

Enclosure 9.1  
Aug. 28, 2014

## TUTORING AGREEMENT

This TUTORING AGREEMENT is made and entered into as of this 28 day of August, 2014 by and among the HORSEHEADS CENTRAL SCHOOL DISTRICT, a public school district having an address at One Raider Lane, Horseheads, New York 14845 ("**District**"), HORSEHEADS CHRISTIAN SCHOOL, a private school having an address at 2293 Grand Central Avenue, Horseheads, New York 14845 ("**School**"), and Debra Manley, an individual residing at 2859 Gorton Road, Corning, New York 14830 ("**Teacher**").

WHEREAS, the District is the recipient of State and/or Federal monies which have been designated to fund the provision of tutoring services to one or more at-risk students within the District attending classes at the School; and

WHEREAS, the District and the School have collaboratively identified the Teacher as an individual able to provide tutoring services to students identified or to be identified by the School as being in need of such services; and

WHEREAS, the parties hereto wish to memorialize the terms and conditions upon which the Teacher shall provide tutoring services to students at the School and shall be compensated by the District therefor;

NOW THEREFORE, for and in consideration of their mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Tutoring Services.

(a) The Teacher shall provide tutoring services to one or more students enrolled in classes at the School who are identified by the School to the Teacher during the term of this Agreement as being in need of such services. The tutoring services to be provided under this Agreement shall include tutoring in such subjects the District and School may identify as being proper subjects for tutoring, but shall not include tutoring in any topic of a religious or ideological nature.

(b) The Teacher shall consult with and take direction from the District as to the nature and scope of tutoring services to be provided hereunder and the manner in which such services are to be provided. The District shall participate in meetings between the Teacher and the School relating to the provision of such services.

2. Timing of Services. All tutoring services shall be provided by the Teacher at such times and according to such schedule as may be specified by the School or the District or, absent such specification, at times which are mutually convenient to the Teacher and the students tutored, but no such services shall be provided during school hours on any day on which classes are in session at the School.

3. Term. The term of this Agreement shall commence effective September 3, 2014 and shall terminate on August 31, 2015 unless sooner terminated as permitted by this Agreement.

4. Rate and Payment of Compensation.

(a) The District shall compensate the Teacher for tutoring services actually provided to students pursuant to this Agreement at a rate of twenty-five dollars (\$25.00) per hour as and when invoiced by the Teacher pursuant to this Agreement. The maximum amount of compensation payable by the District (to the Teacher and/or the School) pursuant to this agreement, and any existing agreements between the District and the School, shall not exceed Two Thousand Dollars (\$2,000) during the term hereof.

(b) No more frequently than monthly, the Teacher shall prepare two invoices, in such form and substance as the District may require from time to time, evidencing the amount of services provided by the Teacher pursuant to this Agreement for the service period immediately preceding the date of such invoices and setting forth the amount due therefor, calculated at the hourly rate set forth above. The Teacher shall deliver one invoice to each of the School and District.

(c) The School shall promptly review each invoice received from the Teacher to ensure its conformance with such information on the services rendered by the Teacher then in the School's possession and shall, based on such review, instruct the District whether or not it should pay all, a portion, or none of the amount shown thereon. The District shall make payment with respect to each invoice per the instructions of the School within thirty (30) days of its receipt of such instructions.

(d) Provided that it makes payment within the time set forth in paragraph (c) and in accordance with instructions received from the School, the District shall bear no responsibility and shall not be liable to the School or the Teacher for the timeliness or accuracy of any payment or the manner in which any payment is made.

5. Supervision of Teacher.

(a) The District shall be responsible for the monitoring and supervision of the Teacher to ensure that (i) the tutoring services contemplated by this Agreement are provided in the manner, to the extent, and at the times contemplated by the parties hereto, or (ii) in providing such services and in performing his or her other obligations under this Agreement, the Teacher complies with all applicable Laws (defined below). The School shall provide assistance to the District, as the District may require from time to time, in satisfying the District's responsibilities hereunder.

