

FIRE ISLAND UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION

Special Meeting Agenda
June 21, 2022
4:30 p.m.

*In accordance with Executive Order 11.7, this meeting will be held virtually via Zoom
Meeting ID: 941 1751 5660; Passcode: fisdboe*

Call to Order

Pledge of Allegiance

- ITEM 1 Approval of Warrants
- ITEM 2 2022-2023 Appointment – Superintendent of Schools
- ITEM 3 Adjournment

	A	B	C	D	E	F
1	General Fund Warrant 6/24/2022					
2	<u>Vendor</u>	<u>Description</u>	<u>P.O. #</u>	<u>Invoice Amount</u>	<u>Vendor Total</u>	<u>Check Number</u>
3						
4	ASCD		5434	221.60	\$221.60	1217
5						
6	Atlantis Marine World		5418	434.00	\$434.00	1218
7						
8	BARNWELL HOUSE OF TIRES		5014	961.56	\$961.56	1219
9						
10	Bay Princess Charters, Inc		5410	2,400.00	\$2,400.00	1220
11						
12	Benetech, Inc.		5013	72.50	\$72.50	1221
13						
14	David A. Levenson		5070	411.18	\$411.18	1222
15						
16	EASTERN SUFFOLK BOCES		5334	107.00		
17	EASTERN SUFFOLK BOCES		5112	24,180.77	\$24,287.77	1223
18						
19	FIRE ISLAND BOTTLE GAS CORP.		5021	2,376.60	\$2,376.60	1224
20						
21	GABRIELLE DONOVAN		5420	55.40	\$55.40	1225
22						
23	GALAXIE COFFEE SERVICE		5023	154.75	\$154.75	1226
24						
25	GRAINGER		5438	91.53	\$91.53	1227
26						
27	HERFF JONES, INC		5324	25.06	\$25.06	1228
28						
29	Hopkins Audiometer LLC		5389	235.00	\$235.00	1229
30						
31	I. JANVEY AND SONS, INC.		5430	625.85	\$625.85	1230
32						
33	James W. Ferguson		5274	2,000.00	\$2,000.00	1231
34						
35	John Muratori, M.D.		5125	2,000.00	\$2,000.00	1232
36						
37	KING KULLEN GROCERY CO., INC.		5025	232.49	\$232.49	1233
38						
39	LLN Consulting Group		5109	4,860.00	\$4,860.00	1234
40						
41	Loyola Press		5085	35.93	\$35.93	1235
42						
43	Old Country Fuel Oil Inc.		5218	993.00	\$993.00	1236
44						
45	Shore Drugs		5442	25.00	\$25.00	1237
46						

	A	B	C	D	E	F
1	General Fund Warrant 6/24/2022					
2	<u>Vendor</u>	<u>Description</u>	<u>P.O. #</u>	<u>Invoice Amount</u>	<u>Vendor Total</u>	<u>Check Number</u>
47	STAPLES Contract & Commercial		5062	329.35		
48	STAPLES Contract & Commercial		5062	126.85	\$456.20	1238
49						
50	Stephanie Rogers		5392	910.00	\$910.00	1239
51						
52	Syntax Communications		5405	455.00	\$455.00	1240
53						
54	Windstream Communications, Inc		5067	00.33	\$0.33	1241
55	Total General Fund Warrant			\$44,320.75	\$44,320.75	
56						
57	Capital Projects Warrant					
58						
59	Savin Enineering	Construction Payment		\$3,111.00	\$3,111.00	1011
60	Total Capital Fund Warrant			\$3,111.00	\$3,111.00	
61						
62		Total 6/24/22 Warrant		\$47,431.75	\$47,431.75	
63						

FIRE ISLAND UFSD

Check Warrant Report For A - 25: Cash Disbursement 6/24/22 For Dates 6/1/2022 - 6/30/2022



