

**CONTRACT OF EMPLOYMENT
INTERIM SUPERINTENDENT OF SCHOOLS**

This Contract of Employment (hereinafter "Contract") is made as of May 17th 2011 by and between **THE BOARD OF EDUCATION** (hereinafter, the 'Board') **OF THE ROCHESTER CITY SCHOOL DISTRICT** (hereinafter, the "District"), 131 West Broad Street, Rochester, New York, and **DR. BOLGEN VARGAS**, residing at 375 Cobbs Hill Drive, Rochester, New York 14610, (hereinafter, the "Interim Superintendent")

WITNESSETH THAT:

WHEREAS, the Board has offered to employ the Interim Superintendent as the Interim Superintendent of Schools of the Rochester City School District upon certain terms and conditions; and

WHEREAS, the Interim Superintendent has accepted said offer of employment upon such terms and conditions; and

WHEREAS, the Board and the Interim Superintendent have mutually agreed that such terms and conditions should be reduced to writing to confirm their agreement and to avoid any future misunderstanding as to the rights and responsibilities of each party under the employment relationship created hereby.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, to be performed one for the other, and other good and valuable consideration, the parties agree as follows:

1. Confirmation of Offer of Employment. The Board, pursuant to the applicable provisions of the New York State Education Law (hereinafter, the "Education Law") and in accordance with a resolution duly adopted at a meeting held on May 16, 2011, hereby offers to employ the Interim Superintendent as the interim superintendent of schools of the District upon the terms and conditions set forth in this Contract.

2. Confirmation of Acceptance of Employment. The Interim 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. This Contract and the Interim Superintendent's term of employment shall commence on May 17, 2011 and terminate upon the assumption of office by a permanent superintendant unless further extended or sooner terminated as hereinafter provided.
- b. Any extension of the term of this Contract and the Interim Superintendent's employment shall be in the form of a written amendment to this Contract which shall be duly approved by the Board and signed by both parties hereto. Any such amendment shall be upon the same terms and conditions as set forth herein unless otherwise stated in the amendment.
- c. Notwithstanding the above provision on the term of this Contract and the Interim Superintendent's employment, either the District or the Interim Superintendent may terminate this Contract and the Interim Superintendent's employment by giving the other party written notice no later than thirty (30) days in advance of the date of termination. In the event that either party gives such notice to the other, the Board

may advance the effective date of the termination up to the date of receipt of the notice, in which event all provisions of this Contract shall terminate as of such advanced date, except for the provisions of sections 5 and 7 hereof, which shall continue through the effective date of the original notice.

4. Interim Superintendent's Duties and Responsibilities

- a. The Interim Superintendent shall be the Chief Executive Officer of the District and shall perform all the duties of and possess all the authority now or hereafter granted to the Superintendent of Schools of this District under the provisions of the Education Law or of any other statute of the State of New York, or under the provisions of any Rule of the New York State Board of Regents, or under the provisions of the Regulations or decisions of the Commissioner of Education of the State of New York. The Interim Superintendent shall have the power to appoint, compensate, employ and discontinue the service of persons in positions subject to the Rules and Regulations of the Board of Education Relating to the Superintendent's Employee Group, and within the amounts budgeted for such positions. The powers, duties, and responsibilities of the Interim Superintendent with respect to such persons shall be exercised pursuant to, and not in violation of, all applicable federal, state and local laws and regulations, and applicable policies of the Board, pertaining to non-discrimination in employment.
- b. Without limiting the foregoing, the Interim Superintendent shall possess the specific authority, right, responsibility and duty
 - (i) to be the Chief Executive Officer of the District;

- (ii) to be a member of the Board with the right to speak but without the right to vote;
- (iii) to recommend to the Board the organization of the District, and the types, titles, duties and qualifications of positions needed to staff the organization in a manner which best serves the District;
- (iv) to make recommendations to the Board as a prerequisite to either the appointment or termination of employment of both instructional and non-instructional personnel;
- (v) to have supervision and direction of all administrators supervisors, principals, teachers, and all other persons employed in the management of the schools or the other educational activities of the city authorized by the Education Law and under the direction and management of the Board, in accordance with all provisions of law and collective bargaining agreements;
- (vi) to negotiate and execute collective bargaining agreements with the certified employee organizations of the District's employees, subject to Board approval and appropriation of funds for such agreements as provided by the Civil Service Law;
- (vii) to recommend to the Board general courses of study, and, upon the Board's approval of such courses, to prescribe the content of such courses as well as the standards for achievement and methods of assessing such achievement with respect to such courses;
- (viii) to recommend to the Board all instructional materials, including textbooks, for

said courses of study;

