

RESOLUTION

WHEREAS, the Wallkill Central School District ("Wallkill") Board is desirous of entering into agreements with the State University of New York at New Paltz for student teaching and related clinical experiences for the mutual benefit of the District and students matriculating in various educational programs in the SUNY system, now therefore be it:

RESOLVED, that the Board of Education of the Wallkill Central School District authorizes the District to enter into the following agreements with the SUNY New Paltz campus of the SUNY system, and authorizes the Superintendent and/or the Board President to execute the agreements on the Board's behalf:

SUNY New Paltz Counseling

SUNY New Paltz Student Teaching

AFFILIATION AGREEMENT BETWEEN
WALLKILL CENTRAL SCHOOL DISTRICT AND
STATE UNIVERSITY OF NEW YORK
College at New Paltz

This Agreement is made by and between Wallkill Central School District, with its office(s) located at 1500 Route 208, Wallkill, NY 12586 (hereinafter referred to as "Host") 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 SUNY New Paltz (hereinafter referred to as "University").

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

WHEREAS, University and Host 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 School Counseling 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 furthers agrees to coordinate the program with Host's designee. Attached as Exhibit A is a copy of the curriculum.
2. University shall be responsible for assigning students to Host for practical experience. University shall notify Host one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors, unless otherwise agreed by the parties hereto. The schedule shall be subject to written approval by Host.
3. University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to Host for practical experience.
4. University agrees that at all times students and faculty members are subject to the supervision of Host and are considered part of Host's workforce only for purposes of access to and disclosure of

protected health information (“PHI”) as defined by 45 CFR 164.501. University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at Host’s facility, and that failure to comply shall constitute a cause for terminating such student’s assignment to or such faculty member’s relationship with Host. Host will provide copies of all policies and procedures to the students and faculty members. University and Host 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 and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of University and Host. Host acknowledges that University is a public entity and that Host’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. Host may terminate any student’s or faculty member’s assignment from Host when a student or faculty member is unacceptable to Host for reasons of health, performance, or for other reasons which, in Host’s reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at Host not to be in the best interest of Host. Host will report any such action to University orally and in writing.

7. Host, 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. Host shall also provide orientation for University faculty and students.

8. Host shall have no responsibility for the transportation of faculty or students.

9. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed employees, servants, or agents of Host, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that Host is not providing any insurance, professional or otherwise, covering any students or faculty members.

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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 Host is located shall dictate whether a student is covered by Workers' Compensation Law.

11. Subject to the availability of lawful appropriations (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, University shall hold Host harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of University or of its officers or employees when acting within the course of their employment and within the scope of this Agreement.

12. Host 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 Host under this Agreement in a final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of ~~Host~~University or of its officers or employees when acting within the course of their employment and within the scope of 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. University shall maintain during the term of this Agreement general and professional liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and Host shall be an additional insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the program carried out under this Agreement. University's faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. University agrees to notify Host in writing no less than ten (10) days written notice prior to the cancellation, modification, or non-renewal of any insurance coverage. 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,

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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 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, Host 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 August 26, 2024 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 ninety (90) 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 student teaching experience.

19. Host 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.

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20. For purposes of written notification:
To UNIVERSITY

State University of New York at New Paltz
Attn: Purchasing Dept. / HAB 307
1 Hawk Drive
New Paltz, NY 12561

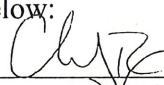
To HOST

Wallkill Central School District
Attn: Anthony White
1500 Route 208
Wallkill, NY 12586

21. This Agreement is subject to the approval of the Wallkill Central School District.

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


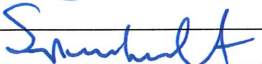
By:


CJ Rioux - AVP for Administration
SUNY New Paltz
1 Hawk Drive, New Paltz, NY 12561

8/5/2024

Date

By:

8/16/24

Date

AFFILIATION AGREEMENT BETWEEN
WALLKILL CENTRAL SCHOOL DISTRICT AND
STATE UNIVERSITY OF NEW YORK
NEW PALTZ

This Agreement is made by and between Wallkill Central School District, with its office(s) located at 1500 Route 208, PO Box 310, Wallkill, New York 12589 (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 SUNY New Paltz, having its principal place of business at 1 Hawk Drive, New Paltz, New York 12561 (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of student teaching; 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 student teaching 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 furthers agrees to coordinate the program with District's designee.

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, unless

otherwise agreed by the parties hereto. 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 agrees that at all times students are subject to the supervision of District and are considered part of District's workforce only for purposes of access to and disclosure of protected health information ("PHI") as defined by 45 CFR 164.501. University shall inform students that they must comply with all rules applicable to both students 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 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.

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 (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, University will hold District harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of University or of its officers or employees when acting within the course of their employment and within the 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 in a final judgment of a court of competent

jurisdiction only to the extent attributable to the negligence of University or of its officers or employees when acting within the course of their employment and within the scope of 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. To the extent required by 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 New York, or in any insurance company authorized by law to transact business in New York, 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, 2024 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 ninety (90) 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 student teaching experience.

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. For purposes of written notification:

To UNIVERSITY

Aaron Isabelle
Professor & PDS Liaison, School of Education
State University of New York at New Paltz
1 Hawk Drive
New Paltz, New York 12561

To DISTRICT

Anthony White
Assistant Superintendent for Educational Services
Wallkill Central School District
1500 Route 208, PO Box 310
Wallkill, New York 12589

21. This agreement is subject to the approval of the Wallkill Central School District Board of Education.

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

By: Rene Parmar Date: 7-6-2024
Dean, School of Education
SUNY New Paltz
1 Hawk Dr., New Paltz, NY 12561

By: [Signature] Date: 01/16/24
Sperdutt