

RESOLUTION NO.: 134—2024-25

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 UW-Madison Division of Extension (Extension) and Wisconsin counties have had
2 a century-long partnership benefiting the people of Wisconsin by extending the
3 boundaries of the University of Wisconsin throughout the state to provide an array
4 of educational programming and services to the people of Wisconsin where they
5 live and work, bringing the research, knowledge and resources of the University of
6 Wisconsin to the local community.

7
8 Counties and Extension have contributed significant funding over the century-long
9 relationship by co-funding Extension staff, providing local offices and support, and
10 leveraging millions of state Extension and federal dollars annually to serve the
11 people of Wisconsin.

12
13 Wisconsin State Statutes §59.56(3) generally provides the framework, but has not
14 evolved with the changing relationship. With over 100 plus years of evolving
15 partnership between Extension and counties, there is a benefit to defining the roles
16 and responsibilities of the partnership so the parties can collaboratively meet the
17 needs of the residents and communities within Wisconsin.

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19 This resolution approves the Memorandum of Understanding (MOU) between
20 UW-Madison Division of Extension and Outagamie County to set forth their
21 respective obligations, understandings, roles and responsibilities and supersedes the
22 Division of Extension-County Partnership Guidance document dated August 2021.

23
24 NOW THEREFORE, the undersigned members of the Agriculture, Extension Education,
25 Zoning, and Land Conservation Committee recommend adoption of the following resolution.

26 BE IT RESOLVED, that the Outagamie County Board of Supervisors does hereby approve
27 the Memorandum of Understanding between UW-Madison Division of Extension and Outagamie
28 County and supersedes the Division of Extension-County Partnership Guidance document dated
29 August 2021 as detailed in the attached Memorandum of Understanding, which by reference is
30 made a part hereof, and

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BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy of this resolution to the Outagamie County Executive and the Outagamie County UW Extension Area Director.

Dated this ____ day of March 2025

Respectfully Submitted,
AGRICULTURE, EXTENSION
EDUCATION, ZONING AND LAND
CONSERVATION COMMITTEE

Debbie VanderHeiden

Mike Janke

Jayme Heiser

Mark Mitchell

Daniel Rettler

Duly and officially adopted by the County Board on: _____

Signed: _____
Board Chairperson

County Clerk

Approved: _____

Vetoed: _____

Signed: _____
County Executive

MEMORANDUM OF UNDERSTANDING

**Between UW-Madison Division of Extension and
Outagamie County**

This **Memorandum of Understanding** (MOU) is made by and between UW-Madison Division of Extension (hereafter "Extension") and Outagamie County (hereafter "County"), and collectively "the Parties."

Whereas, this MOU outlines the partnership between Counties and Extension and supersedes the Division of Extension-County Partnership Guidance document dated August 2021; and,

Whereas, Extension and Counties have had a century-long partnership benefiting the people of Wisconsin by extending the boundaries of the University of Wisconsin throughout the state to provide an array of educational programming and services to the people of Wisconsin where they live and work, bringing the research, knowledge and resources of the University of Wisconsin to the local community; and,

Whereas, Counties and Extension have contributed significant funding over the century-long relationship by co-funding Extension staff, providing local offices and support, and leveraging millions of state Extension and federal dollars annually to serve the people of Wisconsin; and,

Whereas, Section 59.56(3), Wis. Stats., generally provides the framework but has not evolved with the changing relationship; and,

Whereas, with over 100+ years of evolving partnership between Extension and Counties, there is a benefit of defining the roles and responsibilities of the partnership so the Parties can collaboratively meet the needs of the residents and communities within County; and,

Whereas, the Parties desire to enter into this Memorandum of Understanding (hereafter "MOU") to set forth their respective obligations, understandings, roles and responsibilities.

NOW, THEREFORE, IT IS THE MUTUAL UNDERSTANDING OF THE PARTIES AS FOLLOWS:

I. General Understandings/Mutual Responsibilities

A. Purpose and Scope of MOU. The purpose of this MOU is to be a companion document to the Contract to clearly define the relationship of Parties hereto and, to outline the processes, responsibilities, and lines of authority and communication between Extension and the County.

B. Authority. According to Wis. Stats. Section 59.56(3), county boards "...may establish and maintain an education program in cooperation with the University of Wisconsin..." with function areas "under the direction and supervision of the county committee on agriculture and extension education".

C. Scope and Description of Services Provided. The Parties recognize that Extension may offer a variety of educational services and programming through its Educators in the following general categories:

1. Agriculture
2. Natural Resources
3. Community Development
4. Positive Youth Development
5. Human Development & Relationships
6. Health & Well Being

The Parties further recognize that each County is unique, requiring differing educational services in the categories herein, as established jointly between County and Extension.

