

March 8, 2022
**AGREEMENT BETWEEN
THE WYNANTSKILL UNION FREE SCHOOL DISTRICT
AND
THE NORTH GREENBUSH COMMON SCHOOL DISTRICT
FOR TRANSPORTATION SERVICES**

WHEREAS, the North Greenbush Common School District (hereinafter “North Greenbush”), with offices located at 49 North Greenbush Rd., Troy, New York, requires the transportation of North Greenbush students, to and from their residence and the school which they legally attend; and

WHEREAS, the Wynantskill Union Free School District (hereinafter “Wynantskill”), with offices located at 25 East Ave, Troy, New York, maintains a self-operated transportation program and is able to provide such transportation; and

WHEREAS, pursuant to New York State laws, Wynantskill and North Greenbush are authorized to contract for a shared services agreement for the provision of transportation to resident students; and

WHEREAS, the parties hereto wish to enter into a written agreement relative to the terms and conditions of such transportation agreement.

THEREFORE, the parties agree as follows:

1. Term - The term of this Agreement shall be for one fiscal year, commencing on July 1, 2022 and terminating no later than June 30, 2023, unless sooner terminated or extended.
2. Services Provided to North Greenbush Schools - Wynantskill agrees to provide transportation for students of the North Greenbush Common School to and from their residence and the school they legally attend.
3. Payment - In exchange for such services, North Greenbush shall pay to Wynantskill the sum of **\$328,995.00** to cover all expenses associated with the provision of transportation to North Greenbush students for the 2022-23 school year. Such sum shall be paid in January of 2023 within 30 calendar days of receiving the invoice.
4. Employer- Employee Relationship – It is agreed between the parties that any bus driver shall be an employee of Wynantskill, and shall not have an employer-employee relationship with North Greenbush during the term of this agreement. The bus driver providing

transportation services to North Greenbush is not entitled to any benefit plan afforded to the employees of North Greenbush, worker's compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of North Greenbush.

5. Indemnification – North Greenbush shall defend, indemnify and save harmless Wynantskill, 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 North Greenbush, its officials, employees, volunteers, students or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Wynantskill shall defend, indemnify and save harmless North Greenbush, its officials, employees, volunteers, students 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, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.

6. Insurance - The Parties agree to carry adequate insurance naming the other as additional insured on their liability policies. Proof of additional insured coverage shall be submitted prior to execution of this Agreement, and upon request thereafter.

7. Supervision / Discipline – Wynantskill will be responsible for the supervision of students it provides transportation to. North Greenbush will be responsible for administering any discipline in accordance with the North Greenbush Code of Student Conduct. Disciplinary matters occurring on the bus will be promptly referred to administration at North Greenbush schools for action.

8. This agreement may be terminated by either party upon thirty (30) days written notice, or at any time by a mutual agreement between the parties.

9. This Agreement may be renewed on a yearly basis upon mutual agreement of the parties.

10. This Agreement is subject to approval by both Boards of Education.

FOR THE WYNANTSKILL
UNION FREE SCHOOL DISTRICT

FOR THE NORTH GREENBUSH
COMMON SCHOOL DISTRICT
