

**EMPLOYMENT AGREEMENT**  
**BY AND BETWEEN**  
**THE TUCKAHOE UNION FREE SCHOOL DISTRICT**  
**AND**  
**CARL L. ALBANO**

AGREEMENT, made this 12<sup>th</sup> day of June 2017 by and between the Board of Education of the Tuckahoe Union Free School District, having its office at 65 Siwanoy Blvd., Eastchester New York, 10709 (hereinafter the "Board" of "District") and Carl L. Albano.

WITNESSETH

WHEREAS, the Board previously appointed Mr. Carl L. Albano to the position of Superintendent of Schools (hereinafter "Superintendent" for the School District; and

WHEREAS, the Board wishes to continue to employ Mr. Albano as the Superintendent of Schools and Mr. Albano wishes to continue his employment with the School District as its Superintendent of Schools; and

WHEREAS, the parties wish to codify the terms of his employment, they agree as follows:

1. **TERM:** The term of the Superintendent's appointment and employment shall be for three (3) years commencing on July 1, 2017, through June 30, 2020 unless further extended or sooner terminated as hereinafter provided. The Board shall notify the Superintendent, on or before June 30, 2018, whether it intends to extend his employment for an additional year commencing on July 1, 2020 or whether the Superintendent's term will expire on June 30, 2020; likewise, on or before June 30, 2019, the Board shall notify the Superintendent, whether it intends to extend his employment for an additional year commencing on July 1, 2021 or whether the Superintendent's term will expire on June 30, 2021. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.
2. **COMPENSATION:** In consideration of this Agreement and the proper performance of his duties, the Board agrees to pay the Superintendent Two Hundred Forty-Two and Five Hundred Dollars (\$242,500.00) for the term July 1, 2017 through June 30, 2018. The Superintendent's gross salary for the period of July 1, 2018 through June 30, 2019 shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) subject to receiving an overall rating of effective or highly effective on his 2017-2018 annual performance evaluation as determined by the Board and in light of the then present economic circumstances. Mr. Albano shall be paid in equal installments. The compensation of the Superintendent for the succeeding year, beginning on July 1, 2019, shall be determined following his annual evaluation by the Board of Education and in consultation by the Board of Education. Such compensation shall not, during any of the succeeding years, be less than the preceding year, nor shall the fringe benefits delineated herein be reduced.
3. **HOLIDAYS:** the Superintendent shall be granted paid leave for the following holidays: Independence Day, Labor Day, Rosh Hashanah, Yom Kippur (when school is closed), Columbus Day, Veterans Day, Thanksgiving, Friday succeeding Thanksgiving, Holiday Recess (when school is closed), Christmas, New Year's Eve, New Year Day, Martin Luther King Jr. Day, President's Day, Good Friday and Memorial Day. The

Superintendent shall work on days when students are on recess (President's Week, Spring Break, etc.) unless he uses the leave provided in paragraph 4 below.

4. **LEAVE:** The Superintendent shall receive thirty (30) days of paid leave (prorated in the first year) to be used for the purpose of vacation and/or sick and/or personal leave as needed. The Superintendent may carry over any unused days at the end of the year, up to a maximum of 240 days. Any unused sick, personal or vacation leave accrued by Mr. Albano in the District as of July 31, 2016 will be carried over to this Contract so long as it does not exceed the maximum set forth herein.

No more than thirty (30) days may be used during any school year, except in the case of long-term illness or injury. Accumulated days may only be used for long-term illness or injury and not vacation or personal leave.

The Superintendent shall not be entitled to any cash payment upon termination of, or retirement from his employment for any accumulated sick and personal days.

Up to 10 days per year may be used for illness or injury in the Superintendent's immediate family. For purposes of this benefit, immediate family shall be defined as spouse, children and parents.