II. UW-Madison Division of Extension Responsibilities

A. Extension Purpose. As a statewide engagement arm of UW-Madison, the Division of Extension extends university knowledge to Outagamie County, leveraging local resources and leading research to provide an array of educational programming and services to the people of Wisconsin within the County.

1. Professional development. Professional development expenses, including training, attending and presenting at state or national conferences, or receiving awards will be the responsibility of Extension, except when the County desires the attendance of the employee and funding is not available from Extension.
2. Extension Employee Leave of Absence. The County will not be billed by Extension for educator fees during the period in which a position is vacant. When an employee is going to be temporarily on leave from a position for an extended period of time (in excess of 30 days), Extension and the County will jointly develop, mutually agree on and implement a plan for how coverage will be provided to meet established County priorities to ensure ongoing program needs are met.

B. Role of Area Extension Director (AED) in County Partnership Management.

1. Extension fully invests in Area Extension Directors (AED), whose role is to oversee a region comprising one to five counties, as administrative and leadership positions responsible for Extension-County partnership management, Extension staff development, and financial management of Extension resources.
2. The AED maintains working relationships and communications with county partners and officials, including sharing updates and activities to partners and stakeholders. The AED will initiate and facilitate an Annual Listening Session and Needs Assessment with the County Committee of Jurisdiction (COJ) and other county personnel, which should be concluded on or before July 1 of each year. The AED will ensure that the

outcomes of the annual needs assessment, including the established County priorities, will be documented, reviewed and approved by the county COJ. The AED will ensure that established County priorities are incorporated in the Educators' work plans, as consistent with the mission of Extension and the needs of the County, for implementation. This will not preclude Extension from gathering information on needs from other county stakeholders as well that could potentially be incorporated into the Educators' work plan.

3. The AED is responsible for overseeing Extension Educators, staff employed by Extension and supporting educator engagement with Extension volunteers.
4. The AED will lead hiring processes for vacant Extension employee positions and will involve county-designated representative(s) as outlined herein (See Article IV. C.) in the hiring process. The AED supervises Extension Educators and staff who direct Extension volunteers, including addressing Extension volunteer behavior concerns, providing coaching or dismissal of the volunteer, as appropriate.
5. Supervision of Extension Employees. Individuals employed by Extension are State of Wisconsin employees and are subject to applicable State and University of Wisconsin (UW) personnel rules, policies and procedures. Supervision will be provided by an Extension employee. Performance reviews of Extension staff will be conducted by Extension managers per UW HR policies and procedures, after obtaining feedback and input from County officials familiar with the work.
6. The AED monitors and manages risk and liability situations that might arise in regard to Extension services and programming.

C. Role of Extension Educators.

1. Educators provide educational services and programs as outlined in the Educators' annual plan of work. The annual plan of work shall, at a minimum, incorporate the County priorities identified through the Annual Listening Session and Needs Assessment as consistent with the mission of Extension and the needs of the County, for implementation. This will not preclude the Educator from gathering information on needs from other county stakeholders as well that could potentially be incorporated into their work plan.
2. Educators shall communicate local needs to their programmatic Institutes and collectively identify opportunities to address statewide needs, typically on a local level.
3. Reporting requirements. Educators shall report to the COJ on a regular basis, as determined by the AED and COJ who shall jointly establish a schedule of regular communication. Such communication may be provided either verbally or in writing as agreed by the Parties.

D. County Policy, Rules and Procedures. Extension staff, partially or fully funded by County and located in a local Extension office, will be users of county-based technology, facilities, buildings, grounds, equipment and supplies and may have access to county-based services. Extension staff shall abide by all county policies and procedures relating

to the use of county technology, facilities, buildings and grounds, equipment and supplies and other county-based resources. Extension volunteers and fully funded Extension staff may, at the sole discretion of the County, be provided with similar access, but in all cases must comply with County policies, rules and procedures.

III. County Responsibilities

A. County Extension Oversight Committee (Committee of Jurisdiction or COJ).

Outagamie County shall identify a committee to serve as the County's policy and decision-making body regarding the Extension partnership. The COJ's duties may include, but are not limited, to the following:

1. Actively and continuously engage in identifying priorities for educational programming and services to be offered by local Extension Educators.
2. Provide general oversight and guidance to the Extension office to ensure that established priorities and needs are addressed. County will designate a representative to oversee and supervise county employees within the Extension office and seek input and feedback from AED on work performance.
3. Meet monthly or as determined by the Committee Chair.
4. Provide regular input and feedback to the AED regarding Extension programming and services provided within the County.
5. Provide budgetary oversight for the Extension office.
6. Jointly with Extension, develop the annual county Extension office budget aligned with addressing established county priorities.

B. County Facilities and Program Support. County shall provide office space, meeting space, telephone, computer, network connections for email and other communications, and general office supplies to support the Educators identified in the Contract. Funding levels for facilities and supplies shall be established annually as a part of the County budget process.

