

April 21, 2020
INTER MUNICIPAL AGREEMENT
BY AND BETWEEN
THE AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
THE HOOSICK FALLS CENTRAL SCHOOL DISTRICT

WHEREAS, the Averill Park Central School District, (hereinafter “Averill Park”), and the Hoosick Falls Central School District, (hereinafter “Hoosick Falls”), are both public school districts operating under the laws of the State of New York; and,

WHEREAS, both Averill Park and Hoosick Falls provide speech therapy services as part of their educational program; and,

WHEREAS, Averill Park employs a full time Speech Therapist and has determined that its educational needs only require a part time Speech Therapist teacher for the next school year; and,

WHEREAS, Hoosick Falls is in need of a part-time Speech Therapist; and,

WHEREAS, both Averill Park and Hoosick Falls believe that there is a mutual benefit to creating a relationship between the districts to enable the Averill Park Speech Therapist to provide shared services with Hoosick Falls; and,

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into inter-municipal cooperative agreements.

NOW THEREFORE in consideration of the above, and the terms of this agreement, it is hereby agreed as follows:

- 1. Term** – The term of this agreement shall be from September 1, 2020 through June 30, 2021, unless sooner terminated in accordance with the terms hereof.
- 2. Services** – Averill Park shall schedule its Speech Therapist to provide direct, on site, services to Hoosick Falls, for one-half (.5 FTE) of the Speech Therapist’s time. The parties shall work out schedules to reasonably accommodate the needs of the Districts and teacher travel involved. The precise split of services may vary based upon the mutual needs of the Districts and as mutually agreed by the Superintendents.

3. **Payment** – In return for the services described herein, Hoosick Falls shall pay to Averill Park one-half the annual amount of the assigned teacher's salary and benefits. Averill Park shall invoice Hoosick Falls on a monthly basis or as may be otherwise agreed to by the parties. Such invoices shall be paid by Hoosick Falls within thirty (30) calendar days. If the Speech Therapist is also reimbursed for travel, Hoosick Falls agrees to pay one half of the full amount of such reimbursement as part of the regular invoicing.

4. **Employer- Employee Relationship** – It is agreed between the parties that Speech Therapist assigned shall be a full-time employee of Averill Park, and shall not have an employer-employee relationship with Hoosick Falls during the term of this Agreement. The teacher shall receive all salary, benefits and other compensation from Averill Park. The teacher is not entitled to any benefit plan afforded to the employees of Hoosick Falls, worker's compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of Hoosick Falls.

5. **Evaluation** – The evaluation of the teacher so assigned is the responsibility of Averill Park in accordance with any applicable collective bargaining, statutory, or regulatory requirements. Hoosick Falls will be asked for input to that evaluation process.

6. **Termination** – This Agreement may be terminated by either party with thirty (30) days written notice, or at any time by a mutual written Agreement between the parties.

7. **Renewal** - This Agreement may be renewed on a yearly basis upon the mutual written agreement of the parties.

8. **Mutual Indemnification** – Hoosick Falls shall defend, indemnify and save harmless Averill Park, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Hoosick Falls, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Averill Park shall defend, indemnify and save harmless Hoosick Falls, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Averill Park, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.

9. **Entire Agreement** - The terms of this Agreement represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

10. Board Approval - This Agreement is subject to approval by both Boards of Education.

FOR HOOSICK FALLS:

Patrick Dailey
Superintendent of Schools

Dated: _____

FOR AVERILL PARK:

James Franchini, Ed.D.
Superintendent of Schools

Dated: _____