

AGREEMENT BR (Cornell Agreement)

MEMORANDUM OF AGREEMENT

Between Cornell University and the
Cornell Cooperative Extension Association of Monroe County
For the year 2021

THIS AGREEMENT is between Cornell University, Ithaca, New York, an educational Corporation of the State of New York, ("Cornell") and the Cornell Cooperative Extension Association of Monroe County, New York, ("Association") for the calendar year 2021. The Cornell Cooperative Extension Association of Monroe County is a subordinate governmental agency and not a part of Cornell University.

WHEREAS, The State of New York, pursuant to County Law Section 224 has created a means by which, in cooperation with Cornell University, the educational programs of the New York State College of Agriculture and Life Sciences and the New York State College of Human Ecology and subjects relating thereto, may be extended to the people of the State of New York;

WHEREAS, pursuant to Subdivision 8 of Section 224 of the County Law of the State of New York, Cornell has been designated agent of the State of New York for the cooperative management of Cooperative Extension work of the Association, including the support of the professional staff employed, and the certification of the expenditure of state monies provided within each county of the state to bring educational programs of its colleges thereto to the people of the state therefore;

WHEREAS, pursuant to and by virtue of Subdivision 8 of Section 224, the Association has qualified, and, therefore, exists, as the subordinate governmental agency to serve Monroe County in the aforesaid programs and

WHEREAS, pursuant to Sections 341-348 of Title 7 U.S.C. and a Memorandum of Understanding between Cornell and the United States Department of Agriculture, Cornell has been authorized as agent for the United States to receive and supervise the expenditure of monies of the United States in the organization and conduct of Cooperative Extension work in the State of New York.

NOW THEREFORE, in view of the above-identified authorization, the parties hereto agree as follows:

1. Cornell agrees to:
 - (a) provide general oversight of program and operation consistent with Subdivision 8 of Section 224 of the County Law of New York State as amended, and pursuant to said agreement with the United States Department of Agriculture;

- (b) provide consultation in the planning, development, and conduct of the Cooperative Extension programming in the county;
- (c) provide information, and advice concerning organizational and business management;
- (d) provide or facilitate the administration of payroll, workers' compensation, and unemployment insurance, as required;
- (e) establish standards for the professional staff employed by the Association, including criteria for civil rights compliance, hiring, and performance assessment by the Association of all staff;
- (f) provide or facilitate system support and educational tools to the Association for recruitment and selection of staff employed by and volunteers involved with the Association;
- (g) provide in-service and/or online training opportunities and staff development support for staff employed in regional positions;
- (h) provide support for the development and approval of an Association plan of work;
- (i) provide the regional leadership with policies and procedures related to accounting/financial, Human Resources, and Information Technology activities and provide in-service training opportunities related thereto for Executive Directors, finance staff, human resources staff, information technology staff, managers and supervisors;
- (j) periodically conduct compliance reviews of the Association's governance practices, program alignment, business systems and operating practices, and human resources practices, and render a written report on their status, including recommendations necessary to continue the Association's qualification as an Association;
- (k) provide state and federal funds, as available, as follows and as stated in Attachment A of this agreement:

State (County Law 224)

Smith-Lever (3b and 3c)

Smith-Lever (3d)

EFNEP

EFNEP (Regional)

- (l) provide federal or college funds for special projects/programs mutually negotiated between Cornell and partnering Associations;
- (m) provide support to the Association for specific programs for which payments are provided in 2(u);

- (n) employ staff or contract service providers to provide necessary expertise to support specific programs contracted for by Cornell and for which the Association is providing payment under 2(t);
 - (o) ensure the Associations are provided with CCE's wordmark, and other programmatic logos such as 4-H, within established guidelines, so long as the Association remains a qualified Association;
 - (p) provide support to Shared Business Networks (SBN) through participation in the Administrative Management Groups (AMG):
 - i. SBN Lead Staff provide functional support for developing projects in Human Resources, Finance and Information Technology
 - ii. Leadership for Lead SBN staff
 - iii. Funding collaboration as long as funds are available
 - iv. Setting standards for SBN performance.
2. The Association agrees to:
- (a) maintain its qualification as an Association, as determined by Cornell in its capacity as Agent for the State of New York under Subdivision 8 of Section 224 of the County Law of New York State as amended, and pursuant to Cornell 's agreement with the United States Department of Agriculture;
 - (b) develop and implement a plan of work approved by Cornell that meets accountability needs consistent with local, state, and federal guidelines, regulations, and laws;
 - (c) submit annually an approved budget for the current fiscal year by **March 31**;
 - (d) hire, employ, and supervise Extension Educator staff selected from candidates who meet the hiring criteria set forth by Cornell. In order for Cornell to fulfill its obligations under County Law 224 (8e), all position descriptions should be reviewed at Cornell or by designated Shared Business Network Human Resources staff. The parties agree that such employees are and will remain employees of the Association and subject to the exclusive supervision and control of the Association;
 - (e) implement the classification plan set forth by Cornell and a compensation plan for all Association employees, meeting minimum established guidelines for Resource Educator through Executive Director's titles;
 - (f) adopt, implement and abide by appropriate personnel policies in accordance with Cornell guidelines for all Association employees;

