

Agreement for Interim Superintendent of Schools

AGREEMENT made this 29th day of June, 2021 by and between the Board of Education of the Hastings-on-Hudson Union Free School District (hereinafter, the "District"), an educational corporation having its principal place of business at 27 Farragut Avenue, Hastings-on-Hudson, New York 10706 and Dr. William McKersie, (hereinafter "Dr. McKersie" or the "Interim Superintendent")

WITNESSETH

WHEREAS, the Board of Education of the District (hereinafter the "Board" or the "District"), desires to hire an Interim Superintendent of Schools; and

WHEREAS, Dr. McKersie desires to serve as Interim Superintendent of Schools for the District.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. (a) The Board and Dr. McKersie agree that, pursuant to a resolution of the Board, Dr. McKersie shall be employed by the Board as Interim Superintendent of Schools commencing August 1, 2021 through June 30, 2022. This appointment and contract term may be terminated by Dr. McKersie upon ninety calendar (90) days written notice to the other party or upon Dr. McKersie's physical inability to perform the duties of Interim Superintendent for twenty (20) consecutive school days, at which time all obligations hereunder and under the aforementioned appointment shall cease. The Board may terminate this appointment and contract term upon written notice for cause at any time, but otherwise, the Board shall provide Dr. McKersie with a term that shall continue through June 30, 2022. Further, this Agreement and the corresponding appointment are subject to and contingent upon Dr. McKersie's obtaining New York State certification to service as Interim Superintendent and successful completion of any applicable fingerprinting requirements.

(b) It is a condition precedent to the initial effectiveness and enforceability of this Agreement that it be approved and ratified by affirmative vote of the Board of Education.

2. Dr. McKersie shall be paid a monthly salary of Twenty-Two Thousand Nine Hundred and Fifteen (\$22,925.00) dollars for the term August 1, 2021 to June 30, 2022, prorated to his actual start date which is dependent upon his receiving New York State

certification. Dr. McKersie shall not be required to work on weekends, during school holidays and/or the holiday, winter and spring school recess periods, except as requested by the Board. However, it is expected that he will be present at school functions and events held during such times to the extent he deems it appropriate and that he shall attend all meetings of the Board of Education unless excused by the Board. Dr. McKersie understands and appreciates that, as Interim Superintendent, he is on call for issues and emergencies that present themselves during non-work periods.

3. Dr. McKersie's salary shall be paid in accordance with customary payroll procedures. It is understood and agreed that Dr. McKersie may shelter amounts from his base salary within the limits permitted by the Internal Revenue Code. The Board shall be responsible for withholding taxes and social security payments from salary payments made to Dr. McKersie.

4. The Board shall reimburse Dr. McKersie for actual business expenses, within budgetary limitations, which he incurs in the course of his work for the Board, as approved by Board president or vice-president, including but not limited to memberships (i.e. Lower Hudson Council and New York State Council of School Superintendents), and attendance at conferences. All expenditures shall conform to the District's policies and guidelines and attendance at conferences of longer than one day in length and/or located outside New York State must be approved by the Board in advance.

5. (a) Dr. McKersie shall be entitled to fourteen (14) days vacation with pay for the 2021-2022 school year credited at the beginning of his term. The time of such vacation shall be subject to the approval of the Board president or vice-president. Should Dr. McKersie leave the employ of the District prior to June 30, 2022 as provided for herein, the number of vacation days permitted for that year will be pro-rated with any days already used at the time of separation in excess of the prorated amount to be returned as a deduction from Dr. McKersie's salary.

(b) Dr. McKersie shall be entitled to twelve (12) sick days with pay in case of personal illness. In addition, he shall have two (2) personal days with pay during the term of the Agreement and five (5) days in case of death in the immediate family. No such days under this provision shall be cashed out if unused.

6. (a) The Board will provide Dr. McKersie with family or individual health insurance, as eligible, with the District to pay 83.5% percent of the appropriate premium and Dr. McKersie to pay the remaining portion of the appropriate premium through payroll deduction. The plan shall be the group policy offered to employees of the District.

