

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) effective March 19, 2021 through August 31, 2021, by and between the parties of this MOU which are Research Foundation for SUNY at Binghamton University (SUNY RF at Binghamton University) and the Vestal Central School District, for the Community School Coordinator position at a participating Binghamton University Community School.

Whereas, both parties have the mutual goal of creating a community school model under the SUNY RF at Binghamton University's Community Schools Initiative, the parties hereby agree to the following terms:

### **SUNY RF at Binghamton University shall:**

1. Employ a full time Community School Coordinator who will be fully devoted to the coordination of the community school model. Employee will work closely with SUNY RF at Binghamton University's undergraduate and graduate students from various departments in order to deliver learning and development opportunities, while providing needed service to the students, families, and the community, through the development and implementation of the community school model.
2. Employee will coordinate programs and activities which will enhance students' academic achievement, community and family engagement, school connectedness, and physical and emotional safety. Identify and collaborate with various agencies and groups to facilitate programming, host activities, and relevant opportunities for students and their families. Work closely with students in various capacities using culturally competent practices. Facilitate ongoing dialogue with parents and coordinate programming based on identified needs and interests. Employee will be supervised by SUNY RF at Binghamton University's Community Schools Director as well as assigned designee at the designated school district. Employee will provide supervision for Binghamton University undergraduate and graduate interns serving at the designated school district.
3. Pay the costs associated with the finger printing and background check, First Aid and CPR certifications, and any fringe benefits for the above position, and provide or arrange for professional development annually for the Coordinator.
4. Act as an independent contractor and this contract creates no agency, fiduciary duty, partnership, joint venture or employment relationship whatsoever between SUNY RF at Binghamton University and Vestal Central School District or any of the related entities. Accordingly, Vestal Central School District expressly understands, acknowledges and agrees that neither SUNY RF at Binghamton University nor any of its employees or students shall be treated as its employees for any purpose whatsoever.
5. Comply with all federal, state and local tax laws applicable to the operation of its business including, without limitation, the payment of all employment taxes, workers compensation insurance premiums, and any obligations regarding any employees or subcontractors hired by SUNY RF at Binghamton University. SUNY RF at Binghamton University understands that Vestal Central School 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 SUNY RF at Binghamton University is responsible for the payment of any and all such taxes.
6. Require SUNY RF at Binghamton University employees and agents to abide by any school 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 designated school 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 SUNY RF at Binghamton University's employees or agents fail to follow any of the foregoing, then the designated school district shall have the authority, in its sole discretion, to prohibit a person in violation of the foregoing from entering the designated school district's property.
7. Be fully responsible for the proper operation of any Community School programs, and to provide sufficient qualified people to assist in that operation as explained in paragraphs 1 and 2 above.
8. Provide a cell phone, laptop, and cover mileage for Community School responsibilities.

**Vestal Central School District shall:**

Reimburse SUNY RF at Binghamton University for the Community School Coordinator position at the designated school district for \$467.50 in accordance with the term of this MOU.

**General Provisions:**

1. 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.
2. Neither party has authority to enter into contracts or agreements on behalf of the other.
3. This Agreement may be supplanted, amended, or revised only in writing by Agreement of the parties.
4. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.
5. 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. SUNY RF at Binghamton University shall defend, indemnify and hold harmless Vestal Central School District, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs or expenses including without limitation reasonable attorney's fees and court costs and disbursements whenever made and however asserted arising at any time in connection with this Agreement from or relating in any way to: 1) any negligent or intentional act or omission of SUNY RF at Binghamton University or any of its owners, managers, officers, employees, agents, invitees, contractors or subcontractors; and 2) any and all other costs, expenses, attorney's fees and liabilities incurred by Vestal Central School District in defense of any such claims, demands, actions or proceedings whether the same proceeds to judgment of not. SUNY RF at Binghamton University agrees upon written request of Vestal Central School District to defend any action or suit brought against Vestal Central School District on any claim or demand associated in way with this Agreement. In the prosecution of any successful lawsuit by Vestal Central School District for the enforcement of this or any other provision of the Agreement, SUNY RF at Binghamton University agrees to pay CSBC's reasonable attorney's fees and any costs of suit incurred therein.
9. Vestal Central School District shall defend, indemnify and hold harmless SUNY RF at Binghamton University, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs or expenses including without limitation reasonable attorney's fees and court costs and disbursements whenever made and however asserted arising at any time in connection with this Agreement from or relating in any way to: 1) any negligent or intentional act or omission of Vestal Central School District or any of its owners, managers, officers, employees, agents, invitees, contractors or subcontractors; and 2) any and all other costs, expenses, attorney's fees and liabilities incurred by SUNY RF at Binghamton University in defense of any such claims, demands, actions or proceedings whether the same proceeds to judgment of not. Vestal Central School District agrees upon written request of SUNY RF at Binghamton University to defend any action or suit brought against SUNY RF at Binghamton University on any claim or demand associated in way with this Agreement. In the prosecution of any successful lawsuit by SUNY RF at Binghamton University for the enforcement of this or any other provision of the Agreement, Vestal Central School District agrees to pay SUNY RF at Binghamton University's reasonable attorney's fees and any costs of suit incurred therein.
10. Multiple copies of the same document will be signed by both parties.

11. This MOU shall have an effective term date of March 19, 2021 to August 31, 2021, and may be renewed annually by both parties.

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.

**THE RESEARCH FOUNDATION FOR THE  
STATE UNIVERSITY OF NEW YORK AT  
BINGHAMTON UNIVERSITY:**

**VESTAL CENTRAL SCHOOL DISTRICT:**

**Authorized Official Print Name:**

Tanja deMauro

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**Authorized Official Print Name:**

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**Authorized Official Signature:**

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**Authorized Official Signature:**

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**Date:**

April 13, 2021

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**Date:**

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