

## AGREEMENT

AGREEMENT, by and between the BOARD OF EDUCATION OF THE PITTSFORD CENTRAL SCHOOL DISTRICT, hereinafter referred to as the "Board", and MICHAEL PERO, hereinafter referred to as the "Superintendent".

1. Appointment. The Board will employ the Superintendent to act as the Superintendent of Schools of the Pittsford Central School District pursuant to Section 1711 of the Education Law of the State of New York, and the Superintendent accepts that employment upon the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement shall be 4 years commencing July 1, 2022 and terminating June 30, 2026.

3. Duties.

(a) The Superintendent will devote his time, energy and attention to the business of the District, and will perform and exercise to the best of his ability the powers, duties and obligations as are set forth in Education Law Section 1711, as amended from time to time, and such other powers and duties as are determined from time to time by the Board.

(b) The Superintendent shall have the authority and responsibility to organize the Administrative and Supervisory Staff in a manner, which in his judgment, best serves the Pittsford Central School District. Proposed changes to the organizational structure of the Administrative and Supervisory staff will be reviewed with the Board prior to implementation. The Superintendent shall have the authority and right to make recommendations to the Board regarding all instructional and business affairs to best serve the Pittsford Central School District. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

(c) If applicable, the Superintendent will cooperate with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law Sections 211-b and 211-c.

4. Annual Board Review.

(a) Prior to September 1, 2022 and prior to September 1 of each subsequent school year covered by this Agreement, the Superintendent shall meet with the Board to agree upon the goals and objectives of the Superintendent for that school year. The Board will conduct an annual written evaluation of the Superintendent and prior to June 30<sup>th</sup> of each school year of this Agreement the Board will meet to discuss such evaluation. Subsequent to this meeting, representatives from the Board will meet with the Superintendent to deliver a copy of the evaluation and discuss and evaluate the Superintendent's performance. A copy of the evaluation will be included in the Superintendent's personnel file.

(b) The Board, individually and collectively, will refer promptly any criticisms, complaints and suggestions called to its attention to the Superintendent for his study and recommendation.

5. Compensation.

(a) The Board agrees to pay the Superintendent the sum of Two Hundred Sixty-One Thousand Four Hundred Ninety-Four Dollars (\$261,494.00) annual salary for the period of July 1, 2022 through June 30, 2023. Such annual salary shall be paid in twenty-six (26) equal installments, in accordance with the policy of the Board covering payment of other professional staff less any deductions therefrom which the Superintendent shall, in writing, request the Board to withhold.

(b) The salary for subsequent school years shall be established by the Board prior to July 1st of each year covered by this Agreement.

(c) The Superintendent shall receive Thirteen Thousand Dollars (\$13,000) annually to be applied to one or more tax sheltered annuities offered by the District and/or a benefit of choice as the Superintendent desires. Subject to a satisfactory annual review pursuant to Paragraph 4, at the option of the Board, this amount may increase each year by Two Thousand Dollars (\$2,000) during the term of the contract.

(d) To encourage the Superintendent to remain employed by the District in the future, he shall receive a retention incentive of Eight Thousand Dollars (\$8,000) annually. Subject to a satisfactory annual review pursuant to Paragraph 4, this amount shall increase each year by One Thousand Dollars (\$1,000) during the term of the contract. Such payment shall be made in the form of a stipend and shall not be deemed part of the Superintendent's regular compensation.

6. PDA and Laptop Computer. The Board shall provide a PDA device of the Superintendent's choice and a laptop computer for his use. Due to the nature of the duties of the Superintendent which involve a great deal of time outside of normal working hours (nights, weekends, vacations, holidays, etc.) the parties recognize the need for the Superintendent to have both devices at all times and therefore recognize and allow incidental personal use.

7. Leaves of Absence.

(a) The Superintendent shall be granted fourteen days annually to be used for personal illness or serious illness of a spouse, parent, son, daughter, brother, sister or relative residing in the household. Unused days shall accumulate to a maximum of 240 days.

(b) The Superintendent shall be granted paid leave for the following when necessary:

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|----|--|-------------|
| 1. | Bereavement days for the immediate family which include spouse, parent son, daughter, brother, sister or a relative residing in the household. | 5 days      |
| 2. | Subpoena and other legal   | As required |
| 3. | Jury Duty  | As required |
| 4. | Quarantine by Health Bureau  | As required |
| 5. | Religious observance   | 2 days      |

(c) The Superintendent shall be granted paid leave deducted from the accumulated leave in (a) above for the following when necessary:

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|----|--|----------------------------|
| 1. | Bereavement Days<br>Mother-in-law, father-in-law,<br>brother-in-law, sister-in-law | 4 days                     |
|    | Grandparent or grandchild  | 3 days                     |
|    | Other relatives or close friend  | 2 days                     |
|    | Additional days may be granted<br>upon receiving prior approval<br>of the Board    |                            |
| 2. | Wedding in immediate family  | 2 days                     |
| 3. | College graduation   | 2 days                     |
| 4. | College freshman initial registration<br>day for immediate family member           | 2 days                     |
| 5. | Birth  | 2 days                     |
| 6. | House closing of personal residence  | .5 day                     |
| 7. | Other emergency and necessary leave  | Discretion of<br>the Board |

8. Insurance Programs.

(a) The Board shall provide the Superintendent, his spouse and dependent children, hospital, surgical and major medical insurance through the Blue Point Two Value plan. The Superintendent shall pay 15% of the premium for that plan.

