

**Memorandum of Understanding**  
**by and between**  
**Enlarged City School District of Troy and**  
**Wynantskill Union Free School District**

WHEREAS, the Wynantskill Union Free School District ("Wynantskill UFSD") is a K-8 District and contracts with the Enlarged City School District of Troy ("Troy CSD") a K-12 District as an option for Wynantskill skill student residents to receive education in grades 9-12;

WHEREAS, the Board of Regents of the New York State Education Department amended 8 NYCRR Section 135.4(c)(7)(ii) to permit exceptional student athletes who are in 7th and 8th grade attending a K-8 school district the opportunity to request to participate in interscholastic athletics at the high school level utilizing what is commonly referred to as the Athletic Placement Process ("APP") at the district the K-8 district contracts with for the education of its high school students; and

WHEREAS, Troy CSD and Wynantskill UFSD agree that it is in the best interest of students in 7th and 8th grade who satisfy certain criteria to be permitted to apply for permission to participate in Troy CSD interscholastic athletics at the high school level before they enter high school at Troy and wish to have a Memorandum of Understanding as to how such requests for APP will be handled.

IT IS HEREBY AGREED AS FOLLOWS:

1. Effective September 1, 2017, a Wynantskill UFSD resident student (or the student's family) may initiate a request to Wynantskill UFSD to have their child/children be considered for participation on Troy CSD high school interscholastic athletic teams. Wynantskill UFSD will consider such request in consultation with Troy CSD. Any such requests must first be submitted to Wynantskill UFSD who may then, if they deem the student eligible for further consideration, choose to forward it to the attention of the Superintendent of Schools or Athletic Director of the Troy CSD for its review and consideration.
2. Wynantskill UFSD will notify the requesting parent or guardian that by requesting to participate in Troy CSD high school athletics they are selecting Troy CSD as the high school of residence when that student advances to ninth grade. In addition, the parent or guardian will be notified by Wynantskill UFSD that if they choose to have their child attend a high school commencing in ninth grade with which the Wynantskill UFSD contracts with to provide high school for its residents other than Troy CSD after having participated in interscholastic sports at Troy CSD pursuant to the APP process, they will have a year of ineligibility from participating in any interscholastic athletic contest in a particular sport for a period of one year.
3. The student must satisfy Troy CSD requirements for APP consideration to be approved for participation in interscholastic athletics at Troy CSD. Both the Troy CSD and Wynantskill UFSD school physicians must approve and execute any approval form required for APP, indicating that the specific student satisfies the physical requirements for participation in high school athletics and is physically capable of safely participating. Troy CSD will administer a physical fitness test of the child to determine physical fitness for participation.
4. The student will be provided and must comply with Troy CSD rules regarding academic eligibility and attendance at school for participation in sports and must comply with the Troy CSD code of conduct at all times during participation in high school athletics, including in-season and off-season. In the event

the student is found to have violated Troy CSD's code of conduct, Troy CSD may suspend the student from athletic participation, consistent with its code of conduct and the student's right to due process.

5. Transportation of the student to and from Troy CSD for practices, games, or any other activity associated with the student's participation in Troy CSD athletics is the responsibility of the parent(s). Transportation for athletic contests will be the responsibility of the parent(s) in transporting the child to and from Troy CSD, and, if the athletic contest is an away contest, to and from Troy CSD in time to be transported by Troy CSD with the team. Upon return to Troy CSD after an athletic contest is completed (or at the conclusion of in the event of a "home" contest), the parent(s) of the student is responsible for transporting the student back to Wynantskill.

6. Troy CSD and Wynantskill UFSD will each maintain insurance coverage which covers the student's participation in high school athletics. To the fullest extent permitted by law, Wynantskill UFSD shall defend, indemnify and save harmless Troy CSD, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Wynantskill UFSD, its officials, employees, volunteers or agents and which arise out of this Agreement. To the fullest extent permitted by law, Troy CSD shall defend, indemnify and save harmless Wynantskill UFSD, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Troy CSD, its officials, employees, volunteers or agents and which arise out of this Agreement. Neither party is entitled to indemnification for its own negligent or intentional acts or omissions.

7. Each District will adopt a resolution or amend Board of Education policies permitting the participation of Wynantskill UFSD 7th and/or 8th graders who meet the APP requirements to participate in Troy CSD high school athletics, consistent with this Agreement.

8. This Agreement sets forth the full agreement between Troy CSD and Wynantskill UFSD and cannot be modified, amended or changed without the express written consent of all parties hereto and the approval of their respective boards of education.

9. This Memorandum of Agreement is subject to the approval of the Board of Education of each District.