5. **BEREAVEMENT LEAVE:** The Superintendent shall be eligible for five (5) days of bereavement leave for immediate family per year. For purposes of this benefit, immediate family shall be defined as spouse, children and parents.
6. **EXPENSES:** The Superintendent is authorized to incur reasonable expenses in the discharge of his duties including, but not limited to, expenses for travel (other than the use of his automobile for personal travel) and lodging, professional association dues and fees in three organizations chosen by the Superintendent, attendance at meetings on state and local levels, and similar items related to his employment, upon notice to the Board. Mileage reimbursement shall be at the District's mileage rate. The Board will pay or reimburse the Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures, with documentation to the Business Office.
7. **MEETINGS AND PROFESSIONAL CONFERENCES:** The Superintendent is authorized and expected to attend professional meetings on all levels upon notice to the Board, for the purpose of keeping apprised of developments in the educational field and school administration, at the expense of the District and at the reimbursement rate allowed by the Board for other personnel authorized to attend similar functions. The Superintendent and the Board shall confer and shall agree on such educational conferences attended.
8. **LEGAL PROTECTION:** The Board agrees to provide legal counsel and to protect and hold harmless the Superintendent from all uninsured financial loss arising out of any investigation, administrative proceeding, claim, demand, suit or judgment by reason of his alleged negligence, omission to act or other conduct resulting in injury to any person or damage to the property of any person, committed while the Superintendent is acting within the scope of his duties or under the direction of the Board. The Board shall have authority to conduct the defense of any such suit or proceeding, including the right to settle the same in its discretion. The Superintendent shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading,

deliver a copy of the same to the Board.

9. **FREEDOM TO CONTRACT:** The Superintendent represents that he is free to enter into this agreement of employment and to perform the services to be rendered and that there is no outstanding contract of employment or obligation that will prevent or impede the purposes of this contract and, further that he will not enter into such a contract or obligation during the term of this agreement or extensions thereto.
10. **HEALTH INSURANCE:** The Superintendent shall be entitled to participate in the District sponsored health insurance plan. The Superintendent shall contribute towards the premium costs as follows:

July 1, 2017: 17.5%

July 1, 2018: 20%

July 1, 2019: 20%

If the Superintendent provides proof of coverage under another health insurance policy, he will be allowed to buyout from District coverage and receive five thousand dollars (\$5,000) prorated for the first year. Payment will be made at the conclusion of each six (6) months. If the Superintendent elects to buyout or reduces coverage he may re-enter the District's plan or increase the level of coverage on the first day of the month following his decision to return and the District shall only be obligated to pay to the Superintendent pro-rata for the actual time of the buyout.

After completing ten (10) full years of employment in the District, and upon his retirement from the District under the rules of the New York State Teachers Retirement System, the Superintendent shall be eligible to receive District sponsored health insurance in retirement with a District premium contribution rate of one hundred percent (100%) of the cost of an individual plan and thirty-five percent (35%) of the difference between individual and family health insurance coverage, as appropriate. This paragraph shall survive the term and be enforceable after the termination of this agreement, but shall only be available for so long as the Superintendent remains retired. If the Superintendent pre-deceases his spouse, she will be allowed to remain in the District's health insurance plan, at a contribution rate of 50% of the premium cost.

11. **EQUIPMENT:** The District shall provide the Superintendent with a cell phone and laptop computer for his 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. Incidental personal use is allowed provided it does not result in extra costs to the District.
12. **WELFARE FUND:** The Superintendent shall be entitled to participate in the Welfare Fund offered to the other central office administrators which the District contributes annually at the full participation cost thereof.
13. **TERMINATION:** This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on sixty (60) days notice to the President of the Board. The Superintendent's employment during the term of this Agreement may only be terminated, by the Board, for just cause after a vote of the majority of the Board. If such decision is challenged by the Superintendent just cause shall be determined by an independent hearing officer, mutually selected by the parties, after a fair hearing. The

Superintendent shall be entitled to due process protection at such hearing and the hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. If terminated for cause, the Superintendent shall not be entitled to any salary or benefits provided under this agreement that he has not already earned as of the date of his termination. Any suspension of the Superintendent shall be with pay and benefits.

14. **DISTINGUISHED EDUCATOR:** Consistent with and pursuant to Education Law section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.
15. **SAVINGS CLAUSE:** Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of the Agreement shall remain in full force and effect.
16. **INTERPRETATION:** This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.
17. **FULL AGREEMENT:** This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed written agreement between them and shall not be subject to oral modification, nor shall parole evidence be admissible to establish my oral modification thereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on this 12<sup>th</sup> day of June, 2017.

BOARD OF EDUCATION  
TUCKAHOE UNION FREE SCHOOL DISTRICT  
WESTCHESTER COUNTY

By:   
\_\_\_\_\_  
President, Board of Education

SUPERINTENDENT OF SCHOOLS

  
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Carl L. Albano