Pesticide Memorandum of Agreement
between
the Montana Department of Agriculture (Department)
and
Montana State University Extension (MSUE)

History and Purpose of the Agreement

In 1983, a Memorandum of Agreement was reached between the Department of Agriculture and the Montana State University Extension wherein the Montana State University Extension (MSUE) would provide certification and training for private pesticide applicators. This agreement affirms the commitment of both parties that the MSUE will conduct certification and training of private pesticide applicators.

It is the intent of the Department that all pesticide applicator certification, recertification and training, whether private, commercial or government and dealers will maintain high standards and expectations that serve to ensure a well-educated regulated community and ensure the appropriate and safe use of pesticides. The programs operated by the Department and MSU Extension will be consistent, uniform and coordinated.

Terms of the Agreement

The agreement will be effective July 1, 2015 through July 1, 2017. The agreement will auto renew unless modified or canceled. Any revisions to the agreement must be in writing and signed by both parties.

The agreement may be terminated by either party with at least ninety (90) days’ notice. Should the agreement be terminated, the University will provide to the Department all materials created by it for the private applicator certification program using funds provided under this agreement. MSUE may continue to use any materials its employees have developed for the private applicator certification program for its own programs or purposes if the agreement is terminated.
Duties and Responsibilities of the Department

The Department agrees to:

A. Ensure that all pesticide applicator certification and training is compliant with both federal and state requirements through the development and regular update of the State Certification Plan (CPARD), development and implementation of administrative rules and regulatory compliance.

B. Set the standards and requirements for the certification and training program that will, at a minimum, include pesticide certification materials and examinations and methods of determining applicator competency.

C. Approve certification materials, examinations and methods of determining applicator competency. The Department will consider the circumstances or conditions in which there may be a benefit of having different materials, examinations and methods of determining applicator competency.

D. Review, attend and evaluate the private pesticide applicator certification and training program on an annual basis. The intent of the review, attendance and evaluation will be to ensure compliance with department and federal standards and requirements for the pesticide applicator certification program and this agreement. It will also serve to provide opportunities to improve and enhance communication between the parties, to initiate improvements in the program and to assess and plan for any applicable state and federal changes.

E. Consider and determine funding for any pilot projects proposed by either party that may enhance pesticide applicator knowledge and ensure appropriate and safe use of pesticides, e.g., worker protection, web-based training venues and opportunities.

F. Schedule and conduct quarterly meetings with MSUE private applicator program coordinator to discuss program functions and activities, evaluate needs, assess impacts of implemented changes, consider future anticipated changes, and conduct planning. At least one of those meetings will focus on compliance with pesticide certification and training requirements and standards and the consistency and uniformity between the commercial, government and private pesticide applicator certification and training programs. The Department or MSUE may request additional meetings that may be needed for planning and discussion.

G. Provide $33,000 annually to MSUE to support the private pesticide applicator certification training program contingent upon funds being available from which the expenditures legally may be met. Funding will be available at the beginning of the State's fiscal year.

H. Work cooperatively with MSUE in developing, conducting and evaluating and improving educational and training programs for private applicators.
Duties and Responsibilities of the Montana State University Extension

Montana State University Extension (MSUE) agrees to:

A. Work cooperatively with the Department to develop and maintain an approved certification and training program for private applicators.

B. Operate a private applicator certification and training program that includes, at a minimum, the following:
   1. A coordinator to manage the program,
   2. Designation of county extension agents as local training coordinators for their respective counties,
   3. Initial training for private applicators that meets applicator competency requirements as measured by applicable and Department approved examination methods,
   4. Issuance of temporary permits to qualified private applicators to allow purchase of pesticides when needed,
   5. Pesticide training course approval process that is approved by the Department,
   6. Training and examination materials meeting federal and state standards and requirements and that are approved by the Department,
   7. Re-certification courses that meet federal and state requirements and that allow pesticide applicators to acquire needed credits to recertify,
   8. Procedures for documenting and verifying attendance at training and educational courses approved for pesticide continuing education credits,
   9. Proctoring and administration of examinations,
  10. County extension agents will be required to take and successfully complete Departmental exams to receive a government applicator license in the category of demonstration and research, and attend a 8 hour pesticide applicator train the trainer session hosted by MSUE, and
  11. Create an MSUE advisory group that will assist MSUE in monitoring, evaluating and improving the private applicator pesticide certification education and training program, including training materials, examinations, training methods, speakers and training courses.

C. Submit an annual certification training plan to the Department for approval by September 30th each year.

D. Conduct training courses for private pesticide applicators that meet established certification, recertification, and training requirements.

E. Participate in state quarterly meetings related to pesticide applicator education and training. MSUE Program Coordinator may request additional meetings if additional planning and discussion is needed.

F. Participate in regional and national meetings and training related to pesticide education and private applicator education and training as agreed upon by MSUE and MDA, contingent upon available funding. Nothing herein would prohibit MSUE approving participation in regional and national meetings not agreed upon by the department which are funded by MSUE.
G. Comply with 2-6-109, MCA, which prohibits the distribution, sale or use of a mailing list of program participants and maintain the confidentiality of examination materials, to the extent allowed by law.

H. Make available documents, forms, and materials that may be needed for review and/or audit upon department request.

I. Coordinator may use license permit fees for support of any activities related to the private pesticide applicator certification program.

J. Submit an annual report each year that includes:
   1. Name of the MSUE Coordinator of the program,
   2. Number of initial certification and recertification training sessions conducted,
   3. List of courses and the subject matter considered for pesticide continuing education credits and credits of approved courses,
   4. Fees collected by MSUE Coordinator for private pesticide applicator certification and recertification training and list or table of service and material fees (rates) created under this agreement,
   5. Confirmatory statement that MSUE met the standards and requirements listed in Section B,
   6. Assessment of any pilot projects undertaken,
   7. List of any pesticide applicator training or meetings attended, other than meetings with the Department related to this agreement,
   8. Response to items or issues that have been brought to MSUE's attention during the past year that MDA has, in writing, requested a response to, and
   9. Discuss challenges or issues experienced by MSUE in conducting the program during the reporting period.

Legal Information and Requirements

MSUE shall use all funding provided under this agreement in accordance with all applicable federal, state, and local laws and all applicable rules, regulations, and written standards. MSU shall allow the Department access at reasonable times to any project sites, financial documents, and activity records pertaining to the agreement to carry out any desired monitoring or review to determine compliance with this agreement.

Any hiring of employees under this agreement by the MSUE shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.
The parties agree that the extent of liability of the MSUE and Department, its officials and employees is controlled and limited by the provisions of Title 2, Ch. 9, MCA. Any provisions of this agreement, whether or not incorporated by reference shall be controlled, limited, and otherwise modified to limit any liability of MSUE or the Department as set forth in the above-cited laws. In the event any liability accrues to the Department as a result of the performance of this contract, it is understood and agreed that each party shall be responsible for the effect of the liability on premium allocation due to their respective acts, errors, or omissions.

MSUE will retain all right, title and interest to intellectual property (including copyright and patent rights) that it owns, creates or improves under this agreement. MSUE grants the Department a perpetual, irrevocable, royalty free right to reproduce, publish, or otherwise use all work produced under this contract.

Ron de Yong, Director
Montana Department of Agriculture

Jeff Bader, Director
Montana State University Extension

7-24-2015
Date

7/8/2015
Date