

FINAL 6-17-2025
AGREEMENT OF EMPLOYMENT BETWEEN
JODY MONROE and the
BETHLEHEM CENTRAL SCHOOL DISTRICT

THIS IS A CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 2025, by and between the BETHLEHEM CENTRAL SCHOOL DISTRICT, a municipal corporation having its principal office at 700 Delaware Avenue in the Hamlet of Delmar, Town of Bethlehem, County of Albany and State of New York, acting by and through its Board of Education, hereinafter sometimes referred to as the "DISTRICT" or the "BOARD," and JODY MONROE, residing at Ballston Lake, New York 12019, hereinafter sometimes referred to as the "SUPERINTENDENT," both PARTIES sometimes hereinafter being collectively referred to as the "PARTIES."

RECITALS

WHEREAS, JODY MONROE has been employed as SUPERINTENDENT of Schools of the DISTRICT for several years under a valid and binding employment agreement which has from time to time been amended by mutual agreement of the BOARD and SUPERINTENDENT (hereinafter collectively "Agreement"); and,

WHEREAS, it is the PARTIES' continued belief that a written contract fully specifying the terms and conditions of the SUPERINTENDENT'S employment by the DISTRICT will promote effective communication and true understanding between the PARTIES; and,

WHEREAS, the Board has offered a new employment agreement to the SUPERINTENDENT; and,

WHEREAS, the SUPERINTENDENT has accepted the BOARD'S offer and the terms of employment set forth herein; and,

WHEREAS, the Board, at a meeting duly held on July 1, 2025 passed a resolution extending Jody Monroe's employment and appointment to June 30, 2030, made other changes to her Agreement, and approving this new employment agreement to replace the prior Agreement and any addenda; and,

WHEREAS, the parties wish to enter into a new written Employment Agreement (hereinafter "Agreement") pursuant to the Education Laws of the State of New York setting forth the terms and conditions of said employment and the Board by its resolution authorized the President of the Board to enter into an Agreement with the Superintendent.

WHEREAS, the Parties wish to enter into a new employment agreement for the period July 1, 2025 through June 30, 2030 ("Agreement") with such Agreement superseding, replacing, and otherwise supplanting any/all prior employment agreements and/or

amendments between the Parties; and,

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the PARTIES agree as follows:

1. **TERM:** The term of the SUPERINTENDENT'S employment shall be for the period commencing July 1, 2025 and ending June 30, 2030, unless further extended or sooner terminated as hereinafter provided. The Superintendent's work year shall be 12 months, from July 1 to June 30.

2. **COMPENSATION:**

- a. The SUPERINTENDENT shall be paid pro-rata; in twenty-six (26) bi-weekly installments. The SUPERINTENDENT'S salary for the 2025-2026 school year shall be two hundred and thirty-five thousand, five hundred and fifty-three dollars (\$235,553.00). The Superintendent's salary shall be increased by four percent (4.0%) each year of this Agreement, based on the effective evaluation of the Board of Education. Provided however, the Board of Education may decide, in its discretion, to adjust this increase to a higher amount by Board action. Such additional increase shall be evidenced by a written document approved by the Board. However, in no event shall the Superintendent's base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.
- b. The SUPERINTENDENT shall also be eligible to receive a longevity benefit, to be paid as a Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, subject to the same rules governing a 403(b) plan as set forth in Section 4(d) of this Agreement, equal to a single annual payment of \$2,500 upon completion of five (5) years as Superintendent, and a single annual payment of \$5,000 upon completion of ten (10) years as Superintendent, and a single annual payment of \$7,500 effective July 1, 2028. These payments are not cumulative (e.g. the final sum is a total of \$7,500). For purposes of longevity, the 2015-16 year, in which Ms. Monroe served as Interim Superintendent, shall be considered the first year of Superintendent service. Accordingly, this benefit shall commence in the 2020-21 year. The 403(b) contribution shall be made annually during the month of January.

