

COPY

EMPLOYMENT AGREEMENT: SUPERINTENDENT OF SCHOOLS

This Agreement is made the 28th day of November, 2007, between the Board of Education of the City School District of the City of Schenectady, (hereinafter referred to as "the Board"), and Eric Ely, who resides at 1836 Oakland Avenue, Schenectady, New York.

RECITALS

A. The Board is the elected governing body of the City School District of the City of Schenectady (hereinafter referred to as "the District"), a New York State municipal corporation with principal offices located at the Mont Pleasant Middle School, 108 Education Drive in the City and County of Schenectady, New York. The District is a small city school district, subject to the provisions of Article 51 of the New York State Education Law.

B. By Resolution No. 050921.04 adopted September 21, 2005, the Board has appointed Eric Ely to the position of Superintendent of Schools. Eric Ely (hereinafter referred to as "the Superintendent of Schools") accepted said appointment together with renewals of said appointment, and has served in that capacity since that time, with terms and conditions of employment established by a written contract. By resolution No. 70702.11 adopted July 2, 2007 and resolution No. 071107.07 adopted November 7, 2007 the Board of Education extended that appointment for an additional term through June 30, 2011.

C. The position of Superintendent of Schools in the District is part of the Unclassified Civil Service. Service in this position in the District does not lead to tenure pursuant to the Education Law.

D. The Superintendent of Schools has been provided a full and fair opportunity to be represented by counsel in the negotiations leading to execution of this Agreement, including but not limited to the opportunity to review this Agreement with counsel of his choice, to have the same explained to him by that counsel, and to have counsel act on his behalf in discussions with the District

E. The Superintendent of Schools is permanently certified by the New York State Education Department as a School District Administrator.

F. The parties, in consideration of the mutual promises set forth herein, enter into this Agreement to fix the terms and conditions under which the Superintendent of Schools will serve in that capacity.

COVENANTS

1. **Duration of Agreement.**

A. **Term of Agreement.**

The term of this Agreement will commence July 1, 2007, and terminate June 30, 2011, unless extended or earlier terminated pursuant to the provisions of Section 5 of this Agreement.

B. **Definition of the term "Year."**

As used in this Agreement, except when used as part of a phrase such as "school year," "academic year" or "calendar year," the term "Year" will mean the period commencing July 1 in one calendar year and ending June 30 in the next calendar year.

2. **Duties and Responsibilities.**

A. **Job Description.**

The Superintendent will be the chief administrative officer of the District, and he will perform all the duties, and possess all the authority, now or hereafter imposed upon or granted to a superintendent of schools by the laws of the State of New York, including but not limited to the New York State Education Law and the rules and regulations of the New York State Board of Regents and the Commissioner of Education. The Superintendent will further perform such additional duties and exercise such additional authority and powers as are delegated or assigned to him by the Board. The Superintendent's duties are additionally set forth in the job description attached hereto and made a part hereof, as such job description may from time to time be amended or changed by the Board.

B. **Duty to Devote Full Time and Attention to the Employment.**

Throughout the period of his appointment as Superintendent of Schools, the Superintendent of Schools will devote his full time, skill, labor and attention to the discharge of his duties to the best of his ability.

C. **Attendance at Conferences.**

It is expected and understood that the Superintendent's professional duties and responsibilities will include attendance at and participation in conferences, meetings of professional organizations, and other similar or related professional development activities on a regular basis throughout his service in the District. Time spent in such activities will be considered working time and will not be credited against leave allowances, and the reasonable expenses of the Superintendent related to such activities will be paid or reimbursed on presentation of itemized receipts, subject to the limitations set forth in this paragraph. Prior approval of the activity by the Board will be required for any of the following:

- i) if the Superintendent attends at and participates in a conference, meeting or other activity of more than five (5) days duration; or
- ii) if the Superintendent attends at and participates in a conference,

meeting or other activity and the time spent in the planned activity, when added to the time already spent in the school year attending at and participating in conferences, meetings or other activities covered by this paragraph, will exceed twenty (20) days; or

iii) if the cost to the District for the Superintendent to attend at and participate in a given conference, meeting or other activity will exceed One Thousand Five Hundred Dollars (\$1,500); or

iv) if the cost to the District for the Superintendent to attend at and participate in a conference, meeting or other activity, when added to the costs already spent in the school year for the Superintendent to attend at and participate in conferences, meetings or other activities covered by this paragraph, will exceed any applicable budgetary allocation.

D. **Communication Regarding Absences.** The Superintendent will inform the Board, through the weekly Board distribution or other means agreed upon between the Superintendent and the Board, of all anticipated absences from the District. The Superintendent will make every effort to inform the Board President or, in the absence of the President, to inform another Board officer, of any unanticipated absence as far in advance of such absence as is possible.

