

**INTER-MUNICIPAL COOPERATION AGREEMENT
FOR SHARED ADMINISTRATOR
BETWEEN THE
MALONE CENTRAL SCHOOL DISTRICT
AND THE
ST. LAWRENCE-LEWIS BOARD OF COOPERATIVE EDUCATION SERVICES**

This Agreement made this 11th day of February, 2025, is by and between the Malone Central School District (“MCSD”), with its principal business address at 42 Husky Lane, Malone, New York 12953 and the St. Lawrence-Lewis BOCES (“BOCES”) with its principal business address at 40 West Main Street, Canton, New York 13617, collectively the “Parties”.

RECITALS

A. Pursuant to the terms and conditions of this Agreement, the Parties have determined that the sharing of current Administrator from the MCSD (“Shared Services”) will serve the financial and pedagogical interests of both Parties. Under this agreement, MCSD will be the Vendor District for such services and BOCES will be the Purchasing District for such services.

B. The MCSD is established as a central school district under the New York State Education Law Section 1804, while the BOCES is established pursuant to the New York State Education Law Section 1950, *et seq.*, which authorizes the boards of education of the respective Parties to employ personnel and to enter into agreements as necessary to carry out its duties and, the MCSD’s and the BOCES’ Boards of Education desires to enter into this Shared Services agreement.

C. New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone.

D. The Parties have undertaken a reasonable review of the cost of separately employing the necessary staffing and have decided that MCSD will now provide BOCES with a shared Administrator for duties as determined by BOCES. Based upon the staffing provided by MCSD, the percentage of services and costs will be mutually agreed upon by each Districts’ Superintendents on an annual basis and in writing. Evidence of such agreement for mutually agreed upon services and costs will be attached to and made a part of this agreement.

COVENANTS

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. TERM:

The term of this Agreement shall be effective February 12, 2025, through and including June 30, 2025.

2. EMPLOYMENT OF A SHARED EMPLOYEE:

MCS D as the Vendor District agrees to release Reginald McDonald for ½ of a work day up to four (4) hours each day for three (3) days per regular work week, for a total equivalent of 0.3 FTE, to provide services to the BOCES as the purchasing district. Mr. McDonald's services will be available to BOCES as the Purchasing District for Mr. McDonald to perform professional duties on behalf of BOCES as agreed between the BOCES and Mr. McDonald.

On the days Mr. McDonald provides services to the BOCES, he will begin his workday at BOCES and then report to MCS D for duty by 1:00 p.m. on those days, unless mutually agreed upon between Mr. McDonald and the MCS D Superintendent.

MCS D agrees it shall ensure compliance with all New York State Education Laws and rules related to the employment of Mr. McDonald. Mr. McDonald will not be eligible for any payment or reimbursement from MCS D for any additional costs for any reason, including but not limited to mileage or any other incidental or related costs related to his reporting for duty at the BOCES.

3. REIMBURSEMENT AND PROVISION OF SERVICES:

The Parties agree that Mr. McDonald shall be considered to be employed by MCS D for purposes of payroll administration, pension service reporting and all other benefits. MCS D agrees to provide BOCES with such information that may be necessary for BOCES to properly budget and account for the joint expenses associated with this agreement.

For its participation in and utilization of the Shared Services, BOCES agrees to reimburse MCS D for 0.3 FTE of Mr. McDonald's total costs for employment for time spent by Mr. McDonald providing services to or for the benefit of BOCES under the terms of this agreement. The 0.3 FTE reimbursable costs to MCS D by BOCES includes all payroll and employment related costs, including but not limited to salary, employer pension contributions, payroll taxes, and any other related financial expenditures.

MCS D will invoice BOCES for the full and total costs for the Shared Services under this agreement within 30 days of the Parties approval of this agreement. MCS D's invoices will be sufficiently detailed to show the 0.3 FTE reimbursement for Mr. McDonald's employment by MCS D. BOCES's reimbursement payment for Shared Services shall be made to MCS D within 30 days of BOCES's receipt of an invoice from MCS D.