(b) The District shall conduct all background and other checks and all other inquiries and ensure the completion and submission of all such information and forms as may be required in connection with the Teacher's performance of the tutoring services contemplated hereunder. The Teacher shall cooperate with all such checks and inquiries

and shall prepare and submit all such forms and information as the School may require as a precondition to the performance of services hereunder. The School shall provide copies of the results of all such tests and checks and of all such information and forms to the District or to any State or Federal governmental authority, upon the District's request.

6. No Employment Status. The relationship of the Teacher to the District shall be that of an independent contractor. The Teacher, in accordance with this status as an independent contractor, covenants and agrees that he or she will conduct herself in accordance with this status and that he or she will neither hold himself or herself out as, nor claim to be, an officer or employee of the District by reason thereof, and that he or she will not by reason thereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District, including, but not limited to, Worker's Compensation coverage or retirement membership or credits.

7. Compliance with Applicable Law. In the course of providing services and performing his or her other obligations under this Agreement, the Teacher shall fully comply with all federal, State, and local statutes, rules, and regulations and the orders of governmental authorities of competent jurisdiction (each a "*Law*") in the performance of his or her obligations hereunder. The Teacher shall further cooperate and comply with any reasonable request made by the District or the School for the purpose of ensuring compliance with the requirements of applicable Law.

8. Records.

(a) The Teacher shall create and maintain books, records, documents, and other information ("*Records*") properly reflecting all tutoring services provided hereunder and shall further create and maintain such Records relating to such services as the District or the School may request from time to time. All Records shall be in such form and contain such substance as the District or the School may require. Upon the termination of this Agreement for any reason, the Teacher shall promptly deliver all Records created and/or maintained pursuant to this Agreement to the District.

(b) The District shall keep and maintain all Records for a period of seven (7) years after the termination of this Agreement and shall permit the District and/or the representative of any Federal or State regulatory authority of competent jurisdiction to examine, copy, and make extracts of the same at the School's business office at mutually convenient times.

(c) The Teacher shall keep and maintain all Records confidential in compliance with applicable State and Federal information privacy laws, including, without limitation, the Family Educational Rights and Privacy Act.

9. Nonappropriation. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement and no liability on account thereof shall be incurred by the District beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public

employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

10. Indemnification.

(a) The Teacher shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the Teacher, his or her agents, or anyone else under his or her control in performing his or her obligations under this Agreement.

(b) The School shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the School or any of its officers, agents, board of education members, employees, or representatives, or anyone else under the School's control in performing its obligations under this Agreement.

(c) The respective obligations of the School and the Teacher set forth in this Section shall survive the termination of this Agreement for any reason.

11. Limitation of Liability. The District shall bear no liability to the School, the Teacher, or any other person under this Agreement, except in the event of a material violation by it of the terms of this Agreement or to the extent such responsibility or liability shall be allocated to it by applicable Law. The aggregate amount of liability of the District to the School and the Teacher under this Agreement shall be limited to the amount due and payable to the Teacher for services provided hereunder pursuant to Section 4, to the extent not already paid by the District.

12. Termination. This Agreement may be terminated by any party at any time upon thirty (30) days' prior written notice to the other parties. In the event of a material breach of this Agreement by the Teacher or by the School, the District may terminate this Agreement immediately upon written notice to the other parties.

13. No Third Party Beneficiaries. This Agreement is not intended to confer any right, remedy, or benefit upon any person other than the District, the School, and the Teacher and their respective successors and assigns.

14. Insurance. The Teacher shall obtain and maintain, throughout the term of this Agreement, automobile and other liability insurance coverages of such types and in such amounts as the School or the District may require from time to time. For any policy of insurance so required, the Teacher shall provide, upon request, certificates of insurance and such other evidence of insurance as the School or the District may require. The School and the District may require that the Teacher name one or both of them as

additional insureds on any such policy of insurance, with a right to thirty (30) days' advance written notice of any termination, expiration, or modification of coverage. Nothing in this Section or elsewhere in this Agreement shall be construed as limiting the Teacher's liability hereunder to the extent of available insurance.

15. Assignment. Neither party hereto may assign or otherwise convey any or all of its obligations under this Agreement without the prior written consent of the other party. Any assignment or conveyance or attempted assignment or conveyance in violation of the terms of this Section shall be void *ab initio*.

