

Kansas Agricultural Emergency Response Corps (KAERC)

Memorandum of Understanding

By providing my signature below, I hereby agree to serve as a KAERC volunteer pursuant to the terms herein. Such terms apply whether I remain a volunteer or whether I am later activated as a part-time, temporary state employee or an unpaid volunteer in the event of an agricultural emergency.

KAERC Member Responsibility:

I, _____, agree to the following:

- I certify that the information in my KAERC application is true and accurate to the best of my knowledge; I understand that failure to disclose any information fully or truthfully may affect my membership in the KAERC.
- I commit to successfully completing all necessary training and educational sessions in order to be qualified and prepared if I am activated as a part-time, temporary state employee or as an unpaid volunteer.
- I pledge that as to any information designated or deemed confidential by the KDA regarding an agricultural emergency, I will keep such information confidential and will not divulge it except to the extent required for the provision of services, recovery or follow up as a KAERC member. This prohibition of disclosure includes, but is not limited to:
 - Posting confidential incident information on social media
 - Sharing photos or videos of animal handling or disposal
 - Recording or releasing private records or other confidential information related to impacted producers or private industry partners
 - Granting interviews, speaking with any media outlets, or otherwise providing information to outside sources without express prior permission
- I understand that application to the KAERC does not guarantee acceptance into the KAERC program or that, if accepted, my volunteer or paid services will be needed;
- If I am accepted as a KAERC volunteer and activated as a part-time, temporary state employee or an unpaid volunteer to assist with an agricultural incident, I assume responsibility to ask my employer for a work release to be deployed;
- If applicable, I hold any professional license or certification necessary to carry out responsibilities assigned in the event that I am activated to be deployed regarding an agricultural incident, and I will make said license or certification information available to the KAERC Program Manager during the application process;
- I commit to adhering to and following guidelines established in the KDA agricultural emergency response plan and following all direction provided by my supervisor or KDA during an incident;
- I authorize photographs of myself to be taken during participation in drills and/or emergency events that may be used for training and marketing purposes, including the possibility of social media;
- I pledge to notify the KAERC Program Manager if I accept employment by the State of Kansas during the three-year term of this memorandum of understanding; and
- I understand that, if I am accepted as a KAERC volunteer and activated as a part-time, temporary state employee or an unpaid volunteer to assist with an agricultural incident, my paid service will be limited to a maximum of 999 hours of cumulative worked state-employee time within 365 days of any state employment.
- I agree to perform all volunteer or paid activities as a KAERC member pursuant to the KAERC Code of Conduct, in good faith, and in furtherance of the KDA's goals of preparing for and timely responding to an agricultural incident.

Department Responsibility:

KDA agrees to:

- Provide leadership and support to KAERC volunteers during times of activation, training and during times of normal operation;
- Provide training through seminars and online and in-person training sessions;
- Distribute appropriate and necessary information by e-mail and other means;
- Provide information as new and related information become available;
- Provide leadership and coordination for the KAERC during emergency and non-emergency events in carrying out the Food and Agriculture Incident Annex, which is part of the Kansas Response Plan;
- Recruit, promote and support volunteer opportunities in the KAERC;
- Provide and participate in opportunities to recognize KAERC volunteers for their contributions to the protection of the agriculture industry in Kansas;

- Provide and update KAERC program training guidelines;
- Provide compensation to activated KAERC volunteers during times of deployment, as authorized under K.S.A. 47-626 and other applicable law, at hourly rates commensurate to their duties being performed and as prescribed by the Secretary of Agriculture. Activated KAERC volunteers may be eligible for per diem compensation during deployment to cover meals and other incidental expenses incurred.

Duration

The terms of this Memorandum remain in effect for a period of up to three (3) calendar years from full execution by the parties listed below.

The KAERC will provide volunteers the opportunity to renew their memorandum of understanding at the end of the initial three-year period.

After the completion of an active assignment by a KAERC volunteer, a new memorandum of understanding must be signed by the volunteer if it is his or her desire to be reinstated into the pool of available KAERC volunteers.

This memorandum may be amended from time to time if such amendment is agreed to and evidenced in writing and signed by both parties.

Separation and Termination

This memorandum may be terminated by either party by giving the other 30 days written notice. During this time, any state-owned equipment or supplies provided to the volunteer shall be returned to the KDA, including but not limited to the KAERC ID card.

Notwithstanding the foregoing, termination of one’s participation in the KAERC program may be effected at any time by the Secretary of Agriculture or the KDA IMT Incident Commander, at such person’s sole discretion, for violation of the terms of this Memorandum or of the KAERC Code of Conduct, or for incomplete or inaccurate information submitted on the KAERC Application Form, or for any other reason that the Secretary of Agriculture may deem necessary.

Legal Considerations

Pursuant to K.S.A. 48-915, volunteers activated during a declared emergency shall have the same liability for their actions as other state employees. Likewise, if activated as part-time temporary state employees, volunteers shall be covered by state worker’s compensation protection.

This Memorandum of Understanding will commence upon full execution thereof and shall remain in effect for three calendar years from the date of such full execution, unless terminated prior to the end date in accordance with the terms herein.

Signed,

KAERC Volunteer

Date

Secretary of Agriculture
Kansas Department of Agriculture

Date