4. INSURANCE

Both Parties shall maintain in full force and effect during the Term of this Agreement the following insurance coverage for their mutual benefits:

- i. Workers' Compensation Insurance and Employers Liability Insurance for the statutory limits as prescribed by the laws of the State of New York;
- ii. Comprehensive general liability insurance with limits of liability of \$1 million for each occurrence, \$2 million in the general aggregate and \$2 million for products/competed operations; and

Each Party shall provide prior written notice of the cancellation, termination, or modification of any insurance policies.

In the event that any of the insurance coverage secured by either party contains a deductible, the Parties shall indemnify and hold each other harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of each Party. The Parties further acknowledge that a failure to obtain or keep current the insurance coverage required by this ICA shall constitute a material breach of this ICA.

5. INVOICES:

MCSD shall provide BOCES with one invoice for services performed pursuant to this agreement as agreed to by the Parties within twenty (20) day of the Parties execution of this agreement. That invoice will be for 0.3 FTE of the total employment costs for Mr. McDonald for the months of March through June in compensation for his services. The invoice shall include general descriptions of each of the component costs (salary, payroll taxes, pension contributions, etc.) associated with the 0.3 FTE reimbursement.

6. NON-ASSIGNMENT:

This Agreement may not be assigned by either Party, or its right, title or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the other Party and any attempts to assign the contract without such written consent will be null and void.

7. DISPUTE RESOLUTION:

In the event either Party has a dispute relating to this Agreement, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other Party of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution.

Within seven (7) calendar days of receiving such notice, the receiving Party shall contact the complaining Party and a mutually acceptable time shall be set for the Parties to meet and discuss the resolution. Both Parties shall provide documentation or other information useful for resolution of such dispute. Both Parties shall make a good faith effort to resolve such dispute in mutually acceptable and timely manner.

8. CANCELLATION:

In the event the Parties cannot agree to resolve such dispute, the complaining Party may exercise its right to terminate this Agreement so that Mr. McDonald will no longer report for services at the BOCES. If the BOCES cancels this agreement, regardless of such cancellation, BOCES will not be entitled to any prorated refund of any payment made for the services under this agreement. If MCSD cancels this agreement, then MCSD will provide a pro-rata refund to BOCES for any time Mr. McDonald will not be present through June 30, 2025.

Prior to providing such notice, the Parties shall participate in dispute resolution as described in the preceding paragraph.

9. NOTICES:

Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have validly made or given when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) If to MCSD:
Brandon Pelkey, Superintendent of Schools
Malone Central School District
42 Husky Lane
Malone, New York 12953

(b) If to BOCES:
Thomas Burns, District Superintendent
St. Lawrence-Lewis BOCES
40 W. Main Street
Canton, New York 13617

10. HEADINGS:

Headings of titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

11. FULL AGREEMENT:

This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

[Intentionally Blank]

[Signatures Next Page]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the 11
day of February, 202~~4~~⁵.

BY: BRANDON PELKEY

Brandon Pelkey
Malone CSD - Superintendent of Schools

2/11/25
Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, Bryn M. Fefee, Clerk of the Board of Education for the Malone Central School District, do certified that an Agreement for shared employee services between the Malone Central School District and the St. Lawrence-Lewis BOCES was duly approved by a majority vote of the voting strength of the Malone Central School District Board of Education on February 11, 2025.

Bryn M. Fefee
SIGNATURE OF MALONE CSD BOARD CLERK

2/11/25
Date

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the _____
day of _____, 2024.

BY: THOMAS BURNS

St. Lawrence-Lewis BOCES, District Superintendent

Date

CERTIFICATION BY BOCES BOARD CLERK

I, _____, Clerk of the Board of Education for the St. Lawrence-Lewis BOCES, do certified that an Agreement for shared employee services between the Malone Central School District and the St. Lawrence-Lewis BOCES was duly approved by a majority vote of the voting strength of the St. Lawrence-Lewis BOCES Board of Education on _____.

SIGNATURE OF BOCES DISTRICT CLERK

Date