

**EMPLOYMENT AGREEMENT**

Agreement made this 17<sup>th</sup> day of January, 2018 by and between the Board of Education of the City of Yonkers, New York ["Board"] and Edwin Quezada ["Superintendent"]

**WITNESSETH**

**WHEREAS**, the Board of Education and the Superintendent entered into an employment agreement on March 16, 2016, and

**WHEREAS**, the Board had offered to continue the employment of the Superintendent as the chief executive and administrative officer of the Yonkers School District upon the terms and conditions set forth herein, and

**WHEREAS**, the parties believe that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication between the parties,

**WHEREAS**, all previous employment agreements and addendums to such agreements entered into by the Board and the Superintendent are hereby null and void;

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the parties agree as follows:

1. **Term of Employment**

a. The Superintendent shall be employed for the period commencing on February 1, 2018 and ending on midnight on January 31, 2023, unless further extended or sooner terminated as provided herein.

b. The terms of this agreement will supplant the prior agreement entered into between the Superintendent and the Board of Education on March 16, 2016.

c. This agreement may be extended by agreement between parties and approval by the Board at a regular or special meeting. The Superintendent shall advise the Board of his desire to extend or renew this Agreement during the month of January 2022. He shall also inform the Board of Education in writing during the month of January 2022 of its obligation to act upon the renewal of this employment contract on or before March 31, 2022. In the event that the Board fails to act upon renewal of the Superintendents Employment Contract after having received such written notice on or before March 31, 2022, said contract shall be renewed for a period of one year from February 1, 2023 through January 31, 2024.

2. Superintendent's Duties and Responsibilities

a. The Superintendent agrees to perform faithfully to the duties of Superintendent of the Yonkers School District, to serve as chief administrative officer of the District as prescribed by the laws of the New York State and rules and regulations promulgated thereunder and by the policies and regulations of the Board, and to devote his full time, skill, labor, and attention to his employment during the time of his agreement.

b. The Superintendent shall possess at all times during the term of this agreement valid and appropriate certification to act in the capacity of Superintendent of Schools as required by the State of New York.

c. The Superintendent shall have the right to and shall attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving Superintendent's evaluation, consideration of the terms of Superintendent's employment and/or when the Board is acting as tribunal and the Superintendent is part of the prosecution of the matter before the Board for decision and is therefore disqualified by law from participating in Board decisions.

3. a. Board Referral

The Board shall promptly and discreetly refer to the Superintendent, in writing, for his study and recommendation, any and all criticisms, complaints, suggestions, communications, or comments regarding the administration of the District or the Superintendent's performance of his duties.

b. Role of the Superintendent

1. As the Chief Executive Officer and education leader of the Yonkers School District, the primary responsibility of the Superintendent is to provide leadership and organizational management for the total operation of the District and to be accountable to the Board for District performance. Superintendent shall be guided by the policies of the Board, shall maintain frequent and open communications with all members of the Board, and shall work collaboratively with the Board to inform the decision-making process. The Superintendent shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statutes of the State of New York, or by rule or regulation of the Board of Regents or Commissioner of Education.

It shall be the duty of the Superintendent to:

- (1) Establish an organizational structure and educational programs that are conducive to creating conditions of success for all students to meet high educational standards.
- (2) Provide leadership in the development and regular review of the District's strategic plan and the establishment of annual priority goals and student learning objectives.
- (3) Establish procedures for interviewing, recommending, and also reassigning and/or terminating employment of building principals and other management staff.

(4) Recommend for Board action the hiring of appropriate and qualified staff to carry out District goals.

(5) Monitor student and staff performance and provide regular feedback to the Board. The Superintendent shall have the right to make recommendations to the Board as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.

(6) Cooperate fully with any distinguished educator appointed by the Commissioner of Education, pursuant to New York State Education Law § 211-c.

(7) Provide leadership to, supervise, direct, and evaluate building principals and other management staff and all District professional employees.

(8) Maintain prudent fiscal oversight and recommend for Board action annual budget plans that are aligned with the District priorities and student learning objectives.

