

**HADLEY- LUZERNE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION SPECIAL MEETING
December 21, 2015
STUART M. TOWNSEND ES MEDIA CENTER 6:30 pm**

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGEANCE**
3. **NEW BUSINESS** (ACTION)

A. Training Services Agreement with Cornell University

Resolution #119

As recommended by the interim superintendent, WHEREAS, HLCS and Cornell University Desire to enter into an agreement relating to Therapeutic Crisis Intervention Training of Trainers services which are to be provided by Cornell University for HLCS, delivered at PO Box 200, 27 Hyland Drive, Lake Luzerne, NY 12846;

WHEREAS, HLCS and Cornell University have been engaged in discussions, and have exchanged proposals all relating to the scope of services to be provided by Cornell University to HLCS and their respective rights and responsibilities; and

WHEREAS, HLCS desires to engage Cornell University for the purpose of providing to HLCS specific training, education, and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, HLCS and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

NOW THEREFORE, in consideration of the mutual promises exchanged between the parties, HLCS and Cornell University hereby agree to the terms and conditions in the agreement dated December 8, 2015.

B. HLAA - AGREEMENT

Resolution # 120

BE IT RESOLVED, that the Board of Education of the Hadley Luzerne Central School District, upon the recommendation of the Interim Superintendent of Schools, hereby approves the agreement dated December 21, 2015, extending the probationary appointment of Principal Elizabeth Hayes for a period of six (6) months, to June 30, 2016, in accordance with the terms of said agreement.

4. **ADJOURNMENT**

❖ *Next Board of Education Regular Meeting – January 25, 2016
SMTES LGI 6:30 pm*

COPY

TRAINING SERVICES AGREEMENT

between

**CORNELL UNIVERSITY on behalf of its Bronfenbrenner Center
for Translational Research
and**

Hadley-Luzerne Central School

This training services agreement (hereinafter "Agreement") is made effective as of the 8th day of December 2015 by and between Hadley-Luzerne Central School (hereinafter HLCS) with its offices located at P.O. Box 200, Lake Luzerne, NY 12846 and Cornell University on behalf of its Bronfenbrenner Center for Translational Research with its offices located at Beebe Hall Ithaca, NY 14853 (hereinafter "Cornell University").

WITNESSETH

WHEREAS, HLCS and Cornell University desire to enter into an agreement relating to Therapeutic Crisis Intervention Training of Trainers services which are to be provided by Cornell University for HLCS, delivered at P.O. Box 200, Lake Luzerne, NY 12846;

WHEREAS, HLCS and Cornell University have been engaged in discussions, and have exchanged proposals all relating to the scope of services to be provided by Cornell University to HLCS and their respective rights and responsibilities; and

WHEREAS, HLCS desires to engage Cornell University for the purpose of providing to HLCS specific training, education, and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, HLCS and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

NOW THEREFORE, in consideration of the mutual promises exchanged between the parties, HLCS and Cornell University hereby agree as follows:

1. DESCRIPTION OF SERVICES.

(a) "Services" (which as used in this Agreement shall include educational services) shall include the following described activities and all activities of Cornell University necessary to its performance of the work included in the description herein described.

i. Materials: Cornell University agrees to ship training materials to the appropriate training locations.

- ii. Training Delivery: Additionally, Cornell University agrees to deliver a five-day Therapeutic Crisis Intervention for Schools Training of Trainers (TCIS TxT). The dates of the training will be February 1-5, 2016. The location of the training will be Hadley-Luzerne Central School, Stuart M. Townsend Elementary School, 27 Hyland Drive, Lake Luzerne, NY 12846.

(b) Fee for Services: HLCS agrees to pay to Cornell University \$29,300.00.

2. **BILLING**. Services will be billed by Cornell University through Bronfenbrenner Center for Translational Research, Beebe Hall, Ithaca, NY 14853.

HLCS,
P.O. Box 200
Lake Luzerne, NY 12846

Payment for services shall be made to the Bronfenbrenner Center for Translational Research within thirty (30) days of HLCS receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 5% per month. Purchase orders and checks, payable to Cornell University, will be forwarded to the Bronfenbrenner Center for Translational Research, Beebe Hall, Ithaca, NY 14853.

3. **TERM**. The term of this Agreement shall commence on the date of signing by both parties and shall continue until December 31, 2016, unless terminated sooner in accordance with its terms.
4. **DISCLAIMER AND TERMINATION**. It is recognized that situations may arise which would make it difficult, if not impossible for Cornell University's instructors to deliver the training as agreed to or in the timeframe agreed to. It is further recognized that there may be situations in which HLCS will desire to discontinue the program. Therefore, it is understood and agreed that Agreement may be postponed or discontinued at any time at the option of either party, upon thirty (30) days prior written notice to the other party. If the training is cancelled by HLCS less than 30 days prior to the training, HLCS will be charged a cancellation fee of \$500.00.
5. **INDEPENDENT CONTRACTOR**. Cornell University's relationship to HLCS in performing Services under this Agreement is that of an independent contractor. The personnel who will perform services under this Agreement shall at all times be under Cornell University's exclusive direction and control and shall be employees or independent contractors of Cornell University and not HLCS. Cornell University shall pay all wages, salaries, fringe benefits, and other amounts due to its personnel or its independent contractors in connection with this Agreement and shall further be responsible for all reports and obligations respecting them relating to Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
6. **REPRESENTATIONS**. All Services shall be performed in accordance with sound

