AGREEMENT

THIS AGREEMENT is made by and between SUFFOLK COUNTY COMMUNITY COLLEGE (College), 533 College Road, Selden, New York 11784 and SUFFOLK COMMUNITY COLLEGE ASSOCIATION, INC. (Association), a not-for-profit membership corporation organized and existing under the laws of the State of New York, whose principal office or place of business is located at 533 College Road, Selden, New York 11784.

The parties hereto desire to implement a resolution of the Board of Trustees, which authorizes the operation of on-campus child care centers and provides for the College to transfer to the Association such monies as are received by the College from the State University of New York in support of child care programs and facilities.

TERM OF AGREEMENT: Effective September 1, 2002 and renewable automatically annually through August 31, 2012.

TOTAL COST OF AGREEMENT: None.

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A and B, attached.

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

SUFFOLK COUNTY COMMUNITY COLLEGE

By: Steven F. Schrier
Vice President for Legal, Planning and Information Technology

Date: 6/27/03

SUFFOLK COMMUNITY COLLEGE ASSOCIATION, INC.

By: Michael Hollander
Chairperson, Board of Directors

Date: 6/30/03

APPROVED AS TO FORM, NOT REVIEWED AS TO EXECUTION

By: Ilene S. Kreitzer
Legal Affairs and Compliance Officer

Date: 6/27/03

APPROVED:
Suffolk County Community College

By: Michael Weissberg
Vice President for Student Affairs

Date: 6/27/03
EXHIBIT A
TERMS AND CONDITIONS

Whereas, the Association is a not-for-profit corporation, formed for the purpose of, among others, supplementing the services provided by the College to its students, alumni, faculty and staff; and

Whereas, one of the services to be provided by the Association is the operation of one or more day care centers for children; and

Whereas, the Association has operated and continues to operate a day care center at each of the College’s three campuses; and

Whereas, Resolution No. 2003.98 of the College’s Board of Trustees authorizes the operation of these day care centers and directs the College to transfer to the Association such monies as are received by the College from the State University of New York in support of child care programs and facilities;

Now, therefore, in consideration of the covenants, promises, and consent herein contained, the parties hereto agree as follows:

1. The College shall permit the Association the use of College facilities at no charge in connection with providing child care services primarily to the children of students and employees, and the College shall also furnish the Association with electric, water, sewage disposal, garbage disposal, and custodial services in connection with its child care services.

2. The Association shall protect, indemnify and forever save harmless the College and its agents from and against any damage, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, order, rule or regulation or occasioned by any act of neglect or omission of the Association, its servants, employees, agents, visitors and licensees. The Association shall obtain such insurance as required by the College or by the County of Suffolk and shall keep same in force during the life of this agreement.

3. The Association shall not assign, transfer or convey this contract, or any portion thereof, or its right, title or interest therein, without the written consent of the College.

4. The College and the Association may jointly or separately apply for grants or State funding to assist in the financing of the child care centers. Any funding so received shall be paid over to the Association for use under the terms of the grant or award or aid.

5. This Agreement is subject to the amount of funds appropriated for each year of this Agreement and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the College under this Agreement beyond the amount of funds appropriated by the Legislature for this purpose.
6. The College may, from time to time, request monies within its operating budget for the purpose of assisting the child care centers in meeting their respective financial need. Such monies shall, if appropriated, be paid over to the Association and used to fund the operation, improvement or expansion of the child care centers.

7. The Association shall be responsible for providing qualified personnel to staff the centers and there shall be a sufficient number of staff to provide a beneficial and safe environment for children. The Association shall be deemed a contractor hereunder and all persons compensated by the Association shall be deemed its employees or subcontractors.

8. a. The Association agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the College. Unless otherwise specified by the College and agreed to by the Association, in writing, such insurance will be as follows:

i. Commercial General Liability Insurance, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence.

ii. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Three Hundred Thousand Dollars ($300,000.00) combined single limit for bodily injury and property damage per occurrence.

iii. Workers’ Compensation and Employer’s Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall have furnished to the College prior to execution of this Agreement the documentation required by the State of New York Worker’s Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker’s Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Association shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

iv. Professional Liability Insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence.

b. All policies providing such coverage shall be issued by insurance companies duly licensed by the State of New York and acceptable to the College with an A.M. Best rating of A- or better.

c. The Association shall furnish to the College certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance and of any automobile liability insurance, said certificates or other evidence of insurance shall name the College as
an additional insured. All such certificates or other evidence of insurance shall provide for the College to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change. Such certificates policies or other evidence of insurance and notices shall be mailed to the College at the address at the head of this Agreement.

8. This Agreement may be rescinded by the College’s Board of Trustees at any time with ninety (90) days’ notice.

END OF TEXT OF EXHIBIT A
RESOLUTION NO. 2003.98 AUTHORIZING THE EXECTION OF A MULTI-YEAR CONTRACT WITH THE SUFFOLK COMMUNITY COLLEGE ASSOCIATION, INC. FOR THE PROVISION OF CHILD CARE SERVICES

WHEREAS, the Suffolk Community College and the Suffolk Community College Association, Inc. have entered into annual contracts for the provision of on-campus child care services, and

WHEREAS, the State University has been making annual grants to the College for child care services that are paid over to the Association in accordance with the contracts executed on an annual basis and it appears that SUNY will continue to be making such grants, and

WHEREAS, it will be necessary on a continuing basis for a contract to be in place to allow for the SUNY grants to be paid over to the Association in order for the Association to be able to provide child care services, be it therefore

RESOLVED, that a contract is hereby authorized between the College and the Suffolk Community College Association, Inc. for a ten year term, with the right of the Board to rescind upon 90 days notice, for the Association to provide child care services on the campuses of the College and permitting the use of the College premises, at locations as designated by the president, for carrying out this service, and be it further

RESOLVED, that such contract will provide that any aid or assistance received by the College, from any source, that is specifically for the purposes of providing child care services shall be paid over to the Association.

William D. Moore, Secretary
Board of Trustees

END OF TEXT OF EXHIBIT B