**MEMORANDUM OF UNDERSTANDING**

*between*

**Agriculture and Natural Resources**

*and the*

**\_\_\_\_\_\_\_\_\_\_ Campus**

*both of the*

**University of California**

*regarding*

**A Cooperative Extension Specialist Position**

**\_\_\_\_\_\_\_\_\_\_ \_\_, 2021**

This Memorandum of Understanding ("MOU") is entered into by and between Agriculture and Natural Resources ("UC ANR") and the \_\_\_\_\_\_\_\_\_\_ campus ("UC\_\_"), both of the University of California.

**RECITALS**

**WHEREAS**, the University of California is one of the finest public educational and research institutions in the world, dedicated to teaching for California and researching for the world, and;

**WHEREAS**, the University of California is part of the nation's Land-Grant University System as established by the Morrill Act of 1862, and;

**WHEREAS**, the University of California's Agriculture and Natural Resources (UC ANR) is a statewide network of researchers and educators dedicated to the creation, development and application of knowledge in agricultural, natural and human resources, and;

**WHEREAS**, the \_\_\_\_\_\_\_\_\_\_ campus is the \_\_ [number, e.g., “10th”] campus in the University of California system and [insert additional facts about the subject campus, e.g., “is the first American research university of the 21st century, and serves as a major base of advanced research in California's Central Valley, home to some of California's most productive agricultural areas], and;

**WHEREAS**, both UC ANR and UC\_\_ seek to maintain and enhance connections that fully engage the University with the people of California, and;

**WHEREAS**, UC ANR strives to strengthen the research continuum by achieving innovation in fundamental and applied research and education, and;

**WHEREAS**, UC ANR has traditionally collaborated with University of California campuses to enhance the programmatic effectiveness of both parts of the University, and;

**WHEREAS**, both UC ANR and UC\_\_ are dedicated to solving issues and challenges critical to the growth, health and overall wellbeing of the region, state, nation and world, and;

**WHEREAS**, UC ANR and UC\_\_ agree that the locating of UC ANR academics (UC Cooperative Extension Specialists) at the UC\_\_ campus is an especially effective way for the University to achieve its goals and maximize the benefit to Californians, and;

**WHEREAS**, UC ANR and UC\_\_ further agree that such a partnership will strengthen their programmatic impact, while also achieving administrative efficiencies that will reduce UC Cooperative Extension costs;

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, UC ANR and UC\_\_ do hereby agree to cooperate in locating a UC ANR Cooperative Extension (UCCE) Specialist at the UC\_\_ campus as follows.

**I. STATEMENT OF PURPOSE**

The purpose of this MOU is to establish a collaboration that will further the mutual research and public service goals of ANR and UC\_\_ (collectively, the "parties") by locating certain UC ANR academics (UCCE Specialists) on the \_\_\_\_\_\_\_\_\_\_ campus, for the benefit of the research continuum and the maximization of the programmatic impact of both parties.

**II. THE COOPERATIVE EXTENSION PROGRAM**

A. The UCCE Specialist referred to in this MOU is an employee of UC ANR's Cooperative Extension (UCCE) program.

B. Established by the Smith-Lever Act of 1914, UC Cooperative Extension is the educational and outreach arm of the University of California, administered by UC ANR. The UC ANR Vice President has authority over and is responsible for the operation of UC Cooperative Extension. Accordingly, the UC ANR Vice President determines the programmatic priorities and the post of duty of all UCCE Specialists.

C. UCCE Specialists are responsible for identifying and addressing critical issues in agricultural and natural resources, as well as youth and community development. Stationed throughout the state of California, they respond to issues at the local level by bringing the benefits of UC's scientific knowledge and advancement to the public for the general good. Much of their work is conducted in partnership with UC ANR's County-based UCCE Advisors (UC ANR academic appointees). This UCCE Specialist-Advisor partnership creates an applied research network that benefits both the University and the public at large.

D. In addition to their work with UCCE Advisors, UCCE Specialists deliver extension education programs and applied research in collaboration with a wide variety of rural and urban groups. Their work both serves and draws upon community organizations, agricultural producers and their trade associations, other resource users and managers, and public agency officials at the federal, state, and local levels.

