

MEMORANDUM OF AGREEMENT

Between Cornell University and the
Cornell Cooperative Extension Association of Rensselaer County
For the year 2010

THIS AGREEMENT is between Cornell University, Ithaca, New York, an educational Corporation of the State of New York, and the Cornell Cooperative Extension Association of Rensselaer County, New York, for the calendar year 2010.

WHEREAS, pursuant to Subdivision 8 of Section 224 of the County Law of the State of New York, Cornell University has been designated agent of the State of New York for the cooperative management of Cooperative Extension work of the County Extension 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 Subdivision 8 of Section 224, the Cooperative Extension Association has qualified as the subordinate governmental agency to serve Rensselaer 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 University and the United States Department of Agriculture, Cornell University 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 University 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 training, information, and advice concerning organizational and business management;
 - (d) provide 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 hiring and performance assessment by the Association of professional staff;
 - (f) provide system support and educational tools to the Association for recruitment and selection of staff employed by the Association;

- (g) provide in-service training opportunities and staff development support for professional staff employed by the Association;
- (h) provide leadership for the development and approval of an Association plan of work;
- (i) provide the Association with policies and procedures related to accounting/financial activities and provide regular in-service accounting/finance training opportunities for Executive Directors and finance staff;
- (j) periodically conduct compliance reviews of the Association's business systems and operating practices and render a written report on their status;
- (k) provide state and federal funds, as available, as follows and as stated in Attachment A of this agreement:

State (County Law 224)	per formula as appropriated
Smith-Lever (3b and 3c)	\$10,000
Smith-Lever (3d)	
EFNEP	\$38,000
EFNEP (Regional)	\$0
TOTAL	\$48,000

- (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(r);
- (n) employ staff at Cornell University to provide necessary expertise to support specific programs contracted for by the Association and for which the Association is providing payment under 2(s).

2. The Cornell Cooperative Extension Association agrees to:

- (a) develop and implement a plan of work that meets accountability needs consistent with local, state, and federal guidelines, regulations, and laws;
- (b) submit annually an approved budget by **March 31**;
- (c) hire, employ, and supervise Extension Educator staff selected from candidates who meet the hiring criteria set forth by Cornell. 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;
- (d) implement the basic classification plan and a compensation plan for all Extension Association employees, meeting minimum established requirements for Resource Educator through Executive Director's titles;

- (e) adopt, implement and abide by appropriate personnel policies for all Extension Association employees;
- (f) 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;
- (g) provide bonds for officers and employees of the Association, expense of bonds to be borne by the Association;
- (h) 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;
- (i) submit program and administrative reports as requested;
- (j) comply with applicable local, state and federal civil rights laws and regulations and applicable affirmative action policies;
- (k) adhere to financial management policies as issued in the Financial Operations Resource Manual (**F.O.R.M.**) or issued in special memorandums by Extension Administration;
- (l) 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;
- (m) submit requested financial information for ending fiscal year to Administrative Systems by **March 31st** of the following year (or more often if requested), and make necessary documents available for audits;
- (n) by **January 31st** of each year prepare IRS Form 1099 in accordance with Financial Operations Resource Manual, Code 1207;
- (o) 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;
- (p) comply with the New York State escheat laws in existence;
- (q) provide to Cornell University payments for:

Association Services	\$5,475
WAN (Wide Area Network) Support (\$500 per mos)	\$6,000
ACCPAC Support Services	to be determined
(based on annual snapshot of users in May 2010)	
Unemployment Insurance Premium	\$4,976
Worker's Compensation	as determined by insurer
4-H Accident & General Liability	as determined by insurer

TOTAL

\$16,451

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

Capital District Vegetable and Small Fruit Program (CDVSFP)
Lake Erie Regional Grape Program (LEGP)
Central New York Area Dairy and Field Crops Program (CNYDFC)
Cornell Vegetable Program (CVP)
Lake Ontario Area Fruit Program (LOF)
Northeast New York Area Fruit Program (NENYF)
Finger Lakes Area Grape Program (FLGP)
South Central Southern Tier Dairy and Field Crops Program (SCDFC)

- (s) submit invoices for operating expenses for programs included under 1(k) , 1(l), and 2(s) as stated in Attachment A of this agreement

3. Cornell University 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 cooperate in seeking 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 periodically conduct in-depth reviews of the Executive Director's performance to ensure quality program and organizational performance of Association, and to assess qualification for conferral of Executive Director title by the Director of Cornell Cooperative Extension at Cornell University.
- (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 University.
- (e) Under the umbrella of this Memorandum of Agreement, to negotiate and execute additional agreements that enable multi-county and regional programming and/or business operations, and for each such agreement, to expend funds according to a mutually negotiated annual budget.

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 2010, 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 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, 2010.

David L. Dietrich
(Print name of Board President)

David J. Dietrich
Board President Signature, Cornell Cooperative Extension Association
of Rensselaer County

Date: 12/08/2009

Helene R. Dillard
For Cornell University
Helene R. Dillard
Director of Cornell Cooperative Extension at Cornell University

Date: December 4, 2009