

## AGREEMENT WITH STUDENT CONDUCT INSTITUTE

In accordance with this Agreement, the SUNY Student Conduct Institute (“SCI”) will provide credit-based in-depth live and digital training (“Training Program”) to individual members (“Individual Members”) of institutions of higher education (“Institution”).

1. **Training Program Membership.** Individual Members may include those assigned by the Institution to receive disclosure, investigate, adjudicate, or hear appeals in reports of sexual, interpersonal, and related violence. Individual Members may not include non-employee consultants, non-employee legal counsel, and other non-employee professionals contracted by the Institution to investigate, adjudicate, or hear appeals of such reports. Examples of Individual Members include, but are not limited to:
  - i. Title IX Coordinators and Title IX Investigators
  - ii. Student Conduct Staff
  - iii. Student Conduct Hearing Panelists (including student panelists)
  - iv. Hearing Officers
  - v. Hall Directors/Area Coordinators/First Responder Residence Life staff
  - vi. University Police/Public Safety Officers and Investigators
  - vii. Campus members who are in a position to likely hear a disclosure and conduct initial steps in the process
  - viii. Appeals process panelists
  - ix. Vice President or Assistant/Associate Vice President (or similar) who oversees student conduct, Title IX, and related
  
2. **Contents of the Training Program.** Individual Members will be trained in due process, trauma-informed investigations and adjudications, questioning and weighing of evidence, and other crucial best practices in the investigation and conduct process that comply with relevant case law and statutes. Educational content is developed by experts to meet and exceed the training obligations of the Clery Act/Higher Education Act, as amended by the Violence Against Women Act Reauthorization of 2013, Title IX of the Education Amendments of 1972, applicable state law, and relevant elements of The Family Educational Rights and Privacy Act, the Americans with Disabilities Act, as amended, and other related laws and regulations. SCI staff and experts will develop additional educational content when such laws, regulations, or guidance documents change and when additional related legal and regulatory obligations impact members. Per the Department of Education’s (ED) September 2015 letter and May 2020 blog post, no training offered by anyone is officially certified by ED and any organization that makes such a claim is making a false claim. The SCI certifies completion of its program, which national experts and reviewers believe meets and exceeds training requirements. SCI does not claim to have the approval of ED as ED does not offer such an approval. The Training Program will include multi-tier, stackable credential training for participating campus staff with live training and digital training in basic and advanced content.  
Credits will be tracked by individual and available in a transcript format.
  
3. **Adherence to Agreement:** By signing this Agreement, the Institution agrees, if accepted into the Training Program, to comply with the terms and conditions. As this is a legally binding contract, prior to signing, the signatory will ensure that appropriate parties at the Institution are familiar with such terms and conditions.

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4. **Acceptance:** Upon receipt of a signed Agreement, SCI will evaluate its ability to offer the Training Program to the Institution. Within one-week following such receipt, SCI will notify the Institution of whether it has been accepted into the Training Program. While membership eligibility may change in the future, eligibility for Institutional Membership is currently available to:
  - a. State University of New York State-Operated Colleges (automatic acceptance)
  - b. State University of New York Community Colleges (automatic acceptance)
  - c. Public and Private Colleges in the State of New York (automatic acceptance)
  - d. Public and Private Colleges in the United States outside of New York State (automatic acceptance)
  - e. Other public and private colleges, law firms, consultancies, K-12, other governmental agencies, employers, and other entities (by application only, subject to review and acceptance; preliminary acceptance may be requested from the Director or designee)
  - f. Institutional Membership and certification of Individual Members is valid only for the years in which the Institution is a member in good standing. This requires payment of annual membership dues and adherence to membership obligations and terms and conditions of this Agreement.
5. **Institutional Fees.** Annual fees per Institution are set at \$5,000 per year. This fee is subject to a standard 3% annual escalator, unless waived by the SCI (the SCI has waived the 3% escalator in 2018-19, 2019-20, and 2020-21). The fee is per Institution, not per Individual Member. For systems, each campus is considered a separate Institution. Institutions that join and pay for three years shall receive a 10% discount on their annual membership cost (\$1,500 discount over three years). Institutions that are members of systems or consortia may receive a discount if joining as part of that system or consortium in the discretion of the Director or designee. Payment will cover participation for all eligible Individual Members. Annual renewal fees shall be automatic, unless the Institution withdraws pursuant to paragraph 27, *infra*. Institution agrees to pay the annual membership fee upon submission of this Agreement for the first year and within 30 days of receipt of an SCI invoice for future years of the term, as described in paragraph 6, *infra*. Payment shall be in United States dollars via check, electronic funds transfer, or credit card. Institutional Membership in good standing requires payment of the annual membership dues. Institutional Members in good standing shall be listed on the SCI website and in SCI materials provided to assist Institutional Members.
6. **Term:** This Agreement shall take effect on July 1 for Institutions joining for the following year or on the date of acceptance to SCI for Institutions joining for the current year. For ease of the parties, this Agreement shall run for five (5) years, each year to extend from July 1-June 30 unless withdrawn by the Institution as established in paragraph 27, *infra*. There are no partial or pro-rated year memberships.
7. **Contact: Institution Coordinator:** If accepted for membership, the Institution will designate one or more individual Institution Coordinator(s) as the Institution contact for all activity under this agreement. Institutions may designate up to three Institution Coordinators. The Institution Coordinator(s) will receive all official correspondence,