E. **Cooperation with Distinguished Educators.** To the extent that New York Education Law section 211-b is applicable to the District, the Superintendent of Schools shall cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law section 211-c.

3. **Requirements for Employment.**

A. **Residence in District.**

Throughout the period of his service in the District, the Superintendent of Schools will reside within the territorial boundaries of the School District. Should the residence be terminated by him during the term of his employment, his employment will be terminated automatically.

B. Throughout the period of his continuing employment in the District the Superintendent of Schools will maintain his School District Administrator certificate as a condition of such employment. Failure to maintain such certificate will result in the automatic termination of employment.

4. **Performance Review.**

A. **Annual Review.**

The Superintendent of Schools's performance will be reviewed annually by the Board, ordinarily shortly after the end of the September to June academic year. The criteria to be used in such review will include measurable objectives relating to the specific duties of the position; such objectives will ordinarily be agreed on by the Superintendent and the Board each year as part of the annual review in the preceding year.

5. Continuation/Termination of Employment.

A. Extension of this Agreement.

On or before June 30th in each Year of the Superintendent of Schools's employment the Board will consider whether or not to extend the Superintendent of Schools's employment for an additional Year. This Agreement will be in effect throughout the period of the Superintendent of Schools's continuous employment in that position unless mutually amended or terminated by the parties.

B. Termination for Cause.

i) The Superintendent's employment may be terminated for cause, prior to the expiration of this Agreement, by a super majority (simple majority plus one) of the Board. Prior to such vote, the Superintendent will be provided with written notice of the specific charges alleged to constitute cause, and will have an opportunity for a hearing before the Board on those charges. Such hearing will occur no earlier than fourteen (14) calendar days following the Superintendent's receipt of the written charges. The hearing will not be a formal evidentiary hearing conducted pursuant to the strict rules of evidence, but will afford the Superintendent the following rights: to be accompanied by legal counsel of his choice; to be confronted by the witnesses against him and to question such witnesses; to examine the evidence against him and contest its validity; and to present witnesses and evidence on his own behalf. No written verbatim transcript of the hearing need be kept, but either the District or the Superintendent, or both, will be entitled to make an audiotape record of the hearing, and will be entitled to receive a copy of any audiotape record made by the other. The Board will, within seven (7) calendar days of the close of the hearing, render a decision as to whether there is cause to terminate the Superintendent's employment, and will set the effective date for any termination. Cause for termination of the employment may include, but is not limited to, a failure to comply with or adhere to any of the provisions of this Agreement. The Superintendent will be solely responsible for any expenses he incurs in connection with such hearing.

ii) The protections of this Section 5 paragraph B are provided in lieu of any rights the Superintendent might have pursuant to Education Law §3020-a or any other law or regulation relating to procedural requirements for discharge or discipline. The Superintendent hereby waives all rights He might have pursuant to Education Law §3020-a and any other law or regulation relating to procedural requirements for discharge or discipline.

C. Termination with Superintendent's Concurrence.

The District, by a super majority (simple majority plus one) of the Board, may propose to terminate the Superintendent's employment upon ninety (90) days written notice to the Superintendent. If the Superintendent concurs in writing with this decision, the District shall pay to the Superintendent, as severance pay, all aggregate salary he would have earned under this employment contract for a period of not less than twelve (12) months. However, in no event shall the Superintendent be compensated for a period in excess of the duration of this contract. In the event the Superintendent accepts the settlement specified above, the Superintendent waives the rights described in Section 5 paragraph B.

D. Voluntary Termination of Service.

i) Should the Superintendent of Schools choose to terminate his service prior to the expiration of this Agreement, he will provide the Board with at least ninety (90) calendar days written notice of such termination.

E. Agreement Terminates on Termination of Employment.

Upon termination, whether by the Board or the Superintendent of Schools, of the Superintendent of Schools's services, this Agreement will also terminate, except to the extent that it explicitly provides for continuation beyond that time.

6. Salary.

A. The Superintendent of Schools's annual salary for the Year July 1, 2007 through June 30, 2008 will be One Hundred Sixty-One Thousand and Sixty-Nine Dollars (\$161,069).

B. The Superintendent of Schools's annual salary for the period July 1, 2008 through June 30, 2011 will be the annual salary set forth in Paragraph A, above, except that the Board may, in its sole discretion, change the amount of the annual salary. However, in no event will the Superintendent of Schools's annual salary be less than his annual salary in the preceding Year of this Agreement.

