



2022-23 School Year

[CRA-]

Scotia-Glenville Central School District
1 Classroom

ALBANY-SCHOHARIE-SCHENECTADY-SARATOGA BOCES

CLASSROOM RENTAL AND ANCILLARY SERVICES AGREEMENT

IT IS HEREBY AGREED by and between the Scotia-Glenville Central School District, 900 Preddice Parkway, Schenectady, New York 12302 and the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties with offices at 900 Watervliet-Shaker Road, Albany, New York, 12205 (BOCES) as follows:

Table with 6 columns: School Year, 2018-19, 2019-20, 2020-21, 2021-22, 2022-2023. Rows include Rent, Ancillary Services Base, 3 or more classes/district, and 2 or more classes/building.

- 1. PREMISES. The District hereby leases to BOCES certain classroom(s). Each classroom covered by this lease agreement shall comply with the Regulations of the Commissioner of Education for special education classrooms and shall be appropriately furnished with desks, tables, chairs and other equipment.
2. SUPPORT FOR CLASSROOMS. The district shall furnish such additional space as may be appropriate and necessary in order to conduct support services associated with the particular special education classes or programs to be located in the leased classrooms. Such support services include but are not limited to speech therapy, physical therapy, occupational therapy and consultation with a social worker.
3. ANCILLARY SERVICES. The District shall furnish ancillary services for all leased classrooms and for all children with handicapping conditions assigned to the leased classrooms as is required by the most recent edition of Ancillary Services Guidelines published by the Special Education Division of BOCES. As used in this agreement, the term Ancillary Services shall include those services identified in the Ancillary Services Guidelines including electrical, oil, gas, water and any other utilities as may be required.
4. ANCILLARY SERVICES FEE. As set out in the above schedule, the BOCES shall pay to the District a total annual ancillary services fee of \$14,250. Annual fees for Ancillary Services shall be payable at the same time the rental payments are due.
5. RENT. As set out in the above schedule, the BOCES shall pay to the District an annual rent of \$12,000 per classroom for a total of \$12,000. Rental payments cover the classroom as well as support service space, furniture, and equipment.
6. TERM. The term of this lease agreement shall be for a period of one (1) year(s) commencing on July 1, 2022 and ending June 30, 2023.
7. MAINTENANCE OF CLASSROOM LOCATION. It is the hope and expectation of both parties that each classroom provided for herein will remain at one location for the duration of the term and any renewal. Moving of a classroom to another location in the same building or relocating the classroom in another school building may only take place in the event of extraordinary and unforeseen circumstances (e.g., fire, asbestos removal, major district reorganization). The District shall give written notice to BOCES of its reasons for proposing to move or relocate a classroom as soon as possible after the occurrence of the extraordinary circumstance. The district's reasons for the proposed move or relocation shall be based on the same criteria as would be used to move or relocate a class run by the District for non-handicapped students. In connection with a proposal to move or relocate a classroom, the District shall identify an alternate location. The district shall give adequate consideration to the needs of the students to be affected in identifying an alternate location.



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- 8. **RESOLUTION OF DISPUTES.** In the event that the District proposes to move or relocate a classroom and the parties are unable to agree on whether the move or relocation should be made or whether the proposed alternate location is adequate, the matter will be referred to the Superintendents' Advisory Committee on Special Education. The recommendation of said Committee shall be submitted to the Board and full Superintendent's Committee for review and disposition.
- 9. **COMPLIANCE WITH REGULATIONS.** The Lessor will obtain a certificate of occupancy from the appropriate authorities and lessor covenants that it will be in continuing compliance with all required local, State Education Department, Federal and State regulations. Failure to adhere to such regulations will be the basis for lessee terminating the lease and with it, any and all fiscal responsibilities from that day forward.
- 10. **APPROVAL BY COMMISSIONER.** The terms of this lease and any modifications including any move or relocation of a classroom shall not become effective until approved by the Commissioner of Education.

IN WITNESS WHEREOF the parties have caused this lease to be executed by their duly authorized corporate officers pursuant to a resolution properly adopted by their respective legislative bodies on the _____ day of August, 2022.

Scotia-Glenville Central School

By _____

Board of Cooperative Educational Services of
Albany-Schoharie-Schenectady-Saratoga Counties

By  _____

Revised: 8/2022

SCHOOL ADDRESS	PROGRAM	ROOM	AMOUNT
Scotia-Glenville High School One Tartan Way Scotia, NY 12302	A246 (DS-Reg)	1	14,250
	Units in District	1	
	Double Units	0	
		TOTAL	\$14,250