

## EMPLOYMENT AGREEMENT

This **AGREEMENT**, by and between the **BOARD OF EDUCATION OF THE VICTOR CENTRAL SCHOOL DISTRICT**, located in Ontario County in the State of New York (hereinafter called the “Board”) and Dr. Timothy G. Terranova (hereinafter called the “Superintendent of Schools”) in accordance with the action of the Board, as confirmed in the minutes of the meeting held on the twelfth (12) day of December, 2019 as follows:

### **WITNESSETH:**

In consideration of the conditions, covenants, and terms herein contained, it is mutually agreed as follows:

1. Employment of Superintendent of Schools. The parties agree that Dr. Timothy G. Terranova shall be employed by the Board to perform the duties of the Superintendent of Schools in and for the public schools in the Victor Central School District (the “District”), as prescribed by the laws of the State of New York, Regulations of the New York State Commissioner of Education, Title 8 NYCRR, and by the policy, rules and regulations of this District, as well as the customs and practices of the Board as presently in effect and shall be responsible to the Board of Education.

2. Duties and Authority of Superintendent of Schools. The Superintendent of Schools shall be the chief administrative officer of the District and shall perform all the duties, accept all the responsibilities, and have all the power and authority ordinarily required of and vested in a Superintendent of Schools in the District pursuant to the provisions of the Education Law of the State of New York. The Superintendent of Schools shall also perform the duties and responsibilities specified in this Agreement and in Section 1711 of the Education Law of the State of New York. As the chief administrative officer of the District, the Superintendent of

Schools shall be accountable to the Board, and shall exercise such rights and powers and shall perform such other duties as are or hereafter shall be enjoined upon him by the Board, including, but not limited to, the following:

A. Administer and supervise the Victor Central School System within the framework of the policies of the Board.

B. Make recommendations on curriculum planning, or revision of curriculum to the end that policies and procedures of the Board may be implemented.

C. Keep the Board advised of all significant matters concerning the administration of the District with particular emphasis on matters relating to discipline, personnel relations, and finances.

D. Make recommendations to the Board as to organization and/or reorganization of the administration of instructional programs, business affairs, and administrative staff of the District, which seems to best meet the needs of the District.

E. Be responsible for recruiting both teaching and nonteaching personnel for vacancies, and for oversight of interviews and investigations of applicants for such positions.

F. Recommend to the Board instructional, administrative and non-instructional personnel for appointment, tenure, dismissal, and the placement and transferring of personnel.

G. Prepare the notice of an agenda for all meetings of the Board and the committees thereof, together with information, comments, and recommendations when requested by the Board, or committees thereof, and/or when deemed appropriate in the judgment of the Superintendent of Schools.

H. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties. Similarly, the Superintendent shall promptly advise the Board of such developments or incidents, which could adversely affect the administration, operation or mission of the District.

I. The Superintendent shall be entitled to attend and participate in all Board meetings and Executive Sessions of said meetings, except for those Executive Sessions, or portions thereof, which relate to Board deliberations concerning the Superintendent's actions or inactions relating to threatened or potential litigation, or those deliberations relating to evaluation of the Superintendent's performance and/or salary adjustments for the Superintendent. The Superintendent will have the right to attend any Board or Citizens' Committee meetings.

J. Carry out the duties set forth in Section 1711 of the New York State Education Law, as amended or superseded, and, consistent with Section 211-b of the Education Law, shall cooperate fully with any distinguished educator appointed by the Commissioner pursuant to Section 211-c of the Education Law.

K. The Superintendent of Schools will, in general, perform extra duties appropriate to the position of superintendent of schools, as the Board may legally authorize or direct.

3. Compensation. During the term of this Agreement, the Superintendent shall be compensated as noted below:

The base annual rate of salary for the Superintendent of Schools shall be effective February 13, 2020 through June 30, 2021 shall be one hundred ninety thousand dollars

(\$190,000) to be prorated from February 13, 2020 through June 30, 2020. The Superintendent's base salary for the subsequent twelve-month period of employment beginning July 1, 2021 shall be determined by the Board. It is expected that such a determination will be made upon completion of the Superintendent's annual performance evaluation by the Board pursuant to section 8 below.

Such salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District and shall be subject to the provision and requirements of Article 11 of the Education Law of the State of New York, relative to the State Teachers' Retirement System. In no event will the salary for any succeeding year be less than the previous year.

