

3/28/2022

EMPLOYMENT AGREEMENT

AGREEMENT made this 29 day of March, 2022, by and between the Board of Education ("Board") of the Blind Brook-Rye Union Free School District ("District"), having its office at 390 North Ridge Street, Rye Brook, New York 10573, and Dr. Colin M. Byrne ("Superintendent").

WITNESSETH

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the District upon the terms and conditions of employment set forth herein; and

WHEREAS, the Superintendent has agreed to accept the Board's offer; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment.

NOW, THEREFORE, in consideration of the agreements set forth herein, and other good and valuable consideration, the parties agree as follows:

1. Offer of Employment

The Board, pursuant to Section 1711(3) of the New York Education Law, and in accordance with a resolution duly adopted at a meeting held on March 29, 2022 hereby agrees to employ Dr. Colin Byrne as Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent

The Superintendent hereby accepts said offer of employment and agrees to perform to the best of his ability the duties of such position.

3. Term of Employment

a. The Superintendent's term of employment, pursuant to this agreement, shall commence on July 1, 2022, and terminate on June 30, 2025, unless further extended or earlier terminated as provided herein.

b. Any extension of the term of the Superintendent's employment shall be in the form of a written amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

c. The Superintendent agrees to give the Board at least six (6) months' prior written notice of his intention to terminate this Agreement.

d. The Board of Education must give the Superintendent ninety (90) days' prior written notice of their intention to extend or renew his employment as Superintendent prior to the expiration of this Agreement. However, the failure to provide notice pursuant to this paragraph shall not act so as to renew or extend this contract beyond its expiration date.

4. Superintendent's Duties and Responsibilities

a. The Superintendent of Schools shall be the Chief Administrative Officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

(1) set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;

(2) specified in the Policy Manual of the Board;

(3) normally associated with the position of Superintendent of Schools;

(4) imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by Rule or Regulation of the Board of Regents or the Commissioner of Education.

b. The Board may, from time to time, modify the duties of the Superintendent, and/or prescribe additional duties and responsibilities, provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of Superintendent of Schools.

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

d. The Superintendent shall devote his time, skill, and labor and attention to said employment during the term of this contract provided, however, that the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other scientific or professional endeavors. In such instances, the Superintendent may receive compensation, remuneration, or honorarium from others.

e. The Superintendent shall possess during the term of this Agreement a valid and appropriate certification as defined in the Education Law to act as a superintendent of schools in the State of New York.

f. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend,

after receiving prior Board approval, appropriate professional meetings at the local, state and national level. The expenses of said attendance shall be incurred by the District. The Superintendent shall file an itemized statement with the District Clerk in accordance with Board policy.

5. Compensation

a. The Superintendent's base salary for the period July 1, 2022, to June 30, 2023, shall be at the annual rate of Two Hundred Sixty Thousand (\$260,000.00) Dollars, paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrators.

b. For the remaining two (2) years of Dr. Byrne's employment with the District, his annual base salary shall be as follows:

July 1, 2023, through June 30, 2024 – Two Hundred and Sixty-Seven Thousand Eight Hundred (\$267,800.00) Dollars.

July 1, 2024, through June 30, 2025 – Two Hundred Seventy-Five Thousand Eight Hundred Thirty-Four (\$275,834.00) Dollars.

c. Any increase in the Superintendent's base salary shall be in the form of a written addendum to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new Agreement, unless expressly stated in writing signed by both parties hereto.

6. Other Benefits

The Superintendent shall be provided with:

a. Family health insurance coverage for the Superintendent and his eligible family members in the New York State Employee's Health Insurance and Major Medical Plan ("NYSHIP") with dependent survivor coverage to be consistent with the NYSHIP rules or an

equivalent plan purchased by the Board of Education, for which the District shall contribute 78% of the premium for individual or family coverage.

b. Family dental and vision coverage shall be provided to Dr. Byrne through the Blind Brook-Rye Federation of Teachers Welfare Fund (“Welfare Fund”) with dependent survivor coverage to be consistent with that of the (“Welfare Fund”).

c. The Board shall continue to provide the current IRS Section 125 flexible spending plan, to the extent permitted by law, and permit the Superintendent to participate in said plan.

d. Insurance in Retirement – Eligibility for retiree health insurance for the Superintendent shall be as follows:

1. Minimum fifty-five (55) years of age upon retirement into the New York State Teachers’ Retirement System and permanent retirement from the Blind Brook-Rye UFSD as Superintendent.
2. A minimum of twenty-five (25) years of service as an educator, including as a teacher, building or district administrator or, in the alternative, a minimum of fifteen (15) years of experience as a building administrator or district administrator of which five (5) years must be as an administrator for the Blind Brook-Rye Union Free School District.
3. The Superintendent’s retiree contribution level toward the applicable premium shall be as follows:
 - After 12 years of service as an administrator at Blind Brook – the amount paid in the last year of service for family coverage.
 - After 17 years of service as an administrator at Blind Brook – no contribution for family coverage.
4. Payment of this benefit is specifically contingent upon the Superintendent permanently retiring from the New York State Teachers’ Retirement System simultaneously with his retirement from the District.