**III. THE UC COOPERATIVE EXTENSION SPECIALISTS**

UC ANR agrees to provide support to UC for the salaries and related expenses of one (1) full-time academic appointee (UCCE Specialist, modified by Assistant or Associate as advancement occurs). The UCCE Specialist will be an employee of UC ANR, assigned to UC ANR's Cooperative Extension Program, and domiciled at the UC\_\_ campus so that the programmatic impact of both parties may be maximized.

A. Recruitment

1. UC ANR will open recruitment for the UCCE Specialist positions as follows.

a. Cooperative Extension [insert discipline, e.g., “Nutrition, Family and Consumer Sciences”], [insert level, e.g., “Assistant Level”] - to be focused on [insert focus area, e.g., “developing a collaborative, multidisciplinary/multifaceted research and outreach program with the goal of improving factors impacting the nutritional health of Californians with special attention to conducting applied research and evaluation in the San Joaquin Valley area.”]

b. Cooperative Extension [insert information if more than one UCCE Specialist position will be approved at the subject campus].

2. Recruitment for and selection of the UCCE Specialist position will be facilitated by UC ANR with the active participation of the UC\_\_ campus.

a. A UC\_\_ School of [insert name of School, e.g., “Social Sciences, Humanities and Arts”] professor and a School of [insert name of School, e.g., “Natural Sciences”] professor will serve on the [insert discipline of first UCCE Specialist, e.g., “Nutrition, Family and Consumer Sciences”] Specialist position search committee with other UC ANR academic personnel.

b. A UC\_\_ School of [insert name of School, e.g., “Social Sciences, Humanities and Arts”] professor and a School of [insert name of School, e.g., “Natural Sciences”] professor will serve on the [insert discipline of second UCCE Specialist, e.g., “Nutrition, Family and Consumer Sciences”] Specialist position search committee with other UC ANR academic personnel.

c. The search committee will present a report of their recommendation to the UC ANR Associate Vice President and the UC\_\_ Provost and Executive Vice Chancellor (or designee).

d. The UC ANR Associate Vice President and the UC\_\_ Provost and Executive Vice Chancellor (or designee) will review the search committee’s recommendation together and will jointly agree upon the candidate to whom an offer should be extended. The UC ANR Associate Vice President approves the hiring of the academic with a UC ANR title.

e. The offer letter will be signed by the UC ANR Associate Vice President.

B. Appointment and Assignment

1. UC ANR will administer the appointment of the selected UCCE Specialist to a definite, 11- month, career-track position to be located on the UC\_\_ campus. The position will be subject to UC Academic Personnel Policy 334, *Specialist in Cooperative Extension Series*.

2. Based on the subject-matter expertise of the UCCE Specialist, and with the UC ANR Associate Vice President's agreement, UC\_\_ will assign the position to the appropriate campus by-law unit and/or program. The UCCE Specialist may be eligible to hold a concomitant, 0 percent appointment as Assistant Professional Researcher or similar adjunct appointment. Copies of the initial appointment letter as well as any subsequent reappointment letters shall be shared with UC ANR.

3. The UCCE Specialist position will focus on Cooperative Extension responsibilities. However, in support of the UC ANR – UC\_\_ partnership, the UCCE Specialist will also:

a. Interact with their campus academic colleagues, thereby creating synergies that will advance the programmatic gains of both the UC\_\_ campus and of UC ANR.

b. Interact with UC\_\_ undergraduate and graduate students, deliver occasional lectures, and perform similar academic functions (such as serving on dissertation committees, oral exams, etc.) as appropriate. In accordance with UC Academic Personnel Policy 334, *Specialist in Cooperative Extension Series*, however, the teaching of regular undergraduate or graduate courses will not be a responsibility of the position.

c. Engage in campus faculty meetings, campus faculty committee service, and other activities of the UC\_\_ faculty as appropriate.

C. Job Duties

The position vacancy announcement for the UCCE Specialist position will be issued by UC ANR at the time of recruitment and will include information necessary to develop an appropriate job description. Additionally, these job duties will be described in the subsequent appointment letter to be issued by UC ANR to the successful candidate. The UCCE Specialist will be expected to develop a position description within the first six months of employment.

