

## **Memorandum of Understanding**

**between Kansas State University on behalf of the Division of Extension  
and the \_\_\_\_\_ Extension District / Extension Council**

On this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named parties enter the following Memorandum of Understanding as follows:

### **I. Preamble**

The Division of Extension within K-State Research and Extension within Kansas State University is a community-based education unit serving the state of Kansas — engaging citizens with the research, educational, and technological resources of Kansas State University. K-State Research and Extension provides access to education to serve the public good.

- 1) K-State Research and Extension builds collaborations to provide public goods and services that deliver on the land-grant university commitment to Kansas residents.
- 2) Extension boards and councils, and K-State Research and Extension enter into additional collaborative arrangements that drive significant opportunities for leveraging and pooling resources. Our activities promote efficiency and economic diversity, and result in a fiscally stable system.
- 3) K-State Research and Extension provides a mechanism for individuals to join together to address common concerns and creates an organized, research-based environment in which they can make decisions and act.

Kansas State University provides educational goods and services for the benefit of Kansas residents and communities, available because we work together as a system – K-State Research and Extension. This unique system has the potential to nurture democracy through engaging residents in common aspirations, concerns, and purpose.

### **II. Introduction**

K-State Research and Extension hereinafter referred to as KSRE, and the Extension Council or Extension District, hereinafter referred to as local Extension unit, enter into this Memorandum of Understanding in order to cooperate in a collaboration:

- 1) To deliver on the land-grant mission of
  - a. providing access to high-quality education;
  - b. applying research to the needs of Kansas, the nation, and the world;
  - c. extending knowledge to strengthen Kansas's economy and citizens' quality of life.
- 2) To extend the land-grant university beyond the campus borders and provide a mix of core educational programs consistent with the provisions of the Smith-Lever Act of May 8, 1914, as amended, and the Memorandum of Understanding between Kansas State University and the U. S. Department of Agriculture.
- 3) To meet local needs as authorized by the Kansas County Extension Council Law, K.S.A. 2-608 through 2-622 as amended, and the Kansas Extension District Law, K.S.A. 2-623 through 2-628 as amended, and to provide for the purpose of giving instruction in agriculture, marketing, family and consumer sciences, 4-H youth development, community and resource development, and economic development to the people of the local Extension unit.

### III. Agreement of Basic Principles

- 1) The collaboration between KSRE and the local Extension unit unites many perspectives, understandings, experiences, and relationships to function as one system – K-State Research and Extension – across the university, the state, and within districts and counties.
  - a. The collaboration is inclusive of the diversity of Kansas’s residents.
  - b. The collaboration supports work across Kansas State University colleges and campus units to build capacity that supports efforts across the state.
  - c. Entrepreneurial collaborations with other community, county, and state agencies/organizations are encouraged, often resulting in mutual benefits.
- 2) The core purpose of the relationship is to provide research-based educational programs. To ensure that educational programs (defined as a planned series of educational events intended to meet a public need) are of the highest quality and audience appropriate:
  - a. KSRE and the local Extension units will share the responsibility for assessing needs and providing curriculum-based educational programs.
  - b. Program development at all levels will follow a process based on science, using appropriate curriculum and methodologies in specific content areas, along with inclusive audience engagement strategies and practices based on adult and youth learning theories.
  - c. Equal access to Extension programs and facilities is consistent with state and federal laws and regulations, and KSRE and the local Extension units shall regularly review, report, and update their policies and procedures to ensure compliance with such laws.
- 3) Because proficient employees and volunteers are crucial for success, all KSRE faculty, educators, staff, local Extension unit board members, and volunteers will be provided opportunities to participate in position-related professional development.
- 4) To deliver on the mission of the organization, all parties embrace the collaboration as a system functioning simultaneously and congruently statewide and within districts and counties. For the good of the collaboration:
  - a. KSRE shall require use of its brand, wordmark, and style in accordance with the KSU Division of Communication and Marketing Brand Guide. The appropriate branding should be used on the offices and buildings as well as on the local Extension unit’s information and educational materials.
  - b. KSRE shall provide strategies to the local Extension unit, and the local Extension unit shall make its best efforts to use such strategies, to promote and advance KSRE to external partners (including private, public, and non-profit partners) about our educational mission and program impact;
  - c. KSRE shall provide to the local Extension unit resources and tools (i.e. templates, worksheets) related to local Extension unit programming, finance, human resources, and policies. The local Extension unit agrees to use such resources and tools to the extent practicable.
- 5) KSRE and local Extension units will follow KSRE policies, as well as Kansas State University's non-discrimination policy, the Policy Prohibiting Discrimination, Harassment, Sexual Violence, Domestic and Dating Violence, and Stalking ("PPM 3010," which can be found here: <https://www.k-state.edu/policies/ppm/3000/3010.html>). This policy applies to all Extension operations, including programming, employment, and hiring. Local Extension unit board members wishing to participate in hiring decisions must complete KSRE-provided training before participating. Local Extension units also agree to indemnify and hold harmless KSRE and Kansas State University for any claims relating to or arising out of a local Extension unit board member's or employee's failure to follow PPM 3010.

