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Agreement made this 27 day of March, 2023 by and between the Hauppauge Union Free School District and [REDACTED].

WHEREAS, it is the desire of the parties to enter into an Agreement between the District and [REDACTED] establishing the terms and conditions of her employment as the Interim Assistant Superintendent for Business; and

WHEREAS, this Agreement supersedes all prior agreements between the parties which are hereby agreed to have no further effect; and

WHEREAS, [REDACTED] has agreed to serve the District during this term in consideration for the salary and benefits provided herein; and

WHEREAS, this Agreement establishes the salary and benefits provided to [REDACTED] and does not, in any manner, modify or annul any right either party possesses pursuant to the Education Law or any other laws, rules and regulations.

NOW, THEREFORE, it is agreed as follows:

1. Term. This Agreement will be effective as of March 29, 2023 and will continue in full force and effect until terminated by the Board or [REDACTED], on an at-will basis, at any time for any reason or for no reason, in accordance with paragraph 9.

2. Duties.

a. [REDACTED] duties will be those assigned to her by the Superintendent and, except as limited by applicable law (if any), may include, but are not necessarily limited to, those typically performed by an Assistant Superintendent for Business.

b. [REDACTED] will not undertake any other form of employment, for remuneration, during the term of this Agreement unless: (i) all of the hours on which she provides services to another employer are on days on which she performs no work for the District; (ii) the other employment is not by, does not involve an action adverse to and does not

otherwise relate to another public school, public school district, charter school, BOCES, non-public school, State-operated school or BOCES-operated program; and (iii) the other employment does not interfere with the full and faithful discharge of her duties and responsibilities pursuant to this Agreement. Prior to commencing employment for remuneration by another employer, [REDACTED] will provide written notice of same to the Superintendent of Schools or his/her designee that includes the nature of the other employment, for whom (or for what organization) the other employment will be done, any remuneration [REDACTED] will receive and the time required to perform the other employment. Notwithstanding the provisions of this paragraph, [REDACTED] may undertake any other outside employment for remuneration if it is approved by the Superintendent of Schools or his/her designee in writing (or by email) in advance. Nothing in this paragraph will limit [REDACTED] provide services to an organization on a volunteer basis (*i.e.*, not for remuneration).

3. Work Year and Board Meetings. [REDACTED] will work on those days, and at those hours, as determined by the Superintendent of Schools, after consulting with [REDACTED] in the selection and scheduling of same. [REDACTED] will receive notice of, and may be required to attend, regular and special meetings of the District's Board of Education, as well as executive sessions.

4. Compensation. [REDACTED] will be compensated at the per diem rate of \$950 per day, to be paid in installments in the same manner as other District administrative employees. [REDACTED] will only work on those days, and at those times, that she is directed to do so by the Superintendent and she will only be paid for those days, and those hours, that she actually works. In the event that [REDACTED] works less than at least an eight hour work day, the per diem rate will be prorated accordingly. Except for statutorily required benefits such as Workers' Compensation, FICA deductions and the like, [REDACTED] will not be provided with fringe

benefits (e.g., health insurance, sick days, vacation, *etc.*).

5. Certification. During the term of this Agreement, [REDACTED] will possess a valid New York State Education Department issued certificate to act as the Assistant Superintendent for Business.

6. Indemnification. Nothing set forth in this Agreement will constitute a waiver of any right [REDACTED] may have to indemnification and defense by the District pursuant to Education Law §§ 3023, 3028, 3811 and/or other applicable statutes. Nor will anything herein preclude the District from asserting defenses to any claim for indemnification and defense.

7. Distinguished Educator. Consistent with Education Law § 211-b(5)(a), the Assistant Superintendent will be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law § 211-c.

8. Prior Agreements. This Agreement constitutes the entire agreement between the District and [REDACTED] with respect to the terms and conditions of the [REDACTED] employment with the District and supersedes any and all other agreements, understandings and representations, written or oral by and between the parties.

9. At-Will Employment and Termination. Subject to the applicable requirements of the Education Law, if any, either the District or [REDACTED] may terminate this Agreement, at any time, for any reason or no reason, by giving the other party not less than 14 calendar days prior written notice.

10. Miscellaneous.

a. The invalidity or unenforceability of any provision hereof pursuant to federal or State law will in no way affect the validity or enforceability of any other provision of this Agreement.

b. This Agreement will be deemed to have been made in the State of New

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York, and its validity, construction and effect will be governed by the laws of the State of New York, except for choice of law provisions.

c. This Agreement will continue in full force and effect during the term of the [REDACTED] employment, unless otherwise terminated, modified, or extended in accordance with the provisions of this Agreement or by subsequent written agreement ratified by the Board and executed by the parties.

d. Nothing in this Agreement will be deemed to be a guarantee of employment for [REDACTED] for the term of this Agreement, or to restrict the District from terminating her employment in accordance with applicable law, rules and regulations, if any.

e. This Agreement constitutes the full and complete agreement between the parties and supersedes all previous agreements, verbal or written, to the matters contained herein.

f. The provisions of this Agreement are subject to ratification by the Board of Education. If the Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against either party by virtue of its having entered into it.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as written above.

HAUPPAUGE UNION FREE SCHOOL DISTRICT

By: 

[REDACTED]