Any further adjustment in compensation, fringe benefits or other terms and conditions of employment made during the life of this Agreement shall be in the form of a written Amendment and shall become a part of this Agreement. It is agreed, however, that by so doing and unless required by operation of law, it shall not be considered that the Board has entered into a new contract with the Superintendent, nor that the termination date of the existing contract has been extended. However, the Board may, by specific action, extend the expiration date of the existing contract.

4. Term of Employment. Except as provided below in this paragraph and paragraph 19, the duration of this contract and the compensation provided herein shall be for a period of from February 13, 2020 to June 30, 2024. The term of Dr. Timothy G. Terranova's appointment as Superintendent of Schools by the District shall be for a period of four years and four months, from February 13, 2020 to June 30, 2024, unless further extended or sooner terminated as herein after provided.

5. Full-Time Employment. The Superintendent of Schools shall devote his full time and skill, labor, and attention to his employment by the District during the term of this Agreement. However, the Superintendent of Schools may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations relating to his professional duties and responsibilities so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties or responsibilities as specified herein and subject to review by the Board at any time with discretion to disapprove any activity.

6. Required Certification.

Upon commencement of employment, the Superintendent shall furnish and thereafter maintain, throughout the term of this appointment, valid and appropriate certification to act as Superintendent of Schools in the State of New York. The revocation or suspension of such certification at any time during the term of this Agreement shall be grounds for immediate dismissal of the Superintendent by the Board without regard to the hearing process noted in Section 19 of this Agreement.

7. Development of Evaluation Methodology.

On or about August 1<sup>st</sup> each year of the Agreement, the Superintendent shall meet with the Board to develop goals, objectives and criteria for the evaluation of the Superintendent, at the minimum, on an annual basis.

Thereafter, and within sixty (60) days, the Superintendent shall furnish the Board, by said date, with a memorandum setting forth those mutually agreed upon areas within which the Superintendent is to concentrate his efforts during the ensuing year, including a statement of the goals and objectives to be achieved during the year, together with criteria for evaluating such performance. This process shall be continued from year-to-year, taking place on or about

October 1st, unless otherwise agreed by the parties. However, it is understood and agreed that, notwithstanding the mutually designated areas of concentration, the Superintendent is, and shall be, responsible for the District's entire educational process.

8. Evaluation Process.

The Board shall meet with the Superintendent in May 2020 in Executive Session to provide verbal feedback on the Superintendent's performance to date.

At times mutually convenient during each year of employment, the Board will meet and confer with the Superintendent at a designated Executive Session portion of a Board meeting to engage in general discussions and an oral evaluation with the Superintendent concerning performance to date and future goals and expectations. The results of this discussion will be reduced to writing by the Superintendent for review and approval by the Board and once approved, serve as a basis for continuing observation and discussion throughout the remainder of the school year.

The Board shall conduct a formal evaluation of the Superintendent's performance annually. The evaluation will take place and be reviewed with the Superintendent in Executive Session at a Board meeting to take place upon mutually convenient date(s), but no later than June 1st, wherein overall performance and working relationships will be taken into account. This evaluation will be reduced to writing.

9. Leave Time. The Superintendent shall notify the Board President whenever he is to be away from the District for a full day on District business or for one-half day or more on leave, and shall complete a District form accounting for all such absences and the deductions from his accruals for the use of such leave, and submit them to the District Clerk for recording the deductions from leave accruals and review by the internal auditor.

A. Vacation Leave. The Superintendent of Schools shall be entitled to receive six (6) days of paid vacation leave on February 13, 2020 exclusive of legal holidays as set forth on the District calendar for the school year.

The Superintendent shall be entitled to receive twenty-five (25) days of paid vacation leave exclusive of legal holidays as set forth on the District calendar for each school year which will be credited on July 1 of each year (except that in the event his employment is terminated, his vacation shall be recognized as accruing pro rata based on his days of service after July 1 of the year of termination). Up to five (5) vacation days accruing in any school year may be carried over and used during the following year. In the event either party to this Agreement terminates the Superintendent's employment for any reason, he will be paid for any unused vacation accrued pro rata for the portion of the new year worked after July 1 and days accrued and carried over from the previous year for use during the year of termination.

B. Sick Leave. On February 13, 2020, the Superintendent of Schools shall be credited with fifty (50) sick days.

The Superintendent of Schools shall be credited with twelve (12) sick days as of July 1 of each year. Unused sick leave shall be cumulative not to exceed two hundred forty (240) days. Sick leave shall be defined as personal, illness or injury, dental, optical or medical appointments of the Superintendent. The Board may require a medical opinion confirming such illness, injury or appointment.

