

MEMORANDUM OF UNDERSTANDING

Between

Port Jervis City School District

And

Port Jervis Free Library

This Memorandum of Understanding is an agreement between the Port Jervis City School District (hereinafter referred to as "District") and the Port Jervis Free Library (hereinafter referred to as "Library"). The District is working with the Orange-Ulster BOCES to offer instructional services for 16-20 year old youths interested in preparing to take the Test Assessing Secondary Completion (TASC) and to help participants develop workplace readiness skills. The program is open to District youth who are currently not enrolled in the District's high school. The classes will run from November 21, 2016 to June 30, 2017 and will take place at the Library.

Obligations assumed by the Library:

1. The Library will provide the District with a classroom that holds a minimum capacity of 20 students.
2. The Library will provide the space for a total of eight hundred (800) hours of use on four days a week, Monday through Thursday, from 10:00 AM to 1:00 PM.
3. The Library will provide free internet access and computer access, if needed, to the students and instructors.
4. The Library will provide the District with two equal invoices of \$11,825 for a total of \$23,650: 1) Invoice one will be provided to the District no later than November 30, 2016 with payment due by December 30, 2016 and 2) Invoice two will be provided no later than January 31, 2017 with payment due by February 28, 2017.

Obligations assumed by the District:

1. The District will pay the Library a total amount of \$23,650 which represents \$13,400 for space reimbursement and \$10,250 for library security and maintenance. The payment will be made over two installments with the first due by December 30, 2016 and the second due by February 28, 2017.
2. The District will provide for the life of this agreement general liability and property damage liability insurance covering its use of the premises, the limits of coverage to be \$1,000,000 for bodily injury, including wrongful death, and \$500,000 for property damage.

Additional Obligations assumed by the Library and the District:

1. The District shall and will indemnify and hold harmless the Library, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to the Library and its employees, agents, patrons and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the Library, its agents, servants and employees.

2. The Library shall and will indemnify and hold harmless the District, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to the District and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the District, its agents, servants and employees.

3. This Memorandum of Understanding is subject to approval of the District's Board of Education, and the Library's Board of Trustees.

Beverly Arlequeeuw
Director
Port Jervis Free Library

Date

Deborah Lasch
Board of Education President
Port Jervis CSD

Date