- 6) The day-to-day activities of Local Extension unit agents will be jointly supervised by KSRE and the local Extension unit governing board. The parties to this MOU shall cooperate in addressing employment-related matters, including the selection, discipline, or termination of local unit agents. The governing board may consult with and make recommendations to KSRE regarding such matters, after which KSRE shall carry out agreed-upon employment actions. Employment actions involving local Extension unit agents shall be subject to applicable Kansas State University employment policies and procedures.
  
- 7) In the event of a dispute regarding the terms and/or conditions of this agreement, KSRE and the local Extension unit will work cooperatively to address such dispute.

#### IV. Division of Responsibility

KSRE 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 Kansas, KSRE and the local Extension unit agree to the following.

<b>K-State Research and Extension agrees to:</b>	<b>The Local Extension Unit agrees to:</b>
1) Follow the Memorandum of Understanding Basic Principles to form a unified system.	1) Follow the Memorandum of Understanding Basic Principles to form a unified system.
2) Build collaborations across Kansas State University in order to facilitate and broker outreach from colleges and other units that encourage engagement with the local extension unit field office.	2) Engage in collaborations with Kansas State University to build capacity to deliver local/regional outreach throughout the area served by the local extension unit.
3) Establish relationships with state agencies and departments that increase capacity for local partners and are based on meaningful, shared priorities and resources, and capitalize on local collaborations.	3) Engage local affiliates as partners within the local extension unit based on meaningful, shared priorities and resources, and capitalize on collaborations with state agencies and departments.
4) Establish a needs assessment process to identify emerging issues and incorporate findings into development of educational programs that meet the needs of Kansas residents.	4) Engage with local program development committees, and other stakeholders, to identify local needs and emerging issues, and share findings/understanding of those needs with KSRE program leaders and KSRE Program Focus Teams.
5) Provide statewide support to KSRE Program Focus Teams that will develop statewide action plans, provide in-depth and basic training, and identify professional development opportunities to support the action plan implementation.	5) Each local extension unit extension agent will identify an area of specialization for program focus, actively participate in a Program Focus Team and participate in professional development opportunities to increase capacity to deliver strong educational programming. Agents help identify and/or develop programs and other resources to address local needs.

<p>6) Statewide action plans developed by the KSRE Program Focus Teams will fit within the scope of KSRE mission and current Grand Challenge areas.</p>	<p>6) Local extension units will use their local needs assessment to localize the statewide action plans. Locally developed programs must fit within the scope of the KSRE mission and the current KSRE Grand Challenge areas.</p>
<p>7) Provide professional development opportunities related to reaching underserved audiences.</p>	<p>7) Local extension units will support each local unit employee to participate in KSRE's professional development opportunities related to reaching underserved audiences. Each local unit will engage with local underserved audiences to address educational needs.</p>
<p>8) Review statewide action plans for effectiveness and meeting identified needs. Program Focus Teams will assist with development of evaluation tools and will develop appropriate "Making a Difference" report(s).</p>	<p>8) Review and report program effectiveness using KSRE evaluation tools. This includes sharing outcomes and impacts of educational programs with local stakeholders and in the KSRE on-line evaluation system.</p>
<p>9) Authorize 4-H youth development educational programs – the youth outreach programs for Kansas State University – use of the federally protected 4-H name and emblem. Use of name and emblem represents the ideals of these educational programs.</p>	<p>9) Agree to adhere to federal, state, and university guidelines for use of 4-H name and emblem to deliver core 4-H Youth Development educational programs.</p>
<p>10) Provide professional development for working with volunteers and a process for the selection, management, and termination of volunteers, in accordance with KSRE policies and procedures.</p>	<p>10) Appropriately involve, support and manage volunteers within individual program standards, and pursuant to KSRE policies and procedures.</p>
<p>11) Require and conduct background checks of all extension agents, staff and volunteers associated with state programs involving work with youth or other vulnerable audiences, to the extent not previously conducted by the local Extension unit, as steps toward providing a safe and secure environment for all staff and those we serve.</p>	<p>11) Require and conduct background checks of all local extension unit staff, and all volunteers who are involved in work with youth or other vulnerable audiences as steps toward providing a safe and secure environment for all staff and those we serve.</p>
<p>12) Employ and appoint a regional director to provide administrative leadership for local extension units in decision-making and matters affecting the KSRE system. The regional director shall serve as communication channel between KSRE and the local extension unit; and represent the Director for Extension.</p>	<p>12) Establish personnel needs to meet programming goals based on budget allowances. Work with regional director for decision-making and system matters affecting the local extension unit.</p>

