

AGREEMENT

THIS AGREEMENT, made this 5th day of December, 2016, effective the 6th day of December, 2016, by and between the **BOARD OF EDUCATION OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT**, having its administrative offices at the Education Center, 66 Roaring Brook Road, Chappaqua, New York 10514 (hereinafter "the Board" or "District"), and **DANIEL MCCANN**, residing at 117 Elmwood Road, South Salem, New York 10590 (hereinafter "the Interim Superintendent").

WITNESSETH:

WHEREAS, the Board desires to employ an Interim Superintendent of Schools for its School District; and

WHEREAS, the Interim Superintendent desires to serve as Interim Superintendent of Schools for the District;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, **IT IS AGREED** as follows:

1. **TERM**

The BOARD hereby agrees to employ the Interim Superintendent and the Interim Superintendent hereby agrees to work for the Board as Interim Superintendent of Schools of the Chappaqua Central School District for a term to commence on December 6, 2016 and to end on June 30, 2017; provided, however, that at the Board's sole option, this agreement may be extended pursuant to the same terms, through June 30, 2018.

2. **DUTIES**

A. The Interim Superintendent shall be the chief administrative officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities under the direction of the Board as are:

A handwritten signature in black ink, appearing to be "D. McCann", is located in the bottom right corner of the page.

- a. set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- b. imposed 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 Commissioner of Education;
- c. specified in the Policy Manual of the Board and in regulations promulgated pursuant thereto;
- d. normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations;

B. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Interim Superintendent provided 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.

C. The Interim Superintendent shall advise the Board President of the need to utilize leave days, as set forth herein below, as well as the scheduling of vacation periods.

D. The Interim Superintendent shall be notified 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 his performance or salary.

E. The Board, individually and collectively, shall promptly and discretely refer to the Interim Superintendent, in writing, for his study and recommendation, any and all significant criticisms, complaints, suggestions, communications or comments regarding the administration of the District of the Interim Superintendent's performance of his duties. The Interim Superintendent shall promptly and discretely respond to such criticisms, complaints, concerns and communications.

A handwritten signature in black ink, appearing to be "M. J. [unclear]", is located in the bottom right corner of the page.

3. **EXTENT OF SERVICE**

During the term of this Agreement, the Interim Superintendent shall devote his full time, skills, labor, attention and best efforts to the performance and discharge of his duties and responsibilities. The Interim Superintendent shall not engage in outside consultative or other professional activities without approval of the Board in advance of such activities.

4. **PROFESSIONAL AND MEDICAL CERTIFICATIONS**

- a. **Professional Certification.** At the commencement of employment, the Superintendent shall furnish and possess throughout the life of this Agreement a valid and permanent certificate to serve as Superintendent of Schools in New York State.
- b. **Medical Certification.** As a condition of employment, the Interim Superintendent shall provide a physician's statement certifying to the Interim Superintendent's physical and mental competency to perform the duties and exercise the powers of his position. Such statement shall be presented to the District Clerk upon initial employment and shall be kept confidential.

5. **COMPENSATION**

- a. The Interim Superintendent shall be paid a salary at the annual rate of Two Hundred Seventy Thousand (\$270,000.00) Dollars for the period from December 6, 2016 through June 30, 2017 and, at the Board's sole option, through June 30, 2018, to be paid in equal installments in accordance with the rules of the Board governing salary payment to other administrative staff members in the District.

6. VACATION AND OTHER EXPENSES

A. For the 2016-17 school year, the Interim Superintendent shall be entitled to sixteen (16) days of vacation with pay available during times when school is not normally scheduled to be in session; provided however that the Superintendent shall be entitled to four mid-year recess days of time-off with pay in addition to the vacation entitlement referenced herein. An exception to this condition, due to unique circumstances, would be subject to the prior approval of the Board. For the 2017-18 school year, the Interim Superintendent shall be entitled to twenty-five (25) days of vacation with pay available during times when school is not normally scheduled to be in session; provided however that the Superintendent shall be entitled to five mid-year recess days of time-off with pay in addition to the vacation entitlement referenced herein. An exception to this condition, due to unique circumstances, would be subject to the prior approval of the Board. In addition, up to eight (8) unused vacation days per school year may be accumulated for liquidation into cash upon separation from employment at the per diem rate of \$1,200 per day.

