

## MEMORANDUM OF UNDERSTANDING

### AGREEMENT

This agreement (“the Agreement”) is made by and between the Iowa FFA Foundation, an Iowa non-profit corporation (“FDN”), and the Iowa Association of Agricultural Educators, an Iowa non-profit corporation (“IAAE”).

### WITNESSETH

**WHEREAS** the membership of IAAE are engaged in, among other things, the enhancement of premier leadership characteristics, personal development and growth and encouragement of career exploration including the advancement of necessary skills within young people across the state of Iowa; and

**WHEREAS**, FDN is an organization who provides strategic partnerships and financial resources, and desires to provide assistance to IAAE in support of such endeavors; and

**WHEREAS**, both parties agree such assistance shall be in the form of personnel hired by FDN, and provided to IAAE for the performance of certain duties on behalf of the IAAE.

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants, agreements, obligations and consideration hereafter provided, it is agreed by the parties hereto as follows:

1. Personnel. Subject to the terms of this Agreement, FDN agrees to furnish the IAAE, and the IAAE agrees to engage from FDN, certain employees (hereinafter “Assigned Employees”), for the job functions and duties listed in Exhibit A attached hereto and incorporated herein by this reference. FDN only warrants the provision of these individuals for the functions listed to the extent the individuals continue employment with FDN.

2. Compensation. IAAE shall pay to FDN during the term of this Agreement an amount equal to the cost to FDN of employing the Assigned Employees, inclusive of salary and benefits, plus all expenses reimbursed or advanced by FDN to the Assigned Employees while said employees were engaged in duties on behalf of IAAE.

3. Invoices. FDN shall submit a quarterly invoice to IAAE for the amount due pursuant to paragraph 2.1 above on or before the tenth (10<sup>th</sup>) day of the first month in each fiscal quarter. The invoice shall be calculated by taking FDN’s quarterly cost of employing the Assigned Employee, times the percentage of the Assigned Employee’s time spent for the month undertaking activities on behalf of IAAE, plus expenses FDN advanced or reimbursed said employee. IAAE shall make payment in full of the invoice within thirty (30) days of the invoice date applicable thereto.

4. Term of Agreement. This Agreement shall commence on the date this Agreement is executed and remain in force and effect for a term of one (1) year (“Initial term”). Following the Initial Term, this Agreement shall remain in full force and effect for successive monthly terms (“Extended Terms”) until either:

- (i) the Agreement is renewed; or
- (ii) the Agreement is terminated.

During the Initial Term and any Extended Term of this Agreement, either IAAE or FDN may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

5. Employment Status. The Assigned Employee(s) referenced herein shall be employees of FDN, for purposes of determining compliance with federal, state or local laws, regulations or ordinances, including but not limited to rules and regulations governing the reporting and payment of all federal and state taxes and payroll wages, federal income tax withholding provisions, state and local income tax withholding provisions, Federal Insurance Contributions Act (“FICA”), Federal Unemployment Tax Act (“FUDA”), all applicable state unemployment provisions, all state workers compensation provisions, compliance with the Consolidated Omnibus Reconciliation Act (“COBRA”), compliance with the Immigration Reform and Control Act (“IRCA”), compliance with the Consumer Credit Protection Act, rules governing the procuring and providing of employee benefits, and all changes and modifications thereof.

6. Insurance. FDN shall furnish, and keep in full force and effect at all times during the term of this Agreement, workers compensation insurance, comprehensive general liability insurance, and comprehensive automobile liability insurance covering all owned, hired, and non-owned automobiles which FDN would be providing the Assigned Employee(s).

7. Supervision. With regard to the duties to be performed for IAAE, the Assigned Employee(s) shall work under IAAE’s supervision, and IAAE shall provide the Assigned Employee(s) such day to day guidance, assistance and other information as is necessary for the successful and timely completion of his/her duties.

8. Indemnification. IAAE agrees to hold FDN harmless and to indemnify and defend FDN for any and all costs, claims, losses or demands that any third party makes against FDN, in its capacity as employer of the Assigned Employee(s) or otherwise, based upon the acts or omissions of the Assigned Employee(s) which occur any time during which the Assigned Employees are providing services to or on behalf of IAAE. FDN agrees to hold IAAE harmless and to indemnify and defend IAAE for any and all costs, claims, losses or demands of any third party made against IAAE based upon the acts or omissions of the Assigned Employee(s) which occur any time during which the Assigned Employee(s) are providing services to or on behalf of any entity other than IAAE. Such indemnification by other parties shall be conditioned upon receipt of written notice to the other party of such claim or demand.

9. Damage Waiver. IAAE agrees that it will not seek reimbursement from FDN for any loss or damage to IAAE’s property or personal injury to IAAE’s agents or Employee(s) caused by the Assigned Employee(s) while the Assigned Employee(s) are providing services to or on behalf of IAAE.

10. No Warranty. FDN makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability of fitness for any purpose, with respect to any services or duties performed by the Assigned Employee(s) hereunder.

11. Amendments. This Agreement may be amended from time to time as agreed by the parties in writing. Such amendment shall become effective on the date so designated by the parties. Amendments must be proposed, in writing, no less than 30 days prior to the effective date.

12. Assignment. Neither party shall assign this Agreement or its rights and duties hereunder, or any interest herein, without the prior written consent of the other party.

13. Governing Law. This Agreement shall be governed by the laws of the state of Iowa.

14. Employee Rights. This Agreement is between IAAE and FDN, and creates no individual rights of the Assigned Employee(s), as against IAAE.

15. Entire Agreement. This instrument, including the exhibits attached hereto, contain the entire agreement of the parties and supercedes all prior and contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be valid unless in writing and signed by both parties hereto.

16. Notices. All notices, requests and communications provided hereunder shall be in writing, and hand delivered or mailed by United States registered, certified or express mail, return receipt requested, and addressed to the parties principal place of business as set forth in this Agreement adjacent to the signature of each party.

This Agreement is duly executed this 25th day of January, 2012.

**IOWA ASSOCIATION OF AGRICULTURAL EDUCATORS:**

By \_\_\_\_\_  
Melanie Bloom, Board President

**IOWA FFA FOUNDATION:**

By \_\_\_\_\_  
Kevin Butt, Board President

**EXHIBIT A**

**(Iowa Association of Agricultural Educators/Iowa FFA Foundation)**

Assigned Employee	Duties to be performed for Iowa Association of Agricultural Educators	Amount allocation not to be exceeded
_____	Finance Manager (Addendum A)	\$1,500
_____	Website Coordinator (Addendum B)	\$500
_____	Conference Coordinator (Addendum C)	\$2,000

(Employee assignments to be completed after signature of agreement)