7. Car Allowance

The Superintendent shall be entitled to a car allowance in the sum of Two Thousand Four Hundred (\$2,400), payable monthly at the rate of Two Hundred (\$200) Dollars. The Superintendent shall not be paid separately for mileage associated with District business.

8. Vacation Leave and Holidays

a. Dr. Byrne shall be entitled to a maximum of twenty-eight (28) days of vacation with pay for each school year served hereunder, credited each July 1st. Vacation days will not be charged for Saturdays, Sundays, and/or holidays.

b. The time of such vacation shall be taken within the twelve (12) months of the year in which it is credited (i.e., by the end of the school year) and shall be subject to the approval of the Board. Vacations of more than five (5) consecutive days shall be taken by the Superintendent at a time that is mutually agreed upon in writing between the Board and the Superintendent. Vacations of five (5) consecutive days or fewer shall be taken on notice to the President of the Board. The parties expressly agree that authorized absences during school recess periods (other than paid holidays as set forth herein) shall be charged to vacation entitlement. Should Dr. Byrne leave the employ of the District during the school year, the number of vacation days permitted for that year will be pro-rated (2.33 days per month) with any days already used in excess of the pro-rated amount, to be returned as a deduction from Dr. Byrne's salary.

c. Dr. Byrne may, with the approval of the Board, carry over no more than fifteen (15) unused vacation days from a previous year. At no time may the total of accrued unused vacation, including accruals credited at the commencement of each contract year, exceed forty- three (43) days. Except as outlined in Sections (d) and (e) below, no payment(s) shall

be made for unused vacation time either during, or at, the conclusion of this Agreement.

d. Dr. Byrne shall have the option to cash in unused, accrued vacation days at the end of each school year. Dr. Byrne will be reimbursed for each unused day which he cashes in at an amount equal to his per diem rate. Regardless of the number of unused vacation days Dr. Byrne may have at the end of the school year, the amount of days Dr. Byrne may be allowed to cash in per school year is capped at no greater than five (5) days per school year.

e. Upon separation from service with the District, Dr. Byrne shall be compensated for ten (10) days of accumulated and unused vacation that he had accrued. Payment for these unused vacation days shall be at his daily rate, which will be computed at 1/240th of his annual salary at the time of separation.

f. The following holidays shall not be charged against the Superintendent's vacation accruals. When any of these days occurs on a weekend day, the Superintendent will have the previous Friday or subsequent Monday, at the discretion of the Board President, as the holiday. The holidays which shall not be charged against the Superintendent's vacation accruals are the following:

Independence Day (July 4 th)	Martin Luther King, Jr. Day
One additional day with the 4th of July	President's Day
Labor Day	Good Friday
Columbus Day	Memorial Day
Veterans' Day	
Thanksgiving Day and day after Thanksgiving	Other single day holidays when school is not in session as determined by the

Christmas Eve, Christmas Day and the day after Christmas Day

Superintendent of Schools and/or reflected on the school calendar

New Year's Eve Day

New Year's Day

9. Sick and Personal Leave

a. Effective July 1, 2022, and each July 1st thereafter, the Superintendent shall earn eighteen (18) sick days each school year, with no maximum accumulation. The Superintendent shall be entitled to carry over 363 sick days from his prior position as Assistant Superintendent.

b. The Superintendent shall earn four (4) personal days effective at the beginning of each contract year. Unused personal days shall be applied to the next year as available sick days.

c. The Superintendent shall be entitled up to five (5) days of bereavement pay for the death of a family member.

10. Performance Evaluation

a. The Superintendent Evaluation Exhibit to the Board Superintendent Evaluation Policy will be the evaluation instrument used to evaluate the Superintendent.

b. The Board shall annually evaluate the Superintendent in accordance with Board Policy.

11. Expense Reimbursement

a. The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel (except for mileage) and lodging in connection with the exercise of his duties as Superintendent and attendance at business/professional meetings as provided in this Agreement.

b. District will pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the performance of his duties as above described in

subparagraph (a) upon presentation, from time to time, of itemized receipts for such expenditures in accordance with Board Policy.

c. The Board shall pay or reimburse to the Superintendent, the amount for dues for the Superintendent's membership in the following professional and local business/civic associations: the New York State Council of School Superintendents, the Lower Hudson Council of Chief School Administrators, A.S.C.D., C.S.A., A.A.S.A., and Sound Shore Consortium of School Superintendents.

d. The Board will reimburse the Superintendent for the cost of the premium for a life insurance policy in an amount not to exceed Five Hundred Dollars per year (\$500.00).

