

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter "AGREEMENT") is made as of the 13 day of February, 2023, by and between the BOARD OF EDUCATION OF THE SCARSDALE UNION FREE SCHOOL DISTRICT (hereinafter "BOARD"), the governing body of the SCARSDALE UNION FREE SCHOOL DISTRICT (hereinafter "DISTRICT"), a public school district duly organized and existing under the laws of the State of New York, having its principal offices located at 2 Brewster Road, Scarsdale, NY 10583, and DR. ANDREW PATRICK, (hereinafter referred to as "DR. PATRICK" or "SUPERINTENDENT").

WHEREAS, the BOARD desires to employ DR. PATRICK as Superintendent of Schools for the DISTRICT; and

WHEREAS, DR. PATRICK seeks to serve as Superintendent of Schools of the DISTRICT;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, IT IS AGREED as follows:

### **Article I - Term of Employment**

(A) The BOARD hereby agrees to employ DR. PATRICK and DR. PATRICK hereby agrees to work for the BOARD as Superintendent of Schools of the DISTRICT for a term commencing on February 14, 2023, and ending on June 30, 2026, subject to the provisions of Articles III and VIII, infra, of this AGREEMENT.

(B) DR. PATRICK shall advise the BOARD in writing of his desire to extend or renew his employment as Superintendent of Schools of the DISTRICT prior to twelve (12) months before the expiration of this AGREEMENT and the BOARD shall notify DR. PATRICK in writing as to whether it intends to extend or renew his employment as Superintendent of Schools of the

DISTRICT prior to twelve (12) months before the expiration of this AGREEMENT. The failure of the BOARD to timely make such notice shall not be construed as an extension or renewal of this AGREEMENT.

Article II - Superintendent's Duties and Responsibilities

(A) DR. PATRICK hereby agrees to perform faithfully the duties and responsibilities of Superintendent of Schools of the DISTRICT under the direction of the BOARD. As Superintendent of Schools of the DISTRICT, DR. PATRICK shall be 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 the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the New York State Commissioner of Education or New York State Board of Regents, including any amendments or successor statutes thereto;
- (2) specified in the Policy Manual of the BOARD;
- (3) normally associated with the position of Superintendent of Schools, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management, and labor relations; and
- (4) assigned and/or granted to the SUPERINTENDENT by the BOARD, provided the duties and/or responsibilities are of a character commensurate with the position of Superintendent of Schools.
- (5) Attend all meetings of the BOARD, including Executive Session, unless such meetings concern the SUPERINTENDENT'S performance or a discussion regarding his successor.

(B) Without limiting the foregoing, the BOARD acknowledges that DR. PATRICK shall have the following specific authority, right and responsibility:

- (1) to organize and reorganize the DISTRICT's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which in the SUPERINTENDENT's judgment best serves the DISTRICT, subject to prior review and approval of the BOARD;

- (2) to supervise and direct deputy and assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in the management of the schools or other educational activities of the DISTRICT under the direction and management of the BOARD; and
- (3) to have the authority to transfer supervisory, administrative, instructional, and non-instructional personnel from one school to another, or from one grade of a course of study to another grade in such course of study, and to report such transfer immediately to the BOARD for its consideration, and for BOARD action, where BOARD action is required by law.

(C) The SUPERINTENDENT shall keep the BOARD properly advised of all matters concerning the administration of the DISTRICT that should reasonably be brought to the attention of the BOARD, including, but not limited to and with particular emphasis on, employee discipline, labor relations and finances.

(D) The SUPERINTENDENT shall cooperate fully with any distinguished educator(s) appointed for the DISTRICT by the New York State Commissioner of Education, in accordance with Sections 211-b and 211-c of the New York State Education Law.

(E) 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 New York State Board of Regents and the New York State Commissioner of Education.

### Article III - Citizenship and Certification

The SUPERINTENDENT represents that he is a citizen of the United States of America. The SUPERINTENDENT shall possess a valid certificate to act as Superintendent of Schools in the State of New York during the term of his employment with the DISTRICT and a copy of such certification shall be on file with the Clerk of the BOARD. The SUPERINTENDENT shall immediately notify the BOARD in writing of any change in the status of his certification. It is expressly understood by the SUPERINTENDENT that failure to hold and maintain such



certification shall be cause for immediate termination of this AGREEMENT and the employment of the SUPERINTENDENT, including his corresponding appointment, by the BOARD without a hearing or any hearing-related procedures set forth in Article VIII, Section (C), infra, of this AGREEMENT.