Upon completion of ten (10) years in the District, the Superintendent shall be entitled to sell back unused sick days (exclusive of the initial fifty (50) sick days provided upon commencement of employment) upon retirement from the School District into the New York State Retirement System, at a rate of one hundred twenty-five dollars (\$125.00) per day (with a

maximum number of days being two hundred forty (240) and a total maximum payout of thirty thousand dollars (\$30,000).

C. Bereavement Leave. The Superintendent shall receive up to five (5) days of paid bereavement leave in the event of a death in the Superintendent's immediate family. The immediate family means father, mother (as well as in-laws), spouse, child, stepchild, sibling, grandparents, as well as any member of the Superintendent's household. Other instances of paid bereavement leave will be at the discretion of the Board.

D. Personal Leave. The Superintendent shall be eligible for three (3) paid days during any one school year, to be used for personal business, which cannot be conducted except during the academic school day. In the event of an emergency and the Superintendent has used all personal days, he may make written application to the Board requesting permission to use a sick leave day. A specific reason for days of personal obligation shall not be required or requested. If any of these days are not used by June 30 of any school year, the unused day(s) will be added to sick leave accumulation and be subject to the Sick Leave provisions in paragraph 9(B).

E. Holidays. During each year of this Agreement the Superintendent shall be entitled to the paid holidays established in the annual school calendar.

F. Jury Duty. Time off necessary for the performance of ordered jury duty shall be granted with pay. The Superintendent shall turn over to the District monies received for jury service, if any, except reimbursed meals and mileage. If the Superintendent is required to serve on jury duty for three (3) hours or less in any one day, or is on call by the court, he will report to work for the day or the remainder of it.



10. Insurance.

A. Health Insurance.

The District will provide to the Superintendent the Healthy Blue Health Insurance Program, or a substantially equivalent plan. The District will pay eighty-five percent (85%) of the total premium cost for the Healthy Blue 25/40 product in the health insurance plan stated above for Individual or Family Coverage.

The Superintendent will have the option to enroll in a HDHP through FLASHP called the Healthy Blue HDHP Signature \$1,500/\$3,000 medical plan for Individual or Family Coverage.

The District's contribution toward the base Healthy Blue HDHP Signature plan premium will be one hundred percent (100%). The Superintendent will receive three thousand dollars (\$3,000) for a family plan or one thousand five hundred dollars (\$1,500) in a single plan into a Health Savings Account. The Superintendent will be eligible for a District contribution as of January 1 each year of three thousand dollars (\$3,000) for a family plan or one thousand five hundred dollars (\$1,500) for a single plan to a limited purpose, post deductible Health Reimbursement Account/105 Plan HRA. At the end of each calendar year, unused amounts remaining in the Limited Purpose HRA account will be forfeited and will not roll over to the following year. The HRA account balance will not exceed three thousand dollars (\$3,000) or one thousand five hundred dollars (\$1,500) of District contributions in any given year.

If the Superintendent is otherwise covered by health insurance and provides proof of alternative sponsored coverage, in lieu of this payment towards premiums the Superintendent may receive an annual payment of four thousand dollars (\$4,000) paid into his 403(b) plan. The amounts to be contributed as non-elective contributions shall be subject to all applicable limits

on contributions to such plan. Any amounts not permitted to be contributed to the Section 403(b) plan due to applicable limits or the failure to make a timely contribution will be paid to the Superintendent in cash in the applicable year.

B. Dental Insurance.

The District also provides all staff members with the Blue Cross/Blue Shield Dental Blue - Option 3, or a substantially equivalent plan. The District will pay eighty-five percent (85%) of the total premium cost for employees enrolled in the dental insurance coverage.

C. Disability Insurance. The Board will provide a disability insurance policy which will reimburse the Superintendent up to sixty percent (60%) of his annual salary, based on a deductible period of ninety (90) days or his total accumulated sick leave, whichever is greater.

D. Term Life Insurance. The Board shall pay the premium for the Superintendent for a life insurance policy with a benefit of two hundred fifty thousand dollars (\$250,000).

11. Retirement.

A. By June 30 of each year of his employment as Superintendent, the District shall make a non-elective contribution to a Section 403(b) or other similar plan on behalf of the Superintendent in the maximum amount allowable by law (up to the amount of funds available under this provision). The amount to be contributed by June 30 of each year shall be Seven thousand dollars (\$7,000). The amounts to be contributed as non-elective contributions shall be subject to all applicable limits on contributions to such plan. Any amounts not permitted to be contributed to the Section 403(b) plan due to applicable limits or the failure to make a timely contribution will be paid to the Superintendent in cash in the applicable year.

