


SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT

TO: Susan Swartz, Superintendent
FROM: Andrew Giaquinto, School Business Manager 
DATE: July 8, 2025
RE: Approval of the Fifth Year of the Five-Year Shared Services Agreement for Bus Maintenance with Burnt Hills-Ballston Lake Central School District

The Board of Education needs to approve the fifth year of our five-year agreement with Burnt Hills-Ballston Lake Central School District for bus maintenance shared services. The agreement was amended in 24-25 to clarify the allocation of expenses for de minimis items that might be owned or bought and paid for by Burnt Hills and used in connection with the provision of services for Scotia-Glenville (including, but not limited to, grease, nuts, bolts and various sprays). Burnt Hills does not charge us for these de minimis items.

As per the original agreement, all fees identified on page 2 (a, b, and c) will increase by 3 percent. A copy of the original agreement and the amendment are attached for reference. The total cost for 2025-26 will be \$457,182. The attached spreadsheet details the expenses, associated aid, and DOT ratings. The average net cost to the District over the last four years has been \$136,600. The 20/21 DOT rating was 93.26%, while our buses were being maintained through the BOCES shared services agreement with Niskayuna. We have continued to be rated higher while our buses are being maintained under the Burnt Hills Shared Services Agreement. This essentially means our rate of successful NYSDOT inspections has increased and less buses are being placed out of service.

We are in discussions with Burnt Hills regarding a five-year renewal to commence in 2026-2027, with supplemental components for bus washing and bus charging. We anticipate having this contract ready for the Boards of Education of both districts to review and approve in the fall. The partnership with Burnt Hills has been largely positive. It is a forerunner in the State's push toward shared services and is a cost-effective and efficient collaboration of transportation services.

I respectfully request that this be included on the agenda for the July 14 Board of Education meeting. Thank you.

AG/cc

Attachments

pc: C. Bisailon

BURNT HILLS-BALLSTON LAKE CSD TRANSPORTATION SHARED SERVICES AGREEMENT

	YEAR 1 21/22	YEAR 2 22/23	YEAR 3 23/24	YEAR 4 24/25	YEAR 5 25/26
MECHANICS SERVICES	225,000	231,750	238,703	245,864	253,239
MANAGEMENT OF SHARED SERVICES	49,200	50,676	52,196	53,762	55,375
FACILITY USE	132,000	135,960	140,039	144,240	148,567
TOTAL CONTRACT	406,200	418,386	430,938	443,866	457,182
	3% increase		3% increase	3% increase	3% increase
BUS PARTS	41,871	28,135	47,822	48,984	
BUS REPAIRS	0	10,455	0	0	
TIRES	0	9,491	16,055	12,482	
GRAND TOTAL	448,071	466,467	494,815	505,331	457,182
AID RATIO	0.714	0.706	0.727	0.711	
AID RECEIVED	319,923	329,325	359,730	359,290	
NET COST TO DISTRICT	128,148	137,141	135,084	146,041	
DOT RATING	93.55%	97.83%	96.04%	96.30%	TBD

**AMENDMENT TO SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE**

This AMENDMENT (the “Amendment”) to the SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE (the “Agreement”) is made effective as of the 1st day of July, 2024, by and between the Scotia-Glenville Central School District, a public school district having an address of 900 Preddice Parkway, Scotia, New York 12302 (“Scotia-Glenville CSD”), and the Burnt Hills-Ballston Lake Central School District, a public school district having an address of 88 Lakehill Road, Burnt Hills, New York 12027 (“Burnt Hills-Ballston Lake CSD”) (Scotia-Glenville CSD and Burnt Hill-Ballston Lake CSD are referred to herein individually as a “Party” and collectively as the “Parties”).

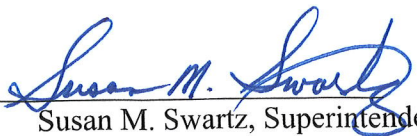
WHEREAS, the Parties desire to amend the Agreement to clarify the allocation of expenses for *de minimis* items that might be owned or bought and paid for by Burnt Hills-Ballston Lake CSD and used in connection with the provision of services to Scotia-Glenville CSD under the Agreement, but that are not separately charged to Scotia-Glenville CSD.

