

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
TOWN OF ISLIP**

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 Town of Islip operates an animal shelter that has animals requiring veterinary care to provide necessary practical learning and clinical experience for students in the VST Program; and

WHEREAS, the College desires to use the Town of Islip animal shelter facilities and animals for the purpose of providing programs for practical learning for students as part of their professional preparation.

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 **September 1, 2023 through August 31, 2028**.
- b. **Termination:** Either party may terminate this Agreement, with or without cause, upon sixty (60) days' advance written notice to the other party, such notice being given as set forth in the provisions of this Agreement. However, any such termination shall not be effective until the end of then-current semester, to allow College's VST Program students an opportunity to complete their practical training for the semester in question.

2. Responsibilities of College

- a. The College VST Program will provide veterinary services under the direction of a licensed veterinarian for the Town of Islip at either its animal shelter or at the College's VST Program facility.
- b. The VST Program facility is equipped to treat animals that do not require intensive hospitalization for parasites and diseases. Animals will be spayed or neutered and/or have their teeth cleaned and treated within the scope of instruction. **The VST Program facility is not equipped to hospitalize patients.**
- c. To ensure the safety of the animals and pursuant to dictates of the VST Program's Institutional Animal Care and Use Committees, only procedures for which the VST Program has written protocols will be performed (i.e., radiology, phlebotomy, restraint, anesthesia and those procedures associated with the surgical exercises).

- d. The College will maintain complete records of every animal treated at its facility or at the Town of Islip animal shelter.
- e. The College will notify the Town of Islip in a timely fashion as to the number of animals needed for instruction.

3. Responsibilities of the Town of Islip

- a. The Town of Islip will provide available dogs, cats and rabbits to the College's VST Program for classroom exercises that include restraint, radiographic positioning, phlebotomy, anesthesia and other diagnostics.
- b. The Town of Islip will arrange transportation of animals to and from the College's VST Program facility.
- c. The Town of Islip will make its facilities available to the College in order to provide meaningful class visits for instruction to students in the VST Program.
- d. The Town of Islip will vaccinate upon intake all dogs and cats who have not been vaccinated against rabies, or who are not current with their rabies vaccination, and will hold such animals for at least ten (10) days before such dogs and cats are made available to the College for participation in the VST Program. The Town of Islip shall provide the College with documentation of such vaccination for all dogs and cats.

4. 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, NY 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, NY 11784
walkerd@sunysuffolk.edu
(631) 451-4051

5. Indemnification

To the extent permitted by law, the College shall indemnify and hold harmless the Town of Islip, its officers, employees, and agents from and against those claims, costs and expenses (including attorney's fees), losses and liabilities arising out of the acts or omissions or negligence of the College, its officers, agents, or employees in connection with this Agreement.

The Town of Islip shall indemnify and hold harmless the College, its officers, employees, agents and students from and against those claims, costs and expenses (including attorney's fees), losses and liabilities arising out of the acts or omissions or negligence of the Town of Islip, its officers, agents, or employees in connection with this Agreement.

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.

6. Notices

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

For the College:
Dr. William G. Phelps, DVM
Associate Professor of Veterinary Science
Veterinary Science Technology Program
Suffolk County Community College
1001 Crooked Hill Road
Brentwood, NY 11717

For the Town of Islip:
Martin Bellew
Commissioner
Department of Environmental Control
401 Main Street
Islip, NY 11751

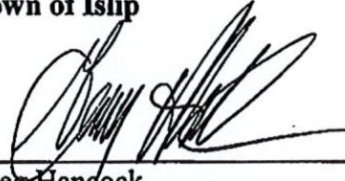
Suffolk County Community College



Edward T. Bonahue, Ph.D.
President

Date: 9/1/23

Town of Islip



Greg Hancock
Deputy Commissioner
Department of Environmental Control

Date: 8/30/23