

EMPLOYMENT CONTRACT BETWEEN
Superintendent
AND THE BOARD OF EDUCATION
OF THE
AVOCA CENTRAL SCHOOL DISTRICT

This employment contract, made and entered into this 24th day of June, 2022, by and between the **Board of Education of the Avoca Central School District** (hereinafter, the "Board") and **Stephen C. Saxton**, Superintendent (hereinafter referred to as Superintendent).

WITNESSETH THAT:

Whereas, the Board has offered to continue to employ the Superintendent as the Chief Executive and Administrative Officer of the Avoca Central School District (hereinafter, the "District") upon the terms and conditions set forth herein; and

Whereas, the Superintendent has accepted said offer of continued employment; and

Whereas, the Board and the Superintendent have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

Whereas, the District desires to provide the Superintendent with a new written employment contract in order to enhance his administrative stability and continuity within the school district which the District believes generally improves the quality of its overall educational program, and, whereas the District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the school district.

Whereas, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District;

Now, therefore, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the parties agree as follows:

Article I: General Conditions

Article I (a) - Written Agreement: This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the specified provisions of this agreement, or by another agreement in writing between the parties.

Article I (b) - Offer of Employment: The Board, pursuant to the applicable provisions of the New York State Education Law and in accordance with a resolution duly moved, seconded and adopted at a meeting held on June 21, 2022, hereby confirms its offer to continue employ the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

Article I (c) - Acceptance by Superintendent: The Superintendent hereby confirms his acceptance of the said offer of continued employment and agrees to perform, on a full-time basis and to the best of his ability, the duties of such position.

Article I (d) - Term of Employment: The Superintendent's term of employment shall be for the period commencing on July 1, 2022, and terminating on June 30, 2027, unless further extended or sooner terminated as hereinafter provided.

Any extension of the term of the Superintendent's employment shall be in the form of a written amendment to this Agreement, shall be upon the same terms and conditions as set forth unless otherwise agreed to in writing by the parties, and it shall not be considered that the Board and Superintendent have entered into a new Agreement unless expressly stated in writing signed by both parties thereto.

Article I (e) - Extension: The Board shall devote a portion of or all of one meeting, at least annually, during the month of May of each year, to review the evaluation of the performance of the Superintendent and render a decision regarding extension of the Superintendent's contract. Such portion of said meeting shall be conducted in executive session. Criteria to be utilized by the Board and the Superintendent shall be cooperatively developed, with the Board making the final determination. The Board shall notify the Superintendent in writing, no later than June 30th of each year of this contract of the Board's intent not to renew the contract; failure to notify the Superintendent within said time period will extend the terms of the contract for one year from the original termination date of the contract and the salary of the Superintendent for said additional year shall not be less than the salary paid to the Superintendent for his last year under the original contract, plus any minimum increment to which the Superintendent is entitled under said original contract. In such event, all the terms and conditions remain in full force and effect and apply to such additional year, except as the same may have been modified or changed by this paragraph.

Article I (f) - Superintendent's Duties and Responsibilities: The Superintendent shall be the Chief Administrative Officer of the District and shall perform all the duties of and possess all the authority now or hereafter granted to a Superintendent of Schools under the provisions of the said Education Law (Addendum A) or those of any other statute of the State of New York, or under the provisions of any Rule of the New York State Board of Regents, or under the provisions of the Regulations, or decisions of the Commissioner of Education of the State of New York. The Superintendent shall attend or have a representative attend, all meetings of the Board, including executive sessions, except such meetings or parts thereof at which the Superintendent's performance evaluation or compensation is discussed between the Board Members in executive session.

Without limiting the foregoing, the Superintendent shall possess, subject to the ultimate approval of the Board and within the constraints of negotiated contracts and policy, the specific authority, right and responsibility to:

- Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which best serves the District;
- Make recommendations to the Board as a prerequisite to either the appointment or termination of employment of both instructional and non-instructional personnel;
- Supervise and direct all other administrators, supervisors, principals, teachers, and all other persons employed in either the business management or the instructional activities of District; and
- The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent.

Consistent with and pursuant to Education Law section 211-b(S)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the commissioner.

Article I (g) - Certification: The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District.