Check #	Check Date	Vendor ID	Vendor Name	PO Number	Check Amount
1011	06/21/2022	3988	Savin Engineers, P.C.		3,111.00
1217	06/21/2022	2443	ASCD	5434	221.60
1218	06/21/2022	3796	Atlantis Marine World	5418	434.00
1219	06/21/2022	1029	BARNWELL HOUSE OF TIRES	5014	961.56
1220	06/21/2022	3910	Bay Princess Charters, Inc	5410	2,400.00
1221	06/21/2022	3832	Benetech, Inc.	5013	72.50
1222	06/21/2022	3282	David A. Levenson	5070	411.18
1223	06/21/2022	1835	EASTERN SUFFOLK BOCES	*See Detail Report	24,287.77
1224	06/21/2022	1115	FIRE ISLAND BOTTLE GAS CORP.	5021	2,376.60
1225	06/21/2022	1356	GABRIELLE DONOVAN	5420	55.40
1226	06/21/2022	1245	GALAXIE COFFEE SERVICE	5023	154.75
1227	06/21/2022	1718	GRAINGER	5438	91.53
1228	06/21/2022	1031	HERFF JONES, INC	5324	25.06
1229	06/21/2022	3943	Hopkins Audiometer LLC	5389	235.00
1230	06/21/2022	1023	I. JANVEY AND SONS, INC.	5430	625.85
1231	06/21/2022	3981	James W. Ferguson	5274	2,000.00
1232	06/21/2022	3147	John Muratori, M.D.	5125	2,000.00
1233	06/21/2022	1020	KING KULLEN GROCERY CO., INC.	5025	232.49
1234	06/21/2022	3963	LLN Consulting Group	5109	4,860.00
1235	06/21/2022	3013	Loyola Press	5085	35.93
1236	06/21/2022	3977	Old Country Fuel Oil Inc.	5218	993.00
1237	06/21/2022	3050	Shore Drugs	5442	25.00
1238	06/21/2022	2456	STAPLES Contract & Commercial	5062	456.20
1239	06/21/2022	2913	Stephanie Rogers	5392	910.00
1240	06/21/2022	3103	Syntax Communications	5405	455.00
1241	06/21/2022	3814	Windstream Communications, Inc	5067	0.33
Number of Transactions: 26				Warrant Total:	47,431.75
				Vendor Portion:	47,431.75

*See Detail Report denotes that multiple purchase orders are referenced on this check. Run the Detail report to view the purchase order information

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, _____ in number, in the total amount of \$ _____. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

Date

Signature

Title

EMPLOYMENT AGREEMENT
BY AND BETWEEN
FIRE ISLAND SCHOOL DISTRICT
AND
MR. TRAVIS DAVEY

AGREEMENT, made this ___ day of June, 2022, by and between THE BOARD OF EDUCATION OF THE FIRE ISLAND SCHOOL DISTRICT, Town of Islip and Brookhaven, Ocean Beach, New York (the "Board" or "District"), New York, (hereinafter, the "Board") and TRAVIS DAVEY (hereinafter, the "Superintendent/Principal").

WHEREAS, the District is desirous of employing Mr. Davey as the Superintendent/Principal of the District in accordance with the terms and conditions under this negotiated contract; and

WHEREAS, the Superintendent/Principal is duly qualified and licensed under the laws of the State of New York and Rules and Regulations of the Commissioner of Education, to act in the capacity for which he is being employed, namely as Superintendent/Principal; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent/Principal's employment by the District.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, and of this good and valuable consideration, it is hereby agreed as follows:

ARTICLE I
TERM OF EMPLOYMENT AND WORK YEAR

1. The Superintendent/Principal's term of employment shall be for 3 years, commencing on August 1, 2022 and terminating on July 31, 2025, unless further extended or sooner terminated as hereinafter provided. The provisions of the Agreement shall not be construed as a guarantee of employment for the entire period of August 1, 2022 through July 31, 2025.
2. The Superintendent/Principal's work year shall be 12 months, from July 1 to June 30.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT/PRINCIPAL AND BOARD

1. The Superintendent/Principal shall be the chief executive officer of the School District and as such, shall be responsible for the administration of the schools under the direction of the Board; he shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law

or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, policies, rules and regulations.