C. Administrative Support. County, in consultation with Extension and as mutually agreed between the Parties, shall provide administrative support to assist Educators in carrying out county-identified priorities. County staff working within the Extension office may be reassigned from time to time by the County to support other county departments or programs, at the sole discretion of the County.

D. Supervision of County Employees. Individuals employed by the County are county employees and are subject to applicable county personnel rules, policies and procedures. Supervision will be provided by a county-designated representative. Performance reviews of County staff will be conducted by County managers per County Human Resources (HR) policies and procedures, after receiving feedback and input, if

any, from applicable local Extension staff and the Area Extension Director. Performance and disciplinary matters of County staff will be handled by County HR utilizing established county policies and procedures.

IV. Joint Responsibilities

- A. County-Specific Educational Needs and Priorities. Identifying county-specific educational needs and priorities shall be the joint responsibility of Extension, the COJ and other county-identified county officials.
 - 1. Annual Listening Session and Needs Assessment. The AED shall facilitate an Annual Listening Session and Needs Assessment with the COJ and other county-identified officials to establish County and local needs and priorities to be included in each local Educator’s annual plan of work.
 - 2. The outcome of the Annual Listening Session and Needs Assessment shall be documented by the AED and implemented by the Educator as outlined in Article II. B. and Article II. C. of this MOU.
- B. Key Performance Indicators. Educators shall develop key performance indicators to measure the outcomes of the programming designed to address the established County priorities and other local priorities. Key performance indicators measuring established County-priorities shall be developed and reported to the COJ. Each Educator’s annual plan of work shall include timely and measurable outcomes to determine if county priorities are being addressed.
- C. Hiring Local Educators. Hiring and Managing Vacancies. When an Educator position becomes vacant, Extension, the County COJ, other County personnel, and other county stakeholders as mutually agreed upon, shall meet to evaluate and assess the following: is the position still needed, might another position better meet the County’s priorities, and can the County and Extension continue to financially support the position.
 - 1. If the Parties determine not to refill the position, the Contract amount will be adjusted accordingly.
 - 2. If the Parties determine to refill the position, Extension will lead the hiring process to fill the Educator position. The AED or designated Extension representative shall seek input and engagement from the County throughout the hiring process including the development of the job description, development of the recruitment timeline, selection of candidates to interview, conducting interviews and selection of the finalists and final candidate. County shall identify a single point of contact to represent County through the hiring process. Extension shall meet and confer with the County prior to making an offer to the final candidate.
- D. Shared Educator Positions. Counties may agree to share specialized positions within a program area across two or more counties. The Contract shall be amended and prorated accordingly to reflect the funding agreement established by Counties sharing the position.
- E. Budgetary Issues.

1. According to County budget policies and procedures, County and Extension shall jointly develop the Extension Office annual departmental budget in compliance with the county’s budgeting parameters, fiscal policies and procedures.
2. The Extension Office budget shall be managed in accordance with County fiscal policies and procedures with oversight by County Designee and as authorized by the associated Delegation of Financial Budget Authority to AED, if any.
3. In accordance with County fiscal policies and procedures, revenues generated by Extension programming and services may be closed to the County’s General Fund at year end and shall not be carried forward.

V. Miscellaneous Provisions

- A. Term; Termination. This MOU shall be a companion to and have the same term and termination provisions as the Contract.
- B. Annual Review; Amendments. This MOU shall be reviewed at least annually by Extension and the County.
- C. Contacts for Official Communications and Notices. The Parties hereto agree that it is important to each designate a single point of contact for official communications and notices. Notices and Official Communications shall be sent via regular U.S. Mail or email to the following:

For Outagamie County:	For Extension:
Address	Address
Email	Email
cc: County Clerk address email	
- D. No Waiver. Nothing in this MOU shall constitute or be construed to constitute a waiver of either party’s immunities, notice of claim procedures and liability limitations set forth in Chapter 893 of the Wisconsin Statutes or any other protections afforded either party by law.
- E. Duly Authorized Signatories. The individuals executing this MOU are duly authorized to enter into this MOU and bind their respective entities to the representations, understandings, roles and responsibilities set forth herein.
- F. MOU Companion to Contract. This MOU shall be executed contemporaneously with the Contract and shall be effective for the same term as the Contract. Termination of the Contract shall simultaneously terminate this MOU.

IN WITNESS WHEREOF, the parties hereby execute this MOU, with an effective date and term consistent with the Contract referred to herein.

Outagamie County
A Quasi Municipal Corporation

University of Wisconsin-Madison
Division of Extension


By: _____
Thomas Nelson, County Executive
Date: _____

By: _____

By: _____
Dan Gabrielson, County Board Chairperson
Date: _____

By: _____
Kelly Gerrits, County Clerk
Date: _____

APPROVED AS TO FORM:


Dawn T. Shaha
Deputy Corporation Counsel
Outagamie County

Date Approved: 2-10-25