



ROBERTS WESLEYAN UNIVERSITY

AFFILIATION AGREEMENT

This Affiliation Agreement is dated as of [redacted] and is entered into by and between the Syracuse Central School District, an organization existing under the laws of the State of New York, with its principle office located at 725 Harrison Street, Syracuse, NY 13210 (herein referred to as "Organization") and Roberts Wesleyan University, 2301 Westside Drive, Rochester, NY 14624, (herein referred to as "University") a non-profit, higher education institution and existing under the laws of the State of New York with its principle office located at the address listed below.

WHEREAS, the University and Organization desire to affiliate for the purpose of placing University students at host sites in compliance with the Education Law for the students to meet the educational requirements for certification;

WHEREAS, the University offers the following established degree programs for the Organization where students may be placed in internships, practicums or clinical placements in one of the following areas;

☒ [X] School Psychology ☒ [X] Clinical/School Psychology ☐ [] School Counseling

WHEREAS, both parties believe the value of the presence of such students will add value to the Organization;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The University assumes full responsibility for planning and executing the educational program, including programming, administration, curriculum content, faculty administration and the requirements for matriculation, promotion and graduation. This includes costs incurred for any reasonable accommodation or service needed to participate in the student experience.
2. Each degree program will have specific student educational requirements. These requirements may vary based on the student's academic progress within the program. Each of the University's program coordinators/field directors will work in collaboration with the Organization to share the requirements.
3. The Organization retains sole discretion to accept, reject, and place students through a placement process which may include an interview.

4. The Organization shall provide an orientation for faculty of the University and agree to participate in periodic collaboration meetings for the purpose of evaluating the program effectiveness.
5. The Organization shall plan and create an environment to maximize the learning experience appropriate to the student's year of study. Challenge the student to make learning a conscious process in the context of the relationship.
6. The University confirms that a student is enrolled (including periods when school is not in session) in a course of instruction that leads to a degree.
7. At all times students and faculty are subject to the supervision of the Organization administration and they must comply with all applicable rules, regulations, policies and procedures while at the Organization, and failure to comply shall constitute a cause for terminating such student's assignment and/or faculty member's relationship with the Organization.
8. The Organization may terminate any student's assignment from the Organization when a student is unacceptable to the Organization for factors related to performance or other reasons in the Organization's reasonable judgment and to the extent allowed by law. The Organization will notify the University of any such termination and the reasons thereof in advance, if possible, and of any notification to the student.
9. No instructor or faculty member of the University shall for any purpose be deemed to be an employee, servant or agent of the Organization. Instructors and faculty, nor the Organization, shall pay any party compensation or benefit arising out of this agreement. Student shall receive an internship stipend from the Organization.
10. The University agrees to purchase and maintain insurance as follows. The University agrees to name the organization as additionally insured on a primary and non-contributory basis:
 - a. Worker's Compensation and D.B.L. coverage in accordance with the laws of New York State covering all its employees;
 - b. **Professional Liability insurance** with limits not less than \$1,000,000 each occurrence/\$3,000,000 aggregate per policy year and **General Liability insurance** with limits not less than \$1,000,000 each person/\$3,000,000 each occurrence **Bodily Injury and Property Damage Liability** covering the University and the activities of the faculty and students participating in an educational program.
 - c. Cyber Liability insurance with limits not less than \$1,000,000 each occurrence/\$3,000,000 aggregate per policy year.

Each party shall provide proof of insurance to the other party upon request.