2. During the term of this agreement, the Superintendent/Principal shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools/Principal of the District as the same are set forth in Section 1711 of the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, policies, rules, and/or regulations.

3. Without limiting the foregoing, the Superintendent/Principal shall have the specific authority, right and responsibility to:

- a. organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which in the Superintendent/Principal's judgment best serves the District;
- b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;
- c. supervise, direct and evaluate associate, assistant and other, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District;
- d. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;
- e. with respect to their relationships to one another and the determination of their respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York; and,
- f. Consistent with and pursuant to Education Law §211-B (5) (a) the Superintendent/Principal shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

4. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent/Principal. Due to the unique nature of the District and the Superintendent/Principal being in effect the sole administrator, the Superintendent/Principal shall perform all duties generally expected of the administrative staff of a District, not inconsistent with his role as Superintendent/Principal as set forth herein. Provided, however that the Board shall not, without the Superintendent/Principal's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above.

5. During the term of this agreement, the Superintendent/Principal shall devote his full time, skills, labor and attention to the performance and discharge of his duties and responsibilities. With reasonable advanced notice to the Board of Education and approval by the President of the Board of Education, the Superintendent/Principal may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not materially affect the performance and/or discharge of the Superintendent/Principal's duties and/or responsibilities under this agreement. The Superintendent recognizes his duties as sole administrator and acknowledges that his physical presence at the school during business hours and school-related events is of extreme importance for the proper administration and function of the District.

6. The Superintendent/Principal represents that he will, throughout the term of this Agreement, hold a valid certificate to act as a Superintendent of Schools/Principal in the State of New York and that proof of such certification will be furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the Superintendent/Principal without resort to the termination procedures set forth herein

7. The Superintendent/Principal shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent/Principal from any portion of a meeting during which they are discussing his performance or salary.

8. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent/Principal for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments called to its attention. It is understood that no member of the Board should act individually in such matters without concurrence of the Board majority or referral of such matters to the Superintendent/Principal for study and recommendation.

ARTICLE III COMPENSATION

1. The Superintendent/Principal's annual salary for the period commencing August 1, 2022, and terminating on July 31, 2025, shall be Two Hundred and Ten Thousand Dollars (\$210,000.00)). Said salary shall be paid bi-weekly.

2. The Superintendent/Principal's salary for each subsequent school year shall be set by the Board on or before June 30 of each respective year. Salary increases for the subsequent school year will be added to the prior year's base salary, to be agreed upon by the Superintendent/Principal and Board of Education. This discussion shall take place prior to May 1 of each year, and salary changes will take effect as of August 1 of each year. The Parties agree that the Superintendent/Principal's salary in any subsequent year shall not be less than the previous year's salary.

3. All compensation, less deductions required by law or authorized by the Superintendent/Principal, shall be paid in equal installments in the same manner as salary is paid to other certified employees of the District or as may be mutually agreed to by the parties.

4. Longevity Pay:

The Superintendent/Principal shall be entitled to an annual longevity payment, to be added to his base salary and calculated as follows: Daily Rate x 10. The longevity payment will be paid in biweekly installments.

ARTICLE IV ANNUAL GOALS, OBJECTIVES AND EVALUATION

1. The parties shall meet annually, but no later than May 1st of the preceding school year, to mutually establish District goals and objectives for the ensuing school year. Said goals and objectives shall be in writing and shall be among the criteria by which the Superintendent/Principal is evaluated as hereinafter provided. Notwithstanding, if agreement cannot be reached on certain goals and objectives, the Board shall have final decision as to such goals and objectives.

2. The Board may, at its sole discretion, conduct a mid-year assessment of the Superintendent/Principal's progress towards achieving the goals and objectives on or before January 31st. If a mid-year assessment is conducted, the Superintendent/Principal will be notified, in writing, of any changes or modifications which the Board would like and the Superintendent/Principal shall concentrate on those areas.

