

## **AGREEMENT**

**THIS AGREEMENT** is made between the Horseheads Central School District (hereinafter referred to as "HHCS D"), an educational corporation of the State of New York, having its principal office at One Raider Lane, Horseheads, New York 14845,

### **AND**

Elmira City School District (hereinafter referred to as "ECSD"), an educational corporation of the State of New York having its principal office at 951 Hoffman Street, Elmira, New York 14905.

**WHEREAS**, HHCS D desires to contract with ECSD and ECSD desires to enter into a contract with HHCS D to share the services of a Director of Physical Education, Health, and Athletics;

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

1. **TERM OF AGREEMENT**

This Agreement shall be effective for the school year commencing July 1, 2013, and shall expire June 30, 2014, unless sooner terminated or extended by agreement of the parties.

2. **SERVICES**

ECSD shall employ a Director of Physical Education, Health, and Athletics and provide the services of said Director to HHCS D, HHCS D utilizing said Director two and one-half (2.5) days per week, to be scheduled at mutually agreeable times.

3. **COMPENSATION**

HHCS D shall pay ECSD for services rendered the sum of Sixty-Four Thousand Forty-one and 94/100ths Dollars (\$64,041.94). The amounts payable hereunder shall be paid as invoiced.

4. **RECORDS**

HHCS D and ECSD agree to create and maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Expenditures shall be documented and maintained in separate and complete fiscal accounts (in accordance with United States generally accepted accounting principles).

HHCS D and ECSD agree to retain all books, records, and other documents pertaining to this Agreement for seven years after final payment. Federal and/or State auditors and any

persons duly authorized shall have full access and the right to examine, copy, and make extracts of any of said payments at HHCS D's and ECS D's respective principal place of business during the regular business hours throughout the term of this Agreement and said retention period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates herein written.

DATE: July \_\_\_\_\_, 2013

HORSEHEADS CENTRAL SCHOOL  
DISTRICT

Federal Tax ID # \_\_\_\_\_

BY: \_\_\_\_\_  
Brian Lynch, Board President

Resolution No. \_\_\_\_\_

DATE: July \_\_\_\_\_, 2013

ELMIRA CITY SCHOOL DISTRICT

Federal Tax ID # \_\_\_\_\_

BY: \_\_\_\_\_  
Sara Lattin, Board President

Resolution No. \_\_\_\_\_