B. In the event the Superintendent retires after being employed by the District for at least ten (10) years, with eligibility for benefits, without penalty, under the New York State Teachers Retirement System, the Board shall continue the Health Insurance Coverage at the same premium and/or contribution rates prior to retirement, for the Superintendent and his dependents (medical and dental) for the remainder of his life. The Superintendent will be responsible to pay the same portion of premium paid to the District at the time of retirement.

The Health Insurance Coverage shall be the plans in which the Superintendent is enrolled at retirement or such other plan(s) available through the District from time to time subject to change at the Board's discretion to a comparable insurance plan with substantially equivalent benefits, and such medical coverage shall be only supplemental ("wrap around") health insurance coverage over and above that provided by Medicare for retirees after age sixty-five (65). The Superintendent shall pay any difference between the District's contribution set forth in this section and the cost of the premiums for the District plan elected by the Superintendent.

12. Pre-Employment and Annual Physicals.

The Superintendent agrees to submit to a comprehensive physical exam by a duly licensed physician prior to the start of his employment as Superintendent, and each school year thereafter, and to file a statement from the examining physician certifying to his ability to perform the duties of Superintendent with the Clerk of the Board. Such statement shall be treated as confidential information by the Board and the cost of the exam in excess of available insurance coverage shall be paid for by the Board.

13. Business Expenses.

A. The District shall pay or reimburse the Superintendent for reasonable expenses approved by the District and incurred by the Superintendent in the continuing performance of her duties under this Contract as permitted by state law and as approved by the District in the annual budget.

B. The Superintendent shall be entitled to mileage reimbursement at the applicable Internal Revenue Service rate for utilization of her automobile on school-related business, which requires travel outside of the District. To receive such reimbursement, the Superintendent shall submit appropriate documentation as required under District policy or practice.

14. Cell Phone.

The Board agrees to provide the Superintendent with a cell phone consistent with the Board Policy 8332, Use of District-owned Cell Phones. Incidental personal use of such cell phone is permitted provided such use does not result in excess charges incurred by the District.

15. Laptop Computer.

The Superintendent shall be provided with a District-owned laptop computer for his business use, which use shall be subject to all applicable Board policies. The cost of business use shall be an expense to the District and paid by the District. Incidental personal use of such computer is permitted provided such use does not result in excess charges incurred by the District.

16. Professional Meetings.

The Superintendent of Schools shall attend, at his discretion, professional meetings and conferences at the local, state and national levels related to his employment by the District, and

the reasonable and customary expenses of the Superintendent of Schools' attendance at such meetings and conferences shall be paid by the Board upon presentation of receipts documenting business-related expenditures (subject to the internal claims and all other audit procedures).

17. Association Membership.

The Board agrees to pay the membership dues of the Superintendent of Schools during the life of this Agreement in the American Association of School Administrators, the New York State Council of School Superintendents, and such other professional organizations as may reasonably be appropriate and related to his employment by the District upon receipt of the dues notices from such associations as approved by the Board President (subject to the internal claims and all other audit procedures).

18. Indemnification.

The Board shall defend, save harmless and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections 3023, 3028 and 3811 of the Education Law and Article 18 of the Public Officers Law, provided the Superintendent was acting in good faith in the discharge of his duties and within the scope of his employment and/or under the direction of the Board, when the alleged action(s) occurred. The Board shall not be so obligated unless the Superintendent shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or an accurate copy thereof, to the Board.

19. Termination.

The Superintendent's employment may be terminated under this Agreement by:

- A. Expiration of the Agreement without further extension or amendment.

B. Voluntary resignation by the Superintendent during the term and upon at least ninety (90) days written advance notice to the Board.

C. Mutual agreement of the parties during the term of this Agreement.

D. Failure to maintain certification.

E. Disability of the Superintendent defined as ill health, physical or mental disability, injuries sustained by accident or other causes which have rendered the Superintendent unable to perform the duties of his position as required under this Agreement for a period of time extending beyond his accumulated sick leave entitlement, together with an additional extended medical leave to a maximum of two (2) months employment at one-half (1/2) pay. Should the foregoing occur, the Board is hereby granted the option to terminate this Agreement by notifying the Superintendent or his representative, in writing. Said termination under this subsection shall become effective ten (10) working days from receipt by the Superintendent or his representation of such notice from the Board.

