

EMPLOYMENT AGREEMENT

AGREEMENT made as of February 8, 2022, by and between the Board of Education of the Irvington Union Free School District, Irvington, New York, hereinafter referred to as the "BOARD" or the "DISTRICT" and Dr. Kristopher Harrison, residing at [REDACTED], hereinafter referred to as the "SUPERINTENDENT."

WHEREAS, the BOARD at its regular meeting held on the 16th day of February, 2012, by resolution duly adopted, had appointed Dr. Kristopher Harrison as Superintendent of Schools for the period commencing July 1, 2012, and terminating on June 30, 2017, subject to Article VII; and

WHEREAS, on the 8th day of September, 2015, the BOARD and the SUPERINTENDENT entered into another Employment Agreement employing him as its Superintendent of Schools for the period commencing July 1, 2015, and terminating on June 30, 2019, subject to Article VII; and

WHEREAS, on the 18th day of April, 2017, the BOARD and the SUPERINTENDENT entered into another Employment Agreement employing him as its Superintendent of Schools for the period commencing July 1, 2017, and terminating on June 30, 2022, subject to Article VII.

WHEREAS, on the 12th day of January, 2021, the BOARD and the SUPERINTENDENT entered into another Employment Agreement employing him as its Superintendent of Schools for the period commencing July 1, 2020, and terminating on June 30, 2024, subject to Article VII.

WHEREAS, on the 8th day of February, 2022, the BOARD and the SUPERINTENDENT entered into another Employment Agreement employing him as its Superintendent of Schools for the period commencing February 8, 2022, and terminating on February 7, 2027, subject to Article VII.

ARTICLE I - Term of Employment

The SUPERINTENDENT'S term of employment shall be for five (5) years, commencing on February 8, 2022, and terminating on February 7, 2027, unless further extended or sooner terminated as hereinafter provided.

ARTICLE II -SUPERINTENDENT'S Duties and Responsibilities

1. The SUPERINTENDENT shall be the Chief Executive Officer of the DISTRICT and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statutes of the State of New York, or by rule or regulation of the BOARD of Regents or Commissioner of Education.

2. Without limiting the foregoing, the SUPERINTENDENT shall have the specific authority, right and responsibility, subject to BOARD review and approval, to:

- (a) organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel; and
- (b) make recommendation to the BOARD of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel; and
- (c) supervise and direct associate, assistant and other SUPERINTENDENTS, directors, supervisors, principals, teachers, and all other persons employed in either the business management or the instructional activities of the DISTRICT; and
- (d) transfer teachers from one school to another, or from one grade of a course of study to another grade in such course; and
- (e) make recommendations on curriculum planning, or revisions of curriculum to the end that policies and procedures of the BOARD may be implemented; and
- (f) perform all other duties normally associated with the position of Superintendent of Schools; and
- (g) consistent with and pursuant to Education Law §211-b(5)(a), the SUPERINTENDENT shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

3. In addition, the SUPERINTENDENT shall:

- (a) throughout the term of this Agreement, hold a valid certificate to act as Superintendent of Schools in the State of New York, and that proof of said certification shall be furnished to the District Clerk on request. It is expressly understood that failure to hold and maintain such certification shall be cause for immediate termination of this Agreement and the employment of the SUPERINTENDENT; and
- (b) effectuate the policies of the BOARD and be accountable in connection therewith to the BOARD; and
- (c) keep the BOARD advised of all matters concerning the administration of the DISTRICT, including but not limited to, and with particular emphasis to those matters relating to discipline, personnel relations, finances, the status of the approved goals of the BOARD, if any, and the DISTRICT'S Strategic Plan; and
- (d) the SUPERINTENDENT shall advise the BOARD of his desire to extend or renew this Agreement prior to twelve (12) months before its expiration

and the BOARD agrees that it will notify the SUPERINTENDENT in writing twelve (12) months in advance as to whether it intends to renew the appointment and employment of the SUPERINTENDENT. The failure of the BOARD to make such notice by February 8, 2026 shall not be construed as an extension or renewal.

4. The BOARD may, from time to time, prescribe additional duties and responsibilities for the SUPERINTENDENT; provided, however, that:

- (a) the BOARD shall not, without the SUPERINTENDENT'S written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authorities specified above; and
- (b) all additional duties and responsibilities prescribed by the BOARD are consistent with those normally associated with the position of Superintendents of Schools in the State of New York.