3. **CERTIFICATION AND DUTIES OF THE SUPERINTENDENT**

- a. The SUPERINTENDENT shall hold a valid certificate issued by the Department of Education of the State of New York to act as a SUPERINTENDENT of Schools 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.

- b. The SUPERINTENDENT shall have charge of the administration of the School DISTRICT under the direction of the BOARD and pursuant to the policies promulgated by said BOARD; she shall be the chief administrative officer of the DISTRICT and 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 including but not limited to Section 1711 or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the BOARD pursuant to such statutes, laws, rules and regulations.
- c. During the term of this agreement, the SUPERINTENDENT shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of SUPERINTENDENT of the DISTRICT as the same are set forth in 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, rules, and/or regulations.
- d. The BOARD may, from time to time, prescribe additional or different duties and responsibilities for the SUPERINTENDENT, provided, however that the BOARD shall not, without the SUPERINTENDENT's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the BOARD are consistent with those normally associated with the position of SUPERINTENDENT of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.
- e. During the term of this Agreement, the SUPERINTENDENT shall devote her full time, skills, labor and attention to the performance and discharge of her duties and responsibilities; provided, however, that the SUPERINTENDENT 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'S duties and/or responsibilities under this Agreement and shall be considered to constitute either personal leave or vacation time.
- f. The SUPERINTENDENT 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 from any portion of a meeting during which they are discussing her performance or salary.
- g. Consistent with and pursuant to Educational Law Section 211-B (5)(a), the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

4. BENEFITS

- a. **Life Insurance:** The DISTRICT shall pay the annual cost of a whole life insurance policy upon the life of the SUPERINTENDENT in the face amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars while employed.
- b. **Health, Dental and Prescription Drug Insurance Plans:** The SUPERINTENDENT shall be eligible to participate in the health insurance, dental insurance and prescription drug plan (except as otherwise provided herein) currently available pursuant to any group health coverage offered through the DISTRICT. The DISTRICT shall bear seventy-five percent (75%) of the cost of the individual health plan coverage for the SUPERINTENDENT and seventy-five percent (75%) of the cost of such coverage for dependents of the SUPERINTENDENT. A \$25 co-pay will be applied to office visits or other services. The SUPERINTENDENT will participate in the CASHIC model plan with either CDPHP or Blue Shield, consistent with the plan designs available to other administrative staff. Prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for Tier 1 drugs, \$25.00 for Tier 2 drugs, \$40.00 for Tier 3 drugs and a "2 co-pay" amount for each of the above categories under the mail order plan.

For dental insurance, the District will contribute 60% of the total premium, and the SUPERINTENDENT will contribute 40%, consistent with the plan designs available to other administrative staff.

If the SUPERINTENDENT retires from the DISTRICT under the New York State Teachers' Retirement System ("NYSTRS"), the DISTRICT shall continue to provide health insurance to her and her spouse under a plan then available pursuant to any group coverage offered through the DISTRICT. Upon the SUPERINTENDENT'S retirement from the DISTRICT, the DISTRICT shall continue to pay the premium cost of an individual plan for the SUPERINTENDENT at ninety percent (90%) and fifty (50%) for spouse coverage. This coverage shall only be available so long as the SUPERINTENDENT remains retired and is receiving a pension under the NYSTRS. If the SUPERINTENDENT shall die while in active service to the DISTRICT or shall pre-decease her spouse in retirement, then her surviving spouse may continue coverage under the DISTRICT's health insurance plan, at his sole expense. Only dependents consisting of a spouse and dependent children the Superintendent has at the time of retirement are eligible for dependent coverage under this provision. The Superintendent shall be afforded the ability to participate in the health (with prescription drug) plans in existence from the School District as such plans may change from time to time during the Superintendent's retirement. This paragraph shall survive the term and be enforceable after the termination of this Agreement.