(9) Provide qualitative data and information to all members of the Board to help them make good policy decisions.

(10) Encourage positive relationships with community stakeholders, including the Union representatives of the professional and non-professional employees and administrators.

(11) Plan for and recommend professional development plans that meet the needs of individual staff members as well as District priority goals and student instructional needs.

(12) Create partnerships with other community service providers, when appropriate, to support the success of all children.

(13) Practice and institutionalize within the District the concept of continuous improvement.

(14) Serve as a public advocate for the District and the children and youth who live in the District

4. Performance Evaluation

The board shall devote at least a portion of the executive session of the regular board meeting in May or June of each year of this agreement to an evaluation of the Superintendent's performance and his working relationship with the Board. The Board shall reduce the evaluation to writing on an evaluation instrument which is to be jointly developed by the parties and which may be modified from time to time in writing. The Superintendent shall be provided with a copy of the written evaluation, signed by a majority of the members of the Board, at least ten days before the meeting.

5. Professional Meetings and Activities

a. The Superintendent shall be encouraged to attend professional meetings appropriate to his professional duties at the local, state, and national levels, provided that doing so does not interfere with the performance of his duties as Superintendent. The District shall reimburse the Superintendent for all reasonable expenses incurred.

b. The Superintendent shall be encouraged to participate in professional activities that are appropriate to the performance of his duties and may hold offices or accept responsibilities in these organizations, provided that doing so does not interfere with the performance of his duties as Superintendent.

c. The Superintendent shall be permitted to undertake appropriate writing, teaching, and speaking engagements, provided that doing so does not interfere with the

performance of his duties as Superintendent. Such activities as are undertaken by the Superintendent for compensation shall be performed by the Superintendent on vacation days, holidays, or other non-duty days and only after prior approval of the Board, which shall not be unreasonably withheld.

6. Compensation

a. The Superintendent shall receive no salary or benefits as an employee of the District except for the salary and benefits specifically provided in this agreement.

b. The Superintendent's salary shall be at the annual rate of \$265,000 commencing February 1, 2018.

c. Thereafter, any increase in the Superintendent's salary shall be in the form of a written amendment to this agreement. Any salary rate once established shall be reviewed annually at the time of the Superintendent's performance evaluation. Any salary increase shall be based solely upon merit. The Board of Education shall appoint a representative or representatives who will meet with the Superintendent within thirty days after the commencement of this agreement and annually thereafter, not less than thirty days after the annual Superintendent's performance evaluation, to set measurable goals by which the performance of the Superintendent may be assessed. The Superintendent's progress toward meeting the agreed upon goals shall be considered by the Board in its determination as to whether the Superintendent should be granted a salary increase.

7. Other Benefits

a. The Board agrees to provide health insurance coverage to the Superintendent, his Spouse and his eligible dependents, subject to rules and regulations of the District's health, dental and optical insurance plans and the Superintendent shall have the ability to select from

any available District health, dental and optical insurance plans. The District shall continue to pay 100% of the premiums of such insurances for the duration of this contract.

b. Superintendent, Spouse and Dependent Coverage in Retirement: As detailed in the foregoing paragraph "7a", should the Superintendent retire from the District into the NYS Teachers' Retirement System, the Superintendent, his Spouse and dependents shall remain eligible for the continuation of family health insurance coverage into retirement at the same District funded rate that he enjoyed during active employment, subject to the rules and regulations of the District's health insurance plan. Should the Superintendent elect family coverage into retirement and his spouse survives him in retirement, she shall be eligible to continue health insurance into retirement for herself and any eligible dependents, subject to rules and regulations of the District's health insurance plan.

c. Health Insurance - Separation from the District, but not for Purposes of Retirement into the NYS Teachers' Retirement System

If the Superintendent separates from the District for any reason and elects not to retire into the New York State Teachers' Retirement System, he may:

(1) continue with coverage through the District at his own expense until such time as he retires into the New York State Teachers' Retirement System; or

(2) receive coverage through his other employer during his active service until such time as he retires into the New York State Teachers' Retirement System.

