

Combined Services Agreement  
Between  
Indian River Central School District  
And  
Gouverneur Central School District

April \_\_\_\_\_, 2022

**Whereas**, Indian River Central School District (“Indian River”) is established as a central school district under New York State Education Law § 1804; and

**Whereas**, Gouverneur Central School District (“Gouverneur”) is established as a central school district under New York State Education Law § 1804; and

**Whereas**, New York State Education Law § 1804 authorizes the board of education of a central school district to enter into agreements as necessary to carry out its duties and to provide its programming and services; and

**Whereas**, Indian River and Gouverneur wish to combine their respective Field Band programs with respect to participation in the New York State Field Band Conference (“NYSFBC”).

**Now Therefore**, Indian River and Gouverneur agree as follows.

1. Indian River and Gouverneur shall, subject to approval by their respective Boards of Education and NYSFBC, combine their 2022 – 2023 field band programs for, among other things, competing in NYSFBC sanctioned competitions.
2. This agreement may be renewed from year to year, in writing, as approved by the parties respective Boards of Education and NYSFBC. In the event either party elects not to renew this agreement, it shall notify the other party, in writing, not less than ninety (90) days prior to the end of the then current term.
3. Student membership in the combined field band program shall be open to qualifying students from either District who will be entering grades 7 through 12 in the 2022 – 2023 school year. To participate in the combined field band program, students must meet selection criteria of the program and otherwise be eligible to participate pursuant to the academic and behavioral guidelines established by their home district.
4. Instruction and practice in the combined field band program will be held at the Indian River junior/senior campus and athletic fields. All participants shall be responsible for providing their own transportation to and from instruction and practice.
5. Indian River agrees to provide band member and color guard uniforms as well as percussion and brass instruments and guard equipment. Band members who will be playing woodwind instruments shall be required to provide their own instrument.
6. Indian River and Gouverneur agree to pay the costs for cleaning of the band and color guard uniforms used by their respective students.

7. Indian River agrees to provide transportation to and from NYSFBC events/competitions to and from any other marching band events in which the combined field band may participate. The transportation provided by Indian River shall be from its junior/senior campus to the event and back. All participants shall be responsible for providing their own transportation to and from the Indian River junior/senior campus. In the event that the number of participants in the combined field band require that Indian River utilize more vehicles to travel to the specific event than if there were not a combined field band program, Gouverneur agrees to pay these additional costs.
  
8. Each District shall acquire and maintain in effect for the term of this agreement, as well as any renewals, general liability insurance protecting against claims brought by, or on behalf of, its respective participating students. Said insurance shall be in the minimum amount of \$1,000,000 per occurrence - \$3,000,000 aggregate naming the other district as an additional insured. Additionally, the general liability policy shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

**In Witness Whereof**, the parties have executed this Agreement on the \_\_\_\_ day of April, 2022.

**Indian River Central School District**

**Gouverneur Central School District**

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Troy Decker, Superintendent

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Jacquelyn Kelly, Superintendent