- c. **Health Insurance Buy-Out:** The Superintendent may choose not to enroll in the health insurance plan and Prescription Medicine Plan of the DISTRICT for the next fiscal year will be compensated, at the rate of \$1,000 for a single plan, \$2,000 for

a two person, domestic partner plan, and \$3,000 for a family plan annually as long as they continue this selection. The health insurance buy-out will be paid out, at the end of each open enrollment period during which the DISTRICT has received the full health insurance savings. If the SUPERINTENDENT must opt into the health insurance program offered by the district, due to a qualifying event during any enrollment period, they will not be eligible to receive any buy-out for that period of the fiscal year. Additionally, the Employee understands and acknowledges that any payment for the health insurance buy-out will be considered as taxable income for the Employee.

If the Superintendent is receiving a health insurance buyout but intends to participate in the DISTRICT'S health insurance plan during retirement the SUPERINTENDENT must notify the DISTRICT in writing of their intention at least one (1) years prior to their retirement in order to receive health insurance, in retirement, from the DISTRICT. If an emergent event occurs, upon the request of the SUPERINTENDENT, the board president reserves the right to approve the waiver of this time requirement for retirement purposes. Such decision by the board president is final and binding with Board of Education approval.

- d. **Retirement Benefits:** In the event the SUPERINTENDENT should retire from employment with the DISTRICT pursuant to the rules and regulations of the New York State Teachers' Retirement System after having completed at least ten (10) years of total service to the DISTRICT, she shall be eligible for an Employers Non-elective contribution for unused sick leave as described in Section (e) below.

- e. **Employer Non-Elective Contribution to 403(b) Plan**

1. **Employer Non-Elective Contribution:** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, if eligible, calculated as follows:

- a) \$250 a day after 12 years of service
- b) Maximum benefit not to exceed \$57,000.

Effective July 1, 2027, the maximum benefit shall be increased to \$67,500 upon qualified retirement.

Effective July 1, 2028, the maximum benefit shall be increased to \$77,500 upon qualified retirement.

Effective July 1, 2029, the maximum benefit shall be increased to \$87,500 upon qualified retirement.

2. **No Cash Option:** The SUPERINTENDENT may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s).
3. **Contribution Limitations:** In any applicable year, the maximum Employer

Contribution shall not cause the SUPERINTENDENT'S 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraphs exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the SUPERINTENDENT. In no instance shall the SUPERINTENDENT have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution.

4. Tier 1 Adjustments: As the SUPERINTENDENT is not a Tier 1 member with membership prior to June 17, 1971, any Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. 403(b) Accounts: This contribution program shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the SUPERINTENDENT and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the PARTIES.
6. IRS Regulations: This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, the 403(b) Provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

PROVIDED FURTHER, that the SUPERINTENDENT must notify the President of the BOARD of Education, or other person acting on behalf of said President, in writing, of her intention to retire at least six (6) months in advance of her retirement date or, if such retirement is to be effective on June 30, such notice must be given no later than the first day of January immediately preceding said June 30th. Any Retirement benefit payable pursuant hereto shall be paid on the first payday following the effective date of retirement, PROVIDED FURTHER HOWEVER, that in the event the DISTRICT elects to implement a New York State early retirement plan for which the SUPERINTENDENT qualifies, the SUPERINTENDENT may select either the state early retirement incentive or the accumulated sick day benefit provided for herein, but may not receive both.

5. **LEAVES OF ABSENCE:** The SUPERINTENDENT shall be entitled to the following leaves of absence at full pay unless otherwise provided herein:

