

XI.F

**NASSAU BOCES DEPARTMENT OF
REGIONAL SCHOOLS and INSTRUCTIONAL PROGRAMS**

**REGIONAL SUMMER SCHOOL
PROGRAM AGREEMENT**

AGREEMENT made this ____ day of _____, 2016, by and between the Board of Cooperative Educational Services of Nassau County, ("Nassau BOCES"), with principal administration offices at 71 Clinton Road, P.O. Box 9195, Garden City, NY 11530, and the Malverne Union Free School District ("District") with its administrative office located at 301 Wicks La, Malverne, NY 11565.

WHEREAS, the District wishes to participate in the Nassau BOCES Regional Summer School Program ("the "Program"); and

WHEREAS Nassau BOCES is duly certified and qualified under the laws of the State of New York and Regulations of the Commissioner of Education to provide and assume full responsibility for the Program through its Department of Regional Schools and Instructional Programs.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, Nassau BOCES and the District hereby agree as follows:

- A. Nassau BOCES will assume responsibility for the Program as follows:
1. The Program will be offered by Nassau BOCES for the time period between July 1, 2016 to August 31, 2016 in accordance with the terms and conditions set forth in the attached Matrix which is deemed to be a part of this Agreement as if fully set forth herein.
 2. All teaching and supervisory staff persons who are assigned to the Program will be employees of Nassau BOCES. As such, staff persons must submit applications and required documentation, including certification (individuals must have a valid teaching certificate) as potential new hires of Nassau BOCES. Final hiring and retention decisions will be at the discretion of Nassau BOCES and will be subject to the provision of Educational Law 3014-a.
 3. As a condition of employment, all Nassau BOCES employees must complete the Nassau BOCES fingerprinting process so that Nassau BOCES may obtain a criminal background check. In addition, all prospective employees must also complete a Nassau BOCES application form that will require, among other information, character references which Nassau BOCES may verify. Any charge for such fingerprinting or background check shall be borne by the prospective employee.
 4. All professional staff and supervisors will report to and be supervised by Nassau BOCES administrators.

5. Periodically, Nassau BOCES administrators may conduct classroom observations and will provide copies of any written notes to teachers. These are observations, NOT evaluations.
6. Program curriculum will comply with all applicable SED requirements.
7. Nassau BOCES will advertise the Program as a Nassau BOCES program. Pertinent class information will appear on, among others, the Nassau BOCES website, www.nassauboces.org.
8. Nassau BOCES will conduct classes with managed open enrollment policy, so that students may enroll at specified times during the school year so long as such registration does not unreasonably disrupt the District activities. The continued operation of classes by Nassau BOCES is contingent upon adequate class enrollment to be determined in the sole discretion of Nassau BOCES.
9. Nassau BOCES may admit into the Program students from other Nassau BOCES component school districts on a space available basis subject to the written agreement of the parties.
10. Nassau BOCES agrees to maintain professional liability insurance in an amount not less than \$1,000,000 per occurrence or \$3,000,000 in the annual aggregate naming the District and any other participating school district as additional insureds.
11. Nassau BOCES agrees to maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate naming the District and any other participating school district as additional insureds.
12. Nassau BOCES will maintain the necessary Worker's Compensation insurance for the BOCES employees working in the Program.
13. Nassau BOCES agrees to provide a Certificate of Insurance to the Assistant Superintendent of Business of the District and to any other participating school district. The Certificates will include a statement that the insurance described therein will not be cancelled, terminated or reduced without sixty (60) days prior written notice to the District and to any other participating school district.
14. Nassau BOCES agrees to indemnify and hold harmless the District and any other participating school district, their Board of Education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages of whatever nature arising in any manner from the performance of Nassau BOCES' services hereunder or the action of, or the failure to act by Nassau BOCES, its representatives, members, officers, agents, employees or anyone else for whose acts Nassau BOCES may be liable.
15. Nassau BOCES, its employees and agents, shall comply with all applicable Federal, State and local statutes, rules and regulations.



B. The District agrees to the following:

1. The District shall provide, at no charge to Nassau BOCES, appropriate classroom space to accommodate anticipated enrollment levels.
2. The District shall assist with the publicity and outreach of the Program by distributing information about the Program to guidance counselors, students and other known interested groups or individuals.
3. The District building administrator(s) shall cooperate with the Nassau BOCES administrators in regard to Nassau BOCES classes which take place therein.
4. The District agrees that BOCES may admit students from other component school districts subject to the written agreement of the parties.
5. The District agrees to indemnify and hold harmless Nassau BOCES, its Board of Education members, officers, agents and employees against any and all causes of action, claims, liabilities, losses or damages arising in any manner from the negligence or intentional misconduct of the District or any of its members, officers, agents or employees arising from the District's performance of its obligations pursuant to this Agreement.
6. The District agrees to maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate naming Nassau BOCES and any other participating school district as additional insureds.
7. The District agrees to maintain professional liability insurance in an amount not less than \$1,000,000 per occurrence of \$3,000,000 in the annual aggregate naming Nassau BOCES and any other participating school district as additional insureds.
8. Upon request, the District will provide certificate of insurance to Nassau BOCES and any participating school district which will include a statement that the insurance described therein will not be cancelled, terminated or reduced without sixty (60) days prior written notice to Nassau BOCES and to any other participating school district.
9. The District shall agree to make its students Regent's scores available to Nassau BOCES for purposes of curriculum development and analysis of Common Core State Standards.

C. Compensation:

1. Nassau BOCES will submit a detailed invoice to the District referencing time period, staffing, and a 20% management fee according to the details identified on the District's matrix.
2. The District will pay Nassau BOCES within 30 days of receipt of the invoice.



3. District shall pay for all custodial and security costs and all other costs and charges related to the space provided to Nassau BOCES for the Program, except that the custodial and security costs shall be shared by the consortium districts based on the percentage of student enrollments.

D. ADDITIONAL TERMS AND CONDITIONS

1. If any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remainder hereof shall not be affected or impaired thereby in any way. All remaining provision(s) shall be enforced to the fullest extent permitted by law.
2. If any one or more of the provisions contained in this Agreement are held to be excessively broad as to duration, scope, activity or subject, then such provisions will be construed by limiting and reducing them so that they are enforceable to the fullest extent permitted by law.
3. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York. The parties each waive trial by Jury in any action concerning this Agreement.
4. This Agreement constitutes the entire agreement of the parties and may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of the parties.
5. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party or parties.
6. The term of this Agreement may be extended annually, upon mutual agreement of the parties in writing.
7. This Agreement may be voided by the District until May 31, 2016.
8. The District will provide all students with a copy of the District's Code of Conduct and/or a Student Handbook. Discipline issues will be handled in accordance with said Code of Conduct by the District in consultation with Nassau BOCES.
9. The District will conduct any Superintendent's Hearings as needed for disciplinary reasons according to the District's protocol. The principal of the Nassau BOCES Regional Summer School Program (or designee) will attend all hearings.
10. The appeals process of any student, parent and/or guardian will follow the District's protocol as stated in their Code of Conduct. The principal of the Nassau BOCES Regional Summer School Program (or designee) will be informed of any pending appeal.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MALVERNE UNION FREE SCHOOL DISTRICT

Date: _____

By _____
Name:
Title:

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY

Date: _____

By _____
Name: Dr. Robert R. Dillon
Title: District Superintendent

