

**EMPLOYMENT AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE
NISKAYUNA CENTRAL SCHOOL DISTRICT
AND
COSIMO TANGORRA, JR.**

June 1, 2019 to May 31, 2024

AGREEMENT made this 1st day of **June, 2019** by and between **THE BOARD OF EDUCATION OF THE NISKAYUNA CENTRAL SCHOOL DISTRICT**, with offices at 1239 Van Antwerp Road, Niskayuna, New York, 12309, (hereinafter the "Board" or "District") and **DR. COSIMO TANGORRA, JR.** (hereinafter the "Superintendent").

WITNESSETH:

WHEREAS, the Board has employed the Superintendent, as Superintendent of Schools of the Niskayuna Central School District ("the District") pursuant to an agreement beginning on July 1, 2017 and ending on June 30, 2020;

WHEREAS, the parties seek to enter into a new contract commencing June 1, 2019 through May 31, 2024 which shall supersede all prior agreements beginning with its effective date; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication and true understanding between the parties; and

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:

1. **OFFER OF EMPLOYMENT**

The Board, pursuant to Section 1709 of the Education Law of the State of New York and in accordance with a resolution duly adopted at a meeting held on May 28, 2019, hereby offers to employ Cosimo Tangorra, Jr. as the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. **ACCEPTANCE BY SUPERINTENDENT**

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

3. **TERM OF EMPLOYMENT**

A. The Superintendent's term of employment shall be for the period commencing on June 1, 2019 and terminating on May 31, 2024, unless further extended or sooner terminated as hereinafter provided. This Agreement may be terminated as provided herein, or by written agreement between the Board and the Superintendent or by the resignation under terms and conditions permitted by the Agreement or retirement of the Superintendent submitted in writing to the Board.

B. Beginning in May of 2021 and continuing thereafter, the Superintendent and the Board agree that the term hereof and the Superintendent's employment hereunder may be extended for one (1) additional year effective each year as of July 1, if the Superintendent provides the Board written notice of the terms of this paragraph on or before May 31 of each year and the Board fails to inform the Superintendent in writing on or before June 30 of each year, of its intent not to extend the term. The Superintendent may withdraw the request for an extension any time after providing notice seeking an extension before the Board has provided the Superintendent with written notice

of its acceptance. Such extension shall be upon the terms and conditions of this Agreement, unless otherwise negotiated and approved by Superintendent and the Board of Education.

4. **SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES**

A. The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement, except that the Superintendent may engage in other professional activities such as consulting or teaching, upon notice to the Board as long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties or responsibilities or conflict with the mission of the District. The Superintendent shall be the Chief Administrative Officer of the District and shall perform all the duties and possess all the authority now or hereinafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law and other laws of the State of New York, the rules and regulations of the Commissioner of Education, and other applicable State or Federal statutes, laws, rules and regulations.

B. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority, right and responsibility to:

(1) Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which, in the Superintendent's judgment, best serves the interests of the District;

(2) Make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of instructional, administrative and supervisory personnel, and non-instructional personnel;

(3) Supervise, direct and assign associate, assistant and other superintendents, directors, coordinators, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District;

(4) Transfer teachers from one school to another, or from one grade of a course of study to another grade in such course within established tenure areas;

(5) Attend all Board meetings with the exception of executive sessions or portions thereof devoted: (a) to the preparation of the Superintendent's annual performance evaluation and discussion of related compensation and benefit considerations, and (b) to discuss performance concerns with regard to the Superintendent.

(6) In addition to the above, the Superintendent shall have the authority and right to attend all meetings of Board and citizen committees, and to provide administrative recommendations on all items of business considered by the Board and Board committees.

C. The Superintendent shall have the general authority to act at his discretion upon all emergency matters, subject to later report to and action by the Board.

D. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent, provided however that all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

5. **COOPERATION WITH DISTINGUISHED EDUCATOR**

The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211(c) of the Education Law.

6. CERTIFICATION

The Superintendent shall provide to the Board a valid and appropriate certificate to act as a Superintendent of Schools in the State of New York, and shall, as a condition of continuing employment, maintain a valid certificate during the term of this Agreement and any extension thereof. A copy of the certificate shall be filed with the Clerk of the District.

7. BOARD REFERRAL

The Board, individually and collectively, shall promptly refer to the Superintendent for his study and recommendation criticisms, complaints, suggestions, communications and 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.

8. PERFORMANCE EVALUATION

The Board shall annually review, on or before June 1 or such other time as may be mutually acceptable, the performance of the Superintendent according to procedures mutually agreed upon by the Board and the Superintendent. Such procedures shall be filed in the District Office and be available for review by any individual no later than the first day of September each year. All performance evaluations shall be kept confidential by the Board and by the Superintendent.

