

EMPLOYMENT AGREEMENT

This Employment Agreement is by and between the **BOARD OF EDUCATION OF THE AUBURN ENLARGED CITY SCHOOL DISTRICT**, 78 Thornton Ave, Auburn, New York 13021 (the "Board") and **JEFFREY A. PIROZZOLO**, (hereinafter referred to as "Mr. Pirozzolo" or the "Superintendent") residing at 5574 Buck Point Road, Auburn, New York 13021, Superintendent of Schools of the Auburn Enlarged City School District (the "District").

WHEREAS, the Board, by resolution duly enacted at its meeting on August 4, 2015, appointed Mr. Pirozzolo as Superintendent of Schools of the District; and

WHEREAS, the parties have agreed upon and wish to set forth in writing the terms and provisions of the employment contract for the Superintendent;

IN CONSIDERATION THEREOF and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Offer and Acceptance

The Board hereby offers to continue the appointment of Jeffrey A. Pirozzolo as Superintendent upon the terms and conditions contained in this contract and Mr. Pirozzolo hereby accepts such offer.

2. Term

This Agreement and the terms and conditions herein shall commence on June 27, 2017 and shall terminate on June 26, 2022, unless such appointment and this contract are sooner terminated as provided herein, or extended by the mutual, written agreement of the parties. The parties agree to consider extension of the Superintendent's appointment and renewal or modification of this Agreement prior to February 1, 2021.

3. Certification

The Superintendent shall hold a valid certification issued by the State of New York. The failure of the Superintendent to maintain a valid certificate to be employed as Superintendent of Schools shall result in this contract being automatically terminated upon the submission of verification of suspension, revocation or non-existence of a valid certificate to the Clerk of the Board of Education.

4. General Duties

The Superintendent shall perform such services and duties as are customarily and generally associated with the position of Superintendent of Schools as more particularly set forth in the laws of the State of New York, including without limitation Section 2508 of the Education Law, the Rules and Regulations of the Commissioner of Education of the State of New York, and the policies of the Board of Education, all as presently or hereafter in effect (provided that no

(v) **COMMUNICATE** directly or through delegation all actions of the Board relating to personnel matters to all employees; and receive from employees all communication to be made to the Board.

(vi) **PERFORM** any other duties as required by Education Law (Section 2508 Education Law), Commissioner regulations, or as prescribed by the Board of Education not covered in this contract. Additional duties prescribed by the Board shall be consistent with the duties normally and customarily performed by a superintendent of schools.

(c) Consistent with and pursuant to section 211-b (5) (a) of the Education Law, the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

6. Additional Authority

The Superintendent shall attend all meetings of the Board unless excused at his own request or in accordance with the next sentence, and may speak on any issue. The Board may, in its discretion, excuse the Superintendent from executive sessions concerning preparation for review of or other discussions regarding his performance or compensation. If the Superintendent is unable to attend a Board meeting (including public or executive session), he shall ensure that an appropriate administrator is present in his stead (subject to the Board's statutory authority with regard to attendance at executive session).

7. Board and Superintendent Communication

Both parties agree that open communication is essential for the effective and efficient administration of the District. The Board, individually and collectively, shall endeavor to discreetly refer to the Superintendent for his study and recommendation, any suggestions, communications, comments or complaints of a substantial nature regarding the administration of the District or the Superintendent's performance of his duties. Similarly, the Superintendent shall endeavor to promptly advise the Board of such developments or incidents, which could adversely affect the administration, operation, or mission of the District.

8. Salary

(a) The Board shall pay to the Superintendent for his services an annual salary in each year of this Agreement as follows, pro-rated for a partial year of service:

2017-2018	\$163,200.00
2018-2019	\$166,464.00
2019-2020	\$169,793.00
2020-2021	\$173,189.00
2021-2022	\$176,652.00

11. Illness in the Family

The Superintendent will be allowed up to six (6) days of absence, without loss of pay, each school year in the event of illness in the immediate family. These absences will be deductible from accumulated personal sick leave. This is not accumulative. For purposes of illness in the immediate family, immediate family shall be defined as parent, including foster or step-parent, spouse, children, or any other person who is a member of the employee's household.

12. Bereavement Leave

The Superintendent shall be entitled to up to five (5) paid days per occurrence for absence caused by a death in the family, non-cumulative. "Family" shall mean those persons listed in paragraph 11 above and siblings of the Superintendent.