#### Article IV - Compensation

(A) DR. PATRICK's annual base salary for the period from February 14, 2023 through June 30, 2024, shall be at the annual rate of Three Hundred and Twenty-Five Thousand Dollars (\$325,000.00), pro rated for service of less than a full school year (July 1 – June 30). Such annual base salary shall be paid in installments in accordance with the customary payroll procedures of the BOARD for central office administrators in the DISTRICT.

(B) The SUPERINTENDENT's annual base salary for each subsequent twelve (12) month period of employment shall be determined by the BOARD and every effort will be made to do so no later than June 30th each year. The SUPERINTENDENT's annual base salary shall not, in any event, be reduced from the previous year's amount. Any increase in the SUPERINTENDENT's annual base salary shall be in the form of a written amendment 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 a writing signed by both parties and approved by the BOARD.

#### Article V - Tax Shelter Annuity

The BOARD will make a non-elective contribution to a tax deferred annuity account to be established for the benefit of DR. PATRICK, and shall contribute to such account on an annual basis in accordance with Section 403(b) of the Internal Revenue Code. The amount of such contribution for the 2022-23 school year shall be Five Thousand Dollars (\$5,000.00). The amount

of such annual contribution for the 2023-24 school year and each subsequent school year thereafter shall be Twelve Thousand Five Hundred Dollars (\$12,500.00).

DR. PATRICK shall be entitled to make additional contributions from his own compensation to the tax deferred annuity plan(s) generally made available by the District, in the maximum amounts permitted by applicable law.

#### Article VI - Benefits

(A) In addition to the compensation specified in Article IV, supra, of the AGREEMENT, the SUPERINTENDENT shall be entitled during the period of his employment under this AGREEMENT to receive the following benefits:

(1) Vacation Leave

- a) The SUPERINTENDENT shall be entitled to twenty (20) paid working days of vacation leave per school year (July 1 – June 30), which will be credited on July 1<sup>st</sup> of each year under this AGREEMENT. For the 2022-23 school year, such vacation days shall be prorated and any days with which DR. PATRICK was credited as Interim Superintendent prior to his appointment as SUPERINTENDENT shall be carried over and used to offset the number of vacation days to which he is entitled as SUPERINTENDENT for the remainder of the 2022-23 school year such that he receives no more than a combined total of twenty (20) vacation days for 2022-23.
- b) Vacation days are to be taken at the discretion of the SUPERINTENDENT, with prior notice to the BOARD President and Vice President. Prior approval of the BOARD President and Vice President shall be required only for vacations of five (5) consecutive business days or more which occur during the regular academic school year (from the first day of school on which teachers report through June 30<sup>th</sup>). The SUPERINTENDENT shall advise the BOARD President and the central office administrators who is in charge during his absence.
- c) The SUPERINTENDENT shall be permitted to accumulate up to five (5) accrued and unused vacation days each school year from his annual vacation accrual to be applied toward accumulated unused vacation. Such days will be added to any accumulated unused vacation days the SUPERINTENDENT may have accumulated prior to his appointment

as SUPERINTENDENT, and be paid upon his retirement or resignation, up to the maximums set forth below:

- i. Following completion of ten (10) to fourteen (14) years of administrative service to the DISTRICT – up to twenty (20) days.
- ii. Following the completion of fifteen (15) or more years of administrative service to the DISTRICT – up to forty (40) days.

Payment for such days shall be at the rate of  $1/240^{\text{th}}$  of the SUPERINTENDENT'S then current annual base salary for each accrued and unused day. Payment for such days shall be subject to the SUPERINTENDENT'S satisfactory compliance with the notice requirements set forth in Article VIII(A), infra. In the event that the SUPERINTENDENT is terminated for cause pursuant to Article VIII(C), he shall forfeit any entitlement to payment for accrued and unused vacation pursuant set forth herein.

- d) In the event of his separation from employment as the Superintendent of Schools of the DISTRICT, the SUPERINTENDENT's vacation leave entitlement for the school year of separation will be calculated on a pro rata basis. If the SUPERINTENDENT has taken vacation leave days that school year below the pro rata entitlement amount, the SUPERINTENDENT shall be paid the per diem cash value for each unused vacation leave day up to the pro rata entitlement amount. In the event of the SUPERINTENDENT's death, the payment shall be made to his estate. If the SUPERINTENDENT has taken vacation leave days that school year above the pro rata entitlement amount, the SUPERINTENDENT shall promptly refund the per diem cash value for each vacation leave day in excess of the pro rata entitlement amount. Such refund may be taken as a deduction from any remaining salary due to the SUPERINTENDENT. The per diem cash value referred to in this paragraph shall be calculated at the rate of  $1/240^{\text{th}}$  of the SUPERINTENDENT's then-current base annual salary for each unused vacation leave day.