- a. **Personal Sick/Family Leave:** Eighteen (18) days per year, which days may be accumulated from year to year if not used, credited on July 1st of each year. The SUPERINTENDENT may use this accrued time for personal illness or illness in the immediate family. "Immediate family" for purposes hereof, shall include the SUPERINTENDENT'S husband, father, mother, father-in-law, mother-in-law, son, (spouse's son) daughter, (spouse's daughter), son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild or any other person with whom the administrator has developed an immediate family-like obligation due to established past personal relationships.
- b. **Death in the Immediate Family:** The SUPERINTENDENT shall be entitled to five (5) days of bereavement leave per year to be used in the event of the death of an immediate family member as that term is defined in subparagraph "[a]" and such leave shall not be cumulative from year to year.
- c. **Personal Leave:** In addition to personal sick/family leave, the SUPERINTENDENT shall be entitled to three (3) days of personal leave per contract year to be used as she shall see fit and without the need of submitting any reasons for same, PROVIDED HOWEVER, except in the case of emergency, notice of her intent to utilize such leave shall be given to an DEPUTY SUPERINTENDENT at least five (5) days prior to taking personal leave, and PROVIDED FURTHER that such unused leave will not be cumulative from year to year but will, if not used, be added to the SUPERINTENDENT'S cumulative sick leave.
- d. **Jury Duty and Court Appearances:** Attendance at Court or other legal proceeding result of being required to serve as a member of a jury panel or as the result of a subpoena or written request of a lawyer will be deemed an authorized court leave by the DISTRICT and not charged to any personal or sick leave.
- e. **Professional Responsibilities:** The SUPERINTENDENT, with prior approval of the BOARD, which approval will not be unreasonably withheld, may be authorized to attend conferences, meetings of professional groups and organizations, or for purposes of fulfilling obligations as an officer or director of a professional group or organization, PROVIDED HOWEVER, that attendance at such shall not be at the DISTRICT'S cost and expense unless otherwise provided herein or unless otherwise authorized by the BOARD upon application of the SUPERINTENDENT.
- f. **Vacation**
 - 1. SUPERINTENDENT shall receive twenty-six (26) days of vacation annually, exclusive of the DISTRICT's published holiday schedule,

credited on July 1st of each year; except that for any year that the SUPERINTENDENT does not work a full year, the vacation days shall be pro-rated (at the rate of 2.17 days per month) for each month worked. All vacation must be taken within the school year during which it is earned or within six (6) months thereafter. Thus, any unused vacation leave days which exist as of June 30th may carry over to the next school year to be used no later than December 31st of that new year. As of December 31st, up to five (5) unused carry-over vacation leave days will be paid to the Superintendent at her then current daily rate of pay (1/260th) as a 403(b) contribution as set forth below. Any unused carry-over vacation days beyond five (5) days are forfeit.

2. Subject to the same rules governing a 403(b) plan as set forth in Section 4(d) of this Agreement, the District agrees to make the following annual Employer Non-Elective Contribution to the 403(b) account for the SUPERINTENDENT, if eligible, calculated as follows:

A payment equal to 1/260th of the Superintendent's compensation as set forth in Section 2 of this Agreement, for up to a maximum of five (5) accumulated and unused vacation days as determined at the end of the calendar year as set forth above. Such payment shall automatically occur in January of each year unless the Superintendent provides written notification to the contrary to the Deputy Superintendent least thirty (30) days prior to the end of the school year.

In addition to the sick leave payment upon retirement, the District agrees to make the following Employer Non- Elective Contribution to the 403(b) account for the Superintendent up to a maximum of twenty (20) accumulated and unused vacation days upon retirement, as set forth in Section 4(e)[1].

6. **PROFESSIONAL DUES AND MEMBERSHIPS:** The DISTRICT shall pay the SUPERINTENDENT'S membership charges to the American Association of School Administrators, the New York State Council of School Superintendents, and such other professional educational associations, with approval of the BOARD, as well as the expenses of her attendance at appropriate professional and/or business meetings at the local, state and national level, provided however that the cost of such membership or attendance shall not exceed the budget limit established therefore and provided further that the SUPERINTENDENT shall file an itemized expense statement for each such item with the District Clerk.
7. **FLEX PLAN:** The SUPERINTENDENT shall be able to participate in the DISTRICT provided cafeteria flex plan under IRC 125.
8. **TECHNOLOGY:** The BOARD will provide the SUPERINTENDENT with appropriate technology for her DISTRICT-related business and incidental personal use, which shall be used in accordance with DISTRICT policy.

