

## **INTERIM SUPERINTENDENT AGREEMENT**

This Interim Superintendent Agreement is made as of the 31<sup>st</sup> day of March, 2022, between the Board of Education of the Scarsdale Union Free School District with its offices located at 2 Brewster Road, Scarsdale, New York 10583 (hereinafter referred to as the “District” or “Board”) and Dr. Andrew Patrick, (hereinafter referred to as the “Interim Superintendent” or “Dr. Patrick”).

### **RECITALS**

**WHEREAS**, Dr. Patrick currently serves as the District’s Assistant Superintendent for Human Resources & Leadership Development; and

**WHEREAS**, Dr. Patrick’s terms and conditions of employment as the Assistant Superintendent for Human Resources & Leadership Development are set forth in a Letter dated June 15, 2021, entitled “Terms and Conditions of Employment 2021-22 School Year” (the “Employment Letter”); and

**WHEREAS**, Dr. Patrick has agreed to serve as Interim Superintendent of Schools during the period between July 1, 2022 and June 30, 2023, while the District undertakes a search for a permanent Superintendent of Schools; and

**WHEREAS**, the parties desire to enter into a written Agreement whereby the District will provide Dr. Patrick with the following terms and conditions of employment as Interim Superintendent of Schools, for a period beginning July 1, 2022, and terminating June 30, 2023, unless earlier terminated by the parties;

**NOW, THEREFORE**, it is hereby agreed by and between the parties thereto as follows:

### **AGREEMENT**

1. **Effective Date.** The obligations set forth in this Agreement shall become binding upon the Board’s adoption of a resolution ratifying this Agreement.
2. **Leave of Absence from Current Position.** During the time he serves as Interim Superintendent, Dr. Patrick shall be on a leave of absence from his position as the District’s Assistant Superintendent for Human Resources & Leadership Development. Dr. Patrick shall be entitled to return to that position as soon as his service as Interim Superintendent ends. For purposes of calculating all employment benefits and entitlements pursuant to the Employment Letter, Dr. Patrick’s period of service as Interim Superintendent shall be considered to have also

been full-time service as Assistant Superintendent for Human Resources & Leadership Development upon his return thereto.

3. **Offer and Acceptance of Appointment and Duties.** By executing this Agreement, Dr. Patrick hereby accepts the appointment as Interim Superintendent of Schools and agrees to devote his time, energy and attention to the business of the District, and to perform to the best of his ability all of the duties of such office as are more fully set forth in Section 1711 of the Education Law of the State of New York, other statutes of the State of New York, the Rules and Regulations of the New York State Commissioner of Education or New York State Board of Regents and the Policy Manual of the Board of Education. The Interim Superintendent further agrees that he shall be under the direction and control of the Board of Education, which shall from time to time prescribe such other duties as it may determine. Further, the Interim Superintendent recognizes that he shall fulfill all those duties and functions required to ensure sound fiscal and educational management of the District.

4. **Certification.** The Interim Superintendent warrants and represents that he possesses a valid certificate to act as a Superintendent of Schools in the State of New York during the term of the employment with the District.

5. **Distinguished Educator.** Consistent with and pursuant to New York Education Law Sections 211-b and 211-c, the Interim Superintendent shall cooperate fully with any distinguished educator(s) appointed by the Commissioner of Education.

6. **Base Salary.** As compensation for his duties and responsibilities during his service as Interim Superintendent for the period from July 1, 2022 through June 30, 2023, the District agrees to pay Dr. Patrick a base annual salary of \$300,000.00, less any required payroll deductions, pro-rated for actual time served.

7. **Salary Payments and Deductions.** Salary payments will be subject to federal and state withholding, FICA contribution and any other applicable payroll deductions. Payment shall be made on a payroll basis on regular District payroll dates, to the extent possible.

8. **Benefits and Paid Leave Days.** During his period of service as Interim Superintendent, Dr. Patrick's entitlement to employee benefits (Health Insurance, Dental/Vision Insurance, Long Term Disability Insurance, Life Insurance, Workers Compensation, Medical Examination), holidays, vacation, sick time, personal leave, and other paid time off shall continue to be governed by the terms of the Employment Letter, the terms of which are hereby

incorporated by reference. Dr. Patrick's service as Interim Superintendent shall count as District service towards eligibility for health insurance into retirement.

9. **Term of Services and Termination.** The term of this Agreement shall begin as of July 1, 2022 and shall extend to June 30, 2023 or the effective date of appointment of a permanent Superintendent of Schools, whichever occurs first, unless terminated earlier by either party as set forth below.

This Agreement may be terminated by either party for any reason with or without cause upon thirty (30) calendar days' written notice to the other. In such event, the District shall have no obligations pursuant to this Agreement beyond the effective date of termination of this Agreement.

Upon termination of this Agreement, the Interim Superintendent shall have the right to return to his position as the District's Assistant Superintendent for Human Resources & Leadership Development and shall be entitled to receive the salary, including any increases approved by the Board, and all employment related benefits and paid leave incumbent to that position as set forth in the Employment Letter. All benefits which accrued to the Interim Superintendent in his employment as Assistant Superintendent for Human Resources & Leadership Development shall be reinstated and/or continued.

10. **Applicable Law.** This Agreement is subject to all applicable laws, rules, regulations, decisions and any final binding order of the courts or the Commissioner of Education, which may impact its terms. The invalidity or unenforceability of any portion hereof shall in no way affect the validity or enforceability of any other provision.

11. **Indemnification.** The District agrees to indemnify and hold Dr. Patrick harmless during the term of his employment as Interim Superintendent to the extent provided by the Education Law and/or the Public Officer's Law.

12. **Amendment.** This instrument represents the sole Agreement between the parties hereto, and may not be amended except by a further Agreement in writing duly adopted and signed by both parties.

*(Signatures on Next Page)*

IN WITNESS WHEREOF, the parties hereto have set their hand and seals as of the day and year first above written.

BOARD OF EDUCATION OF THE  
SCARSDALE SCHOOL DISTRICT

4/6/2022  
Date

By: Karen Ceske  
Karen Ceske

STATE OF NEW YORK ) ss.:  
COUNTY OF WESTCHESTER )

On the 6<sup>th</sup> day of April in the year 2022, before me, the undersigned, personally appeared KAREN CESKE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual and whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAROLYN ROSSETTI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6351567  
Qualified in Westchester County  
My Commission Expires 12-05-2024

Carolyn Rossetti  
Notary Public

3/31/2022  
Date

DR. ANDREW PATRICK  
[Signature]  
Dr. Andrew Patrick

STATE OF NEW YORK ) ss.:  
COUNTY OF WESTCHESTER )

On the 31 day of March in the year 2022, before me, the undersigned, personally appeared DR. ANDREW PATRICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual and whose name is subscribed to the within instrument and acknowledged to me that she executed the same, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Carolyn Rossetti  
Notary Public

CAROLYN ROSSETTI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6351567  
Qualified in Westchester County  
My Commission Expires 12-05-2024