Article I (h) - Compensation: The Superintendent's base salary shall be at the annual (12 month) rate of one hundred forty six thousand three hundred forty dollars and sixty nine cents (\$146,340.69) for the 2022-23 school year; paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payment to other District employees.

The Superintendent's base salary for the 23-24 and 24-25 school years shall be increased by 4.25% over the prior years base salary. The Superintendent's base salary for the 25-26 and 26-27 school years shall be determined by the Board no later than the 30th day of March, of each of those years; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received by him during the preceding twelve (12) month period.

Before any increase in the Superintendent's base salary shall become binding, such increase must be expressed 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, or agreed to extend the then existing termination date of this Agreement, unless such is expressly stated in a writing signed by both parties hereto.

Article II - Other Benefits of Employment:

In addition to the annual gross salary specified in Article I (h) of this Agreement, the Superintendent shall be entitled to receive the following benefits:

Article II (a) - Holidays: The Superintendent shall be entitled to those legal holidays recognized by the Board in the District's calendar: Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day and Day after Thanksgiving, Christmas Day, New Years Day, (or day before if a Saturday, or day after if a Sunday), plus an optional day before or after Christmas or New Years, Martin Luther King Jr. Birthday, President's Day, Good Friday, Memorial Day. When one of the aforementioned paid holidays falls on a Sunday, that holiday shall be observed

on the following Monday by all employees, providing school is not in session on that Monday. When one of the above paid holidays falls on a Saturday, the employee shall receive the preceding Friday as the holiday, providing school is not in session on that Friday. Other than legal holidays in the District's calendar, the Superintendent is expected to work during recess periods.

Article II (b) - Health Insurance: The Superintendent may enter the district's health insurance plan (Steuben Area Schools Employees' Benefit Plan) upon notice subject to the rules of the District's health insurance plan. The District will pay ninety percent (90%) of the premium cost for either family or individual coverage for the Superintendent if he wishes to participate in the health insurance coverage. Upon resignation from the District for the purposes of retirement, the Superintendent may convert all his total unused sick leave into a severance amount to be paid by the District. The formula for making said conversion shall be:

Severance Pay = Sick Leave Days X Then Current Annual Salary Divided by 480

Payment in Lieu of Health Care Coverage

If the Superintendent provides to the Board written notice of a waiver or rights to health insurance under this agreement, then the Board shall annually pay to the Superintendent thirty-three 33% of the District's portion of the applicable health insurance premium pursuant to this Article. Provided further that receiving a payment in lieu of health insurance shall in no way diminish the Superintendent's right to the retirement benefits provided for in Article II(e) of the underlying employment agreement.

If the Superintendent re-enters the Plan during the contract, the Superintendent will forfeit his salary increase. If the Superintendent elects coverage during the year or declines coverage during the year, the payment in lieu of insurance and salary increase will be prorated as of the date of change in coverage. The payment will be prorated in accordance with any change in employment status. The payment shall be made in the final payroll of the school year.

The Superintendent will be permitted to enroll in the health care plan offered by the District without forgoing the contractual salary increase in the event that he loses coverage because of any of the following:

- a. Death of spouse;
- b. Reduction of spouse's hours;
- c. Loss of spouse's employment for any reason other than gross negligence;
- d. Spouse becomes entitled to Medicare benefits (Part A or B or both); or
- e. Divorce.

Article II (c) - Optical/Dental Insurance: The District will pay one hundred percent (100%) of the premium cost for optical/dental insurance for either family or individual coverage for the Superintendent purchased through the Greater Southern Tier BOCES Self-funded Dental & Vision Plan. In retirement, the District shall provide the Superintendent with substantially similar optical and dental coverage as was provided during active service with the district paying one hundred percent (100%) of the premium cost for such insurance.

Article II (d) - Plan (105h): The Superintendent may elect to participate in the District's 105h Plan and the Board shall contribute to the plan for the Superintendent as follows: An employer contribution of \$900 annually.

The district will make a one time contribution to the Superintendents 105h account in the amount of \$2,500.00 in the pay period following the Superintendents 10th year anniversary in the district.

Article II (e) - Benefits after Retirement: If the Superintendent retires from employment hereunder pursuant to the provisions of the NYS Teacher Retirement System, the district will provide the following benefits to the Superintendent as stipulated below:

Upon retiring from the Avoca Central School District after 5 years of service, the district will pay fifty percent (50%) of the Superintendent's premium for individual or family health insurance as provided by the District Plan.