9. **AUTOMOBILE EXPENSES:** The DISTRICT will reimburse the SUPERINTENDENT for use of her automobile for DISTRICT business at the mileage reimbursement rate established from time to time by the DISTRICT for DISTRICT employees in accordance with District Policy.
10. **PROFESSIONAL LIABILITY:** The DISTRICT agrees that it will, to the extent allowed by law, defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions or legal proceedings including administrative proceedings brought against her in her individual or official capacity with the DISTRICT, hereinafter defined as ["legal action"] provided the incident arose while the SUPERINTENDENT was acting within the scope of her employment, provided however that nothing contained herein shall be construed as rendering the individual members of the BOARD of Education personally liable to the SUPERINTENDENT for such indemnification or other obligations. The DISTRICT shall have the right to select the legal counsel to be retained to represent the SUPERINTENDENT, provided however that such provision shall not apply where such legal counsel is provided pursuant to insurance coverage unless such coverage expressly allows selection or approval. If the DISTRICT and the SUPERINTENDENT are unable to be represented by the same counsel because of a conflict of interest, and if there is no insurance coverage for the legal action because of the nature of such legal action, the SUPERINTENDENT may select her own legal counsel subject to the DISTRICT'S approval of such choice of counsel based on cost, geographic proximity or any other legal basis
11. **GOALS AND OBJECTIVES:** On or about the 30th day of September of each school year the DISTRICT and the SUPERINTENDENT shall meet and establish the DISTRICT's goals and objectives for the then current school year.
12. **EVALUATION:** The BOARD, utilizing to the extent possible, a format mutually acceptable to the PARTIES, shall meet with, evaluate and assess in writing the performance of the SUPERINTENDENT at least once during each school year, provided however that such evaluation and assessment shall in no event be later than the 30th day of June of the then current school year. Such meeting shall be deemed a personnel matter and shall be held in Executive Session. In the event the BOARD determines the performance of the SUPERINTENDENT to be unsatisfactory in any respect, it shall describe same in reasonable detail in writing, offer suggestions for improvement, and provide a copy of same to the SUPERINTENDENT ten (10) calendar days prior to issuing such evaluation, or no later than June 20th of the then current school year. The SUPERINTENDENT shall have the right to respond to same in writing within ten (10) calendar days, and if either party so requests a meeting held in Executive Session to discuss said evaluation report and her response. All such reports and responses shall become a permanent part of the SUPERINTENDENT'S personnel file.
13. **AGREEMENT RENEWALS:**
1. The Board shall notify the Superintendent, on or before June 30, 2029, whether it intends to extend her employment for an additional term commencing on July 1, 2030 or whether the Superintendent's term will expire on June 30, 2030. The parties may also

mutually agree to extend the employment of the Superintendent at any other time before this date. By June 30 of each school year thereafter the Board shall likewise act to notify the Superintendent whether it intends to extend the term of her employment commencing on July 1 of the year set for termination of the then current contract. At such time, if the Board wishes to extend the employment of the Superintendent, a motion to extend the term of this Agreement and the Superintendent's employment for an additional term will be moved, seconded and voted upon by the Board. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date. In the event that the Board notifies the Superintendent of its intention to extend her appointment as Superintendent of Schools, then within sixty (60) days of such notice, the Superintendent shall advise the Board in writing as to whether she intends to accept the extended appointment.

2. Should the Board fail to meet or act in regard to the Superintendent's employment, as required herein, the Superintendent may, at any time request in writing that the Board inform her whether or not it intends to extend her appointment for an additional term. The Board shall, in writing, respond to this request in either the affirmative or the negative within thirty (30) days of its receipt of the request.

3. Any extension of the term of the Superintendent's employment shall be evidenced by an amendment to this Agreement and by a resolution duly passed at a public Board of Education meeting; 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 under this Agreement and subsequent contract extensions be decreased or eliminated during the term of his employment, without her consent.

