

Suffolk

COUNTY COMMUNITY COLLEGE
OFFICE OF BUSINESS AND FINANCIAL AFFAIRS

Via Email: lgatti@pal-o-mine.org

June 1, 2021

Lisa A. Gatti
CEO & Founder
Pal-O-Mine Equestrian, Inc.
829 Old Nichols Road
Islandia, NY 11749-5004

Re: Memorandum of Understanding (MOU)
between Suffolk County Community College and Pal-O-Mine Equestrian, Inc.
Renewal, Eff.: September 1, 2021

Dear Ms. Gatti:

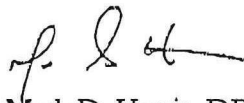
Suffolk County Community College is exercising its option to renew the above-referenced MOU for one (1) year, beginning **September 1, 2021 through August 31, 2022**, on the same terms, conditions and cost set forth in the original MOU.

Please indicate your approval by signing a copy of this letter and returning it via email to Kathryn S. Mattia, Suffolk County Community College, Office of Legal Affairs, at: mattiak@sunysuffolk.edu


Thank you.

Sincerely,

Pal-O-Mine Equestrian, Inc.



Mark D. Harris, DBA
Vice President for Business and Financial Affairs

By:  _____
Lisa A. Gatti
CEO & Founder

07/14/2021
Date

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Michael J. Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

Suffolk

COUNTY COMMUNITY COLLEGE

OFFICE OF BUSINESS AND FINANCIAL AFFAIRS

Via Email: lgatti@pal-o-mine.org

May 22, 2020

Lisa A. Gatti
CEO & Founder
Pal-O-Mine Equestrian, Inc.
829 Old Nichols Road
Islandia, NY 11749-5004

Re: Memorandum of Understanding (MOU)
between Suffolk County Community College and Pal-O-Mine Equestrian, Inc.
Renewal, Eff.: September 1, 2020

Dear Ms. Gatti:

Suffolk County Community College is exercising its option to renew the above-referenced MOU for one (1) year, beginning **September 1, 2020 through August 31, 2021**, on the same terms, conditions and cost set forth in the original MOU.

Please indicate your approval by signing a copy of this letter and returning it via email to Kathryn S. Mattia, Suffolk County Community College, Office of Legal Affairs, at: mattiak@sunysuffolk.edu

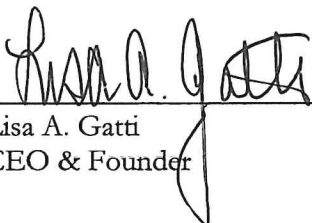
Thank you.

Pal-O-Mine Equestrian, Inc.

Sincerely,



Mark D. Harris, DBA
Vice President for Business and Financial Affairs

By:  5/23/2020
Lisa A. Gatti
CEO & Founder
Date

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
PAL-O-MINE EQUESTRIAN, INC.**

WHEREAS, Suffolk County Community College (“College”), a community college established pursuant to New York State Education Law, has an accredited Veterinary Science Technology (“VST”) Program; and

WHEREAS, the College’s VST Program offers the following courses: VST 101 “Introduction to Animal Technology” (a survey course introducing terminology and specialization of animal technology field); and VST 111 “Farm Animal Nursing” (which familiarizes students with proper handling techniques and procedures such as restrain, collection of specimens, and medication of farm animal species); and

WHEREAS, Pal-O-Mine Equestrian, Inc. (“POM”) is a domestic not for profit, 501(c)(3) corporation that operates a therapeutic equine program and equestrian facility with horses, miniature horses, miniature donkeys, and other farm animals; and

