

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BALLSTON SPA CENTRAL SCHOOL DISTRICT,  
SARATOGA SPRINGS CITY SCHOOL DISTRICT,  
AND  
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT**

This Memorandum of Understanding is between the Ballston Spa Central School District (“BSCSD”), a public school district duly organized under the laws of the State of New York, with its primary business address at 70 Malta Avenue, Ballston Spa, New York 12020, the Saratoga Springs City School District (“SSCSD”), a public school district duly organized under the laws of the State of New York, with its primary business address at 3 Blue Streak Boulevard, Saratoga Springs, New York, 12866, and the Burnt Hills-Ballston Lake Central School District (“BHBLCS D”), a public school district duly organized under the laws of the State of New York, with its primary business address at 88 Lakehill Road, Burnt Hills, NY 12027 (hereinafter collectively referred to as “the Districts”).

It is effective as of April 1, 2023. (“Effective Date”).

**WHEREAS**, the Districts are authorized and required to develop school safety plans, pursuant to Section 2801-a of the Education Law and Section 155.17 of the Regulations of the Commissioner of Education; and,

**WHEREAS**, the Districts recognize the need to communicate, plan and collaborate before a crisis occurs and that such planning includes the designation of off-site locations to which the Districts’ students and staff may be evacuated to in the event of an emergency situation affecting their health and safety; and,

**WHEREAS**, BHBLCS D has a population of approximately 3,150 pupils; BSCSD has a population of approximately 4,041 pupils; and SSCSD has a population of approximately 6,090 pupils; and,

**WHEREAS**, BSCSD operates in locations near buildings in which SSCSD operates, which make it an appropriate off-site relocation location; and,

**WHEREAS**, BSCSD wishes to accommodate the needs of SSCSD in the event of a health and safety emergency to the extent that it can do so, subject to other obligations, some of which are articulated in Paragraph 2 hereof; and,

**WHEREAS**, BHBLCS D operates in locations near buildings in which BSCSD operates, which make it an appropriate off-site relocation location; and,

**WHEREAS**, BHBLCS D wishes to accommodate the needs of BSCSD in the event of a health and safety emergency to the extent that it can do so, subject to other obligations, some of which are articulated in Paragraph 2 hereof; and,

**WHEREAS**, BSCSD operates in locations near buildings in which BHBLCS D operates, which make it an appropriate off-site relocation location; and

WHEREAS, BSCSD wishes to accommodate the needs of BHBLCSO in the event of a health and safety emergency to the extent that it can do so, subject to other obligations, some of which are articulated in Paragraph 2 hereof; and,

**WHEREAS**, the parties wish to enter into a municipal cooperation agreement pursuant to Article 5-G of the General Municipal Law, to memorialize their respective duties and obligations in the event such off-site relocation becomes necessary.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Purpose**

The purpose of this agreement is to provide a guideline on what could reasonably be expected during a crisis situation on any of the campuses of the Districts. This plan will be utilized when it is believed that a threat exists or when a crisis occurs that necessitates the evacuation of the Districts' students and staff to an off-site location for a temporary period of time. The scope of this agreement includes students and staff from any of the programs being conducted during the school year and in the summer. Nothing in this Agreement shall be construed to require the Districts to alter their facilities to accommodate students and staff of the other Districts.

Evacuation shall occur as follows:

- BSCSD to BHBLCSO
- BHBLCSO to BSCSD
- SSCSO to BSCSD

**2. Site Designation**

Subject to availability, the Districts agree to make appropriate facilities and locations available to the other Districts in the event an emergency off-site relocation becomes necessary. The designation of facilities and locations is entirely within the discretion of each District and it shall also factor in its own needs in making such determinations. The Districts agree to meet as necessary to discuss preliminary determinations of the type and number of facilities or locations may be necessary for a future evacuation so that such plan is in place at the time evacuation may occur. This preliminary planning shall also afford each District the opportunity to assess and provide input on the suitability of such facilities and locations for temporary shelter during an evacuation. Each District's obligation to provide shelter is also subject to that District's schedule and prior notification by the other District's and acceptance by the hosting District.

