

AGREEMENT made this 9<sup>th</sup> day of July, 2021, by and between the BOARD OF EDUCATION, PORT JEFFERSON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 550 Scraggy Hill Road, Port Jefferson, New York 11777 (hereinafter referred to as the BOARD), and James J. Nolan residing at hereinafter referred to as the INTERIM PRINCIPAL).

**WITNESSETH:**

*WHEREAS*, the BOARD is desirous of employing Mr. James J. Nolan as an INTERIM PRINCIPAL at Port Jefferson Middle School for the term of employment more particularly set forth herein; and

*WHEREAS*, Mr. James J. Nolan will be appointed INTERIM PRINCIPAL of the Port Jefferson Middle School pursuant to the Education Law of the State of New York, effective August 1, 2021;

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

1. **Term of Employment:** The INTERIM PRINCIPAL's term of employment shall commence on August 1, 2021, and will continue until a date to be subsequently determined but not later than June 30, 2022. The BOARD has the option of terminating the employment of the INTERIM PRINCIPAL upon seven (7) days written notice to the INTERIM PRINCIPAL.

2. **Duties and Responsibilities:** Mr. James J. Nolan, as INTERIM PRINCIPAL, 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 Principal of Port Jefferson Middle School 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 specified in the Policy Manual of the BOARD. The BOARD 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 PRINCIPAL.

3. **Certification, Citizenship and Waiver:**

a. The INTERIM PRINCIPAL shall possess a valid certificate to act as a PRINCIPAL in the State of New York during the term of his employment

with the District. The INTERIM PRINCIPAL has presented proof of his United States citizenship to the BOARD.

- b. The INTERIM PRINCIPAL represents that his employment in the District will require the District to obtain a "waiver" from the Commissioner of Education permitting the continued employment of the INTERIM PRINCIPAL, who is a retiree under the New York State Teachers Retirement System. The District and the INTERIM PRINCIPAL will cooperate in the process of submitting the required information necessary for the application for said waiver.

4. **Compensation:** Effective August 1, 2021, The INTERIM PRINCIPAL's daily rate of pay shall be in the amount of \$700.00 for days worked. Said sum shall be paid in periodic equal installments.

5. **Work Year and Vacation:** The work year for the INTERIM PRINCIPAL shall be from August 1, 2021, to a date to be determined, but not later than June 30, 2022, except for school holidays and recess periods, unless he is requested by the Superintendent to work during the recess period. Upon termination from employment, the INTERIM PRINCIPAL shall not be compensated for any claim for payment for anything other than days actually worked.

6. **Inability to Perform:** Should the INTERIM PRINCIPAL 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 INTERIM PRINCIPAL 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 INTERIM PRINCIPAL 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 INTERIM PRINCIPAL 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.

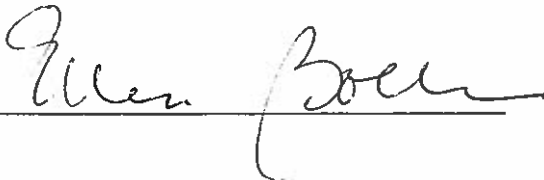
9. **Severability:** If any provision of this Agreement is determined to be contrary to law, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect.

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.

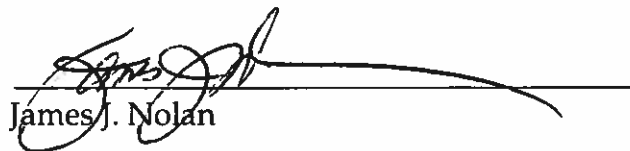
*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals the day and year first above set forth.

President, Board of Education  
Port Jefferson Union Free School District

Dated: 8/18/21

By: 

Dated: 8/18/21

  
James J. Nolan