

AGREEMENT made this 2nd day of July 2024, by and between:

THE ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT, a Municipal corporation with offices at 2083 College Avenue, Elmira Heights, New York 14903, hereinafter referred to as "School"

and

MARC IMMERMANN, M.D., of 23 Halderman Hollow Road, Elmira, New York 14903 hereinafter referred to as "Doctor"

WHEREAS:

School wishes to retain the Doctor as Director of School Health Services for and during the 2024-2025 School year; and

The parties hereto have negotiated terms and conditions of said employment;

NOW, THEREFORE, the parties to this Agreement herewith agree as follows:

- 1) School herewith hires Doctor, a duly licensed medical doctor under the laws of the State of New York, as "Director of School Health Services" for the 2024-2025 School year.
- 2) Doctor shall be an independent contractor and shall be paid the sum of thirty-three thousand, seven hundred five and 42/100 Dollars (\$33,705.42) for services rendered during the school year.
- 3) The duties to be performed during the School year shall include, but not be limited to the following:
  - A. Perform professional medical services in the examination and care of School students.
  - B. Supervise routine examination of School children to detect the presence of contagious diseases and physical defects.
  - C. Serve as an on call member of the Committee on Special Education.
  - D. Report to the Board of Directors on School health services.
  - E. Coordinate scheduling for physical examinations to all students participating in interscholastic athletics.
  - F. Develop a program of health service in accordance with policies approved by the Board of Education and as directed by the Superintendent of Schools. Further shall consult with the Board of Education and Superintendent of Schools in development of such policies.
  - G. Conduct physical exams for all bus drivers and substitutes annually (prior to employment).
  - H. Conduct physical exams for all new employees (instructional and non-instructional).
  - I. Conduct a medical evaluation of any employees at the request of the Board of Directors.
- 4) This contract may be extended upon the mutual consent of both parties in writing.
- 5) "Doctor" agrees to maintain all necessary licensures, as well as professional malpractice insurance acceptable to the District for the duration of this agreement.
- 6) Any amendment or change to this Agreement must be in writing executed by both parties and annexed to this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have herewith set their hands the day and year first above written.

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Elmira Heights Central School District

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Marc Immerman, M.D.