D. Academic Personnel Management

1. The UCCE Specialist position will be an UC ANR employee and therefore will report academically to the UC ANR Associate Vice President. Accordingly, the UC ANR Associate Vice President will be responsible for conducting the merit and promotion process as it may apply to the position. The UCCE Specialist merit and promotion review will go through the UC ANR Academic Peer Review Committee process. It is expected that successful performance will result in indefinite term status within UCCE. In the review process, the UC ANR Associate Vice President will seek the input of UC\_\_'s Provost and Executive Vice Chancellor (or their designee).
2. The payroll process for the UCCE Specialists will be administered by UC ANR.
3. UC ANR will fund an annual allocation made to the UCCE Specialist in support of the execution of their program. In the inaugural year of this MOU the initial allocation will be $\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_ thousand dollars and no cents) per UCCE Specialist. This amount may be reviewed periodically and adjusted by UC ANR.
4. UC ANR and UC\_\_ administrators will work together to ensure that the UCCE Specialist has access to campus business services (purchasing, etc.), commensurate with the services provided to UC\_\_ academics. UC ANR will compensate UC\_\_ for the actual costs incurred in providing such administrative services in an amount to be agreed upon by both parties.
5. Future Replacement

In the event of a vacancy of the UCCE Specialist position, the position reverts to UC ANR and a new position may be requested through the UC ANR call for academic position process. If supported, UC ANR will facilitate recruitment for any replacement, with the joint participation of UC\_\_, using the process described above. Selection of the successful candidate will be mutually agreed upon by UC ANR and UC\_\_ as described above.

1. Future Alteration

UC ANR is strongly committed to the collaboration with UC\_\_. Nonetheless, and although it is highly unlikely, if substantive funding and/or programmatic issues arise, UC ANR reserves the right to make alterations to the program and/or funding as deemed necessary. In such an improbable event, UC ANR would work with UC\_\_ to modify this MOU as described in below item V.B.

**IV. RESOURCE MANAGEMENT**

In support of their shared programmatic goals, UC ANR and UC\_\_ agree to commit the necessary resources as follows.

A. UC ANR will provide:

1. One (1) full-time academic appointee (UCCE Specialist) assigned to UC ANR's Cooperative Extension Program.
2. Funds to support costs associated with the recruitment, hiring and orientation of the UCCE Specialist, including but not limited to appropriate advertising and moving reimbursement.
3. Funds to support the "start-up" costs associated with a new academic appointment. Appropriate costs will be discussed with UC\_\_ with final determination by UC ANR.
4. Funds to support the salary cost, including but not limited to periodic salary increases as may be appropriate, sick leave, vacation and other employee benefits.
5. Funds to support the UCCE Specialist’s research and public service program, with an annual allocation made directly to the UCCE Specialist. In the inaugural year of this MOU UC ANR’s standard 100% support allocation to a UCCE Specialist is $\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_ thousand dollars and no cents) per full-time-equivalent (FTE) UCCE Specialist. This amount may be reviewed periodically and adjusted by UC ANR.
6. Funds to support professional travel costs, if appropriate and approved.
7. Funds to support the cost of sabbatical leave and/or other study privileges, should such privileges be approved by UC ANR, with the concurrence of UC\_\_.
8. Funds to support UC\_\_'s annual cost to provide the UCCE Specialist with access to campus administrative services (purchasing, etc.), which will be based on actual annual costs (anticipated to be between $\_\_,000 and $\_\_,000 per UCCE Specialist).

B. UC\_\_ will provide:

1. Access to all UC\_\_ scholarly resources commensurate with those provided to UC\_\_-employed academics.
2. Access to UC\_\_ administrative support personnel commensurate with that provided to UC\_\_-employed academics.
3. Fully-functional and fully-serviced office space, lab space and equipment, etc., commensurate with that provided to UC\_\_-employed academics.
4. An annual invoice describing UC\_\_'s cost to provide the UCCE Specialist with access to all campus administrative services (purchasing, etc.), commensurate with those provided to UC\_\_ academics.