NOW, THEREFORE, in consideration of the foregoing promises, covenants and undertakings contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

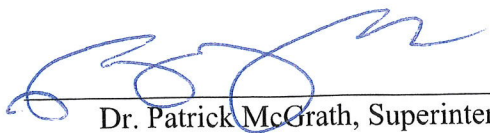
1. Section 5(d) of the Agreement is amended to add the following sentence to the end of that section: “The Parties agree that the cost of certain *de minimis* items including, but not limited to, grease, nuts, bolts, and various sprays, that are used by Burnt Hills-Ballston Lake CSD in providing the services to Scotia-Glenville CSD under the Agreement shall not be separately charged to Scotia-Glenville CSD, and that the cost of such items shall be deemed to be included in the set monthly fees for services paid by Scotia-Glenville CSD as set forth in the Agreement.”
2. All other terms and conditions of the Agreement not specifically addressed by this Amendment shall remain unchanged.
3. Unless otherwise defined in this Amendment, all capitalized terms used herein shall have the meaning set forth in the Agreement.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall be binding upon, enforceable by and shall inure to the benefit of the successors of the parties.
5. This Amendment may be signed in multiple counterparts which, when taken together and signed by all Parties and delivered to any other Party hereto, shall constitute a binding agreement of the Parties. An e-mail (in pdf format) or photocopy signature on this Amendment shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment or have caused the same to be executed and delivered by their duly authorized representatives.

Scotia-Glenville Central School District

By: 
Susan M. Swartz, Superintendent

Burnt Hills-Ballston Lake Central School District

By: 
Dr. Patrick McGrath, Superintendent

**SCOTIA-GLENVILLE CENTRAL SCHOOL DISTRICT
AND BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
SHARED SERVICES AGREEMENT FOR BUS MAINTENANCE**

THIS SHARED SERVICES AGREEMENT (the "Agreement") is effective as of this 1st day of June, 2021, by and between the Board of Education of the Scotia-Glenville Central School District, a public school district having an address of 900 Preddice Parkway, Scotia, New York 12302 ("Scotia-Glenville CSD"), and the Burnt Hills-Ballston Lake Central School District, a public school district having an address of 88 Lakehill Rd. Burnt Hills, NY 12027 ("Burnt Hills-Ballston Lake CSD") (Scotia-Glenville CSD and Burnt Hill-Ballston Lake CSD are referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Burnt Hills-Ballston Lake CSD currently owns and operates a facility for the maintenance of school transportation vehicles at a site within the Burnt Hills-Ballston Lake CSD located at 23 Lakehill Road, Ballston Lake, New York (the "Facility"); and

WHEREAS, Scotia-Glenville CSD is in need of preventative maintenance, repairs, and inspection of its school transportation vehicles and requires a site and source of labor for the proper maintenance and inspection of its transportation vehicles; and

WHEREAS, Burnt Hills-Ballston Lake CSD currently has space and resources available at its Facility to provide the services required by Scotia-Glenville CSD; and

WHEREAS, Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD have reached agreement as to the terms and conditions of a contract to provide such services and are desirous of memorializing in writing their understandings, expectation, and representations as to their agreement; and

WHEREAS, a majority of the governing Boards of Education of both Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD have, by separate resolution of each entity, approved the execution of this Agreement by its appropriate executive officer;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, Scotia-Glenville CSD and Burnt Hills-Ballston Lake CSD agree as follows:

1. Provision of Services. For the 2021-2022 school year, Scotia-Glenville CSD anticipates having approximately forty-five (45) vehicles for its student transportation program (the "Vehicles"). Burnt Hills-Ballston Lake CSD agrees to provide preventative maintenance, repair and inspection services with respect to the Vehicles in accordance with all regulatory standards of the State Department of Transportation and to enable Scotia-Glenville CSD to carry out its student transportation program (the "Services"). The Services shall at all times be provided by employees of Burnt Hills-Ballston Lake CSD. As such, Burnt Hills-Ballston Lake CSD shall be responsible for all wages, insurance and benefits, workers compensation coverage, disability and unemployment insurance, tax and other withholdings, and all statutory requirements with respect to the employment of the individuals providing the Services. As a result of providing the Services, the individuals providing the Services shall not be construed as employees of Scotia-Glenville CSD in any respect or be entitled to any benefits that might otherwise be provided by Scotia-Glenville CSD to its employees.