5. With respect to their relationship to one another and the determination of the respective powers and duties, the parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the BOARD of Regents and the Commissioner of Education of the State of New York.

6. The SUPERINTENDENT further agrees to devote his full time, skill, labor and attention to his employment as SUPERINTENDENT during the term of this Agreement, provided, however, that by advance agreement with the BOARD, he may undertake consultative work, speaking engagements, graduate teaching, lecturing or other professional duties or obligations to the extent same shall not interfere with his duties as SUPERINTENDENT. Any such consultative work, speaking engagements, graduate teaching, lecturing or other obligations that are outside the SUPERINTENDENT'S normal duties shall occur outside the regular work day, unless expressly authorized by the BOARD. In the event the SUPERINTENDENT shall receive compensation from an outside agency for such consultative work, speaking engagements, lecturing or other professional duties, for an entire day or any part thereof, the SUPERINTENDENT shall apply vacation time thereto.

ARTICLE III: COMPENSATION AND BENEFITS

1. Compensation

- (a) The SUPERINTENDENT'S base annual salary (July 1, 2021-June 30, 2022) for the period from February 8, 2022 to June 30, 2022 shall be at the rate of Two Hundred Eighty-Five Thousand Five Hundred and Three Dollars (\$285,503; prorated from February 8, 2022 to June 30, 2022);

- (b) The SUPERINTENDENT'S base annual salary for the period from July 1, 2022 to June 30, 2023 shall be at the rate of Two Hundred Eighty-Five Thousand Five Hundred and Three Dollars (\$285,503);
- (c) The SUPERINTENDENT'S base annual salary for the period from July 1, 2023 to June 30, 2024 shall be at the rate of Two Hundred Eighty-Eight Thousand Three Hundred and Fifty-Eight Dollars (\$288,358);
- (d) The SUPERINTENDENT'S base annual salary for the period from July 1, 2024 to June 30, 2025 shall be at the rate of Two Hundred Ninety-One Thousand Two Hundred and Forty-Two Dollars (\$291,242);
- (e) The SUPERINTENDENT'S base annual salary for the period from July 1, 2025 to June 30, 2026 shall be at the rate of Two Hundred Ninety-Four Thousand One Hundred and Fifty-Four Dollars (\$294,154);
- (f) The SUPERINTENDENT'S base annual salary (July 1, 2026-June 30, 2027) for the period from July 1, 2026 to February 7, 2027 shall be at the rate of Two Hundred Ninety-Seven Thousand and Ninety-Six Dollars (\$297,096; prorated from July 1, 2026 to February 7, 2027);
- (g) The foregoing shall be paid in equal installments in accordance with the rules of the BOARD governing salary payment to other DISTRICT administrative employees.

2. **403-b Contributions**-The BOARD shall make non-elective employer contribution(s) in the following amounts each school year to a designated IRC §403-b account selected by the SUPERINTENDENT.

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| (a) | 2021-22 | 1.83% percent of his base annual salary (prorated from February 8, 2022 to June 30, 2022); |
| (b) | 2022-23 | 1.83% percent of his base annual salary; |
| (c) | 2023-24 | 2.00% percent of his base annual salary; |
| (d) | 2024-25 | 2.17% percent of his base annual salary; |
| (e) | 2025-26 | 2.34% percent of his base annual salary; |
| (f) | 2026-27 | 2.50% percent of his base annual salary (prorated from July 1, 2026 to February 7, 2027) |

Said contribution shall be prorated in the event the SUPERINTENDENT provides less than a full year of service to the DISTRICT during the 2022-23 through 2025-26 school years. Effective January 12, 2021, said contribution shall be payable in two (2) equal installments with the first installment payable on or about July 1st and the second installment payable on June 30th of each school year. Effective January 12, 2021, in the event the SUPERINTENDENT fails to provide the requisite eight (8) months' notice of resignation as set forth in Article VII below, he will forfeit fifty percent (50%) of the contribution amount(s) owed pursuant to this Agreement.

3. **Sick Leave**-The SUPERINTENDENT shall receive twelve (12) sick days per year effective July 1st of each school year. For the 2021-22 school year said days shall be prorated from February 8, 2022 to June 30, 2022. For the 2026-27 school year said days shall be prorated from July 1, 2026 to February 7, 2027. Sick days may be accrued up to a maximum of two hundred (200) days for use by the SUPERINTENDENT for personal illness or illness of the SUPERINTENDENT'S immediate family.