C. The Board may award the Superintendent a one-year salary Supplement during any Year of this Agreement. Such Supplement shall be in an amount determined by the Board, based on the Superintendent's performance during the preceding Year. Award of the Supplement is wholly within the discretion of the Board. Such Supplement shall not become a part of the Superintendent's annual salary, and shall not continue to be paid in the following Year unless the Board specifically renews the award of the Supplement.

7. Benefits.

The Superintendent of Schools, throughout the period of his employment, will receive the following benefits in addition to salary:

A. Health/Dental/Vision Insurance.

i) **Health.** The District will provide hospitalization and major-medical insurance for the Superintendent of Schools in the form of an indemnity plan under a self-insured health insurance program. The health insurance benefits provided through said plan at the commencement of the Superintendent of Schools's employment will be maintained throughout the period of that employment. Said plan will contain the following deductibles and coinsurance:

Hospital Deductible (inpatient and outpatient combined): One Hundred Dollars (\$100) per individual per calendar year or Three Hundred Dollars (\$300) per family per calendar year for all covered hospital expenses:

Major-Medical Deductible: Two Hundred Dollars (\$200) per individual per calendar year; Three Hundred Dollars (\$300) per "two-member family" per calendar year; Four Hundred Dollars (\$400) per "more than two-member family" per calendar year; payments toward dental insurance claims will apply to the major medical deductibles.

Major-Medical Coinsurance: After the major-medical deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.

The health insurance program will include:

Major-medical maximum One Million Dollars (\$1,000,000) or beyond;

Basic hospitalization Three Hundred Sixty (360) day coverage;

Outpatient psychiatric coverage of eighty percent (80%) of the cost to be paid by the Board;

Eligible expense for psychiatric treatment of Eighty Dollars (\$80) per visit;

Surgical coverage to be the reasonable and customary fee;

Maternity-child care covering hospital room and board for a child during the seven (7) day period immediately following birth.

ii) **Vision Coverage.** The District will continue the vision care plan currently in effect, including examinations, eye glasses and contact lenses.

iii) **Dental Insurance.** The Superintendent of Schools will be insured for eighty percent (80%) of the costs of dental care in excess of the combined deductible as defined above (orthodonture not included).

iv) **Health/Dental Premium Contribution.** The District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. The Superintendent of Schools shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

v) **HMO Option.** The Superintendent of Schools will have the option to enroll in any Health Maintenance Organization (hereinafter "HMO") plan made available by the District.

B. Expense Reimbursement.

i) The Superintendent of Schools will be paid Two Thousand and Seven Hundred Dollars (\$2,700) annually, to reimburse him for travel within a twenty-five (25) mile radius of the District Central Administration Offices.

ii) The Superintendent of Schools will be reimbursed for travel in a personal vehicle outside of a twenty-five (25) mile radius of District Central Administration Offices at the current IRS rate. Reimbursement of such mileage expenses will occur after the submission of appropriate receipts and documentation.

C. **Tuition Reimbursement.** The Superintendent will be reimbursed for the full cost of tuition for graduate course work related to doctoral and/or post-doctoral studies relevant to his position.

D. **Income Protection Insurance.** The District shall purchase for the Superintendent an Income Protection Insurance Policy during the period of his employment with the District. The Income Protection Insurance shall provide for coverage of not less than seventy-five percent (75%) of the Superintendent's annual compensation after a six (6) month waiting period in the event that he is unable to work.

E. **Liability Insurance.** The District shall purchase for the Superintendent an Liability Insurance Policy during the period of his employment with the District. The Liability Insurance shall provide for personal coverage of not less than Two Million Dollars (\$2,000,000) for any legal action, including actions against the Superintendent as an individual, arising out of the course of the performance of his duties as Superintendent.

8. **Leave Allowances and Use.**

A. **Sick Leave.**

The Superintendent of Schools will be credited with twelve (12) days of sick leave July 1st of each Year of his employment. Such leave will be used for personal illness or medical appointments. With the approval of the Board, the Superintendent may use up to five sick days for personal business each year. Personal business leave shall be used to attend to personal, legal or business matters that cannot be performed outside the work day, and shall not be used for vacation, recreational purposes or employment by another employer. Unused sick leave may be accumulated to a total of two hundred twenty (220) days. Except as provided for in Paragraph 9, no payment for unused sick leave will be made to the Superintendent of Schools upon leaving the service of the District.

B. **Vacation Leave.**

The Superintendent will be credited, annually, with vacation days equal to the number of working days in the month of August. The Superintendent will be permitted to carry vacation days over from one year to the next. The maximum number of days which may be carried over is the number of days which, added to the days credited in the new year, will not exceed fifty-eight (58) days. When the Superintendent leaves the service of the District for a reason other than his failure to establish or maintain residence in the District, his failure to maintain the certificate required by Section 3 Paragraph B of this Agreement, or a finding by the Board pursuant to Section 5 Paragraph B that there is just cause for termination, he will be

compensated for his unused vacation days at his salary day rate at the time of leaving service, provided that he has provided any required notice, with payment not to exceed fifty-eight (58) vacation days.

