AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN SUFFOLK COUNTY COMMUNITY COLLEGE and HAMPTON BAYS SCHOOL DISTRICT

This is an AMENDMENT to the MEMORANDUM OF AGREEMENT (the "Agreement") by and between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal office at 533 College Road, Selden, New York 11784, and

HAMPTON BAYS SCHOOL DISTRICT ("Hampton Bays"), having its principal office at 86 East Argonne Road, Hampton Bays, NY 11946.

WHEREAS, the College and Hampton Bays executed the Agreement on November 22, 2016, and

WHEREAS, paragraph A(2) of the Agreement provides for its renewal for additional one-year terms upon the mutual written consent of the parties.

NOW, THEREFORE, it is mutually agreed, as follows:

1. The term of the Agreement shall be renewed for one (1) year, from September 30, 2017 to September 29, 2018.

2. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment as of the latest date written below.

Lars Clemensen 9/27/17

Lars Clemensen — Date
Superintendent of Schools
Hampton Bays School District

Louis J. Petrizzo 10/13/17

~~Dr. Shaun L. McKay~~ — Date
~~President~~ Louis J. Petrizzo
College General Counsel / Exec. V.P.
Suffolk County Community College

MEMORANDUM OF AGREEMENT BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE and
HAMPTON BAYS SCHOOL DISTRICT

MEMORANDUM OF AGREEMENT by and between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal office at 533 College Road, Selden, New York 11784, a community college created pursuant to New York State Education Law, under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and

HAMPTON BAYS SCHOOL DISTRICT ("Hampton Bays"), having its principal office at 86 East Argonne Road, Hampton Bays, NY 11946.

WHEREAS, College and Hampton Bays mutually desire to collaborate in the planning and implementation of a two-year Childcare Development Associate (CDA) program ("Program") for Hampton Bays High School students, and

WHEREAS, the CDA Program will be aligned with the requirements for the Council for Professional Recognition's ("Council") Preschool Center-based CDA credential, and

WHEREAS, by a resolution adopted on August 18, 2016, the Suffolk County Community College Board of Trustees authorized an agreement with Hampton Bays for the provision of services in exchange for the payment of a fair and reasonable fee, as specified herein.

NOW, THEREFORE, it is mutually agreed, as follows:

A. TERM AND TERMINATION OF AGREEMENT

1. The term of the Agreement shall be for one (1) year, from September 30, 2016 to September 29, 2017.

2. The Agreement may be renewed for additional one-year terms, or otherwise amended, upon the mutual written consent of both parties.

3. Either party may cancel the Agreement upon thirty (30) days' prior written notice tendered to the other party before the end of a semester. Such cancellation shall be effective as of the last day of the semester.

4. Any written notice required under this section shall be effective upon receipt by the parties at the following addresses:

For College:

Suffolk County Community College
533 College Road, NFL 230
Selden, New York 11784
Attn: Louis J. Petrizzo, Esq.
College General Counsel

For Hampton Bays:

Hampton Bays School District
86 East Argonne Road
Hampton Bays, NY 11946
Attn: Mr. Lars Clemensen
Superintendent of Schools

B. RESPONSIBILITIES OF THE COLLEGE

1. College shall provide prescribed on-line courses (120 hours total, 60 hours per school year) approved by New York State for the CDA credential and supplementary coursework for each cohort of students enrolled in the Program.

2. College shall observe students completing the required field work at the SCOPE preschool located in the Hampton Bays School District (480 hours total, 240 hours per year), supplemented by an additional 80 hours of instruction per year.

3. College shall provide required Year Two instruction and field work observation for any Hampton Bays students who completed Year One modules during the 2015-16 academic year.

4. College shall provide individualized assistance for each student with preparation for the Council's credentialing exam, including compilation and review of each student's professional portfolio and a credentialing exam study guide. Assigned faculty from both Hampton Bays and College shall work with students to create such portfolios.

5. College shall pay the cost of the application fee for the credentialing exam, which cost shall be included in the fee to be tendered from Hampton Bays to the College, as further specified in paragraph D herein.

6. College shall coordinate with a Professional Development Specialist, as assigned by the Council, to verify students' portfolios and observe classroom work.

7. College shall provide faculty to oversee student progress through the online courses on an ongoing basis.

8. College shall provide faculty to observe field training in the SCOPE classroom, for 1.25 hours per week, on alternate weeks.

9. College shall provide age-appropriate instructional materials, including text books and manipulatives, not to exceed a cost of $200 per year, which cost shall be included in the fee to be tendered from Hampton Bays to the College, as further specified in paragraph D herein.

C. RESPONSIBILITIES OF HAMPTON BAYS

1. Hampton Bays shall recruit a minimum of eight (8) students and a maximum of eleven (11) students annually from Hampton Bays High School to participate in the CDA Program.

2. Students are to be recruited as cohorts from the incoming 11th grade population, whenever possible.

3. Hampton Bays shall provide student information and CDA course progress records for those students requiring Year Two instruction and field observations to complete the program.

4. Hampton Bays shall provide a certified Hampton Bays teacher to oversee students during their daily online and field experiences at the pre-K school operated by SCOPE at Hampton Bays High School. This teacher will liaise with College CDA faculty and administrators.

C. TUITION AND FEES

1. For educational services rendered for the CDA Program, Hampton Bays agrees to tender to College the sum of $19,800.00 for each cohort of up to 11 students annually.

2. Additional students may participate in the CDA Program at a cost of $2,000.00 per student annually.

D. MISCELLANEOUS

1. This Agreement may not be assigned. This Agreement shall not be modified, except in a writing signed by the parties hereto.

2. This Agreement shall be binding only upon the parties hereto and is not intended, nor s shall be construed, to give rise to any rights, duties or liabilities on the part of any other party. Specifically, the parties do not intend that any other person or entity shall be a beneficiary of this Agreement.

3. This Agreement may be terminated on thirty (30) days written notice to the other party for the breach of any material provision of this Agreement.

4. College agrees to defend, indemnify and hold harmless Hampton Bays, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents of employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

5. Hampton Bays agrees to defend, indemnify and hold harmless the College, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Hampton Bays, its officers, directors, contractors, agents or

employees in connection with the performance of services pursuant to the Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

6. 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.

ACCEPTED AND APPROVED:

Lars Clemensen 11/8/16

Lars Clemensen Date
Superintendent of Schools
Hampton Bays School District

11/22/16

Dr. Shaun McKay Date
President
Suffolk County Community College