

## MEMORANDUM OF UNDERSTANDING

between and among

**Binghamton University, Binghamton, NY**

**Vestal CSD, Vestal , NY**

This Memorandum of Understanding (MOU) entered into the 1<sup>st</sup> day of September, 2022, by and between the parties of this MOU which are the State University of New York (“SUNY”), having its principal place of business located at H. Carl McCall SUNY Building, Albany, New York 12246, for and on behalf of Binghamton University (hereinafter referred to as “Binghamton”), having its principal place of business at 4400 Vestal Parkway East, Binghamton, New York 13902 and Vestal Central School District (hereinafter referred to as the “District”).

Whereas, both parties have the mutual goal of creating a teacher apprenticeship fellowship program under Binghamton University’s Department of Teaching, Learning and Educational Leadership (TLEL), the parties hereby agree to the following terms:

### **Binghamton University shall:**

1. Recruit Fellows interested in participating in the TLEL Apprenticeship program. They will submit a formal application to the TLEL Field Education Office that provides contact information and verifies their understanding of the expectations. All applicants will be required to create a TEACH account, complete Child Abuse and Project SAVE workshops, and be fingerprinted prior to reporting to the District.
2. Assume general responsibility for and will cooperate with the District in planning and providing the learning experience for the Fellow at the District on fieldwork days. The day(s) and hours of fieldwork shall reflect the times expected of teachers at the District and TLEL to meet the program requirements.
3. Add value to the school district through clinical placement of Fellows.
4. Provide training for Fellows about the role and responsibilities of a substitute teacher. Fellows are also expected to attend professional development sessions offered by the District as long as there is no conflict with their graduate school schedule.
5. Supervise and evaluate Fellows by the TLEL faculty and cooperating teachers. Evaluation of the Fellow will be done in cooperation with the District on the specific department evaluation form provided to the cooperating teacher by TLEL. Appropriate data will be collected from these assessments and shared with Fellows, school districts, and university faculty as necessary. As per the New York State Department of Education, the candidate will be under the training and general supervision of an effective or highly effective teacher at the District in performing the teaching responsibilities judged to be appropriate to the student’s level of training and the specific course goals and objectives.
6. Act as an independent contractor and this contract creates no agency, fiduciary duty, partnership, joint venture or employment relationship whatsoever between SUNY, Binghamton University and the District or any of the related entities. Accordingly, the District expressly

understands, acknowledges and agrees that neither SUNY, Binghamton University nor any of its employees or students shall be treated as its employees for any purpose whatsoever.

7. Comply with all federal, state and local tax laws applicable to the operation of its business including any obligations regarding any employees or subcontractors hired by Binghamton University. Binghamton University understands that the District shall make no withholding or deduction of our federal, state and local income tax, federal unemployment tax, or payments under the Federal Insurance Contributions Act, and it is acknowledged and agreed by the parties that Binghamton University is responsible for the payment of any and all such taxes, if applicable.
8. Require Binghamton University employees and agents to abide by any District policies concerning confidentiality of any data related to the children participating and guarantee that no data will be used for research purposes without the parents' express knowledge and written consent. Each party further agrees and acknowledges that the children receiving services and attending the District are protected by federal, state and local laws, rules and regulations including, but not limited to, constitutional privacy rights and the Family Educational Rights and Privacy Act; each party agrees, on its own behalf, that it shall comply with each of the foregoing laws, rules, and regulations, and represents and warrants that each of its staff has received training in compliance with the same. If Binghamton University's employees or agents fail to follow any of the foregoing, then the District shall have the authority, in its sole discretion, to prohibit a person in violation of the foregoing from entering the District's property.
9. Provide semester written invoices that detail the days and hours of services.
10. Provide reports and presentations reflecting programming, services, and outcomes.

**The District shall:**

1. Guarantee each Fellow a stipend per semester in addition to one full day (MAT program) or two full days (Childhood/Early Childhood Program) in a classroom with a cooperating teacher for the duration of each semester.
  - a. Due to New York State requirements regarding teacher preparation, Fellows are required to have multiple clinical experiences in a variety of settings and classrooms. Fellows will need to be within their certification-seeking areas for all five days of their assistantship.
  - b. During the course of their Fellowship, candidates are expected to complete a variety of tasks including, small group work, lesson delivery, and other activities as outlined on the fieldwork checklist, which the Fellow will provide to the cooperating teacher (s).
    - i. For the C/EC program, first-year Fellows will be required to work with two cooperating teachers: one at the elementary grades from September-April for one day a week and a cooperating teacher in early childhood (pre-kindergarten or kindergarten) from September-April for one day a week. From mid-May and through June, the Fellow will be embedded full time in the early childhood

placement to complete the Early Childhood Internship. During the internship under the guidance of two mentor teachers, one in general education and one in their specialty area (TESOL, Literacy or Special Education), the second-year Fellows will provide services in support of individual students, small and whole group instruction, as well as end of year clean up and pack up responsibilities.