- (g) Adopt, implement and abide by appropriate IT policies: IT-001 Responsible Use of Information Technology
(<https://cornell.app.box.com/s/r4nk8hx6jgfc00fvyknleaabycdr00jm>)
- (h) financially participate in mutually agreed upon cost-share arrangement for connections to operational business systems in the areas of Finance, Human Resources and Information Technology (i.e., Shared Business Network); whereas the Executive Director or a board appointed designee represents the Association on the Administrative Management Group; works collaboratively with SBN staff to develop and implement standard operating procedures in functional business operations;
- (i) at a minimum, complete an annual performance review for each staff member as well as an in-depth performance review at least once every four years for Exempt Educator employees. Develop and implement ongoing performance development processes for all staff;
- (j) provide bonds for officers and employees of the Association, expense of bonds to be borne by the Association;
- (k) maintain adequate third party liability insurance covering the Association's potential liability for bodily injury and property damage resulting from the performance of its functions and maintain a current certificate of insurance. The Association shall be named as an insured in each of said policies;
- (l) submit program and administrative reports as requested;
- (m) comply with applicable local, state and federal civil rights laws and regulations and applicable affirmative action laws, Equal Employment Opportunity and Equal Program Opportunity laws, and all related policies;
- (n) adhere to financial management policies as issued in the Financial Operations Resource Manual (F.O.R.M.) or issued in special memorandums by Cornell, including invoicing monthly. No invoices older than 90 days will be paid;
- (o) **by May 15th** of each year prepare and submit the Federal IRS Form 990T and the New York State Form CT13 to the appropriate agencies;
- (p) submit requested financial information for each ending fiscal year to Cornell by **March 31st** of the following year (or more often if requested), and make necessary documents available for audits;
- (q) **by January 31st** of each year, prepare IRS Form 1099 in accordance with F.O.R.M. Code 1207;

- (r) collect sales tax in compliance with New York State's laws and regulations. Remit taxes to New York State in a timely manner and maintain detailed records to support sales tax returns;
- (s) comply with the New York State escheat laws in existence;
- (t) provide to Cornell payments for:

Association Services	County Appropriations and Agreements ^{2% of 2021}
Support Services for Financial System Provided by Extension Administration	to be determined <i>(based on annual snapshot of users in May)</i>
Unemployment Insurance Premium	as determined by insurer
Worker's Compensation	as determined by insurer
4-H Accident & General Liability	as determined by insurer

- (u) provide to Cornell payments for programs included in the following agreements per budgets mutually negotiated between Cornell and partnering Associations:

- Lake Erie Regional Grape Program (LERGP)
- Central New York Dairy, Livestock and Field Crops (CNYDLFC)
- Cornell Vegetable Program (CVP)
- Lake Ontario Fruit Program (LOFP)
- Finger Lakes Grape Program (FLGP)
- South Central New York Dairy and Field Crops (SCNYDFC)
- Harvest NY (HNY)
- Northwest NY Dairy Livestock and Field Crops (NWNLYDLFC)
- Eastern New York Commercial Horticulture Program (ENYCHP)
- North Country Regional Ag Team (NCRAT)
- South West New York Dairy, Livestock and Field Crops (SWNY)

- (v) submit invoices monthly for operating expenses for programs included under 1(k), 1(l) and 2(u) as stated in Attachment A of this agreement and in accordance with F.O.R.M. Code 808.2.

- 3. Cornell and the Association each acknowledge the importance of abiding by the spirit and intent of all applicable Federal and State legislation including, but not limited to, laws pertaining to equal opportunity in employment and program and Fair Labor Standards Act regulations. Each agrees:

- (a) To actively seek diversity through its mission and vision, staff, audiences, groups and organizations.

- (b) To cooperate in the development of program (including evaluation and reporting systems) and in the development and implementation of Association personnel practices and administrative processes.
 - (c) The Board President and identified Cornell Cooperative Extension Administration representative shall conduct annual and, at least every four years, in-depth reviews of the Executive Director's performance to ensure programs meet the program standards and definitions and organizational performance of the Association, and to assess qualification for conferral of the Executive Director title by the Director of Cornell Cooperative Extension at Cornell.
 - (d) The Association Executive Director serves at the pleasure of the Association. The use of the title of Association Executive Director shall be permitted subject to criteria established by Cornell.
 - (e) Under the umbrella of this Memorandum of Agreement, to negotiate and execute additional agreements that enable multi-Association and regional programming and/or business operations, and, for each such agreement, to expend funds according to a mutually negotiated annual budget. Assure that only the Treasurer and President of the CCE Association are authorized to bind the Association resources or enter into binding agreements for the Association.
 - (f) Under the umbrella of this Memorandum of Agreement, should the Association wish to enter into other grants, contracts, or agreements to accomplish its mission or programs, then all such grants, contracts, or agreements must be reviewed through a process established by Cornell prior to execution by the board president of the Association.
4. Under Subdivision 8 of Section 224, the relationship between the parties generally set forth herein is continuous until either party to the agreement shall notify the other party in writing at least six months in advance preceding any action to annul this agreement.
- (a) Inasmuch as this agreement contains provisions relating to program and financial considerations covering the calendar year 2021, it is understood that its detailed provisions will be negotiated each year.
 - (b) Moreover, this agreement shall be executory to the extent that funds are made available by the County, the State of New York, and the Federal Government.
 - (c) This agreement may be modified or amended at any time upon mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed and executed by the President of the Cornell Cooperative Extension Association and by the Director of Cornell Cooperative Extension at Cornell University. This agreement is contingent upon receipt of a fully executed agreement AR or equivalent with county government(s) by March 31, 2021.

Anthony Colangelo

(Print Name of Board President)

Anthony Colangelo

Anthony Colangelo (Feb 24, 2021 09:53 EST)

Board President Signature
Cornell Cooperative Extension of Monroe County

Feb 24, 2021

Date

CB Watkins

CB Watkins (Mar 8, 2021 15:11 EST)

For Cornell University Christopher B. Watkins
Director of Cornell Cooperative Extension at Cornell University

Mar 8, 2021

Date