- (ix) to ensure the District's compliance with all federal, state and local laws and regulations applicable to the District;
 - (x) to implement and ensure compliance with all policies of the Board.
 - (xi) to prepare and submit to the Board in a timely manner a proposed balanced budget estimate for each fiscal year, as well as any necessary supplemental budget estimates;
 - (xii) to purchase equipment, furnishings, materials, supplies, textbooks necessary for the operations of the District, within the limits of the Board's appropriation of funds for such items in the annual budget, as amended from time to time, through the Director of Purchasing and in accordance with the applicable provisions of Article 51 of the General Municipal Law;
 - (xiii) to maintain, repair and safeguard the buildings, facilities and vehicles of the District within the limits of the Board's appropriation of funds for such work in the annual budget, as amended from time to time; and
 - (xiv) to negotiate and execute contracts for services, within the limits of the Board's appropriation of funds for such services in the annual budget, as amended from time to time.
- c. The Board may from time to time modify or delete any duties or responsibilities of the Interim Superintendent, and also may prescribe additional duties and responsibilities of the Interim Superintendent.

5. Salary. The Interim Superintendent's salary shall be based on the rate for the twelve (12) month period from May 17, 2011 through and including May 16, 2012 and shall be one hundred and seventy five thousand dollars (\$175,000). This provision is not intended to ensure a term beyond that provided in section 3. The Interim Superintendent's base salary shall be paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.

6. Vacation, Sick and Personal Days, and Holidays Upon the commencement of this Contract, the Interim Superintendent shall be entitled to twenty (20) paid vacations days, ten (10) paid sick days, three (3) paid personal days per school year, accruing on a pay period basis, and the thirteen (13) holidays provided to other employees of the District. If the Interim Superintendent has any unused vacation, sick or personal days upon the expiration of this Contract, they shall be forfeited.

7. Insurance. For the duration of this Contract or through June 1, 2012, whichever is later, the District shall make payment of the monthly premiums necessary for the continuation of the Interim Superintendent's health benefits coverage through his immediate previous employer. Should the insurance through that previous employer not be available to the Interim Superintendent at any point during the term of this Contract, the District shall make available to the Interim Superintendent a family health benefits plan from among the several such plans offered by the District to its employees, and the District shall pay 90% of the monthly premiums for the plan selected by the Interim Superintendent.

8. Automobile Allowance. During the term of this Contract, the District shall provide the Interim Superintendent with a monthly allowance in the amount of five hundred dollars (\$500) to be used to provide the Interim Superintendent with a vehicle of his choosing. The selection, purchase /lease, insurance, maintenance and all other costs of said vehicle shall be the responsibility of

the Interim Superintendent; the sole responsibility of the Board shall be to provide the monthly allowance specified in this provision.

9. Allowance for Travel and Professional Expenses. The Board may approve requests by the Interim Superintendent for professional expenses and travel for District business solely at the Board's discretion. Such requests shall be submitted to the Board prior to such expenses being incurred by the Interim Superintendent or the District. At the Board's discretion it may designate a specific amount as an allowance for this purpose.

10. Income Tax Liability. The Interim Superintendent shall be solely liable for any income taxes due and owing with respect to the payment or provision of any compensation or benefit under this Contract.

11. Defense and Indemnification. The Board agrees to provide legal counsel and to indemnify the Interim Superintendent with respect to claims, demands, suits or judgments against him in accordance with the applicable provisions of the Education Law.

12. Compensation and Benefits Pro-rated. Should this Contract and the employment of the Interim Superintendent terminate prior to May 16, 2012, all compensation and benefits, direct or indirect, provided under this Contract on an annual basis shall be prorated based upon the number of complete months worked by the Interim Superintendent as compared to the twelve (12) month period. This provision is applicable to all compensation and benefits provided under this Contract, without regard to whether or not the provisions governing them specifically address the subject of prorating.

13. Legal Counsel. The Board and the Interim Superintendent acknowledge that each has been represented in the negotiation and drafting of this Contract by independent legal counsel, and

further acknowledge that each party's counsel has fully explained, and each party fully understands, the provisions of this Contract.

14. Entire Agreement. This Contract contains the entire agreement of the parties, notwithstanding any prior oral discussions or any other writings. This Contract may be modified only by written amendment duly authorized by the Board and signed by both parties.

15. Severability. This Agreement shall be governed by the laws of the State of New York, together with all applicable New York State rules and regulations having the force and effect of law, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provisions.

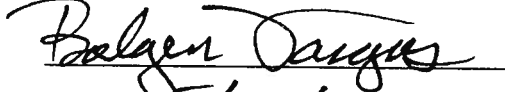
IN WITNESS WHEREOF, the Board has approved this Contract by Resolution ²⁰¹⁰ 2011-^g 778 and the President of the Board and the Interim Superintendent have affixed their signatures to this Contract this 17th day of May 2011.

MALIK EVANS,
BOARD PRESIDENT

By 

Date: 5/17/11

DR. BOLGEN VARGAS,
INTERIM SUPERINTENDENT



Date: 5/17/11