Upon his retirement into the New York State Teachers' Retirement System, paragraph "7b" above shall be applicable.

d. Spouse and Dependent Coverage: As detailed in the foregoing paragraph "7c", should the Superintendent separate from the District for any reason and elect not

to retire into the New York State Teachers' Retirement System, he may continue at his expense the coverage of his spouse and eligible dependents or he may choose to receive health insurance coverage through his other employer for his spouse and eligible dependents until such time as he retires into the New York State Teachers' Retirement System.

e. Upon his retirement into the New York State Teachers' Retirement System, paragraph "7b" shall be applicable concerning health insurance coverage for the Superintendent's spouse and eligible dependents.

f. Health Insurance - Dies While in Active Duty - In the event the Superintendent dies while in active service to the District, the District shall continue to provide family health insurance coverage for the Superintendent's spouse and eligible dependents at District expense for the remainder of the contract term, subject to rules and regulations of the District's health insurance plan.

g. The Superintendent shall be provided with a term life insurance in the face amount of \$500,000 from a carrier selected by the Superintendent and approved by the Board, with all premium costs to be borne by the District.

h. The Superintendent may have monies withheld for the purpose of participating in a tax-deferred annuity program of his choosing, as provided for by State Law. On March 1, 2018 and on March 1<sup>st</sup> of each year of this agreement, the District shall make a \$10,000 non-elective contribution, per school year, towards the Superintendent's I.R.C. Section 403(b) tax sheltered annuity. In the event that the aggregate of the employer non-elective contribution and the employee elective contributions exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the Superintendent of Schools as compensation, subject to any and all applicable taxes.



i. The Superintendent shall be provided with a District-owned or District-leased vehicle for his use during the term of this Agreement, the use of which shall be governed by the terms of the Board of Education Policy 8421 – Vehicle Use – School Owned Vehicles. The Superintendent’s expenses for gasoline, insurance, maintenance and repairs in connection with the operation of said vehicle will be paid by the District. The Superintendent shall advise the District annually as to the extent of his personal use of such vehicle during the previous calendar years, so that the District may report accurately his income for federal and state income tax purposes.

j. The District shall provide Superintendent with a personal computer system, fax machine, and other technology as reasonable and appropriate for personal and business use in his home office. In addition, the District will reimburse Superintendent for monthly or other costs associated with telephone lines, access to the internet and fax machine to be installed and maintained for Superintendent’s use in his home office. The District shall also reimburse Superintendent for the monthly cost of a cellular telephone. The Superintendent shall abide by the District’s acceptable use policy for computer operation and cellular phone usage.

8. Vacation Leave and Holidays

a. The Superintendent shall be credited with 19 working days of vacation leave effective February 1, 2018 and 30 working days of vacation effective July 1, 2018 and thereafter annually on July 1st of each year of the Agreement. Vacations shall be taken by the Superintendent upon advanced notice in writing to the Board President.

b. For each year of this Agreement, the Superintendent shall also be entitled to the legal holidays with pay provided for in the official school calendar, except that no holiday

shall be granted to the Superintendent when unusual circumstances require his presence in the District and that recess periods shall not constitute "holidays" for the purpose of this subsection.

c. The Superintendent shall be permitted to accumulate vacation days from one year of this Agreement to the next up to a maximum of 15 days per year, to a maximum of 45 days at any one time. Thereafter, there shall be no accumulation of vacation days. Accrued and unused vacation days will be paid at the rate of 1/240<sup>th</sup> of the Superintendent's current salary at the time of his death, departure or retirement from the District.

d. If this Agreement shall terminate prior to the end of a contract year, vacation days credited to the Superintendent for that year shall be adjusted on a prorated basis.

e. During each year of this Agreement commencing as of February 1, 2018, the Superintendent shall have the right to elect to receive compensation for up to 15 unused vacation days. Compensation for such days will be paid at the rate of 1/240<sup>th</sup> of the Superintendent's current salary at the time the election is made.

f. The Superintendent shall provide notice to the Board prior to use of the vacation time or an election to receive compensation for unused vacation days.

