

## **INTERIM SUPERINTENDENT AGREEMENT**

**AGREEMENT** made this fifteenth of June, 2010, by and between the Board of Education of the Chappaqua Central School District a municipal corporation having its principal place of business at 66 Roaring Brook Road, Chappaqua, New York and Mr. John A. Chambers, residing at 10 Ashby Place, Katonah, New York.

### **WITNESSETH:**

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

**WHEREAS**, Mr. John A. Chambers (hereinafter "Mr. Chambers") 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. The Board and Mr. Chambers agree that, pursuant to a resolution of the Board, Mr. Chambers shall be employed by the Board as Interim Superintendent of Schools commencing July 1, 2010, and continuing to no later than June 30, 2011. While not a contractual commitment, it is the Board's expectation that Mr. Chambers will be employed at least for the period through December 31, 2010. This Agreement is subject to termination by Board giving at least thirty (30) calendar days prior written notice to Mr. Chambers in the event that the Board appoints a Superintendent of Schools before June 30, 2011. This Agreement shall also be subject to termination by the Board for cause, consistent with applicable federal and state due process rights.
2. Mr. Chambers will be paid at the annual salary rate of \$250,000.00; provided, however, that during the month of June 2010, he shall be paid at the per diem rate of \$1,040.00 per day worked, for between three (3) and five (5) days, for leadership transition orientation, as approved by the Board President.
3. Mr. Chambers will be expected to work on all workdays except for holidays set forth in the District's annual calendar for the 2010-2011 school year (recess periods when school is not in session will not be construed as holidays, except to the extent that legal holidays are specified in the District calendar during such recess periods); provided, however, that during the month of July 2010, July 5 and the period from July 12 through July 16 shall be deemed as paid leave time and, commencing with August 1, 2010, Mr. Chambers shall be vested with 1.5 days per month for the duration of this Agreement for use for purposes

of sick leave/personal leave/bereavement leave. Any unused leave time at the time of separation shall not be compensable.

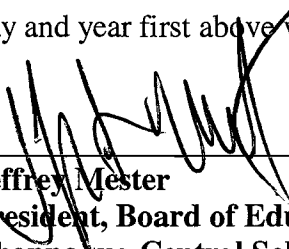
Mr. Chambers shall furnish and maintain throughout the length of this Agreement a valid and appropriate certificate to serve as Superintendent of Schools in the State of New York.

4. The Board shall reimburse Mr. Chambers for the use of his personal vehicle for District business at the Federal IRS approved rate or the District approved rate, if different. The Superintendent shall be required to keep appropriate records for his own tax purposes.
- 5.. The Board shall be responsible for withholding taxes and social security payments from payments made to Mr. Chambers. Mr. Chambers may also have money withheld from salary for employee elective contributions to a §403(b) IRC tax sheltered annuity account. The District will not provide Mr. Chambers with Health, Dental or Prescription Drug insurances.
6. Mr. Chambers shall have charge of the administration of the schools of the District under the direction of the Board; he shall be the chief executive officer of the District and shall have the powers and be charged with the duties set forth in §1711 of the Education Law, as well as in the laws and regulations of the State of New York, the rules and regulations of the Commissioner and the Regents of the University of the State of New York and the rules, regulations and policies of the Board.
7. During the term of this Agreement, Mr. Chambers shall devote his full time, skills, labor, attention and best efforts to the performance and discharge of his duties and responsibilities and shall not engage in outside consultative or other professional activities without the advance approval of the Board; provided, however, that the Board hereby approves his High School Principals' Tri-States Consortium pro bono work on four (4) school days during regular work hours, as required by the Consortium, and his pro bono work as an advisor with the Bank Street/Putnam-Northern Westchester BOCES Intern Program (Future School Leaders Academy), twice each semester for those seven (7) interns in the Lower Hudson area for whom he has ongoing supervisory responsibilities.
8. Mr. Chambers, upon the prior approval of the Board, may attend with pay and without charge to other leave time, appropriate professional meetings at the local, state and national levels with the expenses of such attendance and professional dues to be a District charge. The Board hereby approves Mr. Chambers' attendance at the Suburban School Superintendents Conference to be held between November 3 and 6, 2010. Payment shall be made upon presentation of bills, receipts and expense reports following submission to the District's Claims Auditor. Mr. Chambers is authorized to incur these

expenses up to the approved budgeted amount. Any item requiring expenditure beyond the budgeted amount shall require prior Board approval.

9. The District shall provide Mr. Chambers with a District cell phone or equivalent for District business use only, and a District laptop computer to facilitate his off-site work for the District. Such items shall be the property of the District and returned to the District upon separation from employment with the District. The use of such items shall be subject to District policy.
10. The Board will submit the request for statutory waiver pursuant to Section 211 of the Retirement and Social Security Law to hire a retiree to the Commissioner of Education to enable the Interim Superintendent to fulfill responsibilities of the position for the duration of this agreement. Should the Commissioner refuse to grant the waiver or determine this Contract to be in violation of the orders or policies of the Commissioner of Education, this Contract shall be deemed null and void and of no further effect upon the Interim Superintendent after he has reached the maximum compensation permissible without the need for a waiver.
11. This Agreement contains all the terms between the parties and may not be amended or modified except by written agreement signed by the parties.
12. 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. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed as of the day and year first above written.

  
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**Jeffrey Mester**  
**President, Board of Education**  
**Chappaqua Central School District**

  
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**Mr. John A. Chambers**  
**Interim Superintendent of Schools**