

**SUPERINTENDENT'S CONTRACT  
2023-2027**

**BY AND BETWEEN THE BOARD OF EDUCATION OF THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT**, with offices at 45 Ingham Road, Briarcliff Manor, New York, hereinafter referred to as "The Board" or "The District", and **DR. JAMES KAISHIAN** residing at [REDACTED], hereinafter referred to as "The Superintendent", made this 22nd day of June, 2023.

**RECITALS**

**WHEREAS**, the Board and the Superintendent have had multiple discussions regarding the Board continuing the employment of the Superintendent as the chief executive and administrative officer of the District, which have culminated in the Board's offer of continued employment and the Superintendent's acceptance of such offer.

**WHEREAS**, the Board desires to continue to employ the Superintendent of Schools for its School District; and

**WHEREAS**, the Superintendent desires to continue in the employ of the Board as its Superintendent of Schools:

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows for the period of time commencing, July 1, 2023 and terminating on June 30, 2027.

1. **Term:** The Board does hereby employ James Kaishian as Superintendent of Schools for a term commencing on July 1, 2023 and terminating on June 30, 2027.
2. **Compensation:** Effective July 1, 2023, the Superintendent shall be paid at the annual rate of \$305,691.00 through June 30, 2024, effective July 1, 2024, the Superintendent shall be paid at the annual rate of \$311,804.82 through June 30, 2025, and, effective July 1, 2025, the Superintendent shall be paid at the annual rate of \$318,040.92 through June 30, 2026 and at the

annual rate of \$324,401.74 through June 30, 2027, as well as being eligible in each of these three years for a performance based non-recurring bonus that will not be added to base salary, in an amount to be determined by the Board of Education and paid by July 15th following the end of the most recently completed fiscal year, taking into consideration the fiscal condition of the District at the time of consideration of such additional pay. The Superintendent's compensation and other terms and conditions of employment as stated below and shall not be modified for the period between July 1, 2023 and June 30, 2027 shall remain in full force and effect through June 30, 2027:

- A. Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District.
- B. The Board shall notify the Superintendent, on or before July 1, 2026, whether it intends to extend his employment for an additional year or years commencing on July 1, 2027 or whether the Superintendent's term will expire on June 30, 2027. At such time, a motion to extend the term of this Agreement and the Superintendent's employment for an additional period of one or more years will be acted upon by the Board. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond June 30, 2027 and shall be understood as the Board's intention not to extend the Agreement for an additional year.

Any extension of the term of the Superintendent's employment shall be evidenced by an 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. In no event shall the benefits provided to the Superintendent under this agreement and subsequent contract extensions be decreased or eliminated during the term of his employment, without his consent.

In the event that the Board notifies the Superintendent of its intention to extend his appointment as Superintendent of Schools, then within thirty (30) days of such notice, the Superintendent shall advise the Board in writing as to whether he intends to accept the extended appointment.

3. **Superintendent's Duties:** The Superintendent hereby agrees to perform faithfully the duties of Superintendent of Schools under the direction of the Board pursuant to Board Policies and Section 1711 of the Education Law, and to serve as Chief Executive Officer of the School District, with the authority granted to him under the statutes of the State of New York, the Rules of the Board of Regents and the Regulations of the Commissioner of Education. During the term of his employment, he will devote his entire business time to the affairs of his office; provided, however, that he may use outside time for professional activities, such as consulting or lecturing, which activities may not conflict in time, interest or otherwise interfere with his obligations as Superintendent of Schools. During the term of this Contract, the Superintendent shall be required to regularly attend student events and activities, including events that occur on weekends.

The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent, upon notice, from any portion of a meeting during which they are discussing his job performance or salary, or his successor.

4. **Distinguished Educator:** Consistent with and pursuant to Education Law §211-B(S)(a) the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.
5. **Board Referral:** Within sixty (60) days of receipt of significant criticisms or complaints, the Board shall promptly and discretely refer to the Superintendent for his study and recommendation, significant criticisms and/or significant complaints regarding the administration of the District by him.
6. **Termination by Superintendent:** The Superintendent agrees that prior to terminating employment with the District he shall give the District at least six (6) months' notice.

