

MEMORANDUM OF UNDERSTANDING

Between

University of Tennessee (UT)

And

Mississippi State University (MSU)

Regarding Jointly Employing a Multistate Horticulture Agent

Situation

- A. The Green Industry in the metro Memphis area is an important and growing agricultural industry jointly shared by the two states of Mississippi and Tennessee. Its value is estimated at \$14.8 million.
- B. Both Land Grant Universities have a consistent demand for Extension education programs especially targeted toward professional home landscaper and commercial landscape firms (Shelby County Tennessee and DeSoto County Mississippi).
- C. Both Land Grant Universities can benefit by efficiencies of sharing a Horticulture Agent across the state line in the metro Memphis area.

Agreement

The Parties agree as follows:

A. Institutional commitment

- 4.1.1 MSU-ES will establish a multistate horticulture agent position designed to serve needs in the metro Memphis area (Shelby County Tennessee and DeSoto County Mississippi).
- 4.1.2 Both institutions shall provide administrative and programmatic support for the position.
- 4.1.3 Both institutions will provide office space and support staff and will share equally in the payment of the cost and operation of equipment (for example, for computers, digital camera, and other items of similar nature and costs) to support the position.
- 4.1.4 Both institutions agree to and accept the attached budget as the anticipated budget for personnel and operations expenses to be required for the position for the first year (subject to modification if evidenced by a written modification to this MOU signed by both parties).
- 4.1.5 UT will, upon request of MSU-ES, provide a written, annual evaluation to MSU-ES evaluating the services that were provided by the agent in the State of Tennessee. Further, UT will provide adequate opportunity for MSU-ES officials to discuss the performance of the agent with UT officials. Upon request UT will submit written documentation of any performance issues (laudatory comments, problems with or created by the agent, or other performance issues) reported to or observed by UT officials.
- 4.1.6 The agent will be an employee of MSU-ES for all purposes. For example, but not by limitation, MSU-ES shall provide workers compensation coverage and all other employee benefits to which any other MSU-ES employee in such a position would otherwise be entitled as an employee of MSU-ES. However, UT, upon receipt of an itemized invoice, shall reimburse MSU-ES quarterly a specified share of the costs of MSU-ES maintaining and filling the position.**

4.1.7 The maximum liability for the 2003 fiscal year under this MOU of each party is as follows: UT/----- and MSU-ES/-----, UT shall not be responsible for or considered to be responsible for the actions or failures to act of the agent for any purpose. UT shall not be responsible for the actions of the agent that result in liability to third parties whether through administrative claims or litigation. MSU shall be responsible for the actions of the agent as its employee in accordance with §§11-46-1, et seq., Mississippi Code of 1972.

4.1.8 Travel reimbursement will be administered according to MSU-ES travel regulations.

B. Professional Meetings

1. The multistate agent will plan and deliver professional meetings based on needs assessment for professional landscapers and commercial landscape firm employees in the two states in the metro Memphis area. Distance education and other technologies will be utilized whenever possible to increase the audience and to more efficiently utilize resources.
2. The agent will plan state-specific programs when needed and multistate (metro) programs when appropriate based on needs assessments.

C. Curriculum Development

1. The agent will participate in the development of publications and other products working with subject matter specialists in the two states.
2. Special attention will be given by the agent to the development of relevant electronic curriculum items specific to the metro area.
3. Curriculum items in all cases will be jointly owned by the states involved and will be developed such that each state will have their wordmark and their state integrity preserved.

D. Professional Development and Training:

The agent will participate in inservice training, and other professional development activities including professional association meetings.

E. Effective Date

From September 1, 2002 through August 31, 2003.
 The Memorandum of Understanding will be subject to renewal in 2003.
 A formal review of this memorandum and related programs will be conducted during the month of August 2003.

F. Annual Budget

	UT Agricultural Extension Service		MSU-Extension Service	
	<u>Contribution</u>		<u>Contribution</u>	
Salary				
Fringe				
Support*				
Total				Total UT & MSU -

**Travel, Contractual, and Commodities*

G. Job Description

Attached

APPROVED:

Joe McGilberry, Director Date
MSU-Extension Service
Mississippi State University

Charles Norman, Dean Date
Agricultural Extension Service
University of Tennessee

Vance Watson, Interim Vice President Date
Division of Agriculture, Forestry, and
Veterinary Medicine
Mississippi State University

Jack Britt, Vice President Date
Institute of Agriculture
University of Tennessee