16. Notices. All notices, requests, demands, elections, and other communications which any party to this Agreement may be required or permitted to give hereunder (each a "*Notice*") shall be in writing and shall be deemed to have been duly given if given by personal delivery, mailing the same by certified mail, return receipt requested, or delivery by overnight courier to the party to whom the same is so given or made. Such notice, request, demand, waiver, election or other communication will be deemed to have been given as of the date received by the addressee. Any notice may be given by a party's attorney. All such Notices shall be made to a party at its address first set forth above or to such other address as such party shall have specified by Notice given in accordance with this Section.

17. Merger Clause. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, or understandings, whether oral or written, between the parties with respect to such subject matter.

18. Interpretation. The section headings used in this Agreement are for convenience of reference only and are not intended to have any effect on the substance or interpretation of this Agreement.

19. Amendments and Waivers.

(a) This Agreement may be modified only by written instrument, executed by each of the parties hereto; *provided, however*, that the District and the School may, without the consent of the Teacher, increase or decrease the limit on compensation payable by the District to the Teacher hereunder. The School shall provide the Teacher with prompt notice of any decrease in the aforementioned limit, but the District shall have no obligation to make any payment to the Teacher in excess of any decreased limit, regardless of whether such notice has been provided.

(b) Any waiver, to be effective, must be in writing and signed by the waiving party. A waiver or failure to insist upon the enforcement of any provision hereof in any one instance shall not be construed as a waiver of any other provision in the same instance or of the same provision in any other instance.

20. Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of New York, determined without regard for conflict of laws principles, and, to the extent they preempt state law, the laws of the United States of America. The courts of the State of New York shall have exclusive jurisdiction over any dispute between the parties hereto under or in any way pertaining to this Agreement or the subject matter hereof. The parties hereto hereby waive all objections to the jurisdiction of and to venue being laid in such courts.

21. Severability. In the event that any provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be deemed without effect to the extent so determined, without affecting the validity, enforceability, or legality of any other provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement or caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

HORSEHEADS CENTRAL SCHOOL DISTRICT  
("District")

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By: Brian Lynch  
Its: Board of Education President

HORSEHEADS CHRISTIAN SCHOOL  
("School")

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By: James Kane  
Its: Administrator

TEACHER

---

Name: Deborah Manley

## TUTORING AGREEMENT

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WHEREAS, the District is the recipient of State and/or Federal monies which have been designated to fund the provision of tutoring services to one or more at-risk students within the District attending classes at the School; and

WHEREAS, the District and the School have collaboratively identified the Teacher as an individual able to provide tutoring services to students identified or to be identified by the School as being in need of such services; and

WHEREAS, the parties hereto wish to memorialize the terms and conditions upon which the Teacher shall provide tutoring services to students at the School and shall be compensated by the District therefor;

NOW THEREFORE, for and in consideration of their mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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(b) The Teacher shall consult with and take direction from the District as to the nature and scope of tutoring services to be provided hereunder and the manner in which such services are to be provided. The District shall participate in meetings between the Teacher and the School relating to the provision of such services.

2. Timing of Services. All tutoring services shall be provided by the Teacher at such times and according to such schedule as may be specified by the School or the District or, absent such specification, at times which are mutually convenient to the Teacher and the students tutored, but no such services shall be provided during school hours on any day on which classes are in session at the School.



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(b) No more frequently than monthly, the Teacher shall prepare two invoices, in such form and substance as the District may require from time to time, evidencing the amount of services provided by the Teacher pursuant to this Agreement for the service period immediately preceding the date of such invoices and setting forth the amount due therefor, calculated at the hourly rate set forth above. The Teacher shall deliver one invoice to each of the School and District.

(c) The School shall promptly review each invoice received from the Teacher to ensure its conformance with such information on the services rendered by the Teacher then in the School's possession and shall, based on such review, instruct the District whether or not it should pay all, a portion, or none of the amount shown thereon. The District shall make payment with respect to each invoice per the instructions of the School within thirty (30) days of its receipt of such instructions.