9. Sick and Personal Leave

a. Commencing February 1, 2018, the Superintendent shall be credited with the 285 days of accumulated sick leave which he has previously earned and to which he is presently entitled to as an employee of the Board. On each July 1<sup>st</sup> thereafter, he shall earn an additional 15 days of sick leave. Unused sick leave may be carried over from year to year during the term of this Agreement. The Superintendent may accumulate up to 300 sick days for use in the event of his illness. Based upon his years of service, should the Superintendent retire directly into the New York State Teachers' Retirement system, the Superintendent is eligible for a

payment of \$300 per day for any unused sick days he has accumulated on the date of his retirement. The Superintendent shall also be entitled to compensation for all unused sick days, upon death or severance from the district, at a rate of \$300 per day for not more than 300 days.

b. The Superintendent shall be entitled to earn three personal days per year. Personal days that are unused at the end of each year of this Agreement shall be added to the Superintendent's accumulated sick days. If this Agreement shall terminate prior to the end of a contract year, personal days credited to the Superintendent for that year shall be adjusted on a prorated basis.

c. In addition to the provisions above regarding vacations and sick days, the Superintendent shall assure that notification is provided to the Board of the Superintendent's absence and that appropriate arrangements are made for supervision of the District during such times.

10. Expense Reimbursement

a. The Superintendent is authorized to incur expenses in conducting the business of the District, including expenses for travel and similar items such as accommodations, meals, rental car, subject to the approval of the Board and consistent with Board policies. The Board will reimburse the Superintendent for all such expenses deemed necessary, from time to time, upon receipt of an itemized account of such expenditures with supporting documentation within 30 days from the date of the expenditure(s).

11. Disability

a. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and if such disability continues for more than six months, or if said disability is permanent, irreparable, or of such nature as, in the

opinion of the Board, based upon a medical or psychiatric evaluation by a Board appointed physician, will make the performance of his duties impossible, the Board, may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligation of the parties shall terminate, however, it is understood that the exercise of such option by the Board shall not operate to reduce the number of paid sick days previously accrued by the Superintendent. The Superintendent shall retain the right to obtain his own medical opinion regarding his fitness to return to work and/or fitness for duty. In the event of a dispute in the medical opinions obtained, the Superintendent shall be entitled to a due process hearing before a mutually selected hearing officer as explained in Paragraph "13" of the Agreement. The Superintendent shall be entitled to his regular compensation during the pendency of any such hearing.

b. The District shall provide the Superintendent with long-term disability insurance coverage at no cost to the Superintendent, providing a benefit of two-thirds of his base salary at the time of onset of the illness or injury that triggered the coverage, and providing for a 60-day waiting period. The policy shall insure payment to the Superintendent through the duration of this Agreement.

12. Medical Examination

The Board shall have the right to require the Superintendent to undergo an annual examination as in its discretion during the term of this Agreement. The Board will receive a written certification from the physician as to the Superintendent's fitness for duty, which the Board agrees to keep confidential at all times. The cost of any such examination shall be borne by the District.

13. Termination of Contract

This Agreement may be terminated by written agreement between the Board and the Superintendent, or by the resignation of the Superintendent submitted in writing to the Board.

This Agreement may also be terminated, and the Superintendent may be removed during the term hereof if there exists just cause for the termination of the Superintendent's employment following the hearing procedures explained below.

Hearing Procedures

Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least twenty (20) days' notice, before an independent hearing officer. The hearing officer shall be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within thirty (30) 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. Notwithstanding the foregoing, in no event shall a non-attorney be selected as the Arbitrator for a hearing under this section.

The Superintendent may be suspended from the performance of his duties with pay during the pendency of such hearing and shall be entitled to due process protection at such hearing, including but not limited to representation by counsel, to documents, papers, letters, or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law from the hearing officer. The hearing officer shall recommend findings of fact and penalty; if any, to the Board. The hearing officer's decision shall be final and binding upon the parties, subject to their respective right to appeal in accordance with law.

The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and disposition of each charge. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for his costs and attorney's fees incurred in defense of the hearing or appeal therefore.