(2) Holidays

- a) The SUPERINTENDENT shall not be required to work on days designated as holidays on the school calendar. In addition to the vacation day allotment referenced above, DR. PATRICK shall be entitled to vacation with pay during the DISTRICT'S Holiday, Mid-Winter and Spring recesses.

(3) Sick Leave

- a) The SUPERINTENDENT shall be entitled to receive twenty (20) days of sick leave per school year (July 1 – June 30) for his use in the event



of either his personal illness or illness in his close immediate family, which shall be defined for the purposes of this paragraph as his spouse and children. For the 2022-23 school year, such sick days shall be prorated and any days with which DR. PATRICK was credited as Interim Superintendent prior to his appointment as SUPERINTENDENT shall be carried over and used to offset the number of vacation days to which he is entitled as SUPERINTENDENT for the remainder of the 2022-23 school year such that he receives no more than a combined total of twenty (20) sick days for 2022-23.

- b) The SUPERINTENDENT shall advise the BOARD President and the central office administrator who is in charge during his absence.
- c) Such sick leave days may be accumulated if unused up to a maximum of two hundred and forty (240) sick leave days. There shall be no payment for unused accumulated sick leave days, if any, upon separation from the DISTRICT.

(4) Personal Leave

- a) The SUPERINTENDENT shall be entitled to receive five (5) days of personal leave per school year (July 1 – June 30) to attend to issues that cannot be addressed outside the workday/week. For the 2022-23 school year, such personal days shall be prorated and any days with which DR. PATRICK was credited as Interim Superintendent prior to his appointment as SUPERINTENDENT shall be used to offset the number of personal days to which he is entitled as SUPERINTENDENT for the remainder of the 2022-23 school year such that he receives no more than a combined total of five (5) personal days for 2022-23.
- b) These days may not be accumulated if unused. There shall be no payment for unused personal leave days, if any, upon separation from the DISTRICT.
- c) The SUPERINTENDENT shall advise the BOARD President and the central office administrator who is in charge during his absence.

(5) Bereavement Leave

- a) The SUPERINTENDENT shall be entitled to receive up to five (5) working days of bereavement leave for each death in his immediate family which shall be defined for the purposes of this paragraph as his spouse, children, mother, father, brother, sister, mother-in-law, father-in-law or any other relative permanently residing in his household.
- b) The SUPERINTENDENT shall advise the BOARD President and the central office administrator who is in charge during his absence.

(6) Health Insurance

- a) The SUPERINTENDENT shall be provided with coverage for himself, his spouse and his dependent children, if eligible, under the group health insurance plan adopted by the BOARD and offered/provided to central office administrators (not represented by a union) in the DISTRICT, as such plan is in effect from time to time, subject to and in accordance with the plan documents. The Board shall contribute eighty-five percent (85%) of the cost of such coverage based upon the COBRA rate with the SUPERINTENDENT to pay the remainder through payroll deductions.
- b) Subject to the notice requirement set forth in Article VIII(A), infra, the SUPERINTENDENT shall be entitled at DISTRICT cost to family health insurance coverage, including Medicare Part B and D premiums, for his spouse and himself once he retires pursuant to the rules and regulations of the New York State Teachers' Retirement System, regardless of whether he retires immediately upon separation from employment with the DISTRICT. In the event that the SUPERINTENDENT predeceases his spouse, his spouse shall be eligible for the same health insurance coverage that the SUPERINTENDENT would have received in retirement had he been alive.

(7) Dental and Vision Insurance

- a) The SUPERINTENDENT shall be provided with coverage for himself, his spouse and his dependent children, if eligible, under the group dental and vision trust fund/insurance plans adopted by the BOARD and offered/provided to central office administrators (not represented by a union) in the DISTRICT, as such plan is in effect from time to time, subject to and in accordance with the plan documents.
- b) Subject to the notice requirement set forth in Article VIII(A), infra, and to the extent permitted by the Trust Fund/Plan, the SUPERINTENDENT shall be entitled at DISTRICT cost to family dental and vision insurance coverage into retirement once he retires pursuant to the rules and regulations of the New York State Teachers' Retirement System, regardless of whether he retires immediately upon separation from employment with the DISTRICT. In the event that the SUPERINTENDENT predeceases his spouse, his spouse shall be eligible for the same dental and vision insurance coverage that the SUPERINTENDENT would have received in retirement had he been alive.