11. Confidentiality:

- a. The Organization may be a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy/Security Rules") which means, among other things, that the Organization has an obligation to protect the privacy of the protected health information. As part of its obligation under the HIPAA Privacy/Security Rules, the Organization must train members of its "workforce" regarding the Organization's HIPAA compliance procedures. A workforce member is defined as any individual, irrespective of employment status, who is supervised by the Organization. The Organization will, at the outset of the program, provide the students with information regarding the Organization's HIPAA compliance procedures applicable to the students while participating in the program.
 - b. Any records relating to the University students' participation in the field instruction placement are considered confidential information protected under federal law and protected by FERPA. In addition, a video tape of the University student's work may be considered an education record protected under FERPA and may only be disclosed to a third party who agrees to comply with FERPA including the prohibition on re-disclosure. To the extent that the Organization is in possession of any such records, the Organization will turn those records over to the University when the student internship has been completed. While the records are in the possession of the Organization, the Organization will not use the records for any purposes other than purposes relating to the internship, and the Organization will not disclose the information contained in those records to any individual or entity.
 - c. The University does not intend to receive student data, teacher or principal data from the Organization for the purposes of providing services to the Organization, nor do the parties intend for this Agreement to require any such services. With that said, to the extent that the University delivers services to the Organization pursuant to a contract or other written agreement for purposes of providing services to the Organization such that the University could be considered a third-party contractor under Education Law Section 2-d, then in that event, the University will execute an Educational Law Section 2-d addendum affirming it will comply with the specific requirements of the section 2-d and 8 N.Y.C.R.R. Part 121. Any student providing services under this Agreement will be required to execute a Candidate Confidentiality and Non-Disclosure Agreement attached to this Agreement as "Exhibit A".
12. The University warrants its employees have the necessary and requisite qualifications, skills, character, and knowledge to perform the services of this agreement and University and student will abide by all Organization's policies, regulations and Code of Conduct while on Organization owned or leased premises or offsite during an Organization activity or meetings, that have been communicated to the University in advance.

13. The Organization agrees to indemnify and hold harmless University, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, attorneys' fees and court costs, of any nature whether civil or criminal, for any breach of this Agreement, and all willful or negligent acts or omissions by Organization's employees, students, agents and/or subcontractors in connection with this Agreement and any allegation that any student supplied to University by Organization pursuant to this Agreement is an employee of University.
14. The University agrees to indemnify and hold harmless Organization, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, attorneys' fees and court costs, of any nature whether civil or criminal, for any breach of this Agreement and any and all willful or negligent acts or omissions by University's employees, agents and/or subcontractors in connection with this Agreement including an inappropriate disclosure of confidential student data in violation of FERPA.
15. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.
16. Neither party shall assign any of its rights or obligations under this Agreement without the prior consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.
17. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
18. Both parties agree that neither party will discriminate on the basis of age, sex, race, color, national origin, disability, creed, marital status, veteran status, sexual orientation and will agree to comply with all applicable non-discrimination laws and commit to the enhancement of human dignity and workplace diversity.
19. The Organization agrees to abide by Title IX of the Educational Amendments of 1972 (educational opportunities for men and women) and Section 504 of the Rehabilitation Act of 1973 (opportunities for the disabled).
20. Any notice required or permitted by this Agreement shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above.

Roberts Wesleyan University
Attn: Director of Risk Management
2301 Westside Drive
Rochester, NY 14624

Name of School Syracuse Central School District
Attn: Anthony Q. Davis
Street 725 Harrison Street
City State Zip Syracuse, NY 13210

21. Each paragraph of this Agreement is severable from all other paragraphs and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

22. The Agreement is effective as of date of Organization's signature and can be terminated by either party giving at least thirty (30) days written notice to the other party provided no such termination will take effect until the students placed in the program have completed their scheduled clinical or teaching training with the exception of the dismissal provision in paragraph six above.
23. This Agreement is governed by the laws of New York State. The illegality or non-enforceability of any provision of this agreement, shall not affect the validity of the remaining provisions.
24. This Agreement may only be modified or altered through written amendments by both parties.
25. This term of this Agreement shall be from August 28, 2023 through June 30, 2024. Unless otherwise agreed to by the University and the Organization in writing, this agreement shall renew for additional one-year terms upon mutual agreement by both parties in writing.

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

By: [Signature] 8/29/23
Title: Superintendent Date

Name of School: Syracuse Central School District

Street: 725 Harrison Street

City State Zip Syracuse, NY 13210

[Signature] 8/24/23
Scott Persampieri, Chief HR Officer Date

By: [Signature] 12/8/23
Date

David Basinger, Chief Academic Officer

Roberts Wesleyan University

2301 Westside Drive

Rochester, NY 14624