The Board shall evaluate and assess in writing the performance of the Superintendent at least once each school year during the term of this Agreement. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and to the goals and objectives of the District for the year in question. At least once each school year, at a time to be mutually determined, the Board and Superintendent shall meet in closed executive session for the purpose of evaluation of the performance the Superintendent. The evaluation shall include

recommendations as to areas of improvement in all instances where the Board deems performance may or must be improved. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the President of the Board shall meet with the Superintendent to discuss the evaluation.

9. DISTRICT-WIDE GOAL SETTING

The Superintendent and Board shall meet annually by September 1, or such other times as may be mutually agreed upon, to identify the goals of the District including long and short-term goals that will provide direction and priorities, where applicable, for the work of the District under the leadership and supervision of the Superintendent. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as provided in this Agreement. The Superintendent is charged with the communication of those goals and the development of a roll-out plan with his staff and stakeholder groups to plan, implement, monitor, evaluate, and report to the Board of Education regarding accomplishments and opportunities with respect to the goals identified.

10. COMPENSATION

A. The Superintendent's base salary for the period June 1, 2019 through June 30, 2019 shall remain at its current level, and for the period July 1, 2019 through June 30, 2020, shall be at the annual rate of One Hundred Ninety Seven Thousand Three Hundred Seventy Dollars, paid in regular installments in accordance with the rules of the Board governing salary payments to District administrative employees.

B. The Superintendent's base salary for each subsequent school year shall be increased annually by the following schedule:

July 1, 2020- 2.25%

July 1, 2021- 2.25%

July 1, 2022- 2.0%

July 1, 2023- 2.0%

11. **TAX-SHELTERED ANNUITY**

In addition to base salary provided for in paragraph 10 above, the District shall annually contribute, on behalf of the Superintendent, to a qualified tax-sheltered annuity selected by the Superintendent, at the conclusion of the year of each term of the Agreement, as a non-elective contribution. Those contributions shall be as follows: \$ 9,119 on June 30, 2019; \$9,347 on June 30, 2020; \$9,580 on June 30, 2021; \$9,772 on June 30, 2022; and \$9,967 on June 30, 2023.

12. **FRINGE BENEFITS**

In addition to the base salary provided for above in paragraph 10 of this Agreement, the Superintendent shall be entitled to receive the following benefits:

A. **Medical and Dental Insurance.** Should the Superintendent elect coverage, the District shall provide medical and dental insurance from plans in which the District participates for the period the insurance is in effect. The medical and dental insurance plans are subject to change in the future. During the Superintendent's term of employment with the District, the District shall pay seventy-five percent (75%) of the medical and dental plan premiums available to District employees and the Superintendent shall pay the remainder of the premium for the plan chosen.

B. **Medical and Dental Insurance in Retirement.** Upon the Superintendent's retirement from employment with the District directly into the New York State Teachers' Retirement System

after at least ten (10) years of completed service to the District, the District shall provide the Superintendent with medical and dental insurance coverage under either an individual or family medical and dental insurance plan (based on individual/family status) for the Superintendent and his spouse, for the remainder of their lives; however, the Superintendent's spouse shall only be eligible for such coverage so long as they remain married and shall only be eligible for single coverage should she survive him. The District will pay eighty (80) percent of the premium cost of the appropriate insurance plans. This paragraph shall survive the term and be enforceable after the termination of this Agreement.

C. Short and Long-Term Disability. The District shall provide both short and long-term disability income coverage in accordance with the plan in effect in the District. The payroll deduction for short-term disability shall be based on the rate determined annually by the short-term disability carrier.

D. Life Insurance. During the term of this Agreement, the District shall reimburse the Superintendent up to Seven Hundred Fifty Dollars (\$750) annually toward a life insurance policy premium on the Superintendent's life upon proof of payment.

E. Sick Leave. The Superintendent shall be credited on July 1 of each year with fifteen (15) days of paid sick leave. Unused sick leave shall accumulate from year to year up to a maximum of two hundred fifteen (215) days. The Superintendent shall be paid for sick leave days that are unused and accumulated at the time of his retirement from the District directly into the New York State Teachers Retirement System at the rate of 1/240th of his most recent annual District salary. Unused and accumulated sick leave shall be paid by the District as a Non-Elective Employer Contribution to a 403(b) program selected by the District and approved by the Superintendent that is able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The installment will be directed to the 403(b) fund up to the

amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the payment shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of payment thereto. In the event that a change in Federal or State Law precludes the District from contributing the retirement incentive to a tax sheltered account, thereby obviating the intent of this agreement, the payment of this benefit shall be made directly to the Superintendent through payroll as taxable compensation and reported on the Superintendent's W-2.

F. Bereavement Leave. The Superintendent shall be entitled to up to five (5) days paid leave annually for death in the immediate family. Extension of bereavement leave(s) will be at the discretion of the Board. Members of the immediate family include spouse, children, brothers, sisters, father, mother, grandparents, in-laws and any other person with whom the Superintendent has developed an immediate family-like obligation due to past personal relationships.