assist in registering and tracking that Institution's Individual Members, and be the general Institution contact for local questions. Institutions will timely notify the Director or designee of any change in the designation of an Institution Coordinator.

8. **Individual Membership.** Membership in the Training Program covers all live core basic compliance training offered by SCI for all eligible Institutional Individual Members. There is no strict cap on the number of Individual Members that may be trained annually for Institutions whose membership is current. However, all such Individual Members must meet the eligibility requirements set forth in paragraph 1, *supra*, and SCI leadership reserves the right to place limitations on unreasonable requests for training (e.g., a member institution may not send *all* faculty to be trained to try to meet other requirements, when most of those faculty will not investigate or adjudicate reports). All Individual Members must conduct themselves with decorum. SCI staff reserve the right to place limitations on membership for especially egregious behavior. SCI may offer specialized or advanced training beyond the live core basic compliance training offered and, depending upon funding availability, will either include access to this specialized or advanced training at no cost for Institutions in good standing or provide access to the training at low cost for Institutions in good standing. SCI may also, depending upon funding availability and the specifics of a particular training, offer partial or complete scholarships to Individual Members of Institutions in good standing to attend other local, regional, or national trainings with directly relevant or advanced content.
9. **Annual Training Requirement.** Certain applicable laws (*supra*, paragraph 2) require that covered individuals be trained annually. Therefore, while SCI will maintain records of past compliance training and certify thereto, it can only certify current status for Individual Members trained in the current and prior year where the Institution is a member in good standing. Individual Members may obtain transcripts for past years in which they completed the training regardless of whether their Institution is currently a member in good standing or whether they have left a prior Institution Member in good standing. To assist with response to inquiries about training in litigation or audit, SCI will maintain records of training completion by year for Individual Members for at least ten (10) years.
10. **Completion of Content.** SCI has adopted the annual eight (8) hour training recommendation shared by a number of national organizations and researchers as a reasonable amount of time necessary to obtain and retain the required information. Individual Members may complete more than 8 hours of content. SCI will only certify Individual Members in good standing as those who have annually completed at least eight (8) hours of content.
11. **Academic Year.** SCI uses a July 1-June 30 year (SCI Year), to encompass the summer and the academic year.
12. **Initial Training:** Individual Members from an Institutional Member in good standing may attend a live core basic compliance training, a core basic compliance training offered Live at a Distance (via technology), or may complete their trainings using the digital course system. Live core basic compliance trainings are offered throughout the academic

year and on academic breaks and at different locations with the aim of offering trainings proximal to participating Institutional Members. The SCI follows applicable laws and governmental orders, including orders to pause travel or live gatherings, as applicable.

- i. Individual Members may register for a live core basic compliance training and may attend any live training (even ones at significant distance from their home Institution) or access the content via a Live at a Distance training.
- ii. There is no additional cost for an Individual Member of an Institution in good standing to attend a live core basic compliance training.
- iii. The live core basic compliance training includes all materials, resources, lunch, snacks and refreshments. At most locations, parking will also be provided at no cost (this is subject to availability at the training location and is not possible in all locations).
- iv. Individual Members from the same Institution may attend separate and different live core basic compliance trainings and there is no requirement that Individual Members from an Institution train together.
- v. In the rare instance where an SCI training is cancelled, it shall be rescheduled and all attendees shall be timely notified and given the opportunity to attend another training at the same or a different location at no cost to them.

13. **Digital Training:** Individual Members may access required training via the live core basic compliance training (see paragraph 12, *supra*) or by completing a sufficient number of hours of digital training in all required topics, or in a combination. Digital trainings will be offered on various topics utilizing multiple approaches. SCI will offer recommended tracks to meet all topical requirements within the eight (8) hours, but Individual Members may also personalize their selected modules, provided all required topics are covered.