13. Personal Days

The Superintendent shall be entitled to up to three (3) paid days annually for personal business leave, non-cumulative (to be prorated for partial years). This is leave for the conduct of personal business which cannot be conducted outside of the normal work hours. Unused personal business leave days will be added to the Superintendent's sick leave accrual at the conclusion of each school year. This does not increase the 210 day maximum accrual.

14. Holidays

The Superintendent shall be entitled to all paid office holidays as established by the Board of Education for twelve (12) month employees.

15. Jury Duty

The Superintendent will be relieved from his duties on the days or hours that he is required to serve jury duty, at no loss of pay or approved accumulated leave time. Any and all compensation for jury duty that the Superintendent receives will be paid to the District, excluding the amount paid to the Superintendent for travel expenses or meals. The Superintendent will request that jury duty be scheduled at an educationally convenient time and will request any exemptions from such duty to which he may be entitled.

16. Vacation Leave

The Superintendent shall be credited with twenty-five (25) vacation days leave on July 1 of each school year. The Superintendent shall provide reasonable notice to the Board of Education of the dates of his vacation. Vacation must be taken in the school year (or another period) for which it is granted. A maximum of ten (10) unused vacation days may be paid to the Superintendent each year, at the rate of 1/240th of his then current salary. At his election, the Superintendent may also carry over and use in the following school year a maximum of ten (10) unused vacation days. The Superintendent shall be entitled to be compensated for any unused

21. Expense Reimbursement, Cellular Telephone Allowance and Technology Devices

The Superintendent shall receive annual payment in the amount of one thousand dollars (\$1,000.00) annually during the term of this employment contract or any extended or successor contract to cover the Superintendent's expenses for a cellular phone, cellular phone service and other personal technology devices or services. The Board will provide the Superintendent with a laptop computer and iPad, or equivalent devices, as provided to other senior administrative staff of the District.

22. Indemnification and Counsel

Sections 3023, 3028 and 3811 of the Education Law, and other applicable laws, require or permit the Board to protect, defend and indemnify the Superintendent from lawsuits or charges resulting from various acts in the discharge of his duties, and that obligation is governed by law and not by this contract. In addition thereto, the Board agrees to defend any civil or criminal action or proceeding brought against the Superintendent and to hold him harmless from financial loss, including without limitation reasonable legal fees actually and necessarily incurred by the Superintendent, when such action or proceeding is brought against the Superintendent in his individual capacity and arises from any alleged action or failure to act by him, not done in bad faith, while in the discharge of his duties within the scope of his employment (except for charges, actions or proceedings brought against the Superintendent by the Board), or is brought against the Superintendent in his representative capacity. The Board shall not be subject to the duty imposed by this provision unless the Superintendent shall within 10 days of the time he is served with a summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to the Clerk of the District. The Board shall have the right to choose the counsel for the Superintendent.

The Superintendent shall be responsible for the payment of his own legal fees in connection with any notice of termination or charges brought against the Superintendent pursuant to this contract.

23. Health Insurance/Dental Insurance

(a) Health Insurance -The Superintendent may participate during the term hereof in the District's health insurance plan, on an individual or dependent basis, upon authorization of payroll deduction for his contribution of 20% of the premium, beginning on July 1, 2017; the Board shall pay the balance of such premium. If the Superintendent retires within the meaning of the New York State Teachers' Retirement System while employed by the District (whether on superannuation, disability or otherwise), the Board agrees to continue to provide medical and dental health insurance coverage for the Superintendent and his dependents provided that the Superintendent pays 25% of the premium.

(b) Dental Benefit -The Superintendent (b) may participate during the term hereof in the District's dental insurance plan, family or individual, upon authorization of payroll deduction for his contribution of 15% of the premium; the Board shall pay the balance of such premium.

(b) The Superintendent is permanently disabled or incapacitated. In the event the Superintendent is permanently disabled or incapacitated the Board, upon certification by the school physician, may terminate this employment contract by the payment of the lesser of the Superintendent's accumulated sick leave or six (6) months salary; or

(c) In the event of the death of the Superintendent this contract and the benefits provided in the contract shall terminate; or

(d) The Superintendent shall fail to maintain certification as required by the Education Law and the regulations of the Commissioner of Education. In the event the Superintendent fails to maintain a valid certificate to be employed as Superintendent of Schools, this employment contract shall be automatically terminated upon the submission of verification of suspension, revocation or non-existence of a valid certificate to the Clerk of the Board of Education; or

(e) The Superintendent is convicted of a crime, i.e., a misdemeanor or felony. In the event the Superintendent is convicted this employment contract shall be automatically terminated upon the entering of a plea of guilty or submission of a certificate of conviction to the Clerk of the Board of Education; or

(f) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency, or neglect of duty; or other misconduct sufficient to justify dismissal in accordance with the hearing procedures set forth in paragraph 28 below.