2. Location of Services. The Services will be performed at the Facility by mechanics employed by Burnt Hills-Ballston Lake CSD in the same manner and with the same degree of attention and care as is given to the maintenance services provided to vehicles at the Facility owned by Burnt Hills-Ballston Lake CSD.

3. Supervision of the Services. The provision of the Services will be overseen by a transportation director employed by Burnt Hills-Ballston Lake CSD.

4. Storage. As necessary and appropriate, Burnt Hills-Ballston Lake CSD will provide space at the Facility for the storage of parts and equipment provided by Scotia-Glenville CSD for use in connection with the provision of the Services to Scotia-Glenville CSD's transportation vehicles.

5. Fees. In consideration of Burnt Hills-Ballston Lake CSD providing the Services to Scotia-Glenville CSD as set forth in this Agreement, Scotia-Glenville CSD agrees to pay Burnt Hills-Ballston Lake CSD on the following basis:

- a) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$18,750, which represents an expense equivalent to Burnt Hills-Ballston Lake CSD employment of two and 1/2 (2.5) full-time mechanics to provide the Services;
- b) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$4,100 for Burnt Hills-Ballston Lake CSD's management of the Service;
- c) On the first day of each month during the term of this Agreement, Scotia-Glenville CSD will pay Burnt Hills-Ballston Lake CSD \$11,000 for its use and occupancy of the Facility; and
- d) Parts and materials provided to Scotia-Glenville CSD by Burnt Hills-Ballston Lake CSD will be invoiced monthly to Scotia-Glenville CSD in an amount equal to Burnt Hills-Ballston Lake CSD actual cost. Burnt Hills-Ballston Lake CSD shall inform Scotia-Glenville CSD before purchasing any parts or materials in connection with the Services, other than those needed for routine maintenance and repair, if such parts are estimated to cost less than \$6,000 in total. If parts for the repairs are estimated to cost over \$6,000, Scotia-Glenville CSD will provide written approval before any repairs are done. Scotia-Glenville CSD will pay all amounts due on such invoices within thirty (30) days of its receipt of the invoice from Burnt Hills-Ballston Lake CSD.
- e) All fees identified above in sections a, b, and c will be increased by 3% per year for each year that this agreement remains in effect.
- f) If Burnt Hills-Ballston Lake CSD and Scotia-Glenville CSD agree to the purchase by Burnt Hills-Ballston Lake CSD of additional durable equipment necessary for the provision of the Services, then Burnt Hills-Ballston Lake CSD and Scotia-Glenville CSD agree to divide the cost of such purchase through an increase in annual rent for Scotia-Glenville CSD indicated in provision (c) above. This increase in rent will be

proportional to the number of vehicles serviced and amortized over the estimated useful life of the equipment.

6. Access to the Facility. Burnt Hills-Ballston Lake CSD agrees that Scotia-Glenville CSD's employees and other representatives shall have the right to enter into and upon the Facility for the purpose of reviewing the provision of the Services. At all times, Scotia-Glenville CSD's employees and other representatives shall abide by the rules and regulations in place for visitors on Burnt Hills-Ballston Lake CSD's property.

7. Indemnification. Scotia-Glenville CSD shall defend, indemnify and hold Burnt Hills-Ballston Lake CSD, and its board members, administrators, and employees harmless from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Scotia-Glenville CSD or its employees or agents to the extent of Scotia-Glenville CSD's or its employees' or agents' responsibility for such claims, damages, losses or expenses. Burnt Hills-Ballston Lake CSD shall defend, indemnify and hold Scotia-Glenville CSD, and its board members, administrators, and employees harmless from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Scotia-Glenville CSD or its employees or agents to the extent of Burnt Hills-Ballston Lake CSD's or its employees' or agents' responsibility for such claims, damages, losses or expenses. The indemnification provisions of this paragraph shall survive the termination of this Agreement.