4. **Personal Leave**-The SUPERINTENDENT shall receive three (3) personal leave days per year, effective July 1st of each school year, for the purpose of attending to urgent personal business which cannot be completed on a day or time other than during the regular workday (i.e. graduation, essential legal transactions, hospitalization of family members, etc.). For the 2021-22 school year said days shall be prorated from February 8, 2022 to June 30, 2022. For the 2026-27 school year said days shall be prorated from July 1, 2026 to February 7, 2027. The SUPERINTENDENT shall notify the BOARD in the event personal leave is taken.

5. **Health Insurance**-The BOARD shall pay 80% of the premium cost for the District's health insurance plan for family, two person or individual coverage. Effective February 8, 2022, the BOARD shall pay 77.5% of the premium cost for said coverage. Effective July 1, 2022, the BOARD shall pay 77% of the premium cost for said coverage. Effective July 1, 2023, the BOARD shall pay 76.5% of the premium cost for said coverage. Effective July 1, 2024, the BOARD shall pay 76% of the premium cost for said coverage. Effective July 1, 2025, the BOARD shall pay 75.5% of the premium cost for said coverage. Effective July 1, 2026, the BOARD shall pay 75% of the premium cost for said coverage. Upon resignation from the DISTRICT for the purpose of retirement and upon the SUPERINTENDENT's receipt of retirement benefits from the New York State Retirement System, the SUPERINTENDENT will be permitted to continue coverage under the DISTRICT's health insurance plan for family, two person or individual coverage. In order to be eligible for health insurance coverage into retirement, the SUPERINTENDENT must: (1) serve a minimum of ten (10) consecutive years of service as SUPERINTENDENT; and (2) retire in accordance with the applicable rules and regulations of the New York State Retirement System; and (3) retire from the DISTRICT directly into the New York State Retirement System. The parties herewith acknowledge that effective July 1, 2022 the SUPERINTENDENT will have completed ten (10) consecutive years of service as SUPERINTENDENT. The SUPERINTENDENT shall contribute 25% of the premium cost for family, two person or individual health insurance coverage in retirement.

6. **Welfare Fund**-Effective February 8, 2022, the Board will pay \$1,200 in each year of this agreement as an additional fringe benefit. The application of these funds to additional fringe benefits shall be the responsibility of the SUPERINTENDENT. Payment will be made no later than October 15. Said sum shall be prorated in the event the SUPERINTENDENT provides less than a full year of service to the DISTRICT.

7. **Technology/Equipment**-The District shall provide the Superintendent of Schools with a laptop computer, tablet computer and wireless laser printer, for professional and reasonable personal use. The cost of providing said equipment shall not exceed \$2,000 per year and shall remain the property of the District. Said sum shall be prorated in the event the SUPERINTENDENT provides less than a full year of service to the DISTRICT.

8. **Expenses**-The SUPERINTENDENT is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to, expenses for travel and lodging in connection with the exercise of his duties as SUPERINTENDENT, including those instances wherein the SUPERINTENDENT is required to fulfill his job responsibilities late into the evening, not to exceed the amount budgeted by the BOARD:

- (a) Said sum shall include the cost of attendance at one national conference, one regional conference and state conferences and/or workshops as necessary;
- (b) The amount for dues for the SUPERINTENDENT'S membership in professional and local business/civic associations including but not limited to his membership in NYSCOSS, AASA, civic associations as appropriate and approved by the BOARD is subsumed within the expense allocation set forth in subsection (6) above.
- (c) If the SUPERINTENDENT seeks reimbursement for expenses incurred in the performance of his duties, he shall present itemized receipts for such

expenditures.

ARTICLE IV: VACATIONS

The SUPERINTENDENT shall receive twenty-four (24) annual vacation leave days effective July 1st of each school year. For the 2021-22 school year said days shall be prorated from February 8, 2022 to June 30, 2022. For the 2026-27 school year said days shall be prorated from July 1, 2026 to February 7, 2027. In the event the SUPERINTENDENT provides less than a full year of service to the DISTRICT in any other school year his vacation leave shall be prorated accordingly. Consecutive vacation days of four (4) or more shall be taken by the SUPERINTENDENT on dates mutually agreeable to him and the BOARD. The SUPERINTENDENT shall be permitted to carryover up to ten (10) vacation days per year. For the 2021-22 school year, the SUPERINTENDENT shall be permitted to cash in three (3) vacation days at the daily rate of 1/260th of his annual base salary. For the 2022-23 school year, the SUPERINTENDENT shall be permitted to cash in three (3) vacation days at the daily rate of 1/260th of his annual base salary. For the 2023-24 school year, the SUPERINTENDENT shall be permitted to cash in two (2) vacation days at the daily rate of 1/260th of his annual base salary. Effective July 1, 2024, the SUPERINTENDENT shall be permitted to cash in one (1) vacation day each year at the daily rate of 1/260th of his annual base salary.