3. The Board shall conduct an annual evaluation of the performance of the Superintendent/Principal during each year of this Agreement and shall provide the Superintendent/Principal with a written evaluation to be discussed in an executive session of the Board, no later than July 31st. The Board shall base its evaluation upon the Superintendent/Principal's performance and progress towards the goals and objectives established by the Superintendent/Principal and the Board as set forth above, as well as on the general performance of the Superintendent/Principal in carrying out his required duties and responsibilities. The form of the written evaluation shall be mutually agreed upon between the parties. The Superintendent/Principal shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation.

4. The Board may use a mid-year assessment, if completed in that year, and the end of the year evaluation to inform the Superintendent/Principal of any concerns it may have or any concerns it has received from others. The Board shall inform the Superintendent/Principal of any complaints or concerns on an on-going basis as they occur.

5. Any assessment or performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members unless otherwise required by law.

ARTICLE V BENEFITS

1. Sick Leave:

a. On August 1st of each school year, the Superintendent/Principal shall be credited with thirteen (13) days of paid sick leave per school year. Sick leave may be used for illness or injury to the Superintendent/Principal or a member of his immediate family. Immediate family shall be defined as spouse, children, parents, grandparents or siblings.

b. Unused sick leave days may be accumulated by the Superintendent/Principal from year to year, if unused, up to a maximum of 180 days.

c. If the Superintendent/Principal retires from the District, he shall be credited with the value of any sick leave days that are unused and accumulated at the rate of 1/240th of his then current annual salary.

2. Bereavement Leave:

a. The Superintendent/Principal shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent/Principal's household.

b. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

3. Personal Leave:

Four (4) personal leave days. No reason need be given when applying for personal leave days except that reasonable notice should be given, excluding emergencies. Personal leave requests will not be authorized immediately prior to or immediately after holidays, vacation periods or long weekends unless approved by the Board upon presentation or justification. If any personal leave days are not taken by the Superintendent/Principal, such days shall be added to accumulated sick days.

4. Vacation Leave:

The Superintendent/Principal shall be required to render 12 months of full and regular service to the District during each annual period covered by this Agreement, except he shall be

entitled to ten (10) days of vacation, exclusive of holidays. Vacation days shall be credited on August 1st of each year. The Superintendent/Principal also shall be entitled to all recess periods and holidays while school is in session as they appear on the school calendar, including July 4th and Labor Day. The Superintendent/Principal shall take such ten (10) days during the months of June, July and August, as long as school is not in session. The Superintendent/Principal may take a portion of his vacation days during the school year provided the Board is notified by the Superintendent/Principal in advance and the Board provides consent (which shall not be unreasonably withheld). The Superintendent/Principal shall present to the Board a schedule of his vacation days, if feasible.

5. Professional Association, Career Development and Community Organizations:

a. The Board shall, for the benefit of the Superintendent/Principal, pay the necessary annual fees for membership in the Association for Supervision of Curriculum and Development ("ASCD"), the New York State Council of School Superintendents (NYSCOSS), the American Association of School Administrators (AASA), and the Islip Town Chief School Administrators Association, during the duration of his employment as Superintendent/Principal. Additionally, with advance prior approval of the Board, the Superintendent/Principal may attend professional conferences at the local, state and national level, with the reasonable and necessary expenses of such conferences paid by the District. The Superintendent/Principal is authorized to incur other reasonable and necessary expenses. Any items requiring the expenditures beyond the budgeted amount shall require prior Board approval.

6. Insurance:

a. The Superintendent/Principal shall be provided with health insurance coverage, for which the District shall contribute 80% of the premium payment, and the Superintendent/Principal shall contribute 20% of the premium payment, for individual or family health coverage under the State of New York Health Insurance Plan. If the Superintendent/Principal does not elect to take the District provided health insurance; the Superintendent/Principal will receive an annual payment in the amount of Eleven Thousand Five-Hundred Eighty-One (\$11,581.00) Dollars, to be paid in one installment, no later than June 30 of each school year. This payment will cease upon the Superintendent/Principal's separation from service.

