

EMPLOYMENT AGREEMENT

by and between the

BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT

and

BARBARA DEANE-WILLIAMS

Superintendent of Schools

THIS AGREEMENT is made on this 18th day of July 2016, by and between the BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT (hereinafter the "Board") and Barbara Deane-Williams (hereinafter, the "Superintendent") to be effective as of August 8, 2016 and only upon approval of the Board.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT AND ACCEPTANCE

The Board will employ the Superintendent to act as the Superintendent of Schools of the Rochester City School District pursuant to § 2554 of the Education Law of the State of New York and the Superintendent accepts that appointment under the terms and conditions set forth in this Agreement.

2. TERM

a. The term of this Agreement shall be for a period of three (3) years commencing on August 8, 2016 and continuing through August 7, 2019, unless further extended or sooner terminated as hereinafter provided.

b. Any extension of the term of the Superintendent's employment shall be in the form of a written Amendment to this Agreement, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties; and it shall not be considered

that the Board and the Superintendent have entered into a new Agreement, unless expressly stated in a writing signed by both parties hereto which is approved by resolution of the Board.

3. DUTIES AND RESPONSIBILITIES

a. Principles of Leadership: The Board of Education and the Superintendent agree that the most effective form of governance involves leaders (both internally and externally) who are collaborative, communicative and committed to the success of the children, families and staff of the Rochester City School District. It is accordingly the intention of the Board of Education and the Superintendent to carry out their respective and shared duties and responsibilities under this Contract and under law in a manner consistent with the principals of leadership articulated herein.

b. The Superintendent shall be the Chief Executive and Administrative Officer of the District and shall faithfully, diligently and in accordance with the highest professional standards, perform all the duties of and possess all the authority now or hereafter granted to a Superintendent of Schools under the provisions of the said Education Law or those 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, and subject to the by-laws of the Board. With respect to any matter with the sole and exclusive jurisdiction of the Board, the Superintendent shall be entitled to make a recommendation, if she chooses to do so.

c. The Superintendent shall possess the powers and be charged with the duties set forth in Education Law § 2566.

d. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided that all such additional or different duties and

responsibilities are consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

e. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing her performance or the terms of this Agreement.

f. Consistent with and pursuant to Education Law §211-B (5)(a) the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

4. CERTIFICATION

The Superintendent shall, as a condition of continued employment, possess a valid certificate to act as a Superintendent of Schools in the State of New York. The Superintendent shall present a copy of her certificate to the Board prior to the commencement of her employment with the District. The Superintendent's lack of certification at any time shall be deemed to automatically terminate both her employment and this Agreement without any necessity for action by the Board or the Superintendent.

5. ANNUAL BOARD REVIEW

a. The Board, with the full participation of the Superintendent, shall establish goals and objectives for each school year, which shall be reduced to writing and shall be among the criteria upon which the Superintendent is to be evaluated.

b. The Board shall devote at least a portion of one meeting during the month of May in each year of the Superintendent's employment by the District to an evaluation in executive session of her performance and her working relationship with the Board. The evaluation

shall be based upon performance criteria as mutually established by the Board and the Superintendent by September 1st of each year which shall be reduced to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation. The Board shall then devote at least a portion of one meeting during the month of June in each year during the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to her performance and her working relationship with the Board. A written memorandum summarizing that discussion shall be provided to the Board by the Superintendent subsequent to such discussion.

c. The Board shall also conduct an informal midyear progress review, devoting at least a portion of one meeting during the month of January in each year during the Superintendent's employment by the District to a general discussion in executive session between the Board and Superintendent with respect to her performance and her working relationship with the Board.

d. The Board, individually and collectively, shall promptly refer to the Superintendent any criticisms, complaints and suggestions it holds or that are called to its attention, for her study and recommendation.

e. All material relating to the performance evaluation of the Superintendent shall be considered confidential and shall not be subject to disclosure except as necessary pursuant to Section 12 of this Agreement or as otherwise required by law.

6. COMPENSATION

a. The Board agrees to pay the Superintendent at an annual salary rate of Two Hundred Twenty-Five Thousand Dollars (\$225,000) for the period beginning August 8, 2016 through June 30, 2017. Such annualized salary, as it may be amended from time to time, shall be

paid in equal installments, in accordance with the policy of the board covering payment of other professional staff members.

b. For each subsequent twelve month period of employment, the Superintendent's salary shall be determined by negotiations between the Board and the Superintendent based upon the Board's evaluation of the Superintendent's performance during the prior school year. However, in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of base salary received during the preceding twelve month period.

c. The Superintendent's compensation for each subsequent twelve month period of employment shall be determined by the Board no later than June 30th in each year.

7. BENEFITS

During the Term of this Agreement, the Superintendent shall be eligible to receive the following benefits:

a. Health Insurance. The Superintendent shall be eligible to receive health insurance benefits under plans offered by the District for the Superintendent, spouse and dependents (which is currently the Excellus Enhanced Plan). The District shall pay seventy percent (70%) of the cost of the premium of the District's health insurance program (until the Superintendent and/or her spouse become eligible for Medicare and thereafter 70% of the Medicare supplemental plan for the Superintendent and/or her spouse), and the Superintendent shall be responsible for the remainder.

b. Dental Insurance. The Superintendent shall be eligible to receive dental insurance benefits under the plan offered by the District. The District shall pay either: (i) one hundred percent (100%) of the cost of individual coverage; or (ii) seventy percent (70%) of the cost of family coverage, if elected, and the Superintendent shall be responsible for the remainder.

c. Life Insurance. The Superintendent shall be eligible to receive group term life insurance, if she otherwise qualifies, with a death benefit of Three Hundred Fifty Thousand Dollars (\$350,000). Such insurance shall be subject to the terms and conditions set forth in the group term life insurance policy maintained by the District, and the District shall pay one hundred percent (100%) of the cost of such coverage.

d. Long-Term Disability Insurance. The Superintendent shall be eligible to receive the long-term disability insurance plan offered by the District. Such insurance shall be subject to the terms and conditions set forth in the group long-term disability insurance policy maintained by the District, and the District shall pay one hundred percent (100%) of the cost of such coverage.

e. Retirement Plan. The Superintendent shall be eligible to receive retirement benefits as provided by the New York State Teachers' Retirement System. The District and the Superintendent shall make such contributions as are required by applicable law.

f. Retiree Health Insurance. The Superintendent shall continue to receive health insurance coverage (including dental) in retirement. The District shall contribute towards the cost of such insurance as follows:

i. To the extent the Superintendent is entitled to health and/or dental insurance coverage in retirement provided by another school district, the Superintendent must pursue such coverage to the maximum extent permitted by law. Should it become necessary for the Superintendent to file a notice of claim and/or initiate a legal action against another school district to enforce her right to health and/or dental insurance coverage in retirement, the District will pay all reasonable attorney's fees, costs and disbursements in relation to said notice or action.