

AGREEMENT FOR SUPERINTENDENT OF SCHOOLS

AGREEMENT made this 1st day of July 2010 by and between the Board of Education of the City School District of the City of Schenectady, a municipal corporation having its principal place of business at Schenectady, New York 12186, and John Yagielski, residing at 1 Meridian Court, Mechanicville, New York 12118.

WITNESSETH

WHEREAS, the Board of Education of the City School District of the City of Schenectady (hereinafter "the Board" or "the District"), desires to hire a Superintendent of Schools for the School District; and

WHEREAS, John Yagielski (hereinafter "Superintendent") desires to serve as Superintendent of Schools for the District;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. The Board and Superintendent agree that, pursuant to a resolution of the Board, Superintendent shall be employed by the Board as Superintendent of Schools commencing July 1, 2010 and continuing until June 30, 2011.
2. Superintendent will be paid a salary of \$170,000 for twelve (12) months of employment, including all vacation or recess periods.
3. Superintendent shall be entitled to up to twenty (20) vacation days and twelve (12) sick/bereavement days, for use during the 2010-2011 school year. Superintendent may choose to either carryover or receive reimbursement for one half of the unused vacation days. There is no carryover or reimbursement for unused sick/bereavement days.
4. Superintendent shall be entitled to the following fourteen (14) paid holidays per year: New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, day before Thanksgiving Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. He shall be expected to work on all other holidays, unless taken as a vacation day.
5. Superintendent shall not be entitled to any other District provided benefits, including but not limited to any leave, insurance, pension or retirement.
6. The Board shall reimburse the Superintendent for actual business expenses, within budgetary limitations, which he incurs in the course of his work for the Board, upon presentation to the Board of vouchers or receipts of the actual out of

pocket expenses for overnight lodging, meals, etc. necessary in the discharge of his responsibilities as the Superintendent. Additionally, the District will pay for his mileage when on District business at the rate approved by the Board of Education. The Superintendent shall be required to keep appropriate records for his own tax purposes.

- 7. The Board shall pay annual dues for the Superintendent for the New York State Council of School Superintendents.
- 8. The Board shall be responsible for withholding taxes and social security payments from payments made to the Superintendent.
- 9. Superintendent shall furnish and maintain throughout the length of this Agreement a valid appropriate certificate to serve as Superintendent of Schools in the State of New York, The Superintendent shall have charge of the schools of the District under the direction of the Board; he shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.
- 10. This agreement may be modified by mutual agreement of both parties, in writing.
- 11. This agreement and the obligations hereunder may be terminated by either party, upon thirty (30) days written notice to the other.

**BOARD OF EDUCATION OF THE CITY SCHOOL
DISTRICT OF THE CITY OF SCHENECTADY**

Catherine A. Lewis
President

7/1/10
Date

John Yagielski
JOHN YAGIELSKI

7/1/10
Date