ARTICLE V: WORK YEAR AND WORK WEEK.

The SUPERINTENDENT shall work the full year, including recess periods and during the summer, except for use of paid leave days, weekends and any state or national holidays. For the 2021-22 school year said work year shall be prorated from February 8, 2022 to June 30, 2022. For the 2026-27 school year said work year shall be prorated from July 1, 2026 to February 7, 2027.

ARTICLE VI: DISABILITY

The SUPERINTENDENT shall receive coverage under the District's existing disability plan for eligible staff members.

ARTICLE VII: TERMINATION

This Agreement may be terminated by written agreement between the BOARD and the SUPERINTENDENT, or by the resignation of the SUPERINTENDENT submitted in writing to the BOARD. The BOARD shall be given notice of resignation eight (8) months prior to the effective date of resignation. This Agreement may also be terminated, and the SUPERINTENDENT may be removed during the term hereof, upon the happening of either of the following events:

1. The SUPERINTENDENT is unable, by reasons of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of six (6) consecutive months beyond exhaustion of the SUPERINTENDENT'S accumulated sick leave entitlement; or

2. There exists just cause for the termination of the SUPERINTENDENT'S employment.

Hearing Procedures

- (a) Charges against the SUPERINTENDENT may only be brought by the BOARD and all such charges shall be in writing. The SUPERINTENDENT shall be entitled to a fair hearing on said charges, upon at least thirty (30) days notice, before an independent hearing officer. The hearing officer shall be selected by mutual agreement between the SUPERINTENDENT and the BOARD or, in the event no such agreement is reached within thirty (30) days after his receipt of the written charges, by appointment by the BOARD.
- (b) The SUPERINTENDENT may be suspended from the performance of his duties with pay and benefits during the pendency of such hearing and shall be entitled to due process protection at such hearing, including but not limited to representation by counsel, to documents, papers, letters, or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law from the hearing officer. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with applicable law.
- (c) Substantial criticisms or complaints which have not been previously revealed to the SUPERINTENDENT in accordance with the provisions of the Agreement shall not be admissible at such a hearing against the SUPERINTENDENT.

ARTICLE VIII: PERFORMANCE EVALUATION

1. The BOARD shall devote at least a portion of one (1) meeting during each fiscal year of the SUPERINTENDENT'S employment by the DISTRICT to an evaluation in executive session of his performance and working relationship with the BOARD. The evaluation(s) shall be based upon performance criteria mutually agreed upon by the parties. The SUPERINTENDENT shall be provided with a copy of the written evaluation at least seven (7) days prior to the executive session of the BOARD scheduled to discuss such evaluation with the SUPERINTENDENT. The performance evaluation shall be kept confidential by the BOARD members.

2. The BOARD shall promptly and discreetly refer to the SUPERINTENDENT for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the DISTRICT or the SUPERINTENDENT'S performance of his duties. The SUPERINTENDENT shall promptly and discreetly respond to the above.

ARTICLE IX: GENERAL PROVISIONS

1. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and sent by certified mail to the SUPERINTENDENT to his residence address on file in the DISTRICT'S office, and if to the BOARD, at its principal place of business.

2. This Agreement contains the entire understanding between the parties. No amendment, alteration, or modification may be made to this agreement unless such amendment, alteration or modification is in writing duly executed and approved by the parties.

3. In accordance with applicable law and Board policy, the DISTRICT agrees to provide legal counsel and to indemnify the SUPERINTENDENT against all uninsured financial loss arising out of any proceeding, 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 SUPERINTENDENT is acting within the scope of his employment or at the direction of the BOARD.

4. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such right or power at any other time or times.

5. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforcement of any other provisions.

6. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended by an agreement in writing executed by the parties, and shall supersede any other or prior agreements presently in effect between the parties hereto.

BOARD OF EDUCATION:

Dated: February 8, 2022

By: Brian Greene
BOARD PRESIDENT

SUPERINTENDENT:

Dated: February 8, 2022

By: Kristopher Harrison
DR. KRISTOPHER HARRISON