G. Personal Business Days. The Superintendent shall be entitled to five (5) days paid leave annually for personal business that cannot ordinarily be attended to outside of normal business hours, credited as of July 1st each year. Any unused personal leave will be added to the Superintendent's accumulated sick leave.

H. Vacation. The Superintendent shall be entitled to twenty-five (25) vacation days to be credited on July 1st of each year. The Superintendent is encouraged to utilize such days and there shall be no carry-over from year to year. The Superintendent, at his option, may exchange up to five (5) days of unused vacation leave at the end of each school year for additional salary and receive pay calculated at the rate of 1/240th of his then current annual salary.

I. Holidays. The Superintendent shall be entitled to the regular holidays as set forth in the school calendar.

13. **EXPENSE REIMBURSEMENT AND TRANSPORTATION EXPENSES**

The Superintendent is authorized to incur reasonable expenses in connection with the discharge of his duties and in regard to professional development activities that have been approved by the Board. The District shall reimburse the Superintendent for dues, registration and meal expenses related to attendance at meetings of local civic or service organizations. These reimbursements shall be subject to a budgetary allotment approved by the Board. The District will pay for or reimburse the Superintendent for such expenses upon presentation, from time to time, of an itemized account of such expenditures.

The Superintendent shall also be entitled to mileage reimbursement at the applicable Internal Revenue Service rate for utilization of his 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. **TECHNOLOGY**

Cell Phone. The District shall provide the Superintendent with a cell phone, home fax machine, home computer, etc. for his/her business and incidental personal use. Such items shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District.

Technology. The Superintendent shall be entitled to the use and possession of one District-owned laptop and/or desktop computer, or other related technology equipment, which shall remain the property of the District and shall be returned by the Superintendent to the District upon the termination of employment.

The Superintendent shall abide by the District's Information Technology policy relating to his use of any and all electronic communication or information storage devices assigned to him, and relating to any confidential District data that may be accessed or stored on any personal electronic device.

15. INDEMNIFICATION

A. To the maximum extent permitted by law, the District shall protect, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings of any nature brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, including without limitation payment of costs of defense, legal fees and any judgment, except punitive damages, fines and the like, provided the incident arose while the Superintendent was acting within the scope of his employment and in good faith and provided that the Superintendent gives notice of the claim or proceeding to the Board within ten (10) days after receipt of the summons, complaint or other legal process by the Superintendent. The foregoing defense and indemnification obligations shall not apply to criminal proceedings involving the Superintendent. In no case, however, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

B. The District shall not, however, be required to pay any costs of any legal or administrative proceedings in which the District and the Superintendent are opposing parties.

16. PROFESSIONAL DEVELOPMENT

A. The Board encourages the professional growth and development of the Superintendent through his participation in continuing education and in-service programs and activities, including: (1) the operations, programs and other activities conducted or sponsored by

local, state and national school administrator and school board associations; (2) seminars and courses offered by public or private educational institutions; and (3) informational meetings or seminars with other persons whose particular skills or backgrounds would assist the Superintendent in performing his professional responsibilities for the District.

B. The Board shall allow the Superintendent a reasonable amount of time, to attend such in-service and continuing educational activities and programs and the District shall pay the applicable registration and necessary travel and subsistence expenses incidental thereto.

C. The Board shall allow the Superintendent a reasonable amount of time to attend the following meetings each year: (1) the annual national conference of the American Association of School Administrators (AASA); (2) the annual convention of the New York State School Boards Association (NYSSBA); (3) the New York State Council of School Superintendents (NYSCOSS) Fall and Winter Conferences; and (4) the annual national conference of the Association for Supervision and Curriculum Development (ASCD). In lieu of the annual national conference of the Association for Supervision and Curriculum Development (ASCD), the Superintendent may attend, another national educational conference. The District shall pay the applicable registration and necessary travel and subsistence expenses incidental to the Superintendent's attendance at these meetings.

D. The District shall pay membership fees of the following professional service organizations: the American Association of School Administrators (AASA), the New York State Council of School Superintendents (NYSCOSS), the Suburban School Superintendents (SSS), and the Association for Supervision and Curriculum Development (ASCD). The District shall also pay or reimburse membership fees for other civic or service organizations subject to budgetary allotments approved by the Board.

17. **ANNUAL MEDICAL EXAMINATION**

In addition to the authority granted to the Board of Education pursuant to Section 913 of Education Law, the Superintendent agrees to undergo a medical examination upon request of the Board and will file with the Clerk of the District a statement from the examining physician certifying to his competency to perform the essential functions of his position. Such statement shall be treated as confidential information by the Board and by the office of the Clerk of the District. The cost of the examination shall be paid by the District if it is not covered by the medical insurance in effect for the Superintendent. If the District desires any additional testing beyond a routine medical testing, the District shall also assume the costs of any such testing not covered by medical insurance.