WHEREAS, the College desires to use the facilities and animals of POM for the purpose of providing practical learning for students in the VST 101 and VST 111 courses, as part of their professional preparation, and POM is willing to provide such facilities and horses, upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Term and Termination of Agreement
 - a. Term: This Agreement shall be in effect from April 15, 2019 through August 31, 2020. This Agreement may be renewed for additional one-year terms, or otherwise amended, upon the mutual written consent of both parties.
 - b. Termination: Either party may terminate this Agreement, with or without cause, upon thirty (30) days’ advance written notice to the other party, such notice being given as set forth in the provision of this Agreement.
2. POM shall provide the facilities and animals under this Agreement. The College VST Program will provide hands-on procedural tasks involving horses and small animals, including vaccination, under the direction of a VST instructor at all times. The number of animals vaccinated will be determined by the time allotted for each class.
3. During the term of this Agreement, the College agrees to pay and POM agrees to accept the sum of one thousand dollars (\$1,000.00) per semester (Fall and Spring) for access to and to cover a portion of the cost of vaccinations for up to twenty-five (25) horses and all

small farm animals, including and up to four (4) goats, two (2) sheep, eight (8) miniature horses, and six (6) miniature donkeys. Payment of \$1,000.00 is due one week prior to the start of each semester, or within fourteen (14) days after full execution of this Agreement for the first semester if executed after the start of the semester. The required number of each vaccination to be administered will be provided by POM to the College at the start of each semester. POM requires all vaccinations to be administered in accordance with and within the timeframe allocated by POM.

4. POM will make available sufficient space and animals for instruction for faculty and students to meet the needs of the classes offered by the College, including a covered area for holding classes during inclement weather:
 - a. VST 101: one (1) field visit per class, total number of classes not to exceed four (4) per semester.
 - b. VST 111: one (1) field visit per class, total number of classes not to exceed four (4) per semester.
5. The College and POM shall maintain ongoing communication to coordinate the scheduling of academic sessions on dates and times mutually agreeable to the parties. The dates and times will be mutually agreed upon at least two weeks before the start of each semester (Fall and Spring).
6. POM personnel on duty must be notified of the students' presence prior to any procedures being performed.
7. Students shall be required to comply with applicable laws and regulations and POM policies regarding the confidentiality of personally identifiable information regarding medical/therapeutic services provided to patients/clients at POM. The College shall advise students of their responsibility to conduct themselves in accordance with policies set forth by POM. POM will provide the College with a copy of all such policies prior to, or at registration, and the students will be responsible for this information. POM reserves the right to dismiss at any times any student whose conduct interferes with the educational or administrative objectives of POM. Unless unusual circumstances occur, such dismissal shall not occur without prior consultation with the College.
8. In the event Dr. Dennis Dougherty will no longer serve as the instructor teaching VST 101 and VST 111, the College will promptly notify POM. The parties agree to cooperate with each other to identify a satisfactory substitute, who shall be mutually agreed upon. POM reserves the right to meet with the new instructor prior to a scheduled visit taking place. POM reserves the right to require that site visits be supervised by a POM-designated representative.
9. This Agreement may not be assigned. This Agreement shall not be modified, except in a writing signed by the parties hereto.

10. Indemnification

- a. To the extent permitted by law, the College shall indemnify and hold harmless POM, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.
- b. POM shall indemnify and hold harmless the College, its consultant (if any), employees, agents and other persons from and against all claims, costs and expenses (including attorney's fees), losses and liabilities of whatsoever nature arising out of the acts or omissions or negligence of POM, its officers, agents, or employees in connection with this Agreement.
- c. Each party agrees that it shall give the other party prompt written notice of any claim threatened or made, or suit instituted against it which could result in a claim for indemnification as above; provided however, that failure to give such notice shall not be a waiver of a party's right to indemnification from the other.

11. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers:

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

12. Notices

Notices required pursuant to this Agreement shall be in writing and sent by regular mail and certified U.S. mail, postage fully paid, to the following:

For the College:

Dr. Dennis Dougherty
Assistant Professor of Veterinary Science/
Coordinator VST Program
Suffolk County Community College
Paumanok Hall - 109B
1001 Crooked Hill Road,
Brentwood, NY 11717


Louis J. Petrizzo
College General Counsel/Executive V.P.
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784

For POM:

Lisa A. Gatti
CEO & Founder
Pal-O-Mine Equestrian, Inc.
829 Old Nichols Road
Islandia, NY 11749

Carol Ann Guerriero
Program Director
Pal-O-Mine Equestrian, Inc.
829 Old Nichols Road
Islandia, NY 11749

Suffolk County Community College



Louis J. Petrizzo
College General Counsel / Executive V.P.

Pal-O-Mine Equestrian, Inc.



Lisa A. Gatti
CEO & Founder