<p>13) Employ and appoint program specialists. Program specialists participate in Program Focus Teams to help coordinate, deliver and provide feedback on KSRE educational programs; and are responsible for engaging with local extension unit educators to identify statewide needs, develop statewide action and evaluation plans, and deliver and/or identify related professional development opportunities.</p>	<p>13) Support local unit agents to work with program specialists in Program Focus Teams to provide local input into statewide action plans and support for local delivery of those plans as appropriate; budget funds for programs and services to ensure effective local extension unit programs in all four general program areas (agriculture, family and consumer sciences, 4-H youth development and community vitality).</p>
<p>14) Provide resources to assist local extension units in developing plans and goals, and assist in selection and/or provide training opportunities for local extension unit employees that align with those goals.</p>	<p>14) Have staff and volunteers identify position-related plans and goals, and take advantage of opportunities provided or seek opportunities to meet those goals.</p>
<p>15) Prepare an annual budget in cooperation with the local Extension board or Council. Allocate funds toward the salary of each local unit extension educator, only after local units have met all requirements of Extension Council and District laws and the memorandum of understanding.</p>	<p>15) Prepare an annual budget in cooperation with the Director for Extension. Meet all requirements of the federal and state extension laws and this memorandum of understanding.</p>
<p>16) Determine qualifications of local extension educators and present candidates to be interviewed by the local extension unit. Provide hiring training to local extension units. Appoint extension agents, establish compensation, and supervise extension agents in cooperation with the local extension unit.</p>	<p>16) In cooperation with the Director for Extension, interview candidates, recommend appointment, provide established compensation to be channeled through KSRE, and provide supervision and performance evaluation of extension agents.</p>
<p>17) Provide financial and accounting support services for local extension units, including a system for statewide financial accounting.</p>	<p>17) Use state approved system for financial accounting and provide monthly financial records to KSRE for review and approval of all accounts and expenditure of funds by the local extension unit.</p>

## V. Effective Date, Termination, and Review of this Memorandum

This memorandum shall be effective upon approval by the Local Unit Extension Council or Board, signature by the Chair of the Local Unit Extension Council or Board, and signature by the Director for Extension, and shall remain in effect until terminated in writing by either party or by operation of law. This memorandum shall be reviewed jointly by both parties at least once every four years, with a review completed prior to February 1, 20\_\_\_\_. 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 to the amendment.

VI. The parties agree that there are no intended or unintended third-party beneficiaries of the Memorandum of Understanding, and that the Memorandum of Understanding is solely for the benefit of the parties thereto. The parties further agree that they do not create a legal partnership or joint venture by agreeing to this Memorandum of Understanding.

## VII. Approvals

For K-State Research and Extension:

Director for Extension \_\_\_\_\_

For the \_\_\_\_\_ District Governing Body / County Extension Council:

Chair \_\_\_\_\_ Date \_\_\_\_\_

### Kansas State University Agricultural Experiment Station and Cooperative Extension Service

K-State Research and Extension is an equal opportunity provider and employer. Issued in furtherance of Cooperative Extension Work, Acts of May 8 and June 30, 1914, as amended. Kansas State University, County Extension Councils, Extension Districts, and United States Department of Agriculture Cooperating, J. Ernest Minton, Director.