- When the Superintendent becomes eligible for Medicare following retirement hereunder, coverage under the District's health plan shall become secondary to Medicare and to the extent consistent with the rules of the District's health insurance provider. The District's plan will reduce payments for medical services by the amount that the Superintendent is or would be eligible to receive under Medicare.

In lieu of the health insurance provided pursuant to paragraph (e) of Article II, the Superintendent may request the district directly pay the premium owed to the Arkport Central School District for the health insurance premium that the Superintendent's spouse owes the Arkport Central School District to maintain family health insurance. The District shall only be responsible for the amount that would otherwise be owed if the Superintendent were receiving health insurance in retirement from the district. The Superintendent must affirmatively notify the district in writing by April 1 of each school year of which option he will accept for each school year.

Article II (f) - Temporary Leaves: Temporary leaves of absence with full pay and allowances with no deductions from sick leave or personal leave shall be granted the Superintendent for the following purposes:

- Bereavement:** The Superintendent shall be entitled to 5 days of paid leave due to a death in his immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.
- Jury Duty:** To perform jury duty or other service required by law, court order, or other

governmental authority beyond the control of the Superintendent and necessitating absence from duty. However, during such service, the Superintendent shall be required to perform the duties of his position when feasible.

Article II (g) - Vacation Leave: The Superintendent shall receive 25 vacation days at the time of commencement of employment. Every year thereafter, the Superintendent shall receive an additional twenty-five (25) vacation days. The Superintendent will be allowed to take up to ten days (10) vacation days while school is in session but not over five consecutive days (5) unless the Board is notified in advance and it would not interfere with the operation of the District. Nor shall he take in excess of ten (10) consecutive days of said time, without prior approval from the Board. In the event the Superintendent has unused accumulated vacation leave at the end of any given year of his employment hereunder, he will be paid for up to ten (10) of these unused vacation days at his then current salary in which he has accumulated the vacation days. For purposes of this clause the value of an unused accumulated vacation day shall be computed at the rate of 1/240th of his annual salary at the time the day is paid. The Superintendent shall be permitted to carry-over a maximum of five vacation days from year to year. The Superintendent shall be paid for all unused and accumulated vacation leave at the time his employment with the district terminates. Such payment shall be in the form of a non-elective employer contribution to the Superintendent's 403(b) plan account. In the event that such contribution would exceed the Superintendent's allowable limit pursuant to the IRC, the district shall pay any remaining sum as a non-elective employer contribution within two weeks after the start of the next calendar year after the Superintendent retires.

Article II (h) - Sick Leave/Personal Leave: The Superintendent shall be credited with fifteen (15) sick leave days at the time of hire. Effective July 1, 2015, and each July 1 thereafter, the Superintendent shall be credited with 15 sick leave days, which leave may be used during any subsequent year of employment, cumulative up to a maximum of two hundred fifty (250) days. Upon resignation from the District for the purposes of retirement, the Superintendent may convert all his total unused sick leave into a severance amount to be paid by the District. The formula for making said conversion shall be:

Severance pay = sick leave days x then current salary divided by
480

Such payment shall be in the form of a non-elective employer contribution to the Superintendent's 403(b) plan account. In the event that such contribution would exceed the Superintendent's allowable limit pursuant to the IRC, the district shall pay any remaining sum as a non-elective employer contribution within two weeks after the start of the next calendar year after the Superintendent retires.

Article II (i) - Professional Growth and Expenses: The District encourages the continuing professional growth of the Superintendent through his participation, as he might decide in light of his responsibilities as Superintendent, in:

- The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations.
- Seminars and courses offered by public or private educational institution; and
- Informational meetings with other persons whose particular skills or backgrounds

would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.

- The District will pay membership fees for professional educational organizations: NYSCOSS and the American Association of School Administrators.

Article II (j) - Transportation Expenses: The District will pay the actual cost incurred by the Superintendent for reasonable out-of-district travel in the performance of his duties. Mileage is reimbursed at the BOE mileage amount if the superintendent's personal car is used.