12. Superintendent Residency

The Superintendent agrees to continue a primary residency within the District or within 25 miles of the boundaries of the Blind Brook-Rye Union Free School District. Failure to comply with such residency requirements shall constitute grounds for dismissal.

13. Disability

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and if such disability continues for more than six months or the exhaustion of the Superintendent's accumulated sick leave, whichever is the longer, or if said disability is permanent, irreparable, or of such nature as will make the effective performance of his duties impossible with or without reasonable accommodation as determined by a medical practitioner who is selected by the District, the Board may terminate this Agreement upon the determination that the Superintendent is unfit to perform his duties with or without reasonable accommodation, whereupon the respective duties, rights and obligations of the parties shall terminate. The Superintendent shall fully cooperate in this process by providing, upon

request, any information regarding his medical or mental fitness to perform the duties of his position. In addition, the Superintendent shall, upon request, provide the Board with a fully executed release of medical information in a form acceptable to District counsel. In determining the Superintendent's fitness, the Board of Education shall consider any medical information, assessments and/or evaluations provided by the Superintendent within the reasonable time frame set by the Board of Education.

14. Medical Examination

The Board shall have the right to require the Superintendent to undergo a medical examination as in its discretion it deems necessary during the term of this Agreement. In the event that it does so, the practitioner's report(s) shall be filed with the District Clerk, with a copy to the Superintendent, and treated by the Board as confidential information. The examination(s) shall be performed by a practitioner selected by the Board and the cost of the examination(s) shall be borne by the District.

15. Dismissal

During the term of this Agreement, the Superintendent shall not be discharged except for just cause which shall include but not be limited to: a) Insubordination, immoral character or conduct unbecoming to a Superintendent; b) Inefficiency, incompetency, physical or mental disability, or neglect of duty; c) Failure to maintain certification as required by the regulations of the Commissioner of Education; and only after a due process hearing before a hearing officer selected by the Board whose findings of fact and recommendations shall be advisory only to the Board. The Superintendent shall have the right to service of written charges, at least 10 days' notice of hearing and representation by legal counsel at the hearing, the cost of such legal counsel shall be borne by the Superintendent. The Superintendent shall be provided

with a written transcript of the proceeding without cost. During any such hearing process, a suspension of the Superintendent by the Board shall be with pay. 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 reimbursement for reasonable attorneys' fees incurred in the event the proceeding referred to herein results in his acquittal of all charges by the Board of Education.

16. Equipment

a. The Board shall provide Dr. Byrne with a cell phone and service related thereto. It is understood and agreed that Dr. Byrne may use said phone for personal use as long as such usage does not exceed the maximum included minutes permitted under the District's plan and that such use is consistent with any applicable Board Policy. The cell phone shall remain the property of the District. Dr. Byrne shall return same upon the end of his working relationship with the District.

b. The Board shall provide a laptop computer for Dr. Byrne's use with the understanding that such use be consistent with Board Policy and the District's Acceptable Use Policy.

c. Any and all property provided for Dr. Byrne's use, including, but not limited to, a cell phone and/or laptop computer, shall be on a loan basis and shall remain the property of the District. Dr. Byrne shall return all such property upon the end of his working relationship with the District.

17. Indemnity

The Board recognizes its statutory obligation to indemnify the Superintendent of Schools pursuant to the provisions of Sections §§ 3023, 3208 and 3811 of the New York State

Education Law. The Board of Education also confers the benefits of Section 18 of the New York State Public Officers Law upon the Superintendent of Schools, as defined in Section 18 of the Public Officers Law; the District assumes the liability for the costs incurred in accordance with the provision of Section 18. The benefits accorded to the Superintendent of Schools under Section 18 of the Public Officers Law shall supplement and be available in addition to defense or indemnification protection conferred by other enactment or provisions of law.

18. Distinguished Educator

The Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner, as required by law.

19. Written Agreement

This Agreement shall constitute the entire Agreement between the parties with respect to the Superintendent's terms and conditions of employment. None of the provisions of this Agreement, including this provision, may be modified except in writing signed by the parties and approved by the Board. There are no other agreements, oral or otherwise, except as specifically set forth in this Agreement. The parties agree that the fact that one or the other may have drafted all or part of a particular provision of this Agreement shall not be used as evidence against that party in the event of a disagreement as to the proper meaning of that provision.

20. Severability

Should any provision, or portion thereof, contained in this Agreement be held unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected, and shall remain in full force and effect.

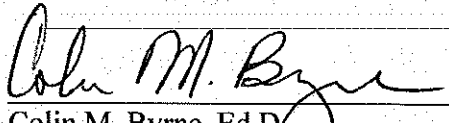
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 29th
day of March, 2022.

BOARD OF EDUCATION

BY: 
President

Dated: 3/29/2022

SUPERINTENDENT OF SCHOOLS


Colin M. Byrne, Ed.D.

Dated: 3/28/2022

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