

AFFILIATION AGREEMENT BETWEEN
VESTAL CENTRAL SCHOOL DISTRICT
AND
STATE UNIVERSITY OF NEW YORK
COLLEGE AT CORTLAND

This Agreement is made by and between the Vestal Central School District, with its office(s) located at 201 Main Street, Vestal, New York 13850 (hereinafter referred to as "District") and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at H. Carl McCall SUNY Building, Albany, New York 12246, for and on behalf of Cortland, located at 22 Graham Avenue, Cortland, NY 13045 (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of Education; and

WHEREAS, University and District desire to have an association for carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. University shall assume full responsibility for planning and executing its educational program in the discipline of Education including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith. University further agrees to coordinate the program with District's designee. University agrees to provide a verification statement to the District regarding student's having obtained a hepatitis vaccine (or waiver), COVID-19 vaccine (or waiver) and PPD testing (tuberculin).
2. University shall be responsible for assigning students to District for practical experience. University shall notify District one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by District.
3. University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to District for practical experience.
4. University shall inform students that they must comply with all rules applicable to both students and staff while at District's facility, and that failure to comply shall constitute a cause for terminating such student's assignment to District. District will provide copies of or links to all policies and procedures to the students and faculty members. University and District agree to

cooperate with one another's operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits, and other reviews.

5. Students shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of University and District. District acknowledges that University is a public entity and that District's proprietary information may be subject to disclosure pursuant to New York State Public Officers Law or other applicable law. University is an agency of the State of New York, and as such, any and all agreements to which University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law ("FOIL").

6. District may terminate any student's assignment from District when a student is unacceptable to District for reasons of health, performance, or for other reasons which, in District's reasonable judgment and to the extent allowed by law, cause the continued presence of such student at District not to be in the best interest of District. District will report any such action to University orally and in writing.

7. District, as it deems necessary and proper, shall make available for student experience classrooms and other facilities, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies concerning availability. District shall also provide orientation for University faculty and students.

8. District shall have no responsibility for the transportation of students.

9. Except as set forth in Paragraph 4 of this Agreement, students shall not be deemed employees, servants, or agents of District, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement.

10. University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law and shall maintain such coverage throughout the duration of this Agreement. The laws of the state where District is located shall dictate whether a student is covered by Workers' Compensation Law.

11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold District harmless from and indemnify it for any final judgment of a court of competent jurisdiction for University's failure to perform its obligations hereunder or to the extent attributable to the negligence of University or of its officers or employees

when acting within the course and scope of this Agreement.

12. District shall indemnify and hold harmless University, its officers, employees and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against University in any action arising out of the acts or omissions of District under this Agreement. The State of New York reserves the right to join in any such claim, demand, or suit, at its sole expense, when it determines there is an issue involving a significant public interest.

13. In accordance with New York Education Law Section [3023](#), District shall save harmless and protect Students from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided Student was acting in the discharge of their duties. District may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or District may elect to act as self-insurers to maintain the aforesaid protection. Student shall, within ten days of the time they are served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to District. Notwithstanding the foregoing, each party shall remain liable for direct damages resulting from its negligence.

14. Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, or any other characteristic protected by applicable state or federal law. Furthermore, the parties hereby certify that they have institutional policies or practices (including training for employees) that prohibit harassment of, or discrimination against, individuals on the basis of their protected status under state and federal anti-discrimination laws and also provide a means for individuals to bring allegations of discrimination forward for redress.

15. In accordance with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), in order for University to share information about the student from the student's educational records, District must agree not to disclose the information to a third party without the student's consent, and to use the information only for the purposes for which it was disclosed.

16. The laws of the State of New York shall govern this agreement without regard to conflict

of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York. This Agreement contains the entire understanding of the parties with respect to the matters contained herein.

17. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.

18. The effective date of this Agreement shall be **September 1, 2022** and shall continue in full force and effect for five (5) years or until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon sixty (60) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

19. District represents and warrants that it is currently, and for the term of this Agreement will continue to be, in compliance with all applicable laws, regulations, and public directives, including, but not limited to, those issued in times of an emergency, regarding the health and safety of employees, the public, and student interns. Failure to comply with this provision will be considered a material breach of this Agreement.

20. Students shall in no way be deemed to be employees of the District under any law, rule, regulation or policy. Any and all services performed by students under this Agreement shall be performed in such capacity. No students shall hold itself/themselves out as, or claim to be, officers or employees of the District, or make any claim, demand, or application to, or for, any right or privilege applicable to an officer or employee of the Facility, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit.

21. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

22. In the event that any term or condition of this Agreement should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

23. Pursuant to NY Education Law Section 2-d, a third-party contractor that receives personally identifiable student from a school district must meet certain data security standards and incorporate certain language into any written agreement between the contractor and a school district. As such, the following Addenda are attached hereto and incorporated herein:

- Exhibit B: School District's Parents' Bill of Rights
- Exhibit C: Supplemental Information Addendum
- Exhibit D: Data Security and Privacy Plan

24. For purposes of written notification:

To UNIVERSITY

State University of New York at Cortland
P.O. Box 2000

Cortland, New York 13045

To DISTRICT
Vestal Central School District
201 Main Street
Vestal, New York 13850

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: _____ 8/23/2022
J. Dinno Nistico Date
President of the Board of Education
Vestal Central School District

By: _____

SUNY Cortland Date