(d) Provided that it makes payment within the time set forth in paragraph (c) and in accordance with instructions received from the School, the District shall bear no responsibility and shall not be liable to the School or the Teacher for the timeliness or accuracy of any payment or the manner in which any payment is made.

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(b) The District shall conduct all background and other checks and all other inquiries and ensure the completion and submission of all such information and forms as may be required in connection with the Teacher's performance of the tutoring services contemplated hereunder. The Teacher shall cooperate with all such checks and inquiries

and shall prepare and submit all such forms and information as the School may require as a precondition to the performance of services hereunder. The School shall provide copies of the results of all such tests and checks and of all such information and forms to the District or to any State or Federal governmental authority, upon the District's request.

6. No Employment Status. The relationship of the Teacher to the District shall be that of an independent contractor. The Teacher, in accordance with this status as an independent contractor, covenants and agrees that he or she will conduct herself in accordance with this status and that he or she will neither hold himself or herself out as, nor claim to be, an officer or employee of the District by reason thereof, and that he or she will not by reason thereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District, including, but not limited to, Worker's Compensation coverage or retirement membership or credits.

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(b) The District shall keep and maintain all Records for a period of seven (7) years after the termination of this Agreement and shall permit the District and/or the representative of any Federal or State regulatory authority of competent jurisdiction to examine, copy, and make extracts of the same at the School's business office at mutually convenient times.

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employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

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(a) The Teacher shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the Teacher, his or her agents, or anyone else under his or her control in performing his or her obligations under this Agreement.

(b) The School shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the School or any of its officers, agents, board of education members, employees, or representatives, or anyone else under the School's control in performing its obligations under this Agreement.

(c) The respective obligations of the School and the Teacher set forth in this Section shall survive the termination of this Agreement for any reason.

11. Limitation of Liability. The District shall bear no liability to the School, the Teacher, or any other person under this Agreement, except in the event of a material violation by it of the terms of this Agreement or to the extent such responsibility or liability shall be allocated to it by applicable Law. The aggregate amount of liability of the District to the School and the Teacher under this Agreement shall be limited to the amount due and payable to the Teacher for services provided hereunder pursuant to Section 4, to the extent not already paid by the District.

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additional insureds on any such policy of insurance, with a right to thirty (30) days' advance written notice of any termination, expiration, or modification of coverage. Nothing in this Section or elsewhere in this Agreement shall be construed as limiting the Teacher's liability hereunder to the extent of available insurance.

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16. Notices. All notices, requests, demands, elections, and other communications which any party to this Agreement may be required or permitted to give hereunder (each a "*Notice*") shall be in writing and shall be deemed to have been duly given if given by personal delivery, mailing the same by certified mail, return receipt requested, or delivery by overnight courier to the party to whom the same is so given or made. Such notice, request, demand, waiver, election or other communication will be deemed to have been given as of the date received by the addressee. Any notice may be given by a party's attorney. All such Notices shall be made to a party at its address first set forth above or to such other address as such party shall have specified by Notice given in accordance with this Section.

17. Merger Clause. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, or understandings, whether oral or written, between the parties with respect to such subject matter.

18. Interpretation. The section headings used in this Agreement are for convenience of reference only and are not intended to have any effect on the substance or interpretation of this Agreement.

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(b) Any waiver, to be effective, must be in writing and signed by the waiving party. A waiver or failure to insist upon the enforcement of any provision hereof in any one instance shall not be construed as a waiver of any other provision in the same instance or of the same provision in any other instance.

20. Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of New York, determined without regard for conflict of laws principles, and, to the extent they preempt state law, the laws of the United States of America. The courts of the State of New York shall have exclusive jurisdiction over any dispute between the parties hereto under or in any way pertaining to this Agreement or the subject matter hereof. The parties hereto hereby waive all objections to the jurisdiction of and to venue being laid in such courts.

21. Severability. In the event that any provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be deemed without effect to the extent so determined, without affecting the validity, enforceability, or legality of any other provision of this Agreement.