14. **Credit For non-SCI Conferences:** The SCI Director or designee may award SCI credit, upon application, for sessions at certain conferences and trainings (SUNY and non-SUNY) that meet specific topical requirements. At the discretion of the Director or designee, partial credit for a conference session may be awarded. Those that contribute content for SCI may, at the discretion of the Director or designee, be awarded credit for development time for the year in which the resource is developed.

15. **Additional SCI Trainings:** The SCI may, where available, offer advanced specialized or advanced live or digital training for Individual Members of Institutions in good standing. Credits offered for those trainings will be published in advance.

16. **Intellectual Property:** All content created by leadership, staff, or members of the Student Conduct Institute for the purposes of the SCI Training Program is Copyright © The State University of New York. All rights reserved. License is granted to Individual Members of Institutional Members in good standing for use in years in which the Institution is a member in good standing. SCI material and intellectual property may not be re-sold or re-licensed without the explicit written permission of the Director or designee. Specifically, materials from the SCI may not be shared on the Internet, sent via electronic mail or

another digital or analog communication system, or re-created or duplicated for non-SCI members. If training materials are legally required to be published or disclosed, the SCI will assist Institutional Members in meeting those obligations. Any requests to use materials outside of training purposes should be directed to the Director, or designee. SCI will only use outside materials with permission, or if another intellectual property law exemption (such as Federal government documents or fair use) applies. The name Student Conduct Institute and the Student Conduct Institute logo and derivative marks are trademarks of The State University of New York.

17. **Transfer of Credits:** Individual Members who take a new position with another Institutional Member in good standing may request a transfer of their Individual Membership, including all completed hours of educational content. There is no cost for such a transfer.
18. **Certification and Transcript:** SCI will maintain a transcript of credit completion for all Individual Members of Institutional Members in good standing. Transcripts will be available for view and print by Individual Members as well as Institutional Member Campus Coordinators.
19. **Annual Training Requirement:** Certain federal laws (and, in certain cases, state law) require annual training in all covered topics for all covered employees. Past training does not meet the obligation for future years. Therefore, SCI will annually provide access to all covered trainings for all covered Individual Members from Institutional Members in good standing.
20. **Compliance.** SUNY and Institutions shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and Municipal governments applicable thereto including the provisions of Exhibit A referenced below as a part of this Agreement.
21. **Venue and Jurisdiction.** The laws of New York will govern this Agreement, without regard for New York's choice of law statute. The parties agree to bring any action to construe, interpret or enforce this Agreement in a New York court of competent jurisdiction. The parties agree to submit themselves to such jurisdiction.
22. **Relationship Between the Parties.** The relationship of The State University of New York to the Institution and its Individual Members arising out of this Agreement shall be that of independent contractor. This Agreement shall not give rise to a claim or assertion that any Institution or Individual Member has an employment relationship with SUNY or that SUNY or its staff have an employment relationship with the Institution.
23. **Disputes.** Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.
24. **Waiver.** Any provision of this Agreement may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be

enforced. A single waiver shall not constitute a requirement that the same waiver be provided in the future for that party or another party.

25. **Severability and Enforceability.** If any provision of this Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the Agreement, unless it prevents accomplishment of the objectives and purposes of the Agreement. In the event of any holding that the illegality or invalidity prevents accomplishment of the objectives and purposes of the Agreement, the parties will immediately commence negotiations to remedy such illegality or invalidity.
26. **Liability and Indemnification.** Neither SUNY nor SCI shall have any liability to the Institution or to its Individual Members for any act or omission relating to this Agreement. The Institution agrees to defend and indemnify The State of New York, The State University of New York, and the Student Conduct Institute from any third-party actions arising from the acts or omissions of Institution staff and representatives acting within the course and scope of their employment, or from the acts or omissions of Individual Members of the Institution.
27. **Withdrawing From Membership:** Institutional Members may withdraw from membership by providing notice in writing to the Director or designee at least 45 days prior to the commencement of an SCI year (July 1). Membership privileges will conclude upon cancellation. Beginning with the next SCI year, Individual Members will lose certification status as being in good standing and no longer be able to access any educational content, however they will still be able to access their transcript of prior year(s) courses by contacting SCI staff.
28. **Merger, Integration and Precedence.** These Terms & Conditions, along with New York State required contractual terms published in [Exhibit A \(New York State Standard Contract Clauses\)](#) constitute the entire Agreement. In case of conflict between Exhibit A and this Agreement, Exhibit A will control. If the Institutional Member is a public institution of a state that may not agree to paragraphs 21 and 26 under state law, paragraphs 21 and 26 are deemed deleted and the parties are silent on the contents of those paragraphs.
29. **Amendments:** This Agreement may be amended on occasion. Non-material changes will be posted to the SCI website. Material changes will be delivered electronically or by mail to Institutional Members in good standing.