C. **Non-Elective Contribution.** Any payments to the Superintendent of Schools pursuant to Paragraph 8(B) of this Agreement shall be paid by the District as a non-elective contribution to a tax-sheltered annuity selected by the District. The contribution shall be made according to regulations maintained in the payroll office of the Business Office of the District. If the Superintendent does not accept the non-elective contribution by the District, he foregoes any entitlement to the payment as described in Paragraph 8(B) of this Agreement.

9. **Retirement Benefits.**

A. **Participation in Retirement System.**

The Superintendent of Schools will participate in the New York State Teachers Retirement System, in accordance with the statutes, rules and regulations governing membership in that system.

B. **Tax-Deferred Annuity.**

i) On the request of the Superintendent of Schools, the Board will withhold a portion of his salary to make payment of the tax-deferred annuity program of his choice.

ii) The District shall make a contribution for the year July 1, 2007 through June 30, 2008 to a tax sheltered annuity (TSA) of the Superintendent's choice in the amount of Fourteen Thousand Eight Hundred and Ninety-Nine Dollars (\$14,899). Such contribution may be made by the District in periodic installments throughout the year. Such contribution shall continue to be made in each successive year in which this contract remains in effect.

C. **Payment for Accumulated Sick Leave.**

Upon retirement, the Superintendent of Schools will be paid a sum of money equal to the current salary day rate times one-quarter his number of days of accumulated sick leave, not to exceed two hundred twenty (220) days, provided he is then in the service of the District.

D. **Payment for Accumulated Vacation Leave.** Upon retirement, the Superintendent will be compensated for his unused vacation days at his salary day rate at retirement with payment not to exceed fifty-eight (58) vacation days, provided he is then in the service of the District.

E. **Retirement Incentive.** Upon becoming age eligible to retire according to the law and rules applicable to the New York State Retirement System and becoming tier eligible to retire, i.e., will receive full pension benefits upon retirement according to the law and rules applicable to the New York State Retirement System, the Superintendent will be offered a retirement incentive of either (i) a cash payment of one-third ($\frac{1}{3}$) of base salary or (ii) a \$200,000 life insurance policy or whatever amount up to \$200,000 can be purchased with a

At the option of the Superintendent, the same amount can be put towards a life insurance policy for his spouse, or the same amount can be put towards a life insurance policies divided between the Superintendent and his spouse.

F. **Non-Elective Contribution.** Any payments to the Superintendent of Schools pursuant to Paragraphs 9(C), 9(D) and/or 9(E) of this Agreement shall be paid by the District as a non-elective contribution to a tax-sheltered annuity selected by the District. The contribution shall be made according to regulations maintained in the payroll office of the Business Office of the District. If the Superintendent does not accept the non-elective contribution by the District, he foregoes any entitlement to the payment as described in Paragraphs 9(C), 9(D) and/or 9(E) of this Agreement.

G. **Health Insurance Participation.** Upon his retirement, the Superintendent of Schools shall be permitted to continue to participate in the District's health insurance plan. The District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for individual coverage and eighty-five percent (85%) of the premium for family coverage. The Superintendent of Schools shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

10. **Effect of Partial Invalidity or Unenforceability.** The invalidity or unenforceability of any provision of this Agreement will not affect the enforcement of the remaining provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both of the parties..

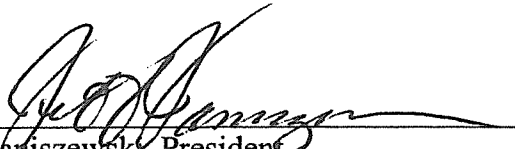
12. **Agreement Binding on Successors.** This Agreement will be binding upon the parties hereto, their successors, assigns, and heirs.

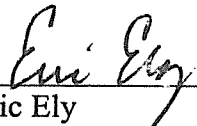
EMPLOYMENT AGREEMENT
SCHENECTADY CITY SCHOOL DISTRICT/SUPERINTENDENT OF SCHOOLS
JULY 1, 2007 TO JUNE 30, 2011

13. **Paragraph Titles.** The paragraph and subparagraph titles used in this Agreement are used solely for the sake of convenience and do not constitute any part of the terms of this Agreement, nor will they be used to interpret the terms or provisions hereof.


WHEREFORE, the parties hereto have set their hands hereto this 28th day of November, 2007.

SCHENECTADY CITY SCHOOL DISTRICT

By: 
Jeff Janiszewski, President


Eric Ely

Attest:


School District Clerk