18. **TERMINATION BY THE BOARD**

The Board may terminate this Agreement, prior to its expiration, without compensation to the Superintendent for the reasons set forth in subsections A through G below:

A. If the Superintendent is unable to perform his duties, with reasonable accommodation as provided by the Americans with Disabilities Act (ADA), as a result of sickness, illness, injury or disability for a period of two (2) consecutive months immediately following the exhaustion of his sick leave and vacation entitlement;

B. If the Superintendent becomes uncertified as a Superintendent of Schools in New York State;

C. If the Superintendent resigns upon at least ninety (90) days advance written notice to the Board;

D. If the Superintendent dies during the term of this Agreement; or

E. For cause, pursuant to the following provisions: 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, or 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 selected by mutual agreement with the Board, who shall be an attorney duly licensed to practice in New York State. If the parties are unable to agree upon the selection of a hearing officer within five (5) workdays of service of charges, the matter will be referred to the American Arbitration Association and its procedures for selection of a hearing officer with the qualifications noted above. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses will be the responsibility of the Superintendent. Upon the conclusion of the hearing, the written findings of fact and recommendations of the hearing officer shall be forwarded to the Board and the Superintendent. The Board shall have the right to make a final decision as to the charges and penalties, if any. The decision of the Board shall be final and binding upon the parties, subject only to review on appeal by the Commissioner of Education or the courts.

F. Termination by Mutual Agreement. This Agreement may also be terminated upon written agreement upon such terms and conditions mutually agreed upon by the Board and the Superintendent.

19. **NOTICE**

Unless otherwise specified, all notices given under this Agreement shall be given in writing delivered as follows:

A. **To the Superintendent:** Personally, or by certified mail, return receipt requested, addressed to his residence on file with the District.

B. **To the District or Board:** To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to his or her residence on file with the District, with a copy to the District Clerk's office, hand delivered or by certified mail, return receipt requested.

C. **When Effective:** Notice given by mail shall be deemed given three (3) days after mailing (not counting the day mailed) regardless of the date of actual receipt. Notices may be signed by the Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

20. **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 provisions hereof or by an agreement in writing between the parties.

21. **ENTIRE UNDERSTANDING**

This Agreement contains the entire and complete understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth therein.

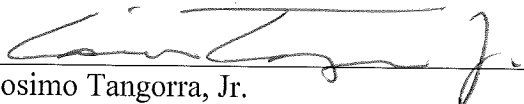
22. **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

23. **INTERPRETATION**

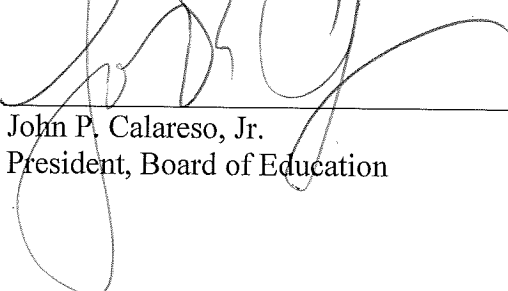
This Agreement shall be interpreted in accordance with New York State law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.



Cosimo Tangorra, Jr.
Superintendent of Schools

BOARD OF EDUCATION OF THE
NISKAYUNA CENTRAL SCHOOL DISTRICT

By 

John P. Calareso, Jr.
President, Board of Education

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

On this 30th day of MAY, 2019, before me came JOHN P. CALARESO, JR. came to me known who, being by me duly sworn, did depose and say that he resides in Niskayuna, New York; that he is the President of the BOARD OF EDUCATION OF THE NISKAYUNA CENTRAL SCHOOL DISTRICT, described in and which executed the foregoing Agreement; that he 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 he signed his name thereto by like order.

Joan M. Vertigan

Notary Public

JOAN M. VERTIGAN
NOTARY PUBLIC
STATE OF NEW YORK
QUALIFIED IN SCHEN. CO.
NO. 01VE6076706
MY COMMISSION EXPIRES
JULY 1, 2022

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

On this 30th day of MAY, 2019, before me came COSIMO TANGORRA, JR. known to me to be the same person described in and who executed the foregoing Agreement, and he duly acknowledged to me that he executed the same.

Joan M. Vertigan

Notary Public

JOAN M. VERTIGAN
NOTARY PUBLIC
STATE OF NEW YORK
QUALIFIED IN SCHEN. CO.
NO. 01VE6076706
MY COMMISSION EXPIRES
JULY 1, 2022

CLERK'S CERTIFICATION

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 Niskayuna Central School District at a public meeting duly held on May 28, 2019, and has been made a part of the minutes of that meeting.

Cynthia Jagan
School District Clerk

8020-305693