

AGREEMENT made June 17, 2020, by and between the BOARD OF EDUCATION, SYOSSET CENTRAL SCHOOL DISTRICT, with offices for the transaction of business located at 99 Pell Lane, Syosset, New York (hereinafter referred to as the BOARD) and Charlie Cardillo (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the BOARD is desirous of employing Charlie Cardillo as an Interim Deputy Superintendent of Schools for the term of employment more particularly set forth herein, and

WHEREAS, Charlie Cardillo was appointed Interim Deputy Superintendent of Schools pursuant to the Education Law of the State of New York, effective September 1, 2020;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment.

The Employee's term of employment shall commence on September 1, 2020 and will continue until June 30, 2021. The BOARD has the option of terminating the employment of the Employee upon fourteen (14) days' written notice to him. The work year for the Employee shall be up to 5 days per week as agreed to by the Superintendent of Schools.

2. Interim Deputy Superintendent's Duties and Responsibilities.

The Employee shall be required to perform all those duties and to accept all those responsibilities of Interim Deputy Superintendent of Schools 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 BOARD may, from time to time, prescribe additional duties and responsibilities to the Employee. If additional duties and responsibilities are assigned, the same shall be in character and consistent with the position of Interim Deputy Superintendent of Schools.

3. Certification, Citizenship and Waiver.

The Employee shall possess a valid certificate to act as a school district administrator in the State of New York during the term of his employment with the District. The Employee has presented proof of his United States citizenship to the BOARD.

4. Compensation.

The Employee's daily rate of pay shall be \$850.00 for days actually worked by the Employee.

5. Limitation of Benefits.

Other than those benefits required by statute such as workers' compensation benefits, or benefits provided to the Employee, the Employee shall receive no fringe benefits incident to his employment hereunder including but not limited to dental care benefits, vacation, sick leave, personal leave and other forms of insurance.

6. Inability to Perform.

Should the Employee be unable to perform his duties by reason of illness, accident or other cause beyond his control and said disability continues for a period of more than one (1) month and if such disability appears to be permanent, irreparable or of such nature as in the judgment of the BOARD will make the performance of his duties impossible, the BOARD may, at its option, terminate this Agreement whereupon the respective duties, rights and obligations herein shall terminate.

7. Indemnification and Legal Representation.

In addition to those rights provided by law, the BOARD agrees to provide legal counsel and to indemnify the Employee against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person, or damage to the property of any person, committed while the Employee is acting within the scope of his employment, or under the direction of the BOARD. This obligation shall supplement and be in addition to any rights which the Employee may have arising under the laws of the State of New York including, but not limited to Education Law §§3023, 3028, 3811, 3813 and Section 18 of the Public Officers Law.

8. Written Agreement.

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.

9. 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.


10. 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.

BOARD OF EDUCATION
SYOSSET CENTRAL SCHOOL DISTRICT

Dated:

By:



TRACY FRANKEL
President, Board of Education

Dated:

By:



CHARLIE CARDILLO