8. Insurance. Scotia-Glenville CSD agrees to name Burnt Hills-Ballston Lake CSD as an additional insured on its fleet liability insurance policy as long as this Agreement remains in effect. A copy of the certificate of insurance showing Burnt Hills-Ballston Lake CSD as an additional insured shall be provided to Burnt Hills-Ballston Lake CSD prior to the Service being initiated. Burnt Hills-Ballston Lake CSD agrees to maintain Garage Liability and Garagekeepers Legal Liability insurance coverage in place as long as this Agreement remains in effect in the following amounts:

- Garage Liability \$1,000,000 each occurrence;
- Garagekeepers Legal Liability \$250,000 Comprehensive & \$250,000 Collision.

Scotia-Glenville CSD shall be named as an additional insured on the Garage Liability insurance coverage. Copies of the certificates required of Burnt Hills-Ballston Lake CSD shall be provided to Scotia-Glenville CSD prior to the Service being initiated.

9. Termination. This Agreement may be terminated by either Party on the conclusion of the 5th year of operation (June 30, 2026) , or at any time by the mutual written agreement of both Parties.

10. Entire Agreement. Modification. Severability. Waiver. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

11. Standardization. To the extent permitted by law, while this Agreement is in place Scotia-Glenville CSD will purchase the same type of buses that Burnt Hills-Ballston Lake CSD purchases through the State of New York (i.e., buses with an international chassis) to ensure the efficiency of operations.
12. Reporting Obligations. Scotia-Glenville CSD will be responsible for reporting any potential maintenance/repair issues on their vehicles identified during bus drivers' pre and post trip inspection process to Burnt Hills-Ballston Lake CSD as soon as Scotia-Glenville CSD is made aware of a potential maintenance/repair issue from their driving staff. Scotia-Glenville CSD will coordinate with Burnt Hills-Ballston Lake CSD the scheduling/delivery of buses for corrective measures.
13. Transportation of Vehicles. Scotia-Glenville CSD shall be responsible for transporting all vehicles to the Facility to receive the Services and for promptly picking up the vehicles from the Facility after the Services have been completed. Burnt Hills-Ballston Lake CSD shall retain all maintenance records for the vehicles it provides the Services to at the Facility and shall provide Scotia-Glenville CSD with a copy of all of such records. In the event that a Vehicle owned by Scotia-Glenville CSD breaks down during the transportation of students, Scotia-Glenville CSD will secure any and all necessary towing services to transport the vehicle to the Facility. If Scotia-Glenville CSD is unable to secure such towing services, Burnt Hills-Ballston Lake CSD will attempt to secure this towing service and will bill Scotia-Glenville CSD for the actual cost of such service. Other mutually agreed upon arrangements may also be made in such situations.
14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.
15. Notices. All notices given in connection with this Agreement shall be in writing and shall be deemed to have been validly made or given when delivered personally to the Superintendent of the respective Party at the address first stated above, or when received by a Party if properly addressed to the Superintendent of the Party and deposited with the United State Postal Service or by a recognized overnight carrier.
16. Captions. The captions or headings or paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof.
17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York.
18. Cooperation. The Parties agree to complete any necessary forms or other documents required by the New York State Education Department or any other government entity in a timely fashion to allow a Party to receive reimbursement with respect to the Services.
19. Binding Effect. The signatures below represent each Party's acceptance of the terms and conditions of this Agreement, and are executed based upon proper authorizations of the Board of Education of each respective Party.

20. Appropriation of Funds. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Scotia-Glenville CSD's governing body or are otherwise available in any fiscal period for payments due hereunder, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Scotia-Glenville CSD of any kind whatsoever, except as to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. Scotia-Glenville CSD will immediately notify Burnt Hills-Ballston lake CSD of such occurrence.

21. Entire Agreement. Modification. Severability. Waiver. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

Scotia-Glenville Central School District

By Susan M. Swartz, Superintendent
Susan Swartz, Superintendent

Dated: 05/24/2021

Burnt Hills-Ballston Lake Central School District

By Dr. Patrick McGrath, Superintendent
Dr. Patrick McGrath, Superintendent

Dated: 6-2-2021