The District shall have the right to change carriers including but not limited to self-insurance or joining with other districts or public agencies in a cooperative insurance plan as long as the benefits in existence at the time are substantially the same. The Superintendent/Principal shall have the option of joining such a plan or an approved HMO. If the Superintendent/Principal elects HMO coverage which is more costly than the aforementioned plan, the Superintendent/Principal shall pay the difference in premium.

b. The District shall pay 100% of the premium payment for the minimum disability coverage available under the New York State Insurance Fund for the Superintendent/Principal. The District may elect to provide such disability coverage under a separate and different plan, providing that the Superintendent/Principal shall be entitled to only such benefits as hereinafter set forth, without regard to the terms of the policy. During the Superintendent/Principal's term, in the

event of his long-term absence, illness, injury or other disability, the Board of Education shall appoint an Acting Superintendent/Principal who shall temporarily perform the duties of the Superintendent/Principal. The Superintendent/Principal shall continue to receive his full salary and benefits during such time as there is an Acting Superintendent/Principal appointed. In the event of such long-term illness, injury, or disability, the Superintendent/Principal shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request. In the event that by reasons of illness, accident or other cause beyond his control, the Superintendent/Principal shall be incapacitated from rendering the services required for a period of six (6) months beyond the expiration of his accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent/Principal, terminate this Agreement. In such event, the compensation provided for herein shall be paid to the Superintendent/Principal for a period of three (3) months beyond the month in which this Agreement shall have been so terminated.

c. The District shall pay 100% of the premium payment for individual or family coverage under any current District dental plan.

d. After a period of ten (10) years of consecutive full-time service in the District, upon his separation from service for purposes of retirement with the NYS Teachers' Retirement System, the Superintendent/Principal may elect to remain on the medical plan maintained by the District provided:

1. The Superintendent/Principal shall pay 20% of the health insurance premium for individual coverage and the District shall pay the remaining 80%.

2. The Superintendent/Principal shall pay 20% of the health insurance premium for family coverage and the District shall pay the remaining 80%.

3. The Superintendent/Principal shall notify the District of his election to remain on the medical plan at least sixty (60) days before the effective date of his last day of service. If such notification is not given to the District within the required period, then it shall be deemed that the Superintendent/Principal has elected to not remain on the medical plan.

3. The Superintendent/Principal and his spouse, if any, shall be covered under the plan and after the effective date of retirement of the Superintendent/Principal, if the Superintendent/Principal pre-deceases his spouse and/or eligible dependent(s), the surviving spouse/dependents shall be eligible for a continuation of coverage under the District provided health insurance plan, upon notice to the District within thirty (30) days. The surviving spouse and/or eligible dependents shall be responsible for contributing 100% of the premium payment of individual or family coverage.

4. The District shall notify the Superintendent/Principal of his contribution to the plan in writing each year at times convenient to the District but at least annually and if the contribution is not paid within thirty (30) days of such written notification, the

Superintendent/Principal shall not thereafter have any right to continue or rejoin as a member of the plan.

7. Physical Exams:

The Superintendent/Principal agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment by a duly licensed physician of his choice and to file a statement from the examining physician certifying his physical competency to perform his duties with the Clerk of the Board. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education except to Board counsel. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be paid by the District.

8. Mileage Reimbursement and General Business Expenses:

a. The Superintendent/Principal shall receive reimbursement for automobile expenses at the rate provided by the State of New York for employees receiving a mileage allowance to the extent such mileage is incurred in the performance of District business. Mileage to and from the District designated daily parking area is not eligible for reimbursement. The District shall cover the cost of ferry fees and parking fees for those periods in which the District is unable to provide bus transportation on Fire Island for the Superintendent/Principal.

b. The Superintendent/Principal shall also be reimbursed for ordinary and reasonable business expenses incurred in the performance of his duties as Superintendent/Principal.

