

The Clarke School for the Deaf and Northampton Public School District

Program Sharing Agreement

School year 2023-2024

This AGREEMENT, between The Clarke School for the Deaf dba Clarke Schools for Hearing and Speech (“Clarke”) and the Northampton Public School District (the “School District”) aims to facilitate mutually beneficial social-emotional learning, inclusion and integration opportunities for the students at The Clarke Schools for Hearing and Speech in Northampton MA and the students at Northampton Public School’s Jackson Street School at 120 Jackson Street, Northampton, MA 10160. Collectively, the School District and Clarke are referred to herein as “the Parties”.

Terms:

1. Inclusive programs. Up to 9 Clarke students (in grades Pre-K through 5) who are students at Clarke School’s Jackson Street School site may participate in inclusive recess, lunch, art, music and physical education with Jackson Street School students on the following schedule, when Jackson Street School is in session:

Recess (Monday-Friday)

Kindergarten and 1st grade: 10:10-10:35

2nd and 3rd grade: 11:00-11:25

4th and 5th grade: 11:50-12:15

Lunch (Monday-Friday)

Kindergarten and 1st grade: 10:35-11:00

2nd and 3rd grade: 11:25-11:45

4th and 5th grade: 12:15-12:35

Physical Education

2nd grade: 11:50-12:30 on Tuesdays and Fridays

3rd grade: 8:55-9:35 on Tuesdays and Fridays

5th grade: 8:10-8:50 on Tuesdays and Thursdays

Art

2nd grade: 11:50-12:30 on Mondays

3rd grade: 8:55-9:35 on Mondays

5th grade: 8:10-8:50 on Mondays

Music

2nd grade: 11:50-12:30 on Wednesdays
3rd grade 8:55-9:35 on Wednesdays
5th grade 8:10-8:50 on Wednesdays

Library

2nd grade: 11:50-12:30 on Thursdays
3rd grade: 8:55-9:35 on Thursdays
5th grade: 8:10-8:50 on Fridays

In the case of Art and Music, shared programming may only when it has been determined, in the sole discretion of the Jackson Street Principal or Superintendent of Schools, that Northampton school class size is small enough to permit Clarke student attendance. Moreover, the Parties will endeavor to include one-another’s students in assemblies, guest speaker programs, and educational experiences or excursions at locations away from school (e.g., field trips) wherever inclusion is feasible. In all such cases involving Jackson Street Programs, the Jackson Street School Principal or Superintendent of Schools have the sole discretion to deny participation. In all such cases involving Clarke Street programs, the Chief Financial Officer has the sole discretion to deny participation.

Commented [LT1]: Would anyone else have this authority at Clarke? For example, the Director of Clarke Northampton—Marian Hartblay? If so, include.

Commented [LT2R1]:

In any shared program, Clarke School staff members will accompany its students at all times to these activities for supervision, advocacy and social facilitation. In an excursion at locations away from school (e.g., field trips), Clarke School shall be responsible for its own transportation of students and will ensure its own adequate staffing and chaperones for the activity.

2. School Nursing Resources. The School District will make available to Clarke students’ general day to day school health and general nursing services (e.g., taking of temperatures, caring for cuts and bruises, assessing whether a student should be sent home due to illness, etc.). However, high-level nursing or personal care tasks (e.g., the administration of maintenance medications, personal care or medical needs arising out of a Clarke’s student’s IEP or 504, diabetes care, administering nebulizers, etc.) will be performed by Clarke staff or vendors hired by Clarke for that purpose.

Commented [LT3]: Would anyone else have this authority at Clarke? For example, the Director of Clarke Northampton—Marian Hartblay? If so, include.

Prior to the commencement of the 2023-2024 School Year and whenever either Party anticipates a change in Clarke student need, the Chief Financial Officer of Clarke, the Jackson Street Principal, the Superintendent of the Northampton Public Schools and the Director of Health and Safety for the Northampton Public Schools will meet to review anticipated Clarke student medical needs. The determination of whether a student’s medical needs involve “high level nursing or personal care tasks” for purposes of whether the School District will provide that medical support shall be in the sole discretion of the School District.

3. Transportation. The School District will provide no transportation services to Clarke students. Clarke will provide transportation of Clarke Students to and from Jackson Street School and to all outside events such as field trips or excursions.