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HORSEHEADS CENTRAL SCHOOL DISTRICT  
("District")

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By: Brian Lynch  
Its: Board of Education President

HORSEHEADS CHRISTIAN SCHOOL  
("School")

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By: James Kane  
Its: Administrator

TEACHER

---

Name: Sheryl Morgan

## TUTORING AGREEMENT

This TUTORING AGREEMENT is made and entered into as of this 28 day of August, 2014 by and among the HORSEHEADS CENTRAL SCHOOL DISTRICT, a public school district having an address at One Raider Lane, Horseheads, New York 14845 (“*District*”), ST. MARY OUR MOTHER, a private school having an address at 811 West Lake Street, Horseheads, New York 14845 (“*School*”), and Ms. Kelley Panosian, an individual residing at 73 Morningside Drive, Elmira, NY 14905 (“*Teacher*”).

WHEREAS, the District is the recipient of State and/or Federal monies which have been designated to fund the provision of tutoring services to one or more at-risk students within the District attending classes at the School; and

WHEREAS, the District and the School have collaboratively identified the Teacher as an individual able to provide tutoring services to students identified or to be identified by the School as being in need of such services; and

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(b) No more frequently than monthly, the Teacher shall prepare two invoices, in such form and substance as the District may require from time to time, evidencing the amount of services provided by the Teacher pursuant to this Agreement for the service period immediately preceding the date of such invoices and setting forth the amount due therefor, calculated at the hourly rate set forth above. The Teacher shall deliver one invoice to each of the School and District.

(c) The School shall promptly review each invoice received from the Teacher to ensure its conformance with such information on the services rendered by the Teacher then in the School's possession and shall, based on such review, instruct the District whether or not it should pay all, a portion, or none of the amount shown thereon. The District shall make payment with respect to each invoice per the instructions of the School within thirty (30) days of its receipt of such instructions.

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(b) The District shall conduct all background and other checks and all other inquiries and ensure the completion and submission of all such information and forms as may be required in connection with the Teacher's performance of the tutoring services contemplated hereunder. The Teacher shall cooperate with all such checks and inquiries



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6. No Employment Status. The relationship of the Teacher to the District shall be that of an independent contractor. The Teacher, in accordance with this status as an independent contractor, covenants and agrees that he or she will conduct herself in accordance with this status and that he or she will neither hold himself or herself out as, nor claim to be, an officer or employee of the District by reason thereof, and that he or she will not by reason thereof make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District, including, but not limited to, Worker's Compensation coverage or retirement membership or credits.

7. Compliance with Applicable Law. In the course of providing services and performing his or her other obligations under this Agreement, the Teacher shall fully comply with all federal, State, and local statutes, rules, and regulations and the orders of governmental authorities of competent jurisdiction (each a "**Law**") in the performance of his or her obligations hereunder. The Teacher shall further cooperate and comply with any reasonable request made by the District or the School for the purpose of ensuring compliance with the requirements of applicable Law.

8. Records.

(a) The Teacher shall create and maintain books, records, documents, and other information ("**Records**") properly reflecting all tutoring services provided hereunder and shall further create and maintain such Records relating to such services as the District or the School may request from time to time. All Records shall be in such form and contain such substance as the District or the School may require. Upon the termination of this Agreement for any reason, the Teacher shall promptly deliver all Records created and/or maintained pursuant to this Agreement to the District.

(b) The District shall keep and maintain all Records for a period of seven (7) years after the termination of this Agreement and shall permit the District and/or the representative of any Federal or State regulatory authority of competent jurisdiction to examine, copy, and make extracts of the same at the School's business office at mutually convenient times.

(c) The Teacher shall keep and maintain all Records confidential in compliance with applicable State and Federal information privacy laws, including, without limitation, the Family Educational Rights and Privacy Act.

9. Nonappropriation. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement and no liability on account thereof shall be incurred by the District beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public

employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this Agreement.

10. Indemnification.

(a) The Teacher shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the Teacher, his or her agents, or anyone else under his or her control in performing his or her obligations under this Agreement.

(b) The School shall defend, indemnify, and hold harmless the District, its board members, officers, employees, agents, and representatives, against all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of any act or omission of the School or any of its officers, agents, board of education members, employees, or representatives, or anyone else under the School's control in performing its obligations under this Agreement.

