

**EMPLOYMENT AGREEMENT FOR
INTERIM SUPERINTENDENT OF SCHOOLS BETWEEN
THE BOARD OF EDUCATION OF THE
VICTOR CENTRAL SCHOOL DISTRICT
AND
MR. DENNIS D. FORD**

This Employment Agreement (hereinafter "Agreement") is made by and between **THE BOARD OF EDUCATION** (hereinafter the "Board") of the **VICTOR CENTRAL SCHOOL DISTRICT**, 953 High Street, Victor, New York (hereinafter "the District"), and **MR. DENNIS D. FORD**, residing at 8984 Stonebriar Drive, Clarence Center, New York (hereinafter "Mr. Ford" or the "Interim Superintendent").

RECITALS

WHEREAS, the Board wishes to employ a qualified administrator as Interim Superintendent to serve as the District's chief school officer during the period specified herein so as to assist in the efficient operation of the District while the Board begins its process of searching for and retaining a new Superintendent of Schools.

WHEREAS, the Board has offered to employ Mr. Ford as Interim Superintendent of the District's schools.

WHEREAS, Mr. Ford has accepted the Board's offer of employment as Interim Superintendent.

NOW, THEREFORE, the Board and Mr. Ford desire to enter into this Agreement to establish the terms of Mr. Ford's employment by the Board, and hereby agree as follows:

1. Employment.

The Board hereby appoints and employs Mr. Ford, beginning July 18, 2019, as the District's "Interim Superintendent" (hereinafter referenced solely as the position of "Interim Superintendent") upon the terms and conditions contained in this Agreement. Mr. Ford hereby accepts such employment and agrees to perform, to the best of his ability, the duties of such position, upon the terms of this Agreement.

2. Term of Appointment and Employment.

A. The Interim Superintendent's services shall be on a per diem basis during the period commencing on July 18, 2019, and shall terminate on February 28, 2020, unless further extended or sooner terminated upon the Board's selection and appointment of a new superintendent or the Board's determination to address any other form of leadership for the District, whichever comes first.

B. The parties may, by mutual agreement, extend the term of the Interim Superintendent's employment. The Board agrees that if it wishes to seek an extension of the term of this Agreement with the Interim Superintendent, it shall notify the Interim Superintendent of its intent no later than January 31, 2020. Any extension of the term of the Interim Superintendent's employment shall be upon such terms and conditions as are mutually agreed upon and shall be in the form of an amendment to this Agreement.

3. Interim Superintendent's Duties and Responsibilities.

The Interim Superintendent shall be the chief administrative officer of the District and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Board of Regents or

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Commissioner of Education. The Interim Superintendent also shall perform such other duties and responsibilities as the Board may legally authorize or direct.

The Interim Superintendent shall be entitled to attend and participate in all Board meetings and Executive Sessions of said meetings, except for those Executive Sessions, or portions thereof, which relate to Board deliberations concerning the Interim Superintendent's actions or inactions relating to threatened or potential litigation, or those deliberations relating to evaluation of the Interim Superintendent's performance and/or salary adjustments for the Interim Superintendent.

The parties recognize that in order to further the efficient operation of the District, it is important to maintain direct lines of communication between the Board and the Interim Superintendent, and the Board recognizes the importance of using such process to communicate concerns related to the Interim Superintendent's performance. Accordingly, the Board shall promptly and discreetly communicate complaints or concerns, from any and all sources, about the Interim Superintendent's performance, with the Interim Superintendent, in writing. Similarly, individual Board members are strongly encouraged to promptly and discreetly communicate their own complaints or concerns pertaining to the Interim Superintendent's performance (as well as any such complaints or concerns shared with them by others), with the Interim Superintendent, in writing, with a copy to the full Board of Education.

4. Certification.

As a condition of employment, the Interim Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District, and shall file proof of such certification with the District Clerk prior to commencing upon the duties of Interim Superintendent.

5. Cooperation with Distinguished Educator.

The Interim Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of New York Education Law.

