

MUNICIPAL COOPERATION AGREEMENT

The Board of Education of the Charlotte Valley Central School District (hereinafter *Charlotte Valley*) and Board of Education of the Jefferson Central School District (hereinafter *Jefferson*) in order to discharge the duties and obligations imposed on each of them by the New York State Education Law concerning the hiring of certified teachers, and after adopting resolutions authorizing the same, do hereby agree in accordance with General Municipal Law §119-o as follows:

1. Charlotte Valley shall provide the services of a certified Committee on Special Education Chairperson (hereinafter "Employee") pursuant to Regulations of the New York State Department of Education.
2. The Employing District is Charlotte Valley. Any decision regarding employment, termination, discipline, or tenure of the Employee shall be made by Charlotte Valley. All services rendered by the Employee shall be deemed to be rendered to Charlotte Valley, including, for example, any applicable service credit or seniority. The Employee shall continue to receive all benefits afforded under the applicable Collective Bargaining Unit of Charlotte Valley.
3. Charlotte Valley shall be responsible for providing the salary, taxes, benefits and other emoluments of employing the employee, as well as maintaining all necessary insurance, including workers compensation insurance, and will provide any proofs of such insurance that the Jefferson shall reasonably require.
4. The Districts agree that any personnel provided to Jefferson District pursuant to this agreement shall have the proper licenses, certifications and meet any other legal requirements necessary to perform the duties contemplated by this agreement.
5. Charlotte Valley shall provide the services of the Employee to Jefferson at a 0.4 full time equivalent and the Jefferson shall reimburse Charlotte Valley 40% of the total cost of employment for the CSE Chairperson including all salary, benefits and other compensation.

Charlotte Valley shall issue to Jefferson an invoice for employee's service at the close of each quarter. The invoice shall be due and payable no later than the fifteenth day after the date of the invoice.

The work may be provided on site, or off site, for example developing plans, as needed.

Travel time to the first district at the start of the work day and home from the last district at the end of the work day shall not be billed under this agreement, except where attendance is required by Jefferson at a site other than a campus of Jefferson.

The Employee shall make reasonable efforts to schedule work according to the requests of all participating Districts. Charlotte Valley retains final authority regarding the assignment of the Employee.

6. Each district shall be responsible for providing any materials, and other support necessary for the Employee to perform the duties while assigned to the respective district.
7. The term of the agreement shall be for one year. The contract shall automatically renew unless terminated by either party. Either side may terminate this agreement upon 60 days written notice to the other district. Any changes to the contract such as daily or hourly costs shall require a new contract, ratified by both Boards.
8. The Districts shall review the terms and conditions of the contract each year prior to renewal.
9. This agreement shall become binding upon approval by both school districts in accordance with law.

CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT

By: _____

SCHOOL DISTRICT CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Charlotte Valley Central School District at a public meeting duly held on _____, and has been made a part of the minutes of that meeting.

School District Clerk

JEFFERSON CENTRAL SCHOOL DISTRICT

By: _____

SCHOOL DISTRICT CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Jefferson Central School District at a public meeting duly held on _____, and has been made a part of the minutes of that meeting.

School District Clerk