

AGREEMENT

This Agreement is made this 4th day of December, 2019 between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, NASSAU COUNTY (hereinafter referred to as "NASSAU BOCES") having its principal place of business located at 71 Clinton Road, Garden City, New York 11530 and FIVE TOWNS the COLLEGE (hereinafter referred to as "the COLLEGE") having its principal place of business located at 305 North Service Road, Dix Hills, New York 11746.

RECITALS

WHEREAS, the COLLEGE represents and warrants that it offers a various college courses as part of its college curriculum;

WHEREAS, NASSAU BOCES desires to offer eligible students enrolled at the Long Island High School for the Arts (hereinafter referred to as "LIHSA") the opportunity to enroll in various college courses offered by the COLLEGE;

WHEREAS, the COLLEGE is ready, willing and capable of extending college credit to those eligible NASSAU BOCES students who successfully complete the various college courses detailed in this Agreement; and

WHEREAS, NASSAU BOCES desires to enter into an educational arrangement with the COLLEGE for the extension of college credit to eligible NASSAU BOCES students as more fully set forth herein.

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

ARTICLE I

COLLEGE RESPONSIBILITIES

1. The COLLEGE shall provide eligibility to NASSAU BOCES students to receive college credit who meet the following criteria:
 - a. Successfully complete the New York State mandated curriculum in the articulated program offered by LIHSA as indicated on official High School transcripts;
 - b. Achieve an overall grade point average of B (80%) or better, or attain such other grades and scores that The College may deem acceptable;
 - c. Maintain a minimum attendance rate of 80% throughout their enrollment at LIHSA; and
 - d. Have completed the program within 5 years of the time of application to The College.

Students who present the credentials set forth above to the College before the student begins classes at the College, and who have completed an articulated program shall, upon matriculation at

the College, be eligible to receive college credit as set forth in *Schedule A*, a copy of which is annexed hereto and made a part of hereof.

Students who present the credentials set forth above to the College before the student begins classes at the College, and who have completed an articulated program shall, upon matriculation at the College, be eligible to receive a scholarship as set forth in *Schedule A*, a copy of which is annexed hereto and made a part of hereof.

2. The COLLEGE shall undertake the following activities:
 - a. Periodic curricula review of the articulated program given at LIHSA to ensure that it meets the approved requirements for credit-bearing courses offered at The College;
 - b. Providing a procedure for awarding credit to students who successfully complete an articulated program when they elect to pursue a related degree program at The College;
 - c. Inviting students to tour the campus; and
 - d. Notifying LIHSA of any changes in the agreement.
3. The COLLEGE shall work cooperatively with NASSAU BOCES to effectuate the purpose of this Agreement.

ARTICLE II

NASSAU BOCES'S RESPONSIBILITIES

4. NASSAU BOCES shall make all applications required in connection with this Agreement available to its students. NASSAU BOCES shall also provide to its students any and all contact information for the COLLEGE.
5. NASSAU BOCES shall undertake the following activities:
 - a. be the liaison between NASSAU BOCES and the COLLEGE and in all manners:
 - i. assist in process for appointing new adjuncts;
 - ii. submit/coordinate student applications each semester with the Registrar;
 - iii. establish college courses each semester with Registrar;
 - iv. ensure instructors submit grades on time.
 - b. provide literature about the program for students/parents/administrators
 - c. communicate any other opportunities that are relevant to NASSAU BOCES.
6. This course will be taught by NASSAU BOCES employees on NASSAU BOCES property.
7. NASSAU BOCES shall work cooperatively with the COLLEGE to effectuate the purpose of this Agreement.

ARTICLE III

TERM OF AGREEMENT

8. This Agreement shall be in effect from November 1, 2019 until October 31, 2023 unless earlier terminated.
9. Both parties reserve the right to terminate this Agreement for any reason upon thirty (30) days written notice. In the event that the Agreement is terminated during a semester, such termination will be effective the day after the end of the semester in which notice was provided.

ARTICLE IV

MISCELLANEOUS

10. The COLLEGE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. the COLLEGE, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The COLLEGE further agrees that any information received by the COLLEGE, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of NASSAU BOCES, its employees, agents, clients, and/or students will be treated by the COLLEGE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision, the COLLEGE shall immediately notify NASSAU BOCES and advise it as to nature of the breach and the steps the COLLEGE has taken to minimize said breach. The COLLEGE shall indemnify and hold NASSAU BOCES harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
11. The COLLEGE understands and agrees that it shall comply and be responsible for complying with all applicable federal, state, and local statutes, rules, regulations, codes, and ordinances, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and New York Education Law section 2-d.
12. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The COLLEGE and any person employed by or conducting business with NASSAU BOCES shall not be a partner, employee, agent, or joint venturer of NASSAU BOCES.
13. Except as expressly provided in the agreement between NASSAU BOCES and the COLLEGE, duties and obligations imposed by this Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or in equity or by other agreement, and such rights and remedies shall survive acceptance of the COLLEGE's services and/or any other termination of the Agreement with NASSAU BOCES.

14. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

FIVE TOWNS COLLEGE
305 North Service Road
Dix Hills, New York 11746

NASSAU BOCES
71 Clinton Road
Garden City, New York 11530

15. The headings used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

16. Neither the COLLEGE nor NASSAU BOCES will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

17. The COLLEGE agrees not to assign, transfer, convey or sublet or otherwise dispose of this Agreement or its right, title and interest therein or its power to execute such Agreement, to any other person, firm or corporation without the previous consent in writing of NASSAU BOCES.

18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

19. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any

provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

20. No modifications or waivers of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties.

21. If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be unenforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

22. This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES, NASSAU COUNTY

Dated: 12/4/19

By:



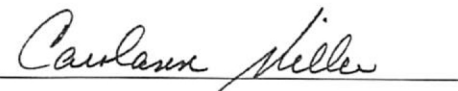


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FIVE TOWNS COLLEGE

Dated: 12/4/19

By:



Schedule A: Articulation Components

LIHSA Programs	Years of Program	Advanced Placement Credit	Five Towns College Program	Articulation Agreement Grant*
THEATRE	1 Year	3 credits	Theatre Arts	15% Tuition Scholarship for up to 4 years of study
	2 Years	7 credits		25% Tuition Scholarship for up to 4 years of study
DANCE	1 Year	1 credit	Theatre Arts	15% Tuition Scholarship for up to 4 years of study
	2 Years	4 credits		25% Tuition Scholarship for up to 4 years of study
THEATRE DESIGN/TECHNOLOGY	1 Year	1 credit	Theatre Arts	15% Tuition Scholarship for up to 4 years of study
	2 Years	6 credits		25% Tuition Scholarship for up to 4 years of study
FILM/VIDEO PRODUCTION	1 Year	3 credits	Film/Video	15% Tuition Scholarship for up to 4 years of study
	2 Years	9 credits		25% Tuition Scholarship for up to 4 years of study
MUSIC (INSTRUMENTAL OR VOCAL)	1 Year	4 credits	Jazz/Commercial Music (Performance)	15% Tuition Scholarship for up to 4 years of study
	2 Years	8 credits		25% Tuition Scholarship for up to 4 years of study
DIGITAL MEDIA PRODUCTION	1 Year	3 credits	Jazz/Commercial Music (Performance) or Business Management	15% Tuition Scholarship for up to 4 years of study
	2 Years	6 credits		25% Tuition Scholarship for up to 4 years of study