

**EMPLOYMENT AGREEMENT BETWEEN
DANIEL GIBBONS AND
THE BOARD OF EDUCATION OF THE
MALVERNE UNION FREE SCHOOL DISTRICT**

Agreement made this 14th day of June, 2022 by and between the BOARD OF EDUCATION ("Board") of THE MALVERNE UNION FREE SCHOOL DISTRICT ("District"), Town of Hempstead, Nassau County, New York and DANIEL GIBBONS, residing at 170 Radcliffe Drive, East Norwich, New York, 11732 ("At-Risk Coordinator").

WHEREAS, the District has a need for the per diem services of an At-Risk Coordinator; and,

WHEREAS, Daniel Gibbons represents that he is duly qualified and certified under the Laws of the State of New York and the rules and regulations of the Commissioner of Education to fulfill the functions and duties of the At-Risk Coordinator; and,

WHEREAS, the parties hereto desire to employ Daniel Gibbons as an At-Risk Coordinator and to provide for the terms and condition of such employment;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The At-Risk Coordinator shall perform the following duties;
 - a. Coordinate at-risk student meetings with parents, teachers, counselors and/or administration;
 - b. Develop individualized action plans and goals;
 - c. Monitor and track action plans to ensure students are adhering to said plans;
 - d. Conduct group and individual counseling/mentoring sessions;
 - e. Coordinate with teachers and supervisors of school-based intervention plans (mentoring, teen issues, homework center, Girls' Club, etc.);
 - f. Maintain student records of progress or lack of progress;
 - g. Report directly to administration.
2. The At-Risk Coordinator agrees to devote his time, skill, labor and attention to said employment in accordance with the schedule and job duties formulated by the Superintendent of Schools or requested by the Board. It is understood and agreed that the At-Risk Coordinator shall not be considered a full-time employee of the District and shall be free to utilize any other available professional time for the performance of services for other employers and/or clients.
3. The board shall pay the At-Risk Coordinator \$600.00 per day of service up to a maximum of Thirty Thousand Dollars (\$30,000) during the 2022-2023 school year. The work schedule shall be determined in consultation with the Superintendent of Schools. Such salary shall be paid in accordance with the policy of the Board governing payment of other professional staff members of the District.

4. The At-Risk Coordinator shall not be entitled to sick, personal, or vacation days, nor compensation during any school holiday recess periods during the period of his employment, nor shall he be entitled to receive health insurance or other benefits (including but not limited to dental/optical, life or disability insurance, or pension benefits or contributions) received by the District's teachers or administrators, with the exception of the District's responsibility for FICA and Medicare payments as the employer.

5. In the event the At-Risk Coordinator is injured during the course of employment, he shall be eligible to receive Workers' Compensation benefits as provided by law.

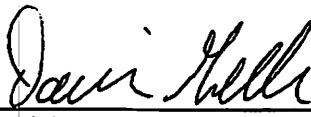
6. The employment of the At-Risk Coordinator is "at will" and thus, this agreement may be terminated at any time by either party upon two weeks' written notice to the other party. Upon written agreement, the parties may waive said notice requirement. Upon termination of the At-Risk Coordinator's employment, all rights and benefits of employment shall terminate.

7. The District shall provide the At-Risk Coordinator the protections afforded by Education Law Sections 3023, 3028, 3811, 3813 and Public Officers Law Article 18 with respect to any actions of the At-Risk Coordinator taken within the scope of his employment or under the direction of the Superintendent of Schools and/or the Board of Education.

8. The term of this agreement shall be from **September 1, 2022 through June 30, 2023**, unless sooner terminated as provided herein.

9. If during the term of employment, it is found that a specific clause contained herein is illegal under federal or state law, the remainder of this agreement not affected by such ruling shall remain in full force and effect.

10. This Agreement contains the entire understanding of the parties as to the terms and conditions of the At-Risk Coordinator's employment, and any other understandings or agreements, whether oral or written, are merged in this Agreement.

 5/19/22

Daniel Gibbons /Date
At-Risk Coordinator

Malverne UFSD Date
Board of Education President