



## **MEMORANDUM OF AGREEMENT BETWEEN MALVERNE UNION SCHOOL DISTRICT AND ST. BONAVENTURE UNIVERSITY**

This agreement is entered into between St. Bonaventure University, (hereinafter referred to as "University") and Malverne Union School District (hereinafter referred to as "Organization") for the purpose of providing field placements for School of Education students from St. Bonaventure University.

School of Education students will be made available to the Organization by the University to function as observers, tutors, methods participants, student teachers and interns. This agreement pertains to these groups beginning August 1, 2023 and ending July 31, 2026.

**Payment.** There is no financial obligation to/from either the University in regard to the placement of students for field work.

**Selection of Students.** The University will select school students who will be placed within the Organization. All students will be required to obtain, before placement, state police and child abuse registry background checks. All placements within the Organization are directly linked to course requirements.

**Termination of Placement.** Education and Counseling students may be removed from an assigned placement, or from the Organization, by the University or at the request of the Organization on its own Initiative, for the health and wellness of students, site supervisors, and University supervisors.

**Supervision of Education Students.** The University will be responsible for the selection and supervision of students in an educational and consultative capacity. They will perform regular and periodic student observations, and will assist in determining program needs. The Organization will provide opportunities for participation in classroom activities, guidance for successful outcomes, and assist with performance evaluation. The Organization will also be responsible for the day-to-day tasks of the student while performing duties at the site.

**Data Sharing.** The University and the Organization agree that the University's students shall not be given access to the Organization's student Data (as defined by 8 NYCRR section 121.1(q)) (hereinafter "confidential data"). Additionally, to the extent that the University's students do obtain knowledge in respect of said confidential data without being granted such access the University warrants that, prior to the placement of students with the Organization, the University shall advise its Students of their duty to refrain from acting or omitting to act in any manner that could be reasonably foreseen to result in the disclosure of such confidential data. Provided however, that the University shall be under no obligation to adopt any particular cyber security protocols, platforms or frameworks in respect of such potential disclosures of confidential data because access thereto is not contemplated within the scope of this MOU.

**Liability.** It is understood that students are not employees of the Organization, and the University will obtain and provide the Organization with professional liability insurance covering the students who are participating in this program.

**Telemental Health/Online Services (specific to COVID-19 Pandemic).** It is understood that students may not, under any circumstance, provide telemental health services unless under the direct supervision of a certified school counselor and with approval from the faculty instructor. Additionally, students are mandated to practice only within their scope of study, and within the guidelines set forth by the student's respective state licensure board.

**Communicable and/or Infectious Disease Risk.**

1. The Organization and University agree that while each expects the other to use reasonable and routine cleaning and sanitization procedures on and within the areas of their respective premises, and enforcement of appropriate social distancing protocols with respect to the occupancy thereof, the Organization and the University acknowledge that no cleaning and sanitization procedures or social distancing protocol can be expected to entirely eliminate the spread of communicable diseases. Organization and University further acknowledge that communicable diseases including, but not limited to, viruses and bacterial infections can be spread by and between human beings through airborne respiratory droplets or bodily fluids, incidental breaches of proscribed social distance thresholds, or surface contamination even where best practices are followed with respect to said cleaning and sanitization, and social distancing protocols.
2. Therefore, both Organization and University acknowledge and agree that despite the other's cleaning, sanitation, and social distancing procedures, Students, and those with whom said Students interact within a shared space are at risk of either spreading or contracting a communicable or infectious disease in connection with the activities contemplated herein. By choosing to enter into this Memorandum of Agreement, University and Organization hereby waive, as to one another, all claims or demands for damages, indemnification, contribution or the like stemming from the contraction, spread, or transmission of a communicable or infectious disease from such other individuals with whom the Student(s) is/are sharing Organization's space. Further, the University and Organization hereby waive any claims or demands that may accrue to their heirs or assignees, that they may now have or may in the future come to have against the other, or the officers, directors, faculty members, employees, or servants of the other for damages arising from or relating to the transmission or contraction of a communicable or infectious disease while entering, using, remaining within or residing at the Organization's premises, or arising from the transmission or spread of a communicable or infectious disease.
3. To the extent that any provision of this acknowledgement and waiver is deemed violative of any statute, rule, regulation, common law or other authority, the University and Organization agree that this clause shall be reformed to the maximum extent possible so as to give reasonable force and effect to its terms to the greatest extent permissible under such law or controlling authority.

**Indemnification.** The above acknowledgment and waiver notwithstanding and without waiving the same, the Organization and University agree to defend, indemnify, and hold one another, along with the other's officers, directors, employees and agents, harmless from and against any and all other claims, losses, liabilities and expense, whether or not litigation is commenced, arising out of or relating to the activities contemplated herein, except to the extent that such acts or occurrence are the result, exclusively, of the negligence or culpable conduct of the party that would otherwise be the indemnifying party.

Entered into this the 22nd day of May, 2023

  
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Vice President for Finance and Administration  
St. Bonaventure University

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Superintendent or Designee