(b) The Board will provide Dr. McKersie with family or individual dental and optical coverage through the group policies of the District at no additional cost to him.

7. The Board shall pay for the monthly premiums for Dr. McKersie's current life insurance policy for the term of this contract at a rate of Three Hundred and Eighty-Two Dollars and Fourteen Cents (\$382.14) per month.

8. Dr. McKersie represents that he does not require a waiver from NYSTRS to be employed by the District.

9. Dr. McKersie represents that he is a citizen of the United States of America. Dr. McKersie shall furnish to the District Clerk upon employment and maintain throughout the length of this Agreement a valid appropriate certificate to serve as a Chief School Officer in the State of New York. Dr. McKersie shall immediately notify the Board in writing of any change in the status of his certification. Failure to maintain such certification shall be grounds for immediate termination of this Agreement and the corresponding appointment.

10. Dr. McKersie shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement. He shall be responsible for and have the authority to undertake all duties required by statute, regulation and/or Board policy as well as those customarily associated with the position of superintendent of schools. In addition, he shall provide the Board with a written assessment of the state of the District together with recommendations for improvement, with such report to be provided to the Board thirty (30) days prior to his leaving the employ of the District. His duties shall include but not be limited to the following:

a. All responsibilities and duties set forth in the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the New York State Commissioner of Education or New York State Board of Regents, including any amendments or successor statutes thereto;

b. All responsibilities and duties specified in the Policy Manual of the Board;

c. All responsibilities and duties normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;

d. All responsibilities and duties assigned to him by the Board provided the duties and/or responsibilities are of a character commensurate with the position of Superintendent of Schools;

e. Dr. McKersie shall cooperate fully with any distinguished educator(s) appointed for the District by the New York State Commissioners of Education, in accordance with Sections 211-b and 211-c of the New York State Education Law; and

f. With respect to their relationship 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 the applicable rules and regulations of the New York State Board of Regents and the New York State Commissioner of Education.

11. Dr. McKersie shall so advise the President of the Board in advance in the event that the business of the District requires him to be out of the District for the entire work day.

12. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.

13. The Board of Education and School District shall indemnify, save and hold harmless Dr. McKersie from any claim, demand, judgment or expense, including reasonable attorneys' fees, arising from or relating to his performance of the services to be rendered by him pursuant to this Agreement to the fullest extent permitted by the Education Law and the Public Officers Law of the State of New York applicable to employees and officers of the School District.

14. Dr. McKersie agrees to devote his full time, skill, labor and attention to his employment as Superintendent of Schools during the term of this Agreement; provided, however, that with advance approval of the Board, he may undertake teaching or lecturing duties or obligations to the extent that same do not interfere with his duties.

15. The Board will provide Dr. McKersie with a cellular phone and service related thereto. It is understood and agreed that Dr. McKersie may use said cellular phone for personal use so long as such usage does not exceed the maximum included minutes permitted under the District's plan and such usage is consistent with Board policy. The Board shall provide Dr. McKersie with a laptop computer for his use at work and at home. It is understood and agreed that Dr. McKersie may use said laptop for personal use is consistent with the District's Acceptable Use Policy. It is understood and agreed by and between the parties that the computer and cell phone shall remain the property of the District and shall be returned to the District at the time he leaves the employ of the District.

16. General Provisions:

a. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail to Dr. McKersie at his residence address on file and to the Board at its principal offices.

b. This Agreement contains the entire understanding between the parties. No amendment, alteration, or modification may be made to this Agreement unless such amendment, alteration or modification is in writing duly executed and approved by the parties.

c. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended by an agreement in writing executed by the parties as provided above.


d. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforcement of any other provisions.

e. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time or times.

Board of Education
Hastings-on-Hudson Union
Free School District

By: 

Lauren Berman, President
Board of Education



William McKersie, Ph.D.

