

**AGREEMENT BETWEEN**

**SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT  
GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL  
SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND  
VOORHEESVILLE CENTRAL SCHOOL DISTRICT**

**THIS AGREEMENT** entered into this 24<sup>th</sup> day of July, 2023 is by and between the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL SCHOOL.

**WITNESSETH**

**WHEREAS**, by Agreement dated July 24, 2023, the Boards of Education of SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL SCHOOL DISTRICT agree to join together to operate a combined Ice Hockey Team (collectively referred to as the “Program”) for students from SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL SCHOOL DISTRICT, for the 2023-2024 school year, in order to provide their students with the opportunity to play ice hockey where such opportunity would not otherwise exist; and **WHEREAS**, SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT AND VOORHEESVILLE CENTRAL

SCHOOL DISTRICT agreed to appropriate monies to operate the Program for the 2023-2024 school years; and

**NOW, THEREFORE**, the parties hereto agree as follows, the foregoing preamble being hereby made in its entirety part of the covenants, terms and promises comprising this Agreement:

1. The term of this Agreement shall be for the 2023-2024 school year, unless terminated earlier as set forth herein.
2. The continuation of the Program for the school year of this Agreement shall be subject to the availability of funding and continued approval of the Program by the NYSPHSAA and/or Section 2 Athletic Council.
3. SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, GUILDERLAND CENTRAL SCHOOL DISTRICT, MOHONASEN CENTRAL SCHOOL DISTRICT, SCHALMONT CENTRAL SCHOOL DISTRICT, VOORHEESVILLE CENTRAL SCHOOL DISTRICT each agree to the attachment (Exhibit A) in accordance towards the costs of the Program including, but not limited to, equipment, uniforms, officials, coaches, ice time and athletic trainers/medical coverage.
4. After consultation with each party's respective insurance company(s) regarding this Agreement, each party shall, at its sole expense, procure and maintain such policies of comprehensive general liability, and such other insurance as shall be necessary, naming the other party as additional insured against any claim for liability, personal injury, and/or death occasioned directly or indirectly by the other party in connection with the performance of its responsibilities under this Agreement. However, each such policy shall provide a minimum coverage of One Million (\$1,000,000) Dollars in the event of injury or death to one person and Three Million (\$3,000,000) Dollars in the event of injury or death

to more than one person as a result of the same incident. Upon the execution of this Agreement, each party shall provide the other party with a copy of such policy(s).

5. Each party agrees to indemnify, defend and hold harmless the other parties, including the other parties' respective board of education, employees and agents for all losses, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the other party or any of its board members, employees, or agents, taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this Agreement.
6. During the term of this Agreement, students in grades nine (9) through twelve (12) shall be eligible to participate in the Program consistent with the Regulations of the Commissioner and the Rules of the New York State Public High School Athletic Association ("NYSPHSAA") regarding Interscholastic Athletics. The participation of any other students shall be determined in accordance with the applicable Commissioner's regulations and NYSPHSAA rules.
7. All students who participate in the Program shall abide by their respective District's rules for athletic participation, including, but not limited to, the Student and Athletic Codes of Conduct. Health examinations for participation shall be conducted by each student's home district. Any additional medical clearance required during the season (*e.g.*, in the event of a concussion), shall be obtained from the school physician/medical director for the student's home district.

8. Representatives of the Districts shall meet with potential ice hockey players and parents to discuss the Program on or before the commencement of each ice hockey season.
9. All parties' respective coaches, players and parents participating in the Program shall attend a group meeting before the start of practices for each season.
10. All parties certify that they have been unable to create an Ice Hockey Team at their respective districts for at least one school year and certify that this Agreement is not made with the intent to gain an unfair balance of power in any given sport.
11. All parties agree that they shall comply with the following obligations set forth in the NYSPHSAA Bylaws and Eligibility Standards and Section 2 Athletic Council's Policies and directives:
  - o Submit requisite paperwork and obtain necessary approval from the League and Section 2 Athletic Council on an annual basis;
  - o Thereafter, and once approval is obtained from the Section 2 Athletic Council, report such approval to the NYSPHSAA Executive Committee;
  - o If the combined teams being formed hereunder go beyond sectional level competition the students enrolled in grades nine (9) through eleven (11) shall be combined for State level competition in accordance with NYSPHSAA Standards;
  - o Applications that are signed by each party's Athletic Director(s) and Superintendent along with a copy of the Boards' resolutions shall be submitted to the Section 2 Athletic Council.
12. Any party may terminate this Agreement at any time by written notice to the other party sent no fewer than thirty (30) days in advance of the start of the respective season(s). In the event either party determines to terminate this Agreement during a season, it shall

provide written notice to the other party and termination shall be effective at the conclusion of that season. Notice of Termination shall be directed to the attention of the other party's Superintendent of Schools.

13. This Agreement shall not be binding on the parties until approved by each party's respective Board of Education.

**GUILDERLAND  
CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_  
By:  
President, Board of Education

**MOHONASEN CENTRAL  
SCHOOL DISTRICT**

\_\_\_\_\_  
By:  
President, Board of Education

**VOORHEESVILLE  
CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_  
By:  
President, Board of Education

**SCHALMONT CENTRAL  
SCHOOL DISTRICT**

\_\_\_\_\_  
By:  
President, Board of Education

**SCOTIA-GLENVILLE  
CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_  
By:  
President, Board of Education

Ice Hockey Agreement - Scotia-Glenville CSD, Guilderland CSD, Mohonasen CSD, Vooreesville CSD, Schalmont CSD

EXHIBIT A

	<u>Guilderland</u>	<u>Mohonasen</u>	<u>Voorheesville</u>	<u>Schalmont</u>	<u>Scotia-Glenville</u>
<u>Purchase of Equipment</u>	Each Player	Each Player	Athlete/families	Each Player	Each Player
<u>Storage of Equipment</u>	Each Player It is an expectation of every coach to inspect equipment.	Each Player	Athlete Coaches responsible for making sure Equipment meets safety standards	Each Player	Each Player Coaches make sure equipment meets health and safety requirements
<u>Uniforms</u>	Each Player	Each Player	Athletes	Each Player	Ice Hockey Booster Club/ Parents
<u>Officials</u>	Responsible for paying for two home games	*Responsible for for two home games	Responsible for paying for two home games	Responsible for paying for two home games	Responsible for paying for two home games
<u>Ice Time</u>	Storm Booster Club	Storm Booster Club	Storm Booster Club	Storm Booster Club	Storm Booster Club
<u>Coaches - Compensation</u>	1/5 of the cost of Coach's compensation	*1/5 of the cost of Coach's compensation	1/5 of the cost of Coach's compensation	1/5 of the cost of Coach's compensation	1/5 of the cost of Coach's compensation
<u>Coaches Background Check</u>					Confirms Background clearance
<u>Athletic Trainer</u>	Responsible for paying for two home games	*Responsible for paying for two home games	Responsible for paying for two home games	Responsible for paying for two home games	Responsible for paying for two home games

\*\*Guilderland will hire the coach. Guilderland will bill each District 1/5 of the coach's compensation.