7. **Disciplinary Procedure:** Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause, provided that the Board of Education does not arbitrarily or capriciously call for his dismissal and pursuant to the following provisions:

A. If charges are to be brought against the Superintendent the following rights will be afforded:

a. No charge shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene a hearing in a duly convened Executive Session.

b. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense and such written charges shall be received by the Superintendent, together with a written Notice of Hearing, not less than thirty (30) days prior to the date of the hearing.

c. The Superintendent shall be allowed counsel at his own expense at all stages of all proceedings.

d. The Superintendent shall be entitled to a hearing before a mutually agreed upon member of the American Arbitration Association Labor Arbitration Panel or from those listed hereunder, selected upon the basis of first availability if mutual agreement cannot be reached:

1. Bonnie Siber Weinstock
2. Ira Lobel
3. Jeffrey Selchick

e. The Hearing shall not be open to the public except by mutual agreement. The hearing officer shall make findings of fact and disciplinary recommendations, if any, for Board consideration. The same shall also be furnished to the Superintendent.

- f. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.
- g. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.
- h. Any decisions shall be by a quorum of the members of the Board of Education and shall be supported by written findings sustaining the charges by a preponderance of the credible evidence or dismissing the charges.
- i. During any period of suspension, the Superintendent of Schools shall be entitled to receive full salary and benefits until such time as the Board reaches a final determination upon the recommendation of the hearing officer, unless the charges relate to lack of requisite certification.

8. **Termination for Convenience:** [Effective July 1, 2024] At the option of the Board, in lieu of the processing of substantive charges, as set forth in Article "7" above, other than those as to which the Superintendent is or may be charged with a crime(s), a "no-fault" contract termination procedure may be implemented as follows:

- A. The Superintendent shall be paid all salary and fringe benefits through the time of securing other comparable employment, for a period of twelve (12) months or through the end of this Agreement, whichever period is shorter. During this period of time the Superintendent will be reassigned and will remain actively employed in the District while he performs his due diligence in the pursuit of other comparable employment.
- B. The Board shall give support to the Superintendent who shall be under a duty of due diligence to secure comparable employment elsewhere effective immediately upon the exercise of this option.

- C. Due diligence efforts shall be deemed fulfilled by the Superintendent by his making extensive efforts to make application for such positions advertised in the New York Times, through National Superintendents' organizations, the NYSSBA On-Board and through at least two reputable recruiters.
  
- D. The Superintendent shall maintain a file, on a monthly basis, of the advertisements to which he has responded and the letters of inquiry as well as the application documents or evidence of filing an application from electronic or school district sources. The Board of Education President or a quorum of the Board of Education, by resolution, may require the Superintendent to present the documents referred to above, and the same shall be presented within five business days as part of proof of the Superintendent's due diligence.
  
- E. If the Board of Education reasonably and with good cause believes that such due diligence has not been exercised, the Board may convene an expedited arbitration before Arbitrator Bonnie Siber Weinstock, or in the event of her unavailability within 30 calendar days, Ira Lobel or Jeffrey Selchick, who shall make a final and binding decision regarding whether or not due diligence has been exercised by the Superintendent in seeking such other employment as described hereinabove. Upon a finding that such due diligence has not been exercised by the Superintendent, the District's obligations under the Superintendent's Employment Agreement, as well as any Addendum Agreement shall be extinguished in all regards.
  
- F. Payments by the Board to the Superintendent shall continue during the pendency of any arbitration proceeding. In the event that the Superintendent secures such other comparable employment at any time during the school year, the District's obligations under his Employment Agreement as well as

under any Addendum Agreements shall cease, becoming null and void except with respect to the enforcement of salary and benefits due him until such other employment is secured or the end of the due diligence period, whichever sooner occurs.

9. **Expense Reimbursement:**

- A. Within budgetary appropriations and consistent with applicable Board policies, the Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging; attendance at professional conferences and meetings; professional dues in NYSCOSS, AASA, Suburban School Superintendents Association (SSS) and any local superintendent's association; the Briarcliff Manor Rotary Club, and other local organizations upon Board approval; and similar items related to his employment.
- B. The Board shall pay the Superintendent's expenses for his attendance at conferences or workshops but only to the extent funded by appropriations in the annual school budget.
- C. The expenses described above shall only be reimbursed upon presentation, within thirty (30) days of incurring expenses, of an itemized account of such expenditures. Any expenditure in excess of such budgeted amount shall not be paid unless the Board acts to do so by resolution at an open meeting.
- D. The District shall pay a car allowance of \$500 per month to the Superintendent for the business use of his personal automobile. Such car allowance precludes any reimbursements for automobile expenses incurred.