14. TERMINATION: This contract may be terminated as follows:

- a. Mutual agreement;
- b. Resignation, for reasons other than retirement, of the SUPERINTENDENT upon 90 days written notice;
- c. For retirement and the retirement benefits set forth in this Agreement, the Superintendent shall give the Board President notice of retirement at least six months in advance;
- d. Disability of the SUPERINTENDENT:
 - i. The BOARD reserves the right, during the SUPERINTENDENT'S term, in the event of her absence, illness, injury or other disability, to appoint an acting SUPERINTENDENT who shall temporarily perform the duties of Superintendent at the pleasure of the BOARD. In the event of such illness, injury or disability, the SUPERINTENDENT shall cause her physician(s) to make a written report to the BOARD of her condition, and shall, at the

DISTRICT's expense, submit to an examination by the BOARD's physician(s) designed for that purpose, at such reasonable time or times as the BOARD shall request.

- ii. In the event that, by reason of illness, accident or other cause beyond her control, the SUPERINTENDENT shall be incapacitated from rendering the services required for a period of three (3) months beyond the expiration of her accumulated and unused leave entitlements, the BOARD may at its option and upon written notice to the SUPERINTENDENT, terminate this contract.
- e. Expiration of this Agreement;
- f. Death of the SUPERINTENDENT.
- g. Discharge for Cause:
 - i. The Superintendent shall also be subject to discharge for cause.
 - ii. Discharge for cause shall constitute conduct which is prejudicial to the District, including but not limited to neglect of duty, immoral or unethical conduct or breach of contract.
 - iii. Notice of discharge for cause shall be given to the Superintendent in writing and shall specifically set forth act/acts constituting the basis for same.
 - iv. The Superintendent shall be provided a hearing before an independent hearing officer.
 - v. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges the Board shall select an independent hearing officer who is a member of a recognized tribunal such as the American Arbitration Association or the National Academy of Arbitrators.
 - vi. The Superintendent shall be entitled to be represented by legal counsel of her choosing at her expense. She shall be entitled to confrontation of any witnesses against her and shall be afforded the right to examine them. She shall likewise be afforded the opportunity to subpoena any witnesses on her own behalf.
 - vii. A transcript shall be kept of the hearing and may be made by means of electronic recording or by a court stenographer, the cost of which shall be that of the District.
 - viii. 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 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.

15. **GOVERNING LAW:** This contract shall be construed and governed in all respects in accordance with the laws of the State of New York. Any action by either party concerning this Agreement shall be commenced in New York State Supreme Court for the County of Albany.

16. **MODIFICATION, AMENDMENT OR WAIVER:** A modification, amendment, or waiver of any of the provisions of this contract shall be effective only if made in writing and duly subscribed by the PARTIES hereto and approved by the Board by resolution in a public Board of Education Meeting.

17. **SAVINGS CLAUSE:** In the event any provisions of this contract shall be held contrary to or invalid under any federal, state or local law or statute, such illegality or invalidity shall not affect in any way any other provision hereof and all other provisions of this contract shall remain binding and in full force and effect.

18. **MISCELLANEOUS:**

a. 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.

b. The original of this Agreement shall be filed with the Clerk of the Board of Education.

c. 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.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement of Employment in duplicate the day and year first above written.

Dated: _____, 2025

Dated: _____, 2025

**for BETHLEHEM CENTRAL
SCHOOL DISTRICT**

SUPERINTENDENT OF SCHOOLS

By: _____
Holly Dellenbaugh

By: _____
Jody Monroe

STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

On this ____ day of _____, 2025, before me, the subscriber, personally appeared Jody Monroe, to me personally known and known to me to be the same person described in and who executed the within instrument, and she duly acknowledged to me that she executed the same.

Notary Public, State of New York

STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

On this ____ day of _____, 2025, before me, the subscriber, personally appeared Holly Dellenbaugh, President of the Board of Education of the Bethlehem Central School District, to me personally known and known to me to be the same person described in and who executed the within instrument, and she duly acknowledged to me that she executed the same in her capacity as Board President.

Notary Public, State of New York