Article II (k) - Personal days: The Superintendent shall be awarded three (3) personal leave days in each year of the agreement. Unused personal days shall be converted to sick days at the conclusion of each year.

Article II (l) - Tax Sheltered Annuity: The Superintendent may participate in the District's tax sheltered annuity plan with an annual employer contribution of \$1,500.

Article II (m) - Life Insurance: The Superintendent shall be afforded the district provided \$10,000 life insurance policy as provided to all other district employees each year for the duration of his employment with the district.

Article II (n) - Cell Phone: The District shall provide the Superintendent with a monthly stipend of sixty (\$60) per month for the use of his personal cell phone for district business.

Article III - Indemnification: Pursuant to Public Officers Law 18, the district agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent within the scope of his employment or under the direction of the Board, including but not limited to all uninsured financial loss arising out of any proceeding, 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.

Article IV - Other Work: The Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, without remuneration, and with notification to the Board and as long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

Article V - Disability: If, by reason of sickness or other disability or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required of him hereunder for a period of time extending beyond the Superintendent's sick leave entitlement, then in that event, the Board in its sole discretion, may extend the Superintendent's sick leave of absence for an additional thirty (30) days. If such disability continues for more than ninety (90) consecutive days beyond exhaustion of the Superintendent's accumulated sick leave entitlement and beyond the period of any extension the Board may grant pursuant to this paragraph, or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, as determined by the Board, the Board may, at its option, terminate this Agreement,

whereupon the respective duties, rights and obligations hereof shall terminate.

In light of the unique nature of the professional duties of Superintendent of Schools, the District shall, at its expense, provide to Superintendent a complete medical examination, not less than once every two years and no more than once each year. The report of any such medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician concerning the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential to the extent permitted by law.

Article VI - Evaluation

Article VI (a) - Goals & Objectives: On or prior to August 31st of each school year, the parties will meet to establish District goals and objectives for the next succeeding school year. Such goals and objectives shall be reduced to writing and be among the criteria which the Superintendent is evaluated as hereafter provided.

Article VI (b) - Evaluation: The Board of Education shall devote all or a portion of a meeting, held during the month of May annually, to a discussion of the working relationship between the Superintendent and the Board. This evaluation of the Superintendent's performance should occur in an executive session of a regular or special Board meeting. All aspects and outcomes of the Superintendent's evaluation should be considered and kept as confidential information. The Board will review with the Superintendent his performance in accomplishing the mutually established goals and objectives. The Superintendent and the Board will mutually develop an evaluation instrument. A written evaluation of the Superintendent's performance will be provided at this time and the Superintendent will be given time to respond to the evaluation. Following the meeting, a copy of the written evaluation will be provided to the Superintendent and a copy placed in his personnel file.

Article VII - Complaints & Termination

Article VII (a): Referral of Complaints: The Board will promptly refer to the Superintendent, in writing, any criticism, complaint or suggestion which in its collective judgment is deserving of such referral for his study and recommendation regarding the administration of the District or the Superintendent's performance of his duties. Failure to comply with the provisions of this paragraph shall preclude the Board from presenting any evidence in connection with a proceeding brought pursuant to Article VII of this agreement.

Article VII (b) - Termination: The employment relationship between the Superintendent and the Board may be terminated for any of the following reasons:

- Disability of the Superintendent;
- Written resignation of the Superintendent;
- Termination upon agreement;
- Discharge for good and sufficient cause.

Any such termination shall be governed by the following :

Disability of the Superintendent. If by reason of disability due to illness or other incapacitation, and consistent with paragraph 14 hereof, the Board may elect to terminate this Agreement, at which time all obligations of the Board to the Superintendent shall cease except benefits which are to continue into retirement as per paragraph 11.

Written Resignation of Superintendent. The Superintendent may, at his option, resign from his employment by the District upon giving written notice of such resignation to the President of the Board at least one hundred and twenty (120) days in advance of the effective date of such resignation. If mutually agreed upon between the Board of Education and the Superintendent, the date may be changed to less than 60 days. The Superintendent shall be obligated, in any event, to fully perform his duties up to the effective date of such resignation.

Termination by Agreement between Superintendent and Board. Either party may propose to terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the execution of a written termination agreement, the terms and conditions thereof shall supersede any and all terms of this Agreement, which shall become null and void upon the termination date specified in said termination agreement.