6. Compensation.

The Interim Superintendent's compensation shall be on a per diem basis of Eight Hundred Fifty Dollars (\$850) per day of service during the period of appointment. Such per diem rate shall be inclusive of (i.e., no additional compensation will be provided for) daily travel expenses for the Interim Superintendent to and from the District and his residence. However, it is understood and agreed that services to the District shall include the Interim Superintendent's attendance at and participation in professional development activities as well as conferences and seminars at the local and state levels relating to administration of school districts as approved by the Board, which shall be paid or reimbursed in accordance with paragraph 8 of this agreement.

7. Waiver of Other Benefits.

A. Insurance. The Interim Superintendent hereby waives his right to participation in the health insurance and other insurance related plans offered to District employees.

B. Other Leave Time. Because the Interim Superintendent is employed on a per diem basis for services rendered, he acknowledges that he shall not receive paid personal leave, vacation leave, holiday pay or other such paid leaves allowed to salaried employees of the District, with the exception that the Interim Superintendent shall be permitted to take one (1) day of paid leave, as needed, during each calendar month during the term of this Agreement, at the per diem rate of compensation set forth in Paragraph 6.

8. Expense Reimbursement.

The District shall pay or reimburse the Interim Superintendent for reasonable and necessary expenses (including mileage reimbursements at the applicable IRS rate for District-related travel other than travel noted in paragraph numbered 6 above) approved by the Board and incurred by the Interim Superintendent in the continuing performance of his duties under this Agreement, as permitted by state law, and as approved by the District in the annual budget. The Board will pay or reimburse the Interim Superintendent for all such reasonable expenses upon presentation, from time to time, of an itemized account of such expenditures.

9. Indemnification.

The Board agrees to provide legal counsel and to indemnify the Interim Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct (excluding willful misconduct) resulting in bodily or other injury to any person or damage to the property of any person committed while the Interim Superintendent is Interim within the scope of his employment or at the direction of the Board ("Claim"), provided that the Interim Superintendent delivers a copy of the notice of claim, summons, complaint or other document asserting the Claim to the District Clerk within ten (10) days of the actual receipt of such document by the Interim Superintendent.

10. Other Work.

The Interim Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement and shall not undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities for others without the prior consent of the Board.

11. Termination.

This Agreement may be terminated at any time by written agreement between the Board and the Interim Superintendent. This Agreement may also be terminated prior to its expiration by the resignation of the Interim Superintendent, submitted in writing to the Board upon fifteen (15) days' notice, or by the Board of Education, upon fifteen (15) days' notice to the Interim Superintendent.

12. Residence.

The Interim Superintendent shall not be required to reside within the District during the term of this Agreement.

13. Notice.

Unless otherwise specified, all notices given under this Agreement shall be given in writing delivered as follows:

- A. To the Interim Superintendent: Personally or by certified mail, return receipt requested, addressed to his residence on file with the District;
- B. To the Board: To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to his residence on file with the District, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested.
- C. When Effective: Notice given by mail shall be deemed given three (3) days after mailing (not counting the day mailed) regardless of date of actual receipt. Notice may be signed by the Interim Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

14. Severability.

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

15. Miscellaneous.

A. Savings Clause: If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

B. Full Force: This Agreement shall remain in full force and effect for the term noted herein and may not be otherwise terminated, modified or extended unless by an agreement, in writing, between the parties.

C. Headings: The paragraph headings contained in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

D. Waiver: In the event any term or condition of this Agreement should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

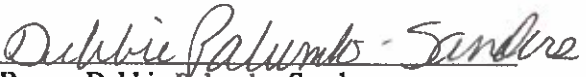
E. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal of the District as of the dates set forth below.


Execution Copy

**BOARD OF EDUCATION OF THE
VICTOR CENTRAL SCHOOL DISTRICT**

Date: June 13, 2019


By: Debbie Palumbo-Sanders
Board President

Date: June 7, 2019


By: Mr. Dennis D. Ford
Interim Superintendent