

## AGREEMENT

The Boards of Education of the Bainbridge-Guilford Central School District (hereinafter *Bainbridge-Guilford*). and the Afton Central School District (hereinafter *Afton*), in order to discharge the duties and obligations imposed upon each of them by the statutes and regulations of the State of New York, and after adopting resolutions authorizing the same, do hereby agree in accordance with General Municipal Law Section 119-o as follows:

1. Bainbridge-Guilford will transport one student enrolled in the Afton Central School District to an educational placement at BOCES in Norwich, New York, for each day school is in session for the remainder of the 2022-2023 school year.

2. The bus driver shall be an employee of Bainbridge-Guilford.

3. The student shall be picked up at their residence by Bainbridge-Guilford at the beginning of the school day, and dropped off at the residence at end of the school day.

4. This contract may be terminated if the students' placements in the BOCES is changed.

5. The parties agree that as Bainbridge-Guilford has a bus running to Norwich BOCES each school day carrying Bainbridge-Guilford students, there shall be no charge for this service.

6. Afton shall indemnify Bainbridge-Guilford its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage injury of death, or for invasion of personal or property rights, or

any other claim or whatever kind or nature arising out of the negligence or wrongful act of the Afton Central School District, its officers employees, or agents. Bainbridge- Guilford shall indemnify Afton its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage injury of death, or for invasion of personal or property rights, or any other claim or whatever kind or nature arising out of the negligence or wrongful act of the Bainbridge-Guilford Central School District, its officers employees, or agents.

7. While the Afton student is being transported by Bainbridge-Guilford, the student shall remain subject to all relevant provisions of the Student Code of Conduct for the Afton Central School District.

8. Each party to this Agreement shall notify its respective General Liability insurance carrier, and any other insurance company requiring such notice, that this Agreement has been entered into, and each party shall notify the other of any special endorsements of insurance policies or other action required by such insurance company.

9. Each party shall review this Agreement at least annually. This Agreement may be extended by written agreement of the parties. The parties may terminate this Agreement at any time on 30 days written notice to all parties.

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**Superintendent of Schools**  
**Bainbridge-Guilford Central School District**

\_\_\_\_\_  
**Date**

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**Superintendent of Schools**  
**Afton Central School District**

\_\_\_\_\_  
**Date**