- ii. For the MAT program, Fellows will be required to work with both a middle school and high school cooperating teacher within their certification area. During the internship, the Fellow will continue to provide services in support of individual students, small and whole group instruction, as well as planning support tasks for their assigned mentor/cooperating teacher.
  - c. Due to New York State requirements regarding teacher preparation, Fellows are required to have experiences in multiple districts. Therefore, the District will be provided with a list of available Fellows prior to the start of the fall semester. In advance of the semester, the TLEL Field Education Office will let the District know how many teacher candidates it can send as Fellows, and in what content area and grade level they need placements. The District then provides the TLEL Field Education Office with the names, grades, and subject areas of interested cooperating teachers for the year placement. The TLEL Field Education Office will match the cooperating teachers to the teacher candidates and will then provide the District with a list of matches and teacher candidate information. The District reserves the right to ask graduate assistants for additional screening and or interviews.
2. The District reserves the right to remove any Fellows if indicated as being in the best interests of the District's students or the school, following an appropriate process of conferring and communicating with the TLEL faculty and the Fellow, if possible. The TLEL faculty also reserves the right to terminate a placement if the faculty feel it is not in the best interest of the Fellow.
3. Reimburse Binghamton University for the Fellow stipends and administrative costs not to exceed **\$16215.50** per Fellow per semester prorated in equal bi-annual installments in October and January accordance with the term of this MOU.
  - i) **2 Fellows at a total of \$48,646.50**
4. Provide a school-based administrator to support the implementation of the teaching apprenticeship model through regularly scheduled meetings and check-ins with assigned teacher candidate; be a conduit to staff and faculty; and offer direction for accessing resources within the district.
5. Advise each fellow of his/her responsibility to meet the following required codes, requirements, and clearances of the District prior to the fellow commencing each apprenticeship:
  - a. Health status
  - b. Vaccinations/immunizations/screenings

- c. Tuberculosis screening
  - d. Background check
  - e. Drug testing
  - f. Personal health insurance coverage
6. Acknowledge that it is bound by the Family Educational Rights and Privacy Act (Buckley Amendment) in their handling of educational records of Fellows. It is agreed that the District shall thoroughly orient their employees and agents with regard to their respective obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this agreement without first having received written permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted re-disclosure to persons or entities not a party to this agreement shall be under the condition that no further disclosure by such party will be permitted.

### **General Provisions**

1. All communication between Binghamton University and District regarding the Fellow will be made between the TLEL Field Education Office in TLEL and the P-12 field and clinical contact officer.
2. A material breach of this agreement null and voids all contract provisions. By signing this agreement both parties are assenting to the terms and conditions set forth.
3. Neither party has authority to enter into contracts or agreements on behalf of the other.
4. This Agreement may be supplanted, amended, or revised only in writing by Agreement of the parties.
5. The laws of New York State will govern this Agreement without regard for New York State's choice of law statute. The Parties agree to bring any action to construe, interpret or enforce this Agreement in a New York State court of competent jurisdiction with venue in Broome County, New York and agree to submit themselves to such court's jurisdiction. Neither party shall assign any of its rights, duties or obligations under this Agreement without the other party's prior written consent.
6. Any notice, request, demand, approval, consent or other communication required or permitted under this Agreement shall be in writing and mailed to the receiving party at the address specified above, or at such other address that either party has designated by notice to the other. Notice shall be deemed given when either provided in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested.
7. No failure by either party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy available on a breach thereof, shall constitute a

waiver of any such breach, term or condition. No term or condition of this Agreement, and no breach thereof, may be waived, altered or modified except in a written instrument executed by the party waiving such term, condition or breach. No waiver of any breach shall affect or alter any term or condition of this Agreement, and each such term or condition shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

8. Multiple copies of the same document will be signed by both parties. This agreement may be executed by the Parties in counterparts, each of which shall be deemed an original but all of which shall together constitute one instrument.
9. This MOU shall have an effective term date of **09/01/2022-06/30/2023**.
10. The District will continue payment to Binghamton University via prorated equal bi-annual installments per the terms and value of this MOU through the MOU expiration, **06/30/2023**.
11. This Agreement shall be subject to, and hereby incorporates by reference, the SUNY Standard Contract Clauses which are attached hereto as Exhibit A. In the event of any inconsistency or conflict among the elements of this Agreement, including any attachments, and Exhibit A, the terms and conditions of State University Exhibit A shall control.
12. In accordance with Executive Order No. 177, the Parties hereby certify that they do not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.
13. Modification or termination of this MOU prior to the termination date shall be by 10 day written notification by either party. No just cause shall be required for termination. If the MOU is terminated, any student participating in the Program will be allowed to complete the Program, subject to the District's rights otherwise provided for herein.

Acknowledged by:

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**Mr. Matthew Schofield**  
Director of Procurement  
Binghamton University

Date

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**J. Dinno Nistico**  
President, Board of Education  
Vestal Central School District

9/13/2022

Date