(8) Life Insurance

- a) The SUPERINTENDENT shall be provided with coverage for himself under the group term life insurance plan adopted by the BOARD and offered/provided to certain central office administrators (not represented by a union) in the DISTRICT, as such plan is in effect from time to time, subject to and in accordance with the plan documents. The coverage amount shall be \$250,000, which shall be subject to any applicable reduction in death benefit coverage due to age set forth in the applicable plan/policy. This provision is conditioned upon the SUPERINTENDENT meeting any requirements of the carrier for coverage. Subject to the notice requirement set forth in Article VIII(A), infra, and any limitations set forth in the applicable plan/policy, the SUPERINTENDENT shall be entitled to continue to receive such coverage into retirement once he retires pursuant to the rules and regulations of the New York State Teachers' Retirement System, regardless of whether he retires immediately upon separation from employment with the DISTRICT.

(9) Disability Insurance

- a) The SUPERINTENDENT shall be provided with coverage for himself under the group disability insurance plan adopted by the BOARD and offered/provided to central office administrators (not represented by a union) in the DISTRICT, as such plan is in effect from time to time, subject to and in accordance with the plan documents. This provision is conditioned upon the SUPERINTENDENT meeting any requirements of the carrier for coverage.

(10) Physical Examination

- a) The Board will reimburse the SUPERINTENDENT for the cost to him associated with an annual comprehensive physical examination up to a maximum of \$750.00 each year. The SUPERINTENDENT will provide the BOARD with a certification annually from a medical doctor that he is fit for the duties associated with the position of Superintendent of Schools.

(11) Professional Memberships and Subscriptions

- a) The BOARD shall pay or reimburse to the SUPERINTENDENT the amount of dues for the SUPERINTENDENT's membership in professional and local business/civic associations/organizations including AASA, the New York State Council of School Superintendents, and the Lower Hudson Council of School Superintendents. Membership in other organizations shall be subject to the prior approval of the BOARD President and Vice President. The BOARD shall pay or reimburse the SUPERINTENDENT for

reasonable costs of professional journal/magazine subscriptions related to education.

(12) Professional Conferences

- a) The SUPERINTENDENT may attend professional conferences at the local, state, national and international level, subject to the prior approval of the BOARD President and Vice President. The BOARD will pay or reimburse the SUPERINTENDENT for all reasonable expenses incurred in connection with the SUPERINTENDENT's attendance at such professional conferences, in accordance with the applicable policy(ies) of the BOARD.

(13) Work-Related Electronic Equipment

- a) The BOARD will provide the SUPERINTENDENT with a cellular phone and tablet, and service related thereto. It is understood and agreed that the SUPERINTENDENT may use said devices for personal use so long as such usage does not exceed the maximum included minutes/data permitted under the DISTRICT's plan and that such use is consistent with any applicable policy of the BOARD. In lieu of a DISTRICT provided cell phone, the SUPERINTENDENT shall be entitled to reimbursement of \$100/month for use of his personal cell phone for DISTRICT business.

(14) Business Expenses

- a) The SUPERINTENDENT will be reimbursed in accordance with the policy(ies) and procedures of the BOARD generally applicable to expenses incurred by administrative employees for reasonable expenses which are associated with the performance of his duties as Superintendent of Schools, upon presentation of appropriate receipts.

Article VII - Indemnification

In addition to those rights provided by law, the BOARD agrees to provide legal counsel and to indemnify the SUPERINTENDENT 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 SUPERINTENDENT is acting within the scope of his employment, or under the direction of the BOARD. Nothing herein contained is intended to nor shall have the effect of modifying, varying, or changing any rights of the SUPERINTENDENT arising under the laws of the State of New York.

including, but not limited to, New York State Education Law Sections 3023, 3028, 3811 and 3813, as well as Article 18 of the New York State Public Officers Law.

#### Article VIII - Termination

(A) 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 SUPERINTENDENT shall give the BOARD notice of resignation twelve (12) months prior to the effective date of resignation if the SUPERINTENDENT intends to resign for the purpose of retirement pursuant to the rules and regulations of the New York State Teachers' Retirement System. If the SUPERINTENDENT is resigning for purposes other than retirement, the SUPERINTENDENT shall provide a minimum of nine (9) months' notice. The resignation date shall not fall within the academic school year. Failure of the SUPERINTENDENT to provide prior notice as set forth above shall relieve the BOARD of the obligation to provide the SUPERINTENDENT with health, dental, vision and life insurance into retirement as set forth in Article VI(A)(6), (7) and (8) and payment for accumulated unused vacation days as set forth in Article VI(A)(1)(c), supra, provided, however, that the BOARD, in its sole discretion, may waive the notice requirements of this paragraph if it determines that the facts and circumstances warrant it.