F. Death of the Superintendent prior to the expiration of the term, with compensation and other accrued benefits noted herein prorated to the date of death. The foregoing shall not be construed as a waiver of any conversion or continuing eligibility rights afforded to the Superintendent's dependent(s) under applicable regulations of C.O.B.R.A.

G. Discipline or Removal For Cause: The Superintendent shall be subject to discipline or discharge for cause at any time provided, however, that the Board does not arbitrarily or capriciously call for his dismissal. "Just Cause" shall be defined to include, but not be limited to, misconduct, incompetence, insubordination, neglect of duties, dishonesty, immoral or unprofessional conduct. The Superintendent shall have the right to service of written charges, notices of hearing, and a fair hearing conducted by an impartial hearing officer who shall serve

in an advisory capacity to the Board. The impartial hearing officer may be selected by mutual agreement between the Superintendent and the Board, or in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators.

Unless both parties consent, the hearing shall be private and shall be conducted to afford due process protections to the Superintendent, including but not limited to, the right to be represented by counsel of the Superintendent's choice and at his expense, the right to subpoena witnesses, documents, papers, letters or other tangible evidence and to have all testimony provided under oath and to receive a copy of the written advisory report and recommendations from the hearing officer regarding guilt or innocence, and the appropriate measure of discipline, if any, as to the charges.

The hearing officer's advisory report and recommendations to the Board, together with the transcript of the hearing and all other papers and documents constituting the record before the hearing officer, shall be provided to the parties as promptly as possible. Within ten (10) days of receipt, it shall be reviewed by the Board of Education. Such review shall take place during Executive Session. No finding of guilt to any charge nor any imposition of penalty shall be made by the Board of Education, unless by a vote of a majority of the members of the Board of Education. The Decision of the Board, after review of the hearing officer's report and recommendations and the record of such proceedings, shall be final and binding and subject to review by a court of competent jurisdiction only upon the ground that said decision is arbitrary or capricious.

20. Enforceability.

This Agreement is made in accordance with the powers vested in the Board by virtue of applicable provisions of the Education Law of the State of New York. It is to be construed in accordance with the laws of the State of New York.

The invalidity or unenforceability of any provision hereof shall, in no way, affect the validity or enforceability of any other provision. It is understood and agreed that the terms and conditions set forth are in every respect subject to appropriate provisions of the laws of the State of New York, and that this appointment shall be so construed and interpreted.

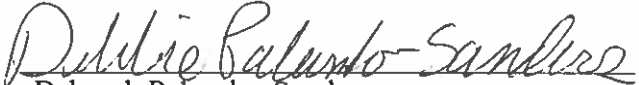
21. Further Modification.

It is agreed that no additions, deletions or modifications of any of the terms and conditions contained herein will be effective unless such changes are mutually agreed upon, in writing, by the parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seal.


Victor Central School District  
Board of Education

Dated: 12-12-19

  
Deborah Palumbo-Sanders  
President  
Board of Education

(SEAL)

Dated: 12-12-19

  
Dr. Timothy G. Terranova  
Superintendent of Schools



STATE OF NEW YORK )  
COUNTY OF ONTARIO ) SS:

On this 12<sup>th</sup> day of December before me came Deborah Palumbo-Sanders, to me known, who, being by me duly sworn did depose and say that she resides in Victor, New York; that she is the President of the Board of Education of the Victor Central School District described in, and which executed 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.

Maureen A Goodberlet  
Notary Public

MAUREEN A. GOODBERLET  
Notary Public - State of New York  
No. 01GO6237860  
Qualified in Ontario County  
My Commission Expires March 28, 2023

STATE OF NEW YORK )  
COUNTY OF ONTARIO ) SS:

On this 12<sup>th</sup> day of December, before me came **Dr. Timothy G. Terranova** to me 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.

Maureen A Goodberlet  
Notary Public

MAUREEN A. GOODBERLET  
Notary Public - State of New York  
No. 01GO6237860  
Qualified in Ontario County  
My Commission Expires March 28, 2023

**CERTIFICATION**

I, the undersigned Clerk of the Victor Central School District, DO HEREBY CERTIFY AS FOLLOWS:

The foregoing 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 Victor Central School District at a public meeting duly held on December 12, 2019, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Victor Central School District this 12<sup>th</sup> day of December.

(SEAL)

Maureen A Goodberlet  
Maureen Goodberlet, Clerk  
Victor Central School  
District Board of Education