

AGREEMENT BETWEEN

BURNT HILLS – BALLSTON LAKE CENTRAL SCHOOL DISTRICT

AND

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

THIS AGREEMENT entered into this 24th day of July, 2023, is by and between BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT and SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT.

WITNESSETH

WHEREAS, by Agreement dated July 24, 2023, the Boards of Education of BURNT HILLS-BALLSTON LAKE SCHOOL DISTRICT and SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT agree to join together to operate a combined Boys' and Girls' Varsity Swim Program (collectively referred to as the "Program") for students from BURNT HILLS-BALLSTON CENTRAL SCHOOL DISTRICT and SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT, for the 2023-2024 school year, in order to provide their students with the opportunity to swim in competitions where such opportunity would not otherwise exist; and

WHEREAS, BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT and SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT agreed to appropriate monies to operate the Program for the 2023-2024 school year; 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. BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT and SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT each agree to share the costs of the Program, including, but not limited to, equipment, uniforms, officials, coaches, swim time and athletic trainers/medical coverage as follows: BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT will cover the costs from the Program and then bill SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT for one-half ($\frac{1}{2}$) of the costs at the conclusion of the respective season. The Girls' Varsity Swim Program will compete during the Fall Sports season and the Boys' Varsity Swim Program will compete during the Winter Sports season.

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 (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party"), including the Indemnified Party's 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 Indemnifying 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 seven (7) 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.

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. All parties' respective coaches, players and parents participating in the Program shall attend a group meeting before the start of practices for each season.

9. All parties certify that they have been unable to create Boys' and Girls' Varsity Swim Programs 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.

10. 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 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.

11. 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.

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

BURNT-HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT

By _____
President, Board of Education

SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

By _____
President, Board of Education