9. Cell Phone and Computer Device:

The District shall provide the Superintendent/Principal with a laptop or tablet and a cell phone for his use, which shall be the property of the District and shall be returned to the District at the time the Superintendent/Principal leaves the employment of the District. Both are to be used for business related to the School District. However, the Board understands that included within approved use of the laptop and the cell phone is some reasonable and incidental personal use.

10. Life Insurance Policy:

The District will select and pay the premium for a term life insurance policy for the Superintendent/Principal with a face value at least equivalent to his annual salary during the term of this Agreement.

11. Tax Deferred Annuity Plan

The Superintendent/Principal shall at his own contribution, cost and expense have the right to participate in the Fidelity Investments Tax Deferred Annuity Plan, Aetna Life Insurance and Annuity Company or any other tax deferred annuity program of his choice with the approval of the Board of Education.

ARTICLE VI AGREEMENT RENEWALS

1. The Board shall notify the Superintendent/Principal, on or before June 1, 2024, whether it intends to extend his employment for an additional term. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent/Principal to be extended beyond the then current expiration date.
2. Any extension of the term of the Superintendent/Principal's employment shall be evidenced by an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties. In no event shall the benefits provided to the Superintendent/Principal under this agreement and subsequent contract extensions be decreased or eliminated during the term of his employment, without his consent.

ARTICLE VII AGREEMENT TERMINATION

1. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent/Principal and the Board; or by the Superintendent/Principal's written resignation on four (4) months' notice to the President of the Board.
2. The Superintendent/Principal shall notify the Board by July 1, 2024, should he decide not to seek renewal at the expiration of this contract.
3. The Superintendent/Principal's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below except as otherwise provided for in this Agreement.
4. Nothing herein shall constitute a waiver by the District of any of its legal rights in the event the Superintendent/Principal terminates his employment during the term of this contract.
5. Hearing Procedures:
 - a. Charges against the Superintendent/Principal may only be brought by the Board and all such charges shall be in writing. The Superintendent/Principal shall be entitled to a fair hearing on said charges, upon at least thirty (30) days' notice, before an independent hearing officer who shall be an attorney at law. The hearing shall be in executive or public session, at the option of the Superintendent/Principal. The hearing officer may be selected by mutual agreement between the Superintendent/Principal and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent/Principal's receipt of the written charges, a request shall be made to the Public Employment Relations Board, by either party for a list of Arbitrators.

b. The Superintendent/Principal shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel at his own expense and of his choosing, to present, cross-examine and subpoena witnesses, to subpoena documents, papers, letters or other tangible evidence, to have all testimony given under oath, to receive without cost an accurate written transcript of the proceedings; and to receive the hearing officer's written findings of fact and conclusions of law. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.

c. The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. Both the Board and Superintendent/Principal shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction

d. Notwithstanding the above procedure, should the Superintendent/Principal be convicted of or plead guilty to a felony or misdemeanor during the term of his employment, he may be summarily terminated by the Board, after being provided with a certified copy of his Record of Conviction.

ARTICLE IX INDEMNIFICATION AND LEGAL COUNSEL

1. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent/Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent/Principal in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent/Principal was acting within the scope of his employment or under the direction of the Board, including but not limited to all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person.

2. As a condition of receiving such indemnification, the Superintendent/Principal shall, within five days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

3. If in the good faith opinion of both the Board of Education and the Superintendent/Principal, a conflict exists as regards the defense to such claim between the legal position of the Superintendent/Principal and the legal position of the Board, the Superintendent/Principal may be provided separate counsel by the District. In the event the Superintendent/Principal is not satisfied with counsel provided to him by the District, the Superintendent/Principal may retain the services of counsel of his own choosing, at no cost to the District.

**ARTICLE X
MISCELLANEOUS**

1. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.
4. The original of this Agreement shall be filed with the Clerk of the Board of Education.
5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent/Principal.
6. This Agreement is subject to approval by the Board of Education of the District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

By: _____ Date _____
Board President

By: _____ Date _____
Superintendent/Principal