Substantial criticisms or complaints which have not been previously revealed to the Superintendent in accordance with the provisions of Paragraph 3a of the Agreement shall not be admissible at such a hearing against the Superintendent. Notwithstanding the foregoing, the parties acknowledge that the foregoing shall not be applicable to those acts which arise in the school year in which the charges are brought. The parties further acknowledge that there are certain acts of misconduct for which no prior warning is required (i.e. theft, assault, etc.)

a. In the event that the Superintendent shall voluntarily resign from his position, the Superintendent shall provide the Board with prior notice of at least ninety (90) days.

b. The Superintendent shall be paid for accumulated unused vacation days at the time of separation regardless of whether the contract is terminated prior to completion.

14. Non-disparagement

The Superintendent, the District's Board of Education and each individual Board member agree that they will not make or publish any written or oral statement or remark, including, but not limited to, derogatory rumors, allegations, negative reports or comments which are

disparaging, deleterious, or damaging to the integrity, reputation or goodwill of the District or the Superintendent.

15. Indemnification

In accordance with applicable law, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent was acting within the scope of his employment, which indemnity shall include claims arising from events that occurred prior to the date of his employment as Superintendent. The Superintendent shall provide the Board with notice in writing of any such claims or proceedings within 10 days of receipt.

16. Severability

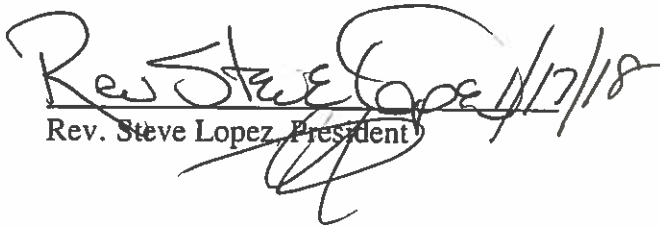
Should any provision, or portion thereof, contained in this Agreement be held unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected, and shall remain in full force and effect.

17. Governing Law

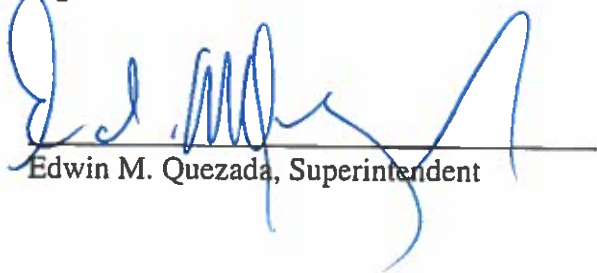
This contract, and the rights and obligations of the parties under this agreement, shall be governed by and construed in accordance with the laws of the State of New York, and any legal action which shall be commenced with regard to this agreement shall be venued in the New York State Supreme Court, Westchester County, New York or in the United States District Court for the Southern District of New York.

IN WITNESS WHEREOF, the parties have set their hands and seals on this 17th day of January, 2018.

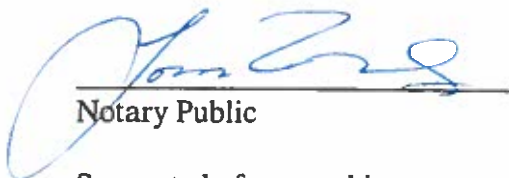
Signer:

  
Rev. Steve Lopez, President

Signer:

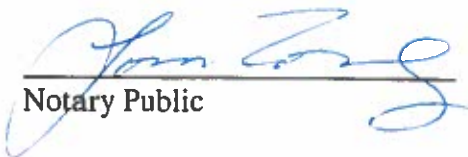
  
Edwin M. Quezada, Superintendent

Sworn to before me this  
17th day of January, 2018

  
Notary Public

JOANNA TOPPING  
Notary Public, State of New York  
No. 02TO5047376  
Qualified in Westchester County  
Commission Expires July 31, 2021

Sworn to before me this  
17th day of January, 2018

  
Notary Public

JOANNA TOPPING  
Notary Public, State of New York  
No. 02TO5047376  
Qualified in Westchester County  
Commission Expires July 31, 2021