and generally accepted professional practices and industry standards by professional, managerial, and administrative personnel fully qualified in the respective professional discipline required. All statements and materials regarding its qualifications to perform the Services under this Agreement are true and correct and are not misleading or incomplete for any reason, including by reason of omission. Cornell University makes no warranty, either express or implied, regarding the application or use of its services by HLCS, including any specific outcome or result. Notwithstanding the provisions in Section 4 of this Agreement to the contrary, Cornell University agrees that HLCS may immediately terminate this Agreement if Cornell University has misstated its qualifications to perform the Services hereunder.

7. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** Confidential or proprietary information, which is disclosed by either party to the other for purposes of performing the Services hereunder and which is clearly identified by the disclosing party as confidential or proprietary information, shall be protected by the receiving party in the same manner and with the same degree that the receiving party uses to protect its own confidential or proprietary information. However, neither party shall be required to keep confidential information which: (a) is or becomes publicly available; (b) already in that party's possession at the time of disclosure by the other party; (c) independently developed by that party outside the scope of this Agreement; or (d) rightfully obtained from third persons.
8. **INDEMNIFICATION AND RESPONSIBILITY.** In no event shall Cornell University be responsible for any accident or injury caused by the failure of HLCS employees to perform the training exercises properly. HLCS understands that there is risk of personal injury associated with the training exercises when employees of HLCS practice the training exercises. HLCS agrees to hold Cornell University harmless from any accident or injury due to the inherent risk of the performance of the training moves taught and to waive subrogation on behalf of itself and its insurance company for any workers compensation claim. Except as limited above, Cornell University agrees to indemnify and hold HLCS harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against HLCS that result from the acts, errors, or omissions of Cornell University and its employees. HLCS agrees to indemnify and hold Cornell University harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against Cornell University that result from the acts, errors, or omissions of HLCS, HLCS and its employees. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.
9. **INTELLECTUAL PROPERTY & NON-EXCLUSIVE LICENSE TO HLCS.** The following provisions shall apply with respect to copyrightable works and intellectual property which pertain to the Services performed by Cornell University under this Agreement:
 - (a) All materials belonging to or in the possession of HLCS, written, printed, or otherwise recorded, shall be used by Cornell

University only in the performance of Services hereunder and Cornell University shall not record, reference, or reproduce such materials without the express written consent of HLCS.

(b) Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed under this Agreement. The participants in the programs delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University

10. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other for payment of any consequential damages. However, the provision of this Section 10 of this Agreement shall not apply in any way to either party's obligation to indemnify the other party.

11. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS. During the term of this Agreement, Cornell University shall maintain and provide proof upon request to HLCS of the existence of general commercial liability insurance coverage or self insurance program, together with such further insurance coverages which are satisfactory to HLCS. Upon request by HLCS, its officers, directors, agents, affiliates, members and employees, shall all be designated as additional insured on Cornell University general liability insurance policies but limited to those claims accident or incidents arising out of the acts, errors or omissions of Cornell University as specifically limited by section 8.

12. NONDISCRIMINATION. The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation of this Section 12 by either party shall constitute a material breach of this Agreement.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to HLCS:

Attn: Brianne Martin

HLCS

P.O. Box 200

Lake Luzerne, NY 12846

Tel: 518-696-2378

Fax:

e-mail: martinb@hlcs.org

If to Cornell University

Cornell University, College of Human Ecology, Bronfenbrenner Center for Translational
Research, Residential Child Care Project

Attn: Martha Holden
Title: Project Director
Beebe Hall

Ithaca, NY 14853

Tel: 607-254-5337

Fax: 607-255-4837

e-mail: mjh19@cornell.edu

Such addresses may be changed from time to time by either party by providing
written notice to the other in the manner set forth above.

14. **ENTIRE AGREEMENT.** This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
15. **AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.
16. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York, and any claims hereunder shall be brought in Tompkins County, New York.
19. **ASSIGNMENT.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by HLCS and Cornell University and their respective successors and assigns as permitted hereunder.
20. **FORCE MAJEURE.** Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.

21. **CAPTIONS AND HEADINGS.** The division of this Agreement into sections and the use of captions and headings are solely for the convenience of the parties and shall have no effect in construing the provisions of this Agreement.

22. **SIGNATORY AUTHORITY.** The individuals signing below on behalf of HLCS and Cornell University are authorized to sign and bind their respective organizations to the terms of this Agreement.

IN WITNESS WHEREOF, HLCS and Cornell University on Behalf of its Bronfenbrenner Center for Translational Research have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

Dated: _____, 2015

HLCS


By:

Beecher Baker, Interim Superintendent of
Schools

**Cornell University on behalf of its
Bronfenbrenner Center for Translational
Research**

Dated: 12/8, 2015

By:



Peter Farley
Director of Finance and Administration,
BCTR