28. Hearing Procedures

(a) This contract may be terminated by written contract between the Board and the Superintendent, or by the resignation of the Superintendent submitted to the Board in writing at least sixty (60) days prior to his leaving.

(b) Throughout the term of this contract, the Superintendent of Schools shall be subject to discipline or discharge for good and just causes; provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, and that the Superintendent of Schools shall have the right to service of written charges, notice of hearing, and a fair hearing as provided herein. For the purpose of this employment contract, good and just cause shall be: (a) insubordination, or immoral character; (b) inefficiency, incompetency, or neglect of duty; (c) failure to maintain certification as required by the Education Law of the State of New York and the Regulations of the Commissioner of Education; or (d) other reasons which, when appealed to the Commissioner of Education or heard by a hearing officer, shall be held by him or her to be sufficient cause for such dismissal.

Upon determination made by the Board in executive session that there is probable cause for terminating the Superintendent's employment contract, written charges shall be prepared and served personally or by certified mail upon the Superintendent who shall be allowed at least ten (10) working days for answering the same in writing. The Superintendent shall state in the answer whether a hearing on the charges is desired.

If the Superintendent is not offered the position of Superintendent or a comparable position in the resulting district, then the Board shall continue to pay the Superintendent all of the salary and benefits provided for under this employment contract, until the end of the term of this contract.

If the resulting district fails to pay said salary and benefits, such cost shall be a debt of the District, and the District shall continue in existence as provided by law for the purpose of paying such debt. Alternative severance arrangements may be entered into upon written agreement of the Superintendent and the Board.

30. Written Contract

This employment contract contains all the agreements made between the Board and the Superintendent and supersedes all prior contracts, memoranda and agreements. No other document shall be deemed to contain any binding commitment between the Board and the Superintendent unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this contract is signed by the President of the Board, and (iii) is signed by the Superintendent and by the President of the Board pursuant to a Board resolution authorizing the President to do so.

31. Notices

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by him or by his attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

(a) To the Superintendent

Personally or by certified mail, return receipt requested, addressed to his residence.

(b) To the Board

To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to her/his residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

(c) Date Given

Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

IN WITNESS WHEREOF, the parties have signed this employment contract as of the day and year first above written, intending to be legally bound.

BOARD OF EDUCATION, AUBURN
ENLARGED CITY SCHOOL DISTRICT

By: 

Dated: 6-27, 2017

SUPERINTENDENT

By: 

Dated: 6/27, 2017

STATE OF NEW YORK)
COUNTY OF CAYUGA)

On June 27, 2017, before me came Michael McCole, to me known who, being by me duly sworn, did depose and say that he is the President of the Board of Education of Auburn Enlarged City School District described in, and which executed the foregoing employment contract; that he knows the seal of said school district; that the seal affixed to said contract is such school district seal; that it was so affixed by order of the Board of Education of said school district; and that he signed his name thereto by like order.

Sandra Van Giesen
NOTARY PUBLIC

SANDRA S. VANGIESEN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN CAYUGA COUNTY
LIC. #01VA4880663
MY COMM. EXP. 12/15/2018

STATE OF NEW YORK)
COUNTY OF CAYUGA)

On June 27, 2017, before me came Jeffrey A. Pirozzolo, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledge to me that he executed the same.

Sandra Van Giesen
NOTARY PUBLIC

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OATH OF OFFICE

STATE OF NEW YORK)

AUBURN ENLARGED CITY SCHOOL DISTRICT)

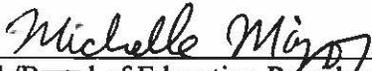
I do solemnly swear (or affirm) that I will support the constitution of the United States, and the constitution of the State of New York, and that I will faithfully discharge the duties of the office of Superintendent of Schools, according to the best of my ability.

Dated:



Jeffrey A. Pirozzolo
Superintendent of Schools

Subscribed and sworn to before me on
this 5th day of July, 2017



~~Clerk/Board of Education President/Notary Public~~