Madison-Oneida
Board of Cooperative Educational Services
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OFFICE OF INTERMUNICIPAL LEGAL SERVICES
Phone: 315.361.5522 ◆ Fax: 315.361.5595

KRISTINE A. KIPERS, School Attorney
KIMBERLY A. KOLCH, School Attorney
JENNIFER L. RUSS, Labor Relations Specialist
KELLY A. GREENE, Labor Relations Specialist
JULIA F. DEPIETRO, Paralegal
KATHLEEN L. PARKER, Senior Office Specialist

May 14, 2026

Mr. Jason Mitchell, Superintendent of Schools
Stockbridge Valley Central School District
6011 Williams Road
Munnsville, NY 13409

Dear Mr. Mitchell:

Enclosed for your consideration is an intermunicipal agreement between the Stockbridge Valley Central School District and the Madison - Oneida BOCES for the 2026 – 2027 school year. If your Board approves this agreement, District Superintendent Budelmann will present it to the BOCES Board for its approval.

Thank you and please do not hesitate to contact me with questions.

Respectfully,

Kristine A. Kipers

Kristine A. Kipers
Director of Labor Relations & Policy Services/School Attorney

C: Ms. Beth Lamb, Business Administrator

AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("**BOCES**"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Stockbridge Valley Central School District ("**DISTRICT**"), with its principal business address at 6011 Williams Road, Munnsville, NY 13409.

RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a central school district under the New York State Education Law; Section 1804 of the Education Law authorizes the board of education of a central school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT's board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

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 begin on July 1, 2026, and shall extend through and including June 30, 2027.

2. **EMPLOYMENT OF AN ATTORNEY:** BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.

3. **EQUIPMENT AND OTHER RESOURCES:** BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.

4. **COMPENSATION:** The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of $153.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of $50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.

6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.

7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.

8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.

9. **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.

10. **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 disputing 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 a mutually acceptable and timely manner. In the event the PARTIES cannot agree

to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eleven (11) of this AGREEMENT.

11. **TERMINATIONS:** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph ten (10) of this AGREEMENT.

12. **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 been 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 DISTRICT:**
Mr. Jason Mitchell, Superintendent of Schools
Stockbridge Valley Central School District
6011 Williams Road
Munnsville, NY 13409

(b) **If to BOCES:**
Mr. Scott Budelmann, District Superintendent
Madison – Oneida BOCES
4937 Spring Road / PO Box 168
Verona, NY 13478 - 0168

13. **HEADINGS:** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

14. **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.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

_____ _____

For the DISTRICT Date

_____ _____

For the BOCES Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, _____, Clerk of the Board of Education for the Stockbridge Valley Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Stockbridge Valley Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

_____ _____

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK Date

CERTIFICATION BY BOCES BOARD CLERK

I,_____, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the Stockbridge Valley Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____.

_____ _____

SIGNATURE OF BOCES BOARD CLERK Date