



Union-Endicott Central School District
District Office
1100 East Main Street
Endicott, NY 13760
(607) 658-7155 Fax (607) 757-2858

MEMO

Date: March 28, 2018

To: SUNY BROOME Purchasing Office
Attention: Randy Campbell
PO Box 1017
Binghamton, NY 13902

From: Susan Van Dyke, Secretary
Assistant Superintendent's Office

Re: Agreement

Enclosed please find one fully signed original of the Agreement between the Union-Endicott School District and Broome Community College.



AFFILIATION AGREEMENT
with Union-Endicott Central School District

THIS AGREEMENT, is made this *1st day of July, 2018*, by and between **Broome Community College**, (hereinafter referred to as "University"), an educational institution located at Upper Front Street, Binghamton, NY 13902, and the **Union-Endicott Central School District** (hereinafter "School District"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative in a timely fashion prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District. Should any student fail to abide by any policy and/or procedure the School District has the right to remove the student from the program.
- e. *Indemnification.* Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, The University shall hold School District harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School

District and the University as a practicum or student teaching center. The practicum or student teaching is for students enrolled in the University's teacher education programs. This practicum/student teaching is required and authorized by law.

- b. *Policies of School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University with any applicable information in a timely fashion in advance of the Student's participation.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contract the responsible University Supervisor.
- e. *Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- h. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.

- b. *Term of Agreement.* The term of this Agreement shall be 1 year from the date of execution.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with thirty (30) days notice. Either party may terminate this Agreement in the event of a substantial breach.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- e. *Interpretation of the Agreement.* The laws of New York State shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Broome Community College

Francis L. Battisti
Authorized Signature

Francis L. Battisti, EVP & C
Print Name/Title

3-1-18
Date

Union-Endicott Central School District

Daniel M. Griffith
Authorized Signature

Daniel Griffith, Vice-Pres.
Print Name/Title

3-27-18
Date