AGREEMENT FOR FACILITY USE AND PROVISION OF ANCILLARY SERVICES – SCHOOL YEAR

This Agreement made this **1st** day of **September, 2015**, by and between the **Board of Cooperative Educational Services,** Sole Supervisory District, Onondaga, Cortland & Madison Counties, PO Box 4754, 6820 Thompson Road, Syracuse, New York 13221 (hereinafter the **"BOCES"**) and **Homer Central School District**, located at PO Box 500, Homer, NY 13045 (hereinafter the **"Lessor"**).

1. Property to be Leased:	Rooms at: **Homer Elementary (2), Homer Intermediate (1.5), Homer Junior High (1) and Homer High School (2) = 6 Total Rooms**
2. Term of Lease:	Ten (10) months commencing September 1, 2015 and expiring midnight, June 30, 2016.
3. Payment Terms: $5,000 annual rent per classroom $2,500 annual fee per classroom for ancillary services (such as gym and art for the Exceptional Education classrooms)	Total __6.5____ rooms = $32,500 Total __6.5____ rooms = $16,250 **TOTAL: $48,750** **Three payments: December 1, 2015, March 1, 2016, June 1, 2016**
4. Intended Use of Property by BOCES:	Special Education
5. Services to be Furnished by the Lessor:	**Facilities:** • Heat, air conditioning (if available), electricity, custodial services (including paper supplies) • Normal maintenance and minor repairs • Telephone with long distance access • Network technology/Internet access (available no less than one week prior to start of school) • Access to computer lab and library • Access to a photocopy machine • Access to Interactive Whiteboard if installed in room **Ancillary:** • Nursing Services • All services relating to mainstreaming as identified in each student's IEP • Access to breakfast and lunch programs • Access to guidance counselors as needed for scheduling • Network technology support
6. Services to be Furnished by the BOCES:	• Instructional staff • Instructional equipment • Classroom furniture unless district offers to include with room at no additional cost • Classroom technology equipment unless alternate arrangements are made with OCM BOCES Administrator • Support for OCM BOCES technology equipment
7. Insurance:	The BOCES shall provide liability insurance in the amount of $1,000,000 comprehensive general liability with a $5,000,000 umbrella for any claims with respect to its actions.
8. Indemnification:	In the event that a student is injured while participating in any ancillary service provided by the Lessor, the Lessor shall hold the BOCES harmless for such claim and shall indemnify the BOCES for any damages paid or judgment rendered against the BOCES, including any legal fees and costs incurred by the BOCES in defending such claims.

ONONDAGA-CORTLAND-MADISON BOCES

_____ _____
Board President Date

HOMER CENTRAL SCHOOL DISTRICT

_____ _____
Board President Date