

Agreement for Interim Assistant Principal

This **AGREEMENT** made this 24th day of August 2022 by and between the Board of Education of the Pelham Union Free School District (hereinafter the “Board”), the governing body of the Pelham Union Free School District (hereinafter the “District”), having its administrative offices located at The Sanborn Map Building, 629 Fifth Avenue, Pelham, New York 10803, and Richard Leprine (hereinafter “Mr. Leprine”), residing at 2 Meetinghouse Hill Circle, New Fairfield, CT 06812.

WITNESSETH

WHEREAS, the Board desires to hire an Interim Assistant Principal to oversee Pelham Memorial High School until the probationary replacement of Mrs. Bethany Antonelli is hired; and

WHEREAS, Mr. Leprine desires to serve as Interim Assistant Principal; and

WHEREAS, the Board has appointed Mr. Leprine to serve as Interim Assistant Principal commencing August 24, 2022, and the parties wish to confirm the terms and conditions under which Mr. Leprine shall serve the District;

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

1. The Board and Mr. Leprine agree that, pursuant to the resolution of the Board on August 24, 2022, Mr. Leprine shall be employed by the Board as Interim Assistant Principal from August 24, 2022, through and including October 11, 2022, unless earlier terminated as provided for in this Agreement. Mr. Leprine will be responsible for all duties normally associated with the Assistant Principal position.
2. Mr. Leprine will be paid \$750.00 per each full day worked as Interim Assistant Principal (prorated for partial days) during the term set forth above, less applicable taxes, withholdings and/or deductions, which shall be payable in accordance with the payroll practices of the District.
3. Mr. Leprine shall be reimbursed for reasonable business expenses and mileage incurred which are necessary or appropriate to the performance of his duties as Interim Assistant Principal, subject to the submission of original, itemized, paid receipts/mileage vouchers, in accordance with the Board’s policies and guidelines of the District.
4. The Board shall be responsible for withholding taxes and social security payments from payments made to Mr. Leprine. Mr. Leprine shall not be entitled to any other

fringe benefits of any kind, including, but not limited to, holidays, insurance (health, dental, disability, life, etc.), pension or retirement contributions.

5. Mr. Leprine shall furnish and maintain through the length of this Agreement a valid appropriate certificate to serve as a building administrator in the State of New York.
6. Mr. Leprine agrees to devote his full time, skill, labor and attention to his employment as Interim Assistant Principal during the term of this Agreement; provided, however, that by advance notice to the Superintendent of Schools and the Board, he may undertake consultive work, speaking engagement, graduate teaching, lecturing or other professional duties or obligations to the extent that same does not interfere with his duties as Interim Assistant Principal. Any such consultive work, speaking engagements, graduate teaching, lecturing or other professional duties or obligations shall occur outside Mr. Leprine's regular workday, unless expressly authorized by the Superintendent of Schools. Mr. Leprine shall report to the Superintendent of Schools and Board on all such services and may be required to provide an accounting of fees, royalties or other earnings attributable to such activities.
7. This Agreement may be terminated, and Mr. Leprine's appointment and employment shall cease prior to the expiration of this Agreement, as follows:
 - a. Termination by Either Party – Either party may terminate this Agreement upon fifteen (15) calendar days' written notice to the other party. In the event of such termination, this Agreement shall become null and void as of the termination date stated in the notice and the respective duties, rights and obligations hereunder shall terminate as of such date.
 - b. Notice – Any notice or other communication to be provided pursuant to this section shall be in writing and delivered to the addresses first set forth above by personal delivery, by facsimile transmission, by postage prepaid first-class mail or by a nationally recognized overnight courier. Notice will be deemed given immediately upon personal delivery; immediately upon successful fax transmission; four (4) business days following the date on which such notice is mailed by first class mail in accordance with this section; or the next business day following the date on which such notice is sent by nationally recognized overnight courier. If either party changes his/its address for receipt of notice it is the party's responsibility to so notify the other, in writing. In the event of termination, the Board shall make payment to Mr. Leprine for any days worked by him prior to the effective date of termination for which he has not been paid by the Board. Such payment shall be made by the Board by check mailed to Mr. Leprine within fifteen (15) calendar days after the effective date of termination.
8. Should the Board wish to extend Mr. Leprine's employment as Interim Assistant Principal, it will inform him of same by October 1, 2022. Mr. Leprine's employment as Interim Assistant Principal may only be extended in writing, as an amendment to this Agreement or in a new employment agreement between the parties.

9. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement contains all the terms between the parties and may not be amended or modified except by written agreement signed by the parties.
10. If it is held by a court of competent jurisdiction that a specific clause in this Agreement is illegal or unenforceable under federal or state law, the remainder of this Agreement shall nonetheless remain in force.
11. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.
12. The District shall indemnify, save and hold harmless Mr. Leprine 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 Section 18 of the Public Officers Law of the State of New York applicable to employees and officers of the District.
13. This Agreement is contingent upon the issuance of any approvals and/or waivers by the New York State Commissioner of Education and/or New York State Teachers Retirement System which may be necessary to allow Mr. Leprine to perform the services described herein, if any.
14. This Agreement shall not be binding on the Board unless and until it is approved by way of formal resolution at a duly convened public meeting of the Board.

Date: August 24, 2022

<p>BOARD OF EDUCATION PELHAM UNION FREE SCHOOL DISTRICT</p> <p>_____</p> <p>By: Michael Owen-Michaane, President</p> <p>Dated: _____</p>	<p>_____</p> <p>Richard Leprine</p> <p>Dated: _____</p>
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