Discharge for Cause. The Board may not arbitrarily or capriciously call for the dismissal of the Superintendent. Throughout the term of this agreement, the Superintendent shall be subject to discharge by the Board for good and just cause. Good and just cause shall constitute conduct which is detrimental to the District, including, but not limited to, the neglect by the Superintendent of his duties and responsibilities, incompetence, insubordination, inefficiency, the commission of immoral acts, and/or other good and sufficient reason(s). The Superintendent shall receive written charges from the Board and will receive a private hearing before a hearing officer to be mutually chosen by the Superintendent and the Board from a list provided by the American Arbitration Association. Such hearing will be held at least thirty (30) days but no longer than sixty (60) days following the Superintendent's receipt of written charges, and the Superintendent may be represented by counsel at his own expense. The hearing officer will make findings of fact, and issue a recommendation to the Board. The Board may accept, modify, or reject the recommendation of the hearing officer, and make its own determination, provided that the Superintendent may appeal such determination through the judicial process or to the Commissioner of Education. Any determination made by the Board shall set forth its findings and conclusions and be submitted in writing to the Superintendent under this section, written notification to the address of the Superintendent as recorded on District records will suffice. The Superintendent may be suspended with pay and benefits during the pendency of all proceedings.

If the Superintendent resigns in lieu of discharge, the Board of Education will pay to the Superintendent one year's salary or the remainder of salary due under this agreement, whichever is less.

Article VII (c) - Severability: This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision. If during the term of this contract it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

Article VIII- Survival: If the District is dissolved, annexed to, merged or consolidated with one or more school districts, the Board agrees that the Superintendent shall be entitled to receive salary, benefits and rights provided for under this agreement for the balance of the unexpired term hereof. If the Superintendent is not appointed to the position of Superintendent of Schools or a comparable position in the merged district or if the Superintendent declines to accept such appointment, then the Board shall continue to pay the Superintendent all salary and benefits provided for under this Agreement, until the end of the term of the agreement. If the merged district fails to pay said salary and benefits, such cost shall be a debt of the district and the district shall continue in existence provided by law for the purpose of paying such debt. Alternative severance arrangements may be entered into upon the written agreement of the Superintendent and the Board.

Waiver: In the event any term or condition of this contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

Counterparts: This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

Complete Agreement: This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

IT WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

FOR THE BOARD

THE SUPERINTENDENT

By: Megan Hubbard

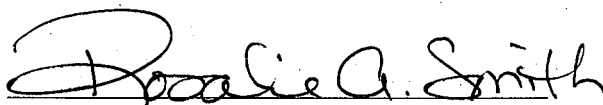
Stephen C. Boyd

STATE OF NEW YORK)
)
) ss.:
COUNTY OF STEUBEN.)

On this 24 day of June, 2022, before personally appeared Stephen C. Saxton, to me personally known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Avoca Central School District at a public meeting duly held on the 24 day of June, 2022, and has been made a part of the minutes of that meeting.

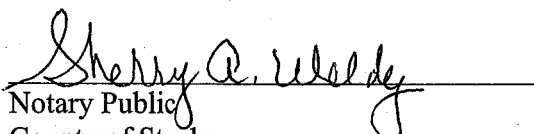
ROSALIE A. SMITH
Notary Public - State of New York
No. 01SM8155744
Qualified in Steuben County
My Commission Expires November 20, 2022


Rosalie Smith, District Clerk
Avoca Board of Education

STATE OF NEW YORK)
)
) ss.:
COUNTY OF STEUBEN.)

On this 24 day of June, 2022, before personally appeared Rosalie Smith known. who being by me duly sworn, did depose and say that she resides at Arden NY; that she is the Clerk of the Board of Education of the Avoca Central School District described in, and which authorized the execution of the foregoing agreement; that she knows the seal of said school district; that the seal affixed to said agreement is such school district seal; that it was so affixed by order of the Board of Education of said school district; and that she signed her name thereto by like order.

SHERRY A. WELDY
Notary Public - State of New York
No. 01WE6281974
Qualified in Steuben County
My Comm. Expires May 13, 2025


Notary Public
County of Steuben
My Comm. Exp.: May 13, 2025

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