**June 1, 2012**

**AGREEMENT BY AND BETWEEN**

**THE EDINBURG COMMON SCHOOL DISTRICT**

**AND**

**BROADALBIN/PERTH CENTRAL SCHOOL DISTRICT**

WHEREAS, the Edinburg Common School District (hereinafter “ECS”), and the Broadalbin/Perth Central School District (hereinafter as “B/P”), are both public school districts operating under the laws of the State of New York; and

WHEREAS, both ECS and B/P have art programs; and

WHEREAS, ECS is in need of a part-time art teacher; and

WHEREAS, both ECS and B/P believe that there could be a mutual benefit to creating a relationship between the districts to enable B/P art teacher to provide shared services with ECS.

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 6, 2012 through June 30, 2013 in accordance with the terms hereof.
2. Services – B/P shall schedule its art teacher, Jonathan Aery to provide direct teaching services to ECS for one (1) full day per week during the 2012-2013 school year. The parties shall work out schedules that will mutually benefit both districts.
3. Payment – In return for the services described herein, ECS shall pay to B/P Mr. Aery’s salary in the amount of Sixteen thousand five-hundred dollars ($16,500). B/P shall invoice ECS on a monthly basis or as agreed to by the parties. Such invoices shall be paid by ECS within thirty (30) calendar days.
4. Employer and Employee Relationship – It is agreed between the parties that Mr. Aery shall be a full-time employee of B/P, and shall not have an employer-employee relationship with ECS during the term of this agreement. Mr. Aery shall receive all salary, benefits, and other compensation from B/P. Mr. Aery is not entitled to any benefit plan afforded to the employees of ECS, workers compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of ECS.
5. 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.
6. Renewal – This agreement may be renewed on a yearly basis upon the mutual agreement of the parties.
7. Indemnification – ECS shall defend , indemnify and save harmless B/P 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 ECS, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims , damages, losses and expenses. B/P shall defend, indemnify and save harmless ECS, 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 B/P, its officials, employees, volunteers or agents to the extent of its or responsibility for such claims , damages, losses and expenses.

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1. 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 formalities accorded this basic Agreement.

FOR EDINBURG COMMON SCHOOL FOR BROADALBIN/PERTH CENTRAL SCHOOL

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Randy W. Teetz, Superintendent Stephen Tomlinson, Superintendent