(B) This AGREEMENT may also be terminated, and the SUPERINTENDENT may be removed during the term hereof, by the BOARD upon written notice to the SUPERINTENDENT in the event that 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 three (3) consecutive months beyond exhaustion of his accumulated sick leave entitlement or beyond the period of any extended paid leave granted by the BOARD. In the event of such sickness or other



disability, the SUPERINTENDENT shall cause his physician to make a written report to the BOARD of his condition, and shall, at the BOARD's expense, submit to an examination by the BOARD's physician designated for that purpose, at such reasonable time as the BOARD shall request.

(C) In the alternative, this AGREEMENT may further be terminated, and the SUPERINTENDENT may be removed during the term hereof, if there is good cause for the termination of the SUPERINTENDENT's employment, in accordance with the hearing procedures specified below:

- (1) 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 twenty (20) days' notice, before an independent hearing officer. The independent hearing officer, who shall be an attorney with prior experience as a hearing officer, shall be mutually selected by the BOARD and the SUPERINTENDENT.
- (2) The SUPERINTENDENT may be suspended with pay and benefits from the performance of his duties during the pendency of such hearing.
- (3) The SUPERINTENDENT shall be entitled to due process protection at such hearing, including, but not limited to, representation by counsel; 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 independent hearing officer. The independent hearing officer shall recommend findings of fact and penalty, if any, to the BOARD. The decision of the BOARD shall be final, subject to review under Article 78 of New York State Civil Practice Law and Rules.

#### Article IX - Performance Evaluation

The BOARD shall devote at least a portion of one meeting during each fiscal year of the SUPERINTENDENT's employment to an evaluation in executive session of his performance and working relationship with the BOARD. The evaluation shall be based upon such performance criteria as are determined by the BOARD, but shall be reasonably related to the duties and responsibilities of the SUPERINTENDENT set forth in Article II and the goals and objectives

which have been mutually established each year by the BOARD and the SUPERINTENDENT. The annual evaluation shall be reduced to writing in a form determined by the BOARD, with such criteria to be communicated in writing to the SUPERINTENDENT, no later than the end of June of each Contract year. The SUPERINTENDENT shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session at which the BOARD is scheduled to discuss such evaluation with the SUPERINTENDENT. The evaluation shall be kept confidential by the BOARD and individual members of the BOARD, except as required by law or except pursuant to the direction of the New York State Commissioner of Education or pursuant to an order of a Court of competent jurisdiction.

#### Article X - Board Referral

The BOARD shall promptly and discreetly refer to the SUPERINTENDENT, for his study and recommendation, any and all substantial criticisms and/or complaints regarding the administration of the DISTRICT or the SUPERINTENDENT's performance of his duties as reasonably determined by the BOARD President and Vice President. The SUPERINTENDENT shall promptly and discreetly respond to the BOARD in writing regarding such criticism and/or complaints.

#### Article XI - Outside Activities

The SUPERINTENDENT agrees to devote his full time, skill, labor and attention to his employment as Superintendent of Schools during the term of this AGREEMENT; provided, however, that by advance approval of the BOARD President and Vice President, he may undertake consultative work, speaking engagements, graduate teaching, lecturing or other professional duties or obligations to the extent that same does not interfere with his duties as Superintendent of Schools. Any such consultative work, speaking engagements, graduate teaching, lecturing or other

professional duties or obligations shall occur outside the SUPERINTENDENT's regular workday, unless expressly authorized by the BOARD. The SUPERINTENDENT shall report to the BOARD on all such activities, and may be required by the BOARD to provide an accounting of fees, royalties, or other earnings attributable to such activities.

#### Article XII - General Provisions

(A) 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 at his residence address on file with the Board and to the BOARD at its principal offices.

(B) 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.

(C) 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.

(D) The invalidity or unenforceability of any provision of this AGREEMENT shall in no way affect the validity or enforcement of any other provisions.

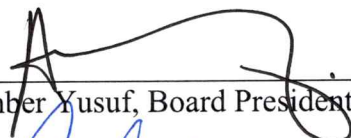
(E) Failure to insist upon strict compliance with any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of such term, covenant or condition nor shall any waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of such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

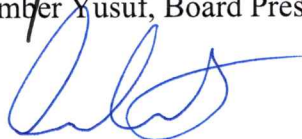
(F) This AGREEMENT shall be governed by the laws of the State of New York.



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

SCARSDALE UNION FREE SCHOOL DISTRICT

By:  2/13/2023  
Amber Yusuf, Board President (Date)

By:  2/1/2023  
Dr. Andrew Patrick (Date)