

RECEIVED

DEC 03 2019

Office of the
Superintendent

AGREEMENT made this 3rd day of Dec., 2019, by and between the BOARD OF EDUCATION, IRVINGTON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 6 Dows Lane, Irvington, NY 10533 (hereinafter referred to as the BOARD) and MS. MARY ELLIS, (hereinafter referred to as the INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES and/or MS. ELLIS) residing at 75 Wood Street, Mahopac, New York 10541.

WHEREAS, the BOARD is desirous of employing MS. ELLIS as its INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES for the term of employment more particularly set forth herein, and

WHEREAS, MS. ELLIS has agreed to work in the capacity of INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES, effective January 6, 2020 through June 30, 2020; and

WHEREAS, MS. ELLIS has been appointed as the INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES pursuant to the Education Law of the State of New York, effective January 6, 2020; and

WHEREAS, MS. ELLIS has been fully informed that said appointment is made solely pursuant to this contract and that as a condition of employment, she herewith waives the applicability of any and all provisions of the Education Law of the State of New York granting her rights regarding appointment to probation and/or tenure and discharge proceedings, including, but not limited to Sections 2510, 3013, 3019, 3019-a, 3020, 3020-a, and 3031 of the Education Law.

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

1. **Term of Employment**

MS. ELLIS shall be employed in the position of INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES pursuant to this Agreement from January 6, 2020 through June 30, 2020, subject to certain restrictions set forth in this paragraph. MS. ELLIS shall be employed on an "at will" basis. The BOARD may terminate the employment of the INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES upon thirty (30) days' written notice to the INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES. The INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES may terminate this Agreement and resign her position upon thirty (30) days' written notice to the BOARD.

2. **Compensation**

MS. ELLIS shall be compensated at the rate of \$90,000 for the term of her employment, i.e., January 6, 2020 through June 30, 2020. Said rate shall be paid to MS. ELLIS in periodic equal installments. The BOARD shall withhold any applicable taxes and social security withholdings from payments made to MS. ELLIS.

3. **Benefits and Working Conditions:**

- a. The work year for MS. ELLIS shall be that of a twelve (12) month employee prorated from January 6, 2020 through June 30, 2020. MS. ELLIS shall work each regular workday from January 6, 2020 through June 30, 2020, including recess periods except for use of paid leave days, weekends, President's Day and Memorial Day. Paid leave days (as set forth in sub-paragraphs (b) through (d) below) may not be used for outside employment and/or consultation wherein any compensation and/or benefit(s) are offered to and/or accepted by MS. ELLIS. The work day for MS. ELLIS shall be consistent with the work day of other similarly situated administrators.
- b. The Board shall provide vacation benefits as follows:
 1. MS. ELLIS shall receive five (5) vacation leave days effective January 6, 2020. Vacation leave must be utilized during school recess periods and said use may not interfere with the completion of MS. ELLIS' job responsibilities. In the event MS. ELLIS is unable to utilize said vacation leave days during school recess periods due to job responsibilities, she may, upon the prior approval of the Superintendent of Schools, use said vacation leave at other times during the year. Said vacation leave shall be made available effective February 1, 2020 with the understanding that if MS. ELLIS leaves the DISTRICT prior to June 30, 2020, any such vacation leave time shall be prorated and MS. ELLIS shall be required to reimburse the DISTRICT for any difference based upon her per diem rate;
 2. Upon separation from employment with the DISTRICT, MS. ELLIS shall not be entitled to receive any cash payment for unused vacation leave days.
- c. MS. ELLIS shall receive three (3) sick leave days effective January 6, 2020. Upon separation from employment with the DISTRICT, MS. ELLIS shall not be entitled to receive any cash payment for unused sick leave days.
- d. MS. ELLIS shall receive one (1) personal leave day per year effective January 6, 2020 for the purpose of transacting personal business which cannot be conducted at any time other than during regular work hours. MS. ELLIS may utilize said day upon the prior approval of the Superintendent of Schools. Upon separation from employment with the DISTRICT, MS. ELLIS shall not be entitled to receive any cash payment for unused personal leave days.

4. **Other Benefits**

The parties herewith acknowledge that no additional benefits shall be provided to MS. ELLIS other than those specifically provided pursuant to this Agreement. Specifically, MS. ELLIS shall not be entitled to any fringe benefits, including, but not limited to any insurance coverage, pension or retirement contributions.

5. **Interim Director's Duties and Responsibilities**

MS. ELLIS, as INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES, shall have the power and obligation to perform all those duties and to accept all those responsibilities as are normally associated with the position of INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES and as are 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 Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto, and as are specified in the Policy Manual of the BOARD. The SUPERINTENDENT OF SCHOOLS may, from time to time, prescribe additional duties and responsibilities. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES.

6. **Certification and Citizenship**

The INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES shall possess a valid certificate to act as the INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES in the State of New York during the term of her employment with the District. The INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES has presented proof of her United States citizenship to the BOARD.

7. **Reimbursement**

The INTERIM ASSISTANT SUPERINTENDENT FOR INSTRUCTION AND HUMAN RESOURCES will be reimbursed for actual business expenses, within budgetary limitation, which she incurs in the course of her work for the Board. All expenditures shall conform to the District's policies and guidelines.

8. **Waiver**

MS. ELLIS herewith knowingly waives any and all rights she may have otherwise had to claim tenure by estoppel or acquiescence, or that she is otherwise entitled to appointment to a probationary period and the accrual of tenure in her position and the EMPLOYEE specifically and knowingly waives any and all rights she may have arising under Sections 2510, 3012, 3013, 3019-a, 3020-a, 3031 and other similar provisions of the Education Law of the State of New York.

9. **Written Agreement**

MS. ELLIS has had all the terms and conditions of this Agreement clearly explained, and now freely consents to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with its provisions or by an agreement in writing by the parties.

10. **Severability**

If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

11. **Applicable Law**

This Agreement has been entered into and shall be governed under and in accordance with the laws of the State of New York.


12. **Board Approval**

This Agreement is subject to approval by the Board of Education pursuant to a duly adopted resolution.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION
IRVINGTON UNION FREE SCHOOL
DISTRICT

Dated: 12/6/19

By: 
MR. BRIAN FRIEDMAN
President, Board of Education

Dated: 11/25/19


MS. MARY ELLIS