C. Fiscal Matters

UC ANR and UC\_\_ further agree that current and future resources and assets generated by the work of the UCCE Specialist is the property of UC ANR, with details as further described below.

1. Extramural Contracts and Grants

a. Contracts and Grants generated by the UCCE Specialists will be processed ("pre-award") by UC ANR, and. if needed to facilitate logistics (i.e. purchasing). will be billed ("post· award") by UC\_\_.

b. The extramural contracts and grants awarded to the UCCE Specialist will be accountable to UC ANR as awards and/or funds generated by UC ANR. To the extent that the award resulted from a collaboration between the UCCE Specialist and UC\_\_ academic(s), a proportional share of funding will be allocated to the parties based on proportional effort contributed.

2. Intellectual Property

Intellectual property, including but not limited to patents, royalties, licenses, copyrights, trademarks and so on, will be accountable as intellectual property and/or funds generated by UC ANR. To the extent that creation of such intellectual property resulted from a team collaboration between the UCCE Specialist(s) and UC\_\_ academic(s) a proportional share of funding will be allocated to the parties based on proportional effort contributed. However, distribution of patent royalties and fees will be based on the UC Patent Policy of October 1, 1997. Thus, if there are inventors from UC ANR and UC\_\_ named on the patent, UC ANR and UC\_\_ will share equally in the distribution of royalties and fees, unless the inventors previously have agreed in writing to a different inventor distribution.

3. Charitable Contributions and Gifts

Charitable contributions, including but not limited to donations received (both cash and in-kind), other gifts, endowments, etc., will be accountable as generated by UC ANR and the funds generated therefrom will be administered by UC ANR as per the terms and conditions of the specific charitable contribution.

4. Program-Based and Other Miscellaneous Revenue

Revenue generated by the UCCE Specialist in the conduct of their CE programs, including but not limited to program fees, publication sales; and/or any other miscellaneous revenue will be accountable to UC ANR.

**V. GENERAL CONDITIONS**

A. Term

This MOU will become effective on the date indicated on Page 1above. It will continue unless or until the parties agree to modification and/or termination as further described below.

B. Modification

1. This MOU may be modified with the mutual and written approval of the parties, provided that the party proposing a modification submits a written proposal to the other party at least one hundred eighty (180) calendar days in advance of the intended effective date of the proposal, in order to accommodate any necessary negotiation.
2. Subject to UC ANR's and UC--'s mutual written agreement, this MOU may be modified with less than one hundred eighty (180) calendar days’ advance written notice.

C. Termination

1. Either party may terminate this MOU for any reason, provided that the party wishing to terminate transmits their intent to do so in writing to the other party at least one hundred eighty (180) calendars days’ in advance of the intended effective date of the termination.
2. Subject to UC ANR's and UC\_\_'s mutual agreement, this MOU may be terminated without cause with less than one hundred eighty (180) days’ advance written notice.
3. In the event of the termination of this MOU for any reason, the UCCE Specialist position will revert to UC ANR.

D. Conflict Resolution

In the event that conflict related to this MOU should arise between the parties, the UC ANR Associate Vice President will consult with the UC\_\_ Provost and Executive Vice Chancellor to discuss and resolve the matter. In the unlikely event that they cannot reach agreement, the UC ANR Vice President will consult with the UC\_\_ Chancellor to resolve the matter.

E. Notices

Any notice given under this MOU shall be in writing and shall be conclusively delivered to the other party as follows.

1. University of California, Agriculture and Natural Resources

1111 Franklin Street, 5th Floor, Oakland, CA 94607-5200

Attention: Associate Vice President

2. University of California, \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_, CA 9\_\_\_\_

Attention: Provost and Executive Vice Chancellor

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year written below.

UNIVERSITY OF CALIFORNIA, UNIVERSITY OF CALIFORNIA

AGRICULTURE AND NATURAL [Campus]\_\_\_\_\_\_\_\_\_\_

RESOURCES

Glenda Humiston [Name]

Vice President Chancellor

Wendy Powers [Name]

Associate Vice President Campus Provost and Executive Vice Chancellor

Tu M. Tran [Name]

Associate Vice President - Business Services Vice Chancellor-Business & Administrative Services