(b) The Board shall provide the Blue Point Two Value plan (or other comparable plan should that plan no longer be available) for the Superintendent, his spouse and dependent children during his retirement and for the remainder of his life if the Superintendent retires from the District with retirement defined per Paragraph 10(a) below, unless he accepts other employment for which he is provided comparable insurance coverage. The Board will pay the premium cost as paid for then current administrative employees. Should the Superintendent desire coverage under a higher cost plan, the Superintendent would be responsible for payment of the difference in cost between the higher cost plan and the Board's foregoing premium payment.

(c) The Board shall extend coverage under (a) and (b) to the Superintendent's spouse and dependent children in the event of the Superintendent's death until remarriage or becoming otherwise insured.

(d) The Board shall provide a long-term disability policy for two-thirds (2/3) of salary with no cap. In the event the Superintendent becomes disabled and does not have sufficient sick leave to bridge to the long-term disability policy, the Board shall provide additional paid sick leave days necessary to bridge to that policy.

(e) The Board shall provide dental insurance (Blue Shield Smile Saver Program Option IV or a plan with like coverage) for the Superintendent, his spouse and dependent children at District expense.

(f) The Board shall pay the annual premium for a \$240,000 term life insurance policy for the Superintendent.

9. Vacation.

(a) The Superintendent shall have vacation of thirty (30) days annually.

(b) Up to 30 days of unused vacation time may be accrued and carried forward. Additional days may be carried forward upon the approval of the Board. The Superintendent may choose on an annual basis to receive payment for up to twenty (20) unused vacation days from those credited during that fiscal year at the rate of 1/240<sup>th</sup> of his current compensation as set forth in Paragraph 5(a) of this Agreement. Such election shall be made in June of each fiscal year. The Superintendent will notify the Board President of the election in writing and the District payroll office will provide verification to the Superintendent and Board President of the number of vacation days remaining for that fiscal year. The Board President will give written acknowledgement to the Superintendent and District payroll office of receipt of the notice and verification. At separation of service, the Superintendent shall be paid for all unused and accumulated vacation days at his then daily rate of pay.

10. Retirement Benefit.

(a) Retirement is defined as:

- 1) The Superintendent's resignation from his position following completion of thirty years of service to the District; or
- 2) Retirement into the New York State Teachers' Retirement System with corresponding receipt of NYSTRS benefits.

(b) After completion of five years or more of employment, if the Superintendent submits an irrevocable letter of retirement six (6) months prior to the retirement date the

Superintendent shall receive 5% of his salary for each full-time year of District service, up to the following maximums:

2022-23: \$41,000

2023-24: \$43,000

2024-25: \$45,000

2025-26: \$47,000

Such amount shall be distributed as a mandatory employer contribution to a 403(b) account of the Superintendent's choosing in the District's IRC 403(b) plan; provided, however, that in no event will the amount contributed by the District exceed the maximum limitation under the Internal Revenue Code applicable to such contributions. In the event the amount of the retirement benefit would cause the contributions to exceed the maximum limitation under the Internal Revenue Code applicable to such contributions, then such excess amount shall be contributed into the Superintendent's account in the District's IRC 403(b) plan on or before January 31 of the next following calendar year to the maximum amount permitted under the Internal Revenue Code (and in each succeeding January as necessary until the entire amount of the retirement benefit has been contributed into the Superintendent's account in the District's IRC 403(b) plan.

11. Professional Dues.

The Board shall pay the dues for the Superintendent's membership in the AASA, NYS Superintendents Association and the Association for Supervision and Curriculum Development.

12. Professional Liability Insurance.

Professional liability insurance shall be provided by the Board in the amount of \$100,000 for each incident and \$1,000,000 aggregate for any loss which the insured becomes legally obligated to pay.

13. Outside Activities.

The Superintendent agrees to devote his full time and best effort and talent to this position and to cooperate with the Board in administering to the needs of the District. However, the Superintendent shall be permitted to engage in outside civil and professional activities so long as the same do not interfere with his duties as Superintendent.

14. Termination. The Board reserves the right to terminate this Agreement for any one of the following reasons by giving thirty (30) days prior written notice to the Superintendent.