**3. Evacuation Determination**

When it becomes necessary to evacuate any of the buildings in any of the Districts, the decision will be made by the Superintendent, District Superintendent, or designee, in consultation with building principals. As soon as an off-site evacuation is considered necessary, contact shall be made to the Superintendent/District Superintendent of the other entity offering shelter of the potential or imminent evacuation. Contact information for the Districts is as follows:

**Ballston Spa CSD:**

Name: Dr. Gianleo Duca, Superintendent of Schools  
Phone: 518-884-7195, ext. 1310

Name: Ed Martin, Director of Facilities  
Phone: 518-884-7195, ext. 1315

**Burnt Hills-Ballston Lake CSD:**

Name: Dr. Patrick McGrath, Superintendent of Schools  
Phone: 518-399-9141, ext. 85002

Name: Joe Scalise, Facilities Use Coordinator  
Phone: 518-399-9141, ext. 83309

**Saratoga Springs City School District:**

Name: Dr. Michael Patton, Superintendent of Schools  
Phone: 518-583-4708

Name: John Thuener, Director of Facilities and Operations  
Phone: 518-587-6365

**4. Transportation**

After it has been determined by the Superintendent or designees that remaining on campus may present a credible threat to the safety and well-being of students and staff and after notification to and acceptance by the receiving district, the transportation of students and staff shall be the responsibility of the sending District, unless otherwise agreed to by the Parties. The Transportation Supervisor, or designee, will coordinate the number and the most suitable buses given the number of students and staff to be transported. Students and staff will be transported to the location(s) designated by the receiving district.

**5. Costs**

Each party shall be responsible for its own costs associated with this Agreement. Should any damage occur to the property of the receiving District as a result of the sending District's use of property as a result of this Agreement, the sending District shall reimburse the receiving District for such damage to the extent not covered by insurance.

**6. Term of Agreement**

This agreement shall be effective upon execution and will remain in full force for one (1) year from the Effective Date unless terminated by either party upon sixty (60) days written notice and shall automatically renew for successive one (1) year periods. Any party may terminate this agreement, with or without cause, upon sixty (60) days written notice to the other parties.

If the agreement is still in effect as of January 1, 2025 the parties shall review whether they desire to continue the agreement, and if so, on what terms. If the parties decide to renew or extend the agreement beyond June 30, 2025 such action shall require the approval, by majority vote, of the Board of Education of each party. Such agreement shall require the review and affirmative approval by the Boards of Education of each party at least once every five years.

**7. Mutual Indemnification**

To the fullest extent permitted by law, the sending District shall reimburse, defend, indemnify and save harmless the receiving District, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of the use of School District facilities pursuant to this Agreement and which arise out of or in consequence of any negligent, reckless or intentional act or omission of the sending District, its officials, employees, volunteers or agents and which arise out of this agreement.

No District is entitled to indemnification for its own negligent or intentional acts or omissions. Each party shall maintain sufficient liability coverage, reasonably acceptable to the other parties, to cover such liability and shall provide the other party with proof of such coverage and limits.

**8. BOARD APPROVAL**

This Memorandum of Agreement is subject to the approval of the Boards of Education of each party to the Agreement.

**IN WITNESS WHEREOF**, each party hereto has caused this agreement to be executed by its duly authorized officer and day and year first above written.

\_\_\_\_\_  
Ballston Spa Central School District  
Dr. Gianleo Duca, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ballston Spa Central School District  
Jason Fernau, Board of Education President

\_\_\_\_\_  
Date

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Saratoga Springs City School District  
Dr. Michael Patton, Superintendent

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Date

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Saratoga Springs City School District  
Tony Krackeler, Board of Education President

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Date

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Burnt Hills-Ballston Lake CSD  
Dr. Patrick McGrath, Superintendent

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Date

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Burnt Hills-Ballston Lake CSD  
Lisa Morse, Board of Education President

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Date