

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this _____ day of July, 2014 between the Board of Education (“Board”) of the City School District of the City of Buffalo (“District”) and Donald A. Ogilvie, residing at 3689 Hampton Brook Drive, Hamburg, New York 14075 (“Mr. Ogilvie”).

WHEREAS, the parties desire to enter into a written agreement whereby the District will agree to employ Mr. Ogilvie as Interim Superintendent of Schools for a period beginning _____, 2014, and terminating on the effective date of the appointment of a successor Superintendent of Schools, unless sooner terminated, and whereby Mr. Ogilvie will accordingly perform all of the services and duties pertinent to the position of a superintendent of schools in New York State, subject to the terms and conditions of said agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

- (1) Mr. Ogilvie accepts the appointment as Interim Superintendent of Schools and will devote his time, energy and attention to the business of the District, and will perform to the best of his ability all of the duties of such office as are more fully set forth in §§ 2565 and 2566 of the Education Law of the State of New York. Among other things, Mr. Ogilvie shall have sole authority, subject to Board approval, to:
 - a. Select and recommend appointment or termination of any employee assigned to the Central Office staff;
 - b. Establish job descriptions for Central Office personnel;
 - c. Assign or reassign any member of the Central Office staff;
 - d. Determine the organizational relationships between all Central Office personnel; and
 - e. Abolish any position within the Central Office organization.

Mr. Ogilvie also will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law Section 211-C.

- (2) Mr. Ogilvie’s performance of the foregoing duties shall be under the direction and control of the Board, which shall from time to time prescribe such other duties as it may determine. Mr. Ogilvie’s work week and work day shall be minimally the same as other administrators in the District. It is understood, however, that during each fiscal year this Agreement is in force Mr. Ogilvie may use up to six (6) paid/personal leave days upon reasonable notice to the Board’s President and eighteen (18) paid sick leave days. He also shall be entitled to take up to twenty (20) paid vacation days, upon reasonable notice to the Board President, no more than ten (10) of which days may be taken while school is in session
- (3) Except as otherwise provided herein, Mr. Ogilvie shall not be entitled to any employee benefits, including, but not limited to health insurance or other insurance coverage, other

paid or unpaid leaves of absence, retirement contributions or paid vacation normally provided to other administrators in the District.

- (4) The District will indemnify, save, hold harmless and defend Mr. Ogilvie to the full extent provided by the Education Law concerning matters arising in the course, scope and during the term of his employment as Interim Superintendent of Schools.
- (5) The District agrees to reimburse Mr. Ogilvie for reasonable and normal expenses incurred by him in the performance of the duties of Interim Superintendent of Schools upon submission of appropriate claims and approval thereof by the Board. Mileage reimbursement for official travel shall be at the rate established by Board Policy. Overnight trips or conferences that are subject to reimbursement or payment of expenses to Mr. Ogilvie must be pre-approved by the President of the Board.
- (6) The District agrees to pay Mr. Ogilvie at the rate of Two Hundred Seventeen Thousand Five Hundred Dollars (\$217,500), during the term hereof. These payments will be subject to federal and state tax withholding and FICA contributions. These payments will be made on a payroll basis on the District's regular payroll dates to the extent possible. At Mr. Ogilvie's option, he may participate in any tax sheltered annuity program otherwise available to District employees consistent with the requirements of the Internal Revenue Code. As a condition precedent to receiving any payment hereunder, Mr. Ogilvie will maintain a record of the dates on which he performed duties pursuant to this employment, which record he may be requested to present to the Board from time-to-time.
- (7) Mr. Ogilvie will be entitled to be paid at the rate specified in paragraph 6 above for the paid holidays contained in the annual calendar adopted by the Board for the District and for emergency closing days.
- (8) The term of this Agreement may be terminated upon mutual agreement of the parties, but in no event shall the term extend beyond the effective date of the appointment of a successor Superintendent of Schools. The Board may terminate this Agreement without cause upon thirty (30) days prior written notice to Mr. Ogilvie. Mr. Ogilvie may terminate this Agreement upon thirty (30) days prior written notice to the Board. In either such event, the District will have no obligation to make any payment hereunder beyond the ultimate termination date of this Agreement, as determined by this paragraph 8.
- (9) The District will provide Mr. Ogilvie, consistent with its current practices, the necessary technology for the performance of his duties hereunder, to include a cellular telephone, a laptop computer and a desktop computer.
- (10) Mr. Ogilvie will be provided parking for his personal vehicle at District expense, and to the extent he deems necessary, transportation to and from District facilities by a District-provided vehicle.

- (11) This Agreement is subject to all applicable laws, rules, regulations, decisions and any final and binding order of the Commissioner of Education that may impact its terms. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- (12) This Agreement represents the sole agreement between the parties hereto and may not be amended except by a subsequent agreement in writing signed by Mr. Ogilvie and the then President of the Board, pursuant to a Board resolution authorizing the President to do so.
- (13) This Agreement is being executed in multiple counterparts, each having the force and effect of an original hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) indicated below.

BUFFALO CITY SCHOOL DISTRICT

By: _____
James Sampson, President, Board of Education

Subscribed before me this ____ day of _____, 2014.

Notary Public

MR. OGILVIE

By: _____
Donald A. Ogilvie

Subscribed before me this ____ day of _____, 2014.

Notary Public