(a) If the Superintendent shall become mentally or physically incapacitated for a period of six (6) consecutive months to such an extent as to prevent him from fully and properly performing all of the duties of his office.

(b) If the parties mutually agree to terminate the Agreement.

(c) For cause which shall include, but not be limited to, failure to maintain certification, neglect of duty, breach of contract, insubordination, misconduct, or if the Superintendent shall conduct himself so as to negatively reflect upon his position or upon the good name and reputation of the District, or so as to prevent him from properly performing the



duties of his office. In the event this Agreement is terminated for cause, the Superintendent shall be entitled to a due process hearing upon said charges before an independent hearing officer selected by mutual agreement between the Board and Superintendent. In the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of written charges, a request shall be made to the American Arbitration Association (AAA) by either party for a list of twenty (20) arbitrators, and selection of an arbitrator shall then be made pursuant to the procedures of the Voluntary Labor Arbitration Rules of the AAA in accordance with its procedures. If no arbitrator is mutually selected from the first list, another list of twenty (20) arbitrators shall be requested and the process repeated. If no arbitrator is mutually selected from the second list, the arbitrator shall be appointed by the AAA. All fees and expenses of the AAA and the arbitrator shall be borne by the District. The hearing shall be held upon at least 30 days prior written notice and the Superintendent may be represented by counsel. The hearing shall be conducted in private unless both parties agree to a public hearing. The Superintendent shall be entitled to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; and to receive without cost an accurate written transcript of the proceedings. The Hearing Officer will issue a final and binding decision on the parties. Pending the conclusion of this process, with the exception of cause for failure to maintain certification, the Superintendent may be suspended with pay and benefits.

(d) The Superintendent may terminate this Agreement by giving the Board ninety (90) days written notice of termination.

15. Conferences. The Board will pay all reasonable expenses within budgetary limits set by the Board for attendance at conferences associated with the professional memberships of

the Superintendent set forth in Section 12 and for attendance by the Superintendent at such other conferences as are authorized in advance by Board resolution. Reasonable expenses shall be those described in the District Request for Travel form, plus any additional reasonable expenses agreed upon with the Board, and shall be paid upon submission of District reimbursement forms.

16. Business Expenses. The Board shall reimburse the Superintendent for the normal and reasonable business expenses incurred in the Office of Superintendent, within budgetary limits set by the Board, upon submission of District reimbursement forms.

17. Medical Examination. The Superintendent agrees to have a comprehensive medical examination annually at District expense. A statement certifying to the physical competency of the Superintendent shall be filed with the Clerk of the Board and treated as confidential information by the Board.

18. Legal Protection. The Superintendent has the protection of Public Officers Law, Section 18 pursuant to Board Policy No. 6540.

19. Severability. The invalidity or unenforceability of any provision hereof shall in no way effect the validity or enforceability of any other provision.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and the Agreement may not be altered or modified except by written agreement signed by the Superintendent and the Board President after Board resolution.

DATED: \_\_\_\_\_, 2022

SIGNATURES:

BOARD OF EDUCATION OF THE  
PITTSFORD CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Amy Thomas  
President

\_\_\_\_\_  
Michael Pero  
Superintendent of Schools

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement (“Amendment”) is made as of this 13<sup>th</sup> day of June, 2023, between the Board of Education (the “Board”) of the Pittsford Central School District (the “District”) and Michael Pero (the “Superintendent”).

WHEREAS, the Board and the Superintendent have entered into a series of valid and binding Employment Agreements with the most recent Agreement dated June 2022 and effective July 1, 2022 (collectively, the “Employment Agreement”).

WHEREAS, the Board and the Superintendent now wish to continue the employment relationship, establish a new term of employment and amend the Employment Agreement in certain respects, all in compliance with Education Law § 1711.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, the Board and the Superintendent agree as follows:

1. Compensation. Section 5(a) of the Employment Agreement shall be amended for the purpose of changing the Superintendent’s annual salary, effective July 1, 2023 through June 30, 2024, to Two Hundred Seventy Thousand Six Hundred Forty-Six Dollars (\$270,646).

2. Amendment and Ratification. The undersigned agree that the Employment Agreement is hereby amended in accordance with the foregoing provisions. Any reference to the Employment Agreement from this day forward shall be deemed to mean the Employment Agreement as amended hereby. Except as amended, the Employment Agreement will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above to become effective as of July 1, 2023.

BOARD OF EDUCATION OF THE PITTSFORD  
CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_  
Ted Aeroesty  
President

\_\_\_\_\_  
Michael Pero  
Superintendent of Schools

## **CERTIFICATION OF CLERK**

This is to certify that this Amendment to Employment Agreement was approved and ratified by vote of the Board of Education of the Pittsford Central School District at a public meeting duly held on June 13, 2023 and such act of approval and ratification has been made a part of the minutes of such meeting.

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District Clerk