(c) The respective obligations of the School and the Teacher set forth in this Section shall survive the termination of this Agreement for any reason.

11. Limitation of Liability. The District shall bear no liability to the School, the Teacher, or any other person under this Agreement, except in the event of a material violation by it of the terms of this Agreement or to the extent such responsibility or liability shall be allocated to it by applicable Law. The aggregate amount of liability of the District to the School and the Teacher under this Agreement shall be limited to the amount due and payable to the Teacher for services provided hereunder pursuant to Section 4, to the extent not already paid by the District.

12. Termination. This Agreement may be terminated by any party at any time upon thirty (30) days' prior written notice to the other parties. In the event of a material breach of this Agreement by the Teacher or by the School, the District may terminate this Agreement immediately upon written notice to the other parties.

13. No Third Party Beneficiaries. This Agreement is not intended to confer any right, remedy, or benefit upon any person other than the District, the School, and the Teacher and their respective successors and assigns.

14. Insurance. The Teacher shall obtain and maintain, throughout the term of this Agreement, automobile and other liability insurance coverages of such types and in such amounts as the School or the District may require from time to time. For any policy of insurance so required, the Teacher shall provide, upon request, certificates of insurance and such other evidence of insurance as the School or the District may require. The School and the District may require that the Teacher name one or both of them as

additional insureds on any such policy of insurance, with a right to thirty (30) days' advance written notice of any termination, expiration, or modification of coverage. Nothing in this Section or elsewhere in this Agreement shall be construed as limiting the Teacher's liability hereunder to the extent of available insurance.

15. Assignment. Neither party hereto may assign or otherwise convey any or all of its obligations under this Agreement without the prior written consent of the other party. Any assignment or conveyance or attempted assignment or conveyance in violation of the terms of this Section shall be void *ab initio*.

16. Notices. All notices, requests, demands, elections, and other communications which any party to this Agreement may be required or permitted to give hereunder (each a "*Notice*") shall be in writing and shall be deemed to have been duly given if given by personal delivery, mailing the same by certified mail, return receipt requested, or delivery by overnight courier to the party to whom the same is so given or made. Such notice, request, demand, waiver, election or other communication will be deemed to have been given as of the date received by the addressee. Any notice may be given by a party's attorney. All such Notices shall be made to a party at its address first set forth above or to such other address as such party shall have specified by Notice given in accordance with this Section.

17. Merger Clause. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, or understandings, whether oral or written, between the parties with respect to such subject matter.

18. Interpretation. The section headings used in this Agreement are for convenience of reference only and are not intended to have any effect on the substance or interpretation of this Agreement.

19. Amendments and Waivers.

(a) This Agreement may be modified only by written instrument, executed by each of the parties hereto; *provided, however*, that the District and the School may, without the consent of the Teacher, increase or decrease the limit on compensation payable by the District to the Teacher hereunder. The School shall provide the Teacher with prompt notice of any decrease in the aforementioned limit, but the District shall have no obligation to make any payment to the Teacher in excess of any decreased limit, regardless of whether such notice has been provided.

(b) Any waiver, to be effective, must be in writing and signed by the waiving party. A waiver or failure to insist upon the enforcement of any provision hereof in any one instance shall not be construed as a waiver of any other provision in the same instance or of the same provision in any other instance.

20. Governing Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of New York, determined without regard for conflict of laws principles, and, to the extent they preempt state law, the laws of the United States of America. The courts of the State of New York shall have exclusive jurisdiction over any dispute between the parties hereto under or in any way pertaining to this Agreement or the subject matter hereof. The parties hereto hereby waive all objections to the jurisdiction of and to venue being laid in such courts.

21. Severability. In the event that any provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be deemed without effect to the extent so determined, without affecting the validity, enforceability, or legality of any other provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement or caused this Agreement to be executed by its duly authorized representative as of the date first set forth above.

HORSEHEADS CENTRAL SCHOOL DISTRICT  
("District")

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By: Brian Lynch  
Its: Board of Education President

ST. MARY OUR MOTHER  
("School")

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By: Marilyn Zinn  
Its: Administrator

TEACHER

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Name: Kelley Panosian