4. Oversight and Administration. Clarke staff will be fully responsible for oversight and supervision of Clarke School students. Clarke students and staff will participate in all fire drill and

evacuation procedures that may occur while present at Jackson Street School. Clarke staff, students and visitors will be responsible for following the rules and policies of the Northampton Public Schools, including but not limited to those related to health and safety, Covid-19, antibullying, anti-discrimination and anti-harassment. Where there is a concern that a Clarke staff member, visitor or student is not abiding by Northampton Public School policy, NPS may review the situation and take action as appropriate, up to and including removal from the program.

7. Security, School Calendar, and Hours of Access: Shared Programs run during the established School Day of Jackson Street School. Any student, parents/guardians, or other visitors of Clarke are required to sign in the building at the main office just like all other visitors during school hours.

8. Indemnification & Insurance.

(a) To the fullest extent permitted by law, Clarke shall indemnify, defend and hold harmless the City of Northampton and the Northampton Public Schools, its and their elected and appointed officials, their employees, and volunteers from any liability for injury, loss, accident or damage to any person or property and from any claims, actions, proceedings arising from the omission, fault, willful act, recklessness, negligence or other misconduct or omissions of Clarke or anyone claiming under Clarke, or from any use made or thing done or occurring upon or about the premises leased by Clarke from the City of Northampton or arising out of its shared programs but not (i) due to the omission, fault, willful act, negligence or other misconduct of the City of Northampton or the Northampton Public Schools, or (ii) resulting from the failure of the City of Northampton or the Northampton Public Schools, to perform and discharge its covenants and obligations under this agreement.

(b) Clarke shall obtain and keep in full force during the term of this agreement Commercial General Liability Insurance, Property Insurance, Workmen's Compensation Insurance and Umbrella Liability Insurance as provided for in Par. 6, Sec. (7), (8), (9) and (10) of the 2023-2024 School Year Lease Agreement between the parties.

(c) Transportation Insurance. Clarke shall maintain transportation insurance for the purpose of transporting its students either to or from school or for any other purpose under the jurisdiction of any school authority shall be covered by insurance consisting of, at a minimum, all of the following:

- (1) Bodily injury and property damage coverage with a combined single limit of \$1,000,000.
- (2) Personal injury protection coverage of \$100,000 individual, \$300,000 total.
- (3) Medical payment coverage of \$2,000 per person.
- (4) Uninsured motorist coverage of \$300,000.

Lessee agrees to waive its right of subrogation against Lessors and shall obtain a waiver from its insurance company releasing the carrier's subrogation rights against Lessors.

10. Employees.

- a) Employees of Clarke are not employees of the Northampton School District; therefore the School District is not responsible for any Workers' Compensation obligation to Clarke personnel.
- b) The Northampton Public Schools and Clarke warrant that their current and prospective employees and volunteers who may have direct and unmonitored contact with children at the Jackson Street premises have successfully undergone all legally required criminal background checks. This includes CORI and SORI background screening, as well as fingerprinting for employees. Each party shall provide documentation of same upon request and with reasonable notice. Clarke further represents and warrants that its employees are fit to be on Northampton School District property during the course of the school day.
- c) Clarke further acknowledges that the Northampton Public Schools' primary responsibility is to its students and in the event that the Northampton Public Schools has health or safety concerns regarding Clarke staff or Clarke visitors, that Clarke will remove those staff or visitors at the Northampton School District's request.

11. Termination.

- a) Either party may terminate this agreement prior to the term end date by providing the other party with 30 days written notice of such termination. Written notice to the School District will be provided to the building principal and written notice to Clarke will be provided to the Superintendent.

12. Term.

- a) This Agreement will commence as of August __, 2023, (the "Effective Date"), and will continue for one academic year ending on June 30, 2024.

13. Fees and Rates.

- a) Northampton Public Schools agrees that Clarke is not indebted to pay the School District any financial compensation for these mutually inclusive activities.

14. Total Agreement.

- a) This Agreement represents the full and complete agreements and understandings between the parties unless otherwise indicated within this document.
- b) This Agreement may not be amended unless in writing and signed by both parties.

For the Northampton Public Schools:

Dr. Portia Bonner, Superintendent of Schools

Date: _____

For the Clarke School:

Lynne Raymer, Chief Financial Officer

Date: _____

