

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
HAUPPAUGE SCHOOL DISTRICT**

Whereas, Suffolk County Community College (College) offers an Early College Program (ECP) that provides high school juniors and seniors the opportunity to take college level classes while enrolled in high school, and

Whereas, the Hauppauge School District (School District) wishes to participate in the ECP so as to obtain the benefit of college level instruction for the School District's students enrolled in the ECP,

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

1. Term of Agreement

This Agreement shall be in effect from date of signing or June 1, 2023, whichever is later, and will continue until August 30, 2028. Either party may terminate the Agreement for any reason during the term thereof, as further detailed in Section 6(d).

2. Commitment of the College

- a. The College will partner with the School District to enroll students in the ECP along multiple tracks. Accordingly, depending on the student's high school grades, placement test scores, if any, and/or aspirations, students shall be eligible for admissions to the College's credit bearing classes as regular non-matriculated students or as career track non-matriculated students.
- b. Placement testing, when/if available, will be conducted by the College at its Brentwood Campus, at a mutually agreed upon time. All eligible ECP students will take any College placement test as a cohort group. High school transcripts and H.S. guidance recommendations will be considered.
- c. Class assignments shall be based on the sole professional assessment of College employees and are not subject to review by the School District.
- d. Classes will be offered at the College's Michael J. Brentwood Campus, or online (if unable to be offered on-campus). Students will be placed in credit-bearing courses with the College's general student population. In all cases, the faculty who will teach ECP classes will be full-time or adjunct faculty of the College.
- e. The School District may arrange for the students' transportation to and from the College. If the School District does not provide for students' transportation to and from the College, it shall be the student or the student's parent/guardian's responsibility to arrange for the student's transportation to and from the College. School District, or the student or the student's parent/guardian shall bear all responsibility and liability for the students while traveling to and from the College. The College shall bear no responsibility whatsoever for

any liability incurred by the School District, or the enrolled students in connection with the students' transportation while participating in ECP.

- f. The tuition charged by the College to each eligible Early College Program participating student for the term of this Agreement shall be as follows:

For Summer 2023 semesters: \$57 per college credit.

Commencing with Fall 2023 semester: \$61 per college credit.

ECP participating students will also be responsible for paying any applicable fees.

The College reserves the right to increase the tuition charged, upon its discretion, not to exceed one-third of the tuition charged to part-time Suffolk County resident students. Notice of any tuition increase will be provided by the College to the School District in advance of the academic semester when the tuition increase is set to take effect. The students shall be required to render payment to the College upon receipt of a bill/invoice in order to maintain their registration in the classes.

- g. The ECP reduced tuition rate, as stipulated in this Agreement, applies to the fall, spring and summer semesters of each academic year. Winter session classes do not qualify for the reduced tuition rate.

3. Commitment of the School District

- a. The School District has a process in place, in coordination with the College schedule, to inform parents/guardians and students of the requirements and benefits of program participation.
- b. Each spring, the School District shall promote and invite qualified students and their parents/guardians to an informational session at the High School or SCCC.
- c. If possible, the School District may provide transportation to and from the campus.
- d. The School District shall assign a designated counselor/administrative contact who will aid in the recruitment, monitoring and overall facilitation of those aspects of the ECP that take place in the School District's facilities. A designated counselor/administrative contact for students is necessary for all semesters of the ECP during which students are taking courses through the ECP. The designated counselor/administrative name(s) and contact information should be indicated at the bottom of this document, with any changes immediately forwarded in writing to the College ECP counselor and Assistant Dean for K-12 Programs. The Early College Program counselor at the SCCC campus will work in conjunction with the high school contact and will assist the students with applying to the ECP, providing high school transcripts to SCCC, and student registration.

4. Commitment of Students

- a. Students interested in participating in the ECP shall apply to the ECP in their sophomore or junior year for admission for their junior or senior year, respectively. Students applying must be **current** high school students, registered in the School District at the time of the

ECP course offering. Students will take appropriate placement testing, if any, at the College's Brentwood Campus, when such testing is required.

- b. Continuation in the ECP is dependent on students performing satisfactorily. Students who maintain a 2.75 GPA in SCCC courses or better in their first year shall be deemed to have performed satisfactorily, and may continue in the ECP for the second year. Students must comply with all ECP policies and procedures on maintaining eligibility (Student Eligibility). Early College Program (sunysuffolk.edu)
- c. Students must comply with all College policies and procedures, including but not limited to the Student Code of Conduct (See Student Code of Conduct (sunysuffolk.edu)).
- d. Students are responsible for paying tuition/fees to the College.
- e. The student and his/her parent or guardian will be required to sign a record releasee authorization statement under the Family Educational Rights and Privacy Act (FERPA) to authorize the release of specific educational information to allow **designated** Suffolk County Community College personnel to discuss the student's performance, behavior and/or academic records on their behalf with their parents/guardians and **designated** School/high school personnel.

5. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX
Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX
Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

6. Miscellaneous

- a. Any announcement or other public statement made by any party concerning this Agreement or the relationship between the parties shall be subject to the prior approval of the other party except as may be required by law. Except as otherwise expressly provided herein, neither party shall make use of the other's name(s), either jointly or singly, except in such manner as may be agreed upon by the person whose name is used.
- b. This Agreement may not be assigned. This Agreement shall not be modified, except by writing signed by all of the parties hereto.
- c. This Agreement shall be binding only upon the parties hereto and is not intended to nor 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 shall be a beneficiary of this Agreement.
- d. This Agreement may be terminated on 30 days' written notice to the other party for the breach of any material provision of this agreement. In addition, the Agreement may be terminated for convenience by either party. If either party wishes to terminate this agreement without cause, the terminating party must provide written notice of that intent to the other party, and such termination would be effective upon the conclusion of the semester during which such notice was provided.
- e. The obligations set forth in paragraph "4" herein are not the responsibility of the School District and any breach of those obligations by any student does not constitute a breach of any obligation of the School District.
- f. To the extent permitted by law, the College agrees to indemnify and hold harmless the School District, its officers, directors, agents, or employees against those claims, demands, actions, lawsuits, costs, damages and expenses, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents or 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.
- g. The School District 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 attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the School District, its officers, directors, agents or 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.

SCHOOL DISTRICT DESIGNATED COUNSELOR/ADMINISTRATIVE CONTACT: As referenced in paragraph 3d, kindly, provide the name and e-mail address:

Gary Campanelli, Director of Guidance; campanellig@hauppauge.k12.ny.us; 631-761-8389

SCHOOL DISTRICT EMERGENCY CONTACT: Kindly, provide the name, e-mail address and two direct access contact phone numbers (cell and office) of the School District's designated administrator in the event of an emergency while participating ECP students are on campus. Please note that in the event of an emergency, students' parent(s)/guardian(s) may be contacted. The College reserves the right, within its sole discretion, to determine whether an emergency exists, and if and when to contact the School District and/or a participating ECP student's parent or guardian.

Designated HS Administrator Name/Contact Information: Gary Campanelli

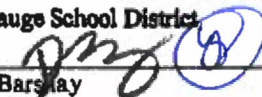
E-mail address: campanellig@hauppauge.k12.ny.us

Phone Number: C: 516-805-2873 O: 631-761-8389


Recommended:


By: Dr. Liesl Jones, Vice President for Academic Affairs
Suffolk County Community College


Hauppauge School District


David Barsby
President, Board of Education

Approved by:
Suffolk County Community College


Dr. Edward T. Bonahue
College President
Date: 6/2/23

Hauppauge School District


Dr. Donald B. Murphy
Superintendent of Schools
Date: 6/7/23