B. The Superintendent shall receive the following benefits:

- a. **Joint Benefit Fund.** The Board will pay up to \$1,490.00 for the Superintendent to participate in the Joint Benefit Fund. Dental insurance, vision care, and \$50,000.00 term life insurance shall be paid out of this Fund.
- b. **Sick Leave.** For the 2016-17 school year, on the first day of employment, the Superintendent will be credited with eleven (11) days of sick leave. For the 2017-18 school year, on the first day of employment, the Superintendent will be credited with eighteen (18) days of sick leave.
- c. **Personal Leave.** For the 2016-17 school year, two (2) days per year for pressing personal business that must be conducted at a time in conflict with the workday.

For the 2017-18 school year, three (3) days per year for pressing personal business that must be conducted at a time in conflict with the workday.

- d. **Family Illness or Death In Immediate Family.** Three (3) days for the 2016-17 school year. Five (5) days for the 2017-18 school year.
- e. **Holidays.** The Superintendent shall be entitled to those holidays set forth in the District's annual calendar. For the purpose of this provision, recess periods when school is not in session shall not be construed as holidays, except to the extent that legal holidays are specified in the calendar during such recess periods.
- f. **Life Insurance.** The Board shall reimburse up to \$1,500.00 per year towards the cost of the life insurance for the Interim Superintendent.
- g. **Professional Conferences and Membership Dues.** The Superintendent, upon the prior approval of the Board, may attend appropriate professional meetings at the local, state and national levels with the expenses of such attendance and professional dues to be a District charge. Payment shall be made upon presentation of bills, receipts and expense reports following submission to the District's Internal Claims Auditor. The Superintendent is authorized to incur these expenses, up to the approved budgeted amount. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval. The District shall also pay for the Superintendent's membership in up to three (3) professional organizations of the Superintendent's choice.
- h. **Automobile Allowance.** The Superintendent shall receive a payment of \$500.00 per month during the term of this Agreement as reimbursement for the use of his private automobile for District business.
- i. **Other Expenses.** Within the budgetary appropriations, the District shall provide the Superintendent with a cell phone or equivalent, a fax machine and a tablet for his use at home. Such items shall be the property of the District and returned to

the District upon termination of employment with the District. The use of such items will be subject to District policy.

7. Pursuant to New York State Education Law §211-c, the Interim Superintendent shall fully cooperate with any distinguished educator appointed by the Commissioner of Education.

8. **CERTIFICATION**

The Interim Superintendent shall possess a valid permanent certificate to act as Superintendent of Schools in the State of New York during the term of his employment by the Board.

9. **INDEMNIFICATION**

The Board agrees that it shall defend, hold harmless and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Interim Superintendent was acting within the scope of his employment and excluding a criminal prosecution or action or proceeding brought against him by the Board. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Interim Superintendent against such demands, claims, suits, actions and legal proceedings.

10. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party for the period between December 6, 2016 and May 30, 2017 and for the period between July 1, 2017 and ending on April 30, 2018, sixty (60) calendar days written notice to the other party or upon the Interim Superintendent's inability to perform his duties for twenty (20) consecutive school days, at which time all obligations hereunder and under the aforementioned Agreement shall cease.

A handwritten signature in black ink, appearing to be "R. 12/1/16", is located in the bottom right corner of the page.

11. **GOVERNING LAW**

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

12. **SEVERABILITY**

Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of these provisions shall remain in full force and effect.

13. **PERFORMANCE**

The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall, in no way, affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions, provisions or agreements be construed as a waiver of any succeeding or subsequent breach.

14. **AGREEMENT**

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement. This Agreement constitutes the full and complete agreement of the parties and may not be altered, changed, added to, deleted from, or modified in any way

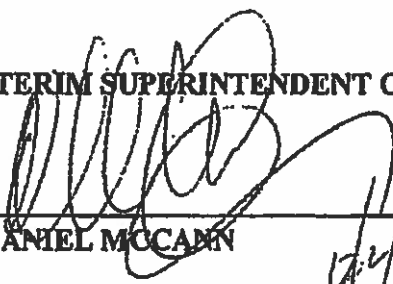
except through the mutual consent of the parties in a written signed amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names on the day and year first above written.

**BOARD OF EDUCATION
CHAPPAQUA CENTRAL SCHOOL DISTRICT**

BY: 
ALYSON GARDNER, PRESIDENT

THE INTERIM SUPERINTENDENT OF SCHOOLS

BY: 
DANIEL MCCANN 12/2/12