10. **Insurance:**

- A. The Superintendent shall be entitled to participate in the District's health and

dental insurance programs while actively employed in the District with the Superintendent paying 20% of the costs associated with such health insurance policy for the Superintendent, his spouse and his dependents, if any.

- B. Upon retirement from the District to receive benefits from the New York State Teachers' Retirement System, the District shall provide health insurance coverage to the Superintendent, his spouse and his dependents with the District contributing 80% of individual or family premiums so long as the Superintendent then retires to receive benefits from the New York State Teachers' Retirement System. In the event of the Superintendent's death following retirement as described above, his surviving spouse and dependents, if any, shall be entitled to continue participation in the District's health insurance plan by contributing the full premium cost for participation, at no expense to the District.
- C. The District shall provide the Superintendent with \$100,000 in group term life insurance and group long-term disability insurance with a sixty (60) day waiting period and payments of \$5,000 per month or two-thirds salary, whichever is less. In addition, following the receipt of three (3) quotes from reputable insurance companies, the District shall pay for the annual costs, during the time of the Superintendent's employment with the District, of an individual term life insurance policy with a face value of \$150,000 provided by the least expensive insurer.
- D. The District shall include the Superintendent of Schools for coverage under its Employee Assistance Program ("EAP"), through the Putman-Northern Westchester BOCES, at no cost to the Superintendent.

- 11. **Vacation:** The Superintendent shall be entitled to twenty-five (25) days of vacation each school year. Such days shall be credited to the Superintendent on July 1 of each year, annually, for the purpose of use. The Superintendent shall utilize vacation days primarily during the summer months and school breaks and shall inform the Board in writing at least



one week in advance when vacation days are to be taken. Each School year the Superintendent may roll-over up to two (2) vacation days and/or be paid for up to twelve (12) vacation days at the per diem rate of 1/240<sup>th</sup> of his then current salary at the end of such school year; provided, however, that if work requirements are such that the Superintendent deems it necessary to forego taking ten (10) vacation days in a given school year, with the approval of the Board of Education President, he may be paid for up to twenty (20) unused vacation days at the per diem rate set forth above. (This provision shall be in effect as of June 25, 2021).

The Superintendent shall not be entitled to compensation for unused vacation days upon termination of employment or retirement from the District. However, in the event of the death of the Superintendent during the time he is employed by the District, the per diem amount of money attributable to any unused vacation days that vested during the school year of his death shall be payable to his estate, using the per diem rate of 1/240<sup>th</sup> of annual salary.

12. **Personal Leave:** Five (5) days of personal leave per school year shall be granted to the Superintendent for personal business matters which cannot be attended to during other than work hours, upon prior notification to the Board President or designee, whenever practicable.
13. **Holidays:** The Superintendent will receive the holidays in the District's calendar with pay, provided schools are closed.
14. **Sick Leave:** Upon commencement of employment the Superintendent was credited with the sick days that he previously accumulated as an employee of the District. In addition to those days that may remain from his prior District employment, the Board has, since the commencement of his employment as Superintendent, and will continue to provide the Superintendent with fifteen (15) days of sick leave per year, cumulative to two hundred (200) days. Upon retirement from the District for the purpose of receiving retirement benefits from the New York State Teachers' Retirement System, the Superintendent will be paid for unused, accumulated sick leave, up to seventy-five (75) days accumulated during the time of his service as a school district employee, at the rate of \$400.00 per day, as a non-

elective direct employer contribution, without cash option, up to the contribution limit of Section 415 of the Internal Revenue Code (IRC) into the Superintendent's 403(b) Tax-Sheltered Annuity account. To the extent that the employer non-elective contribution exceeds the cap limit of Section 415 IRC, such excess shall be paid as additional compensation.

15. **Bereavement Leave:** In the event of a death in the Superintendent's immediate family (defined as spouse, child, grandchild, parent, sibling and corresponding in-law), he shall be granted up to five (5) days of bereavement leave, upon notification to the Board President or designee. The Board, in its discretion, may grant the Superintendent additional bereavement leave days upon request.
  
16. **Cell Phone and Laptop:** The Board shall provide the Superintendent with a cellular telephone and pay for the service of such phone (within the budgetary allocation). The Board shall also provide the Superintendent with a laptop computer. These items shall be for use by the Superintendent for business and incidental personal use. Such items shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District. The use of such items shall be in accordance with District policy.
  
17. **Disability:** Should the Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, and it is reasonably anticipated that such disability will exceed a period of time equal to more than six (6) months or if such disability appears to be permanent, irreparable or of such nature as will make the performance of his duties impossible, the Board shall have the right to have the Superintendent examined by a physician of its choice any time to verify illness or disability and may, at its option, terminate this Agreement except that the Board agrees to take steps necessary to provide access to the insurances referenced hereinabove.
  
18. **Certification:** The Superintendent shall furnish throughout the life of this appointment a valid and appropriate certificate as defined in 8 NYCRR Part 80.4 to act as Superintendent

of Schools in the State of New York, as directed by the Board, and that the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract.

19. **Indemnification and Legal Defense:** The Board agrees to provide legal counsel and, to the maximum extent permitted by law, to indemnify the Superintendent against all uninsured 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 unintentional damage to the property of any person committed while the Superintendent is acting within the scope of employment or under the direction of the Board. The District shall adopt a policy providing the coverage of Section 18 of the Public Officers Law for the benefit of the Superintendent.
  
20. **Tax-Sheltered Annuity:** The Superintendent may have monies withheld from his pay for the purpose of participating in a tax-deferred annuity program of his choosing, as provided for by State Law. In addition, each July, commencing in 2023, the District shall make a non-elective direct contribution into the Superintendent's I.R.C. §403(b) tax sheltered annuity account in the amount of \$10,000.00, without a cash option.
  
21. **Evaluation:** The Board shall devote at least a portion of one meeting during the month of June in each year of the Superintendent's employment by the District to an evaluation in executive session of his performance and his working relationship with the Board.  
  
The evaluation shall follow the setting of annual goals for the Superintendent by October 31<sup>st</sup> each year and shall be based upon performance criteria as mutually established by the Board and the Superintendent by February 1<sup>st</sup> of each year which shall be reduced to writing in a form mutually agreed upon by the parties. If mutual agreement cannot be reached, the Board may establish the criteria, standards and form by which the Superintendent will be evaluated. The annual evaluation of the Superintendent shall be issued to him by June 30<sup>th</sup> each year.

The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members.

22. **Applicable Law:** This Contract shall be construed and interpreted in accordance with the

laws of the State of New York.

- 23. **Severability:** Should any provision, term, condition, paragraph, phrase or portion of this Contract be held or found void or illegal, the balance of these provisions shall remain in full force and effect.
- 24. **Waiver:** The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall, in no way, affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions, provisions or agreements be construed as a waiver of any succeeding or subsequent breach.
- 25. **Integration:** This agreement shall supersede all previous employment agreements with the Superintendent and upon execution by the parties, as authorized by the Board of Education, all such previous employment agreements shall become null and void.
- 26. **Signatures:** The parties agree that an electronic or facsimile signature shall be deemed to be of the same force and effect as an original signature in binding the parties to the terms set forth above.

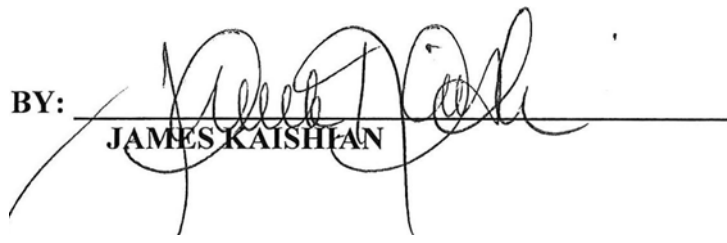
**SO AGREED:**

**BOARD OF EDUCATION OF THE  
BRIARCLIFF MANOR UNION FREE SCHOOL  
DISTRICT**

BY: 

**MICHAEL HABERMAN, BOARD PRESIDENT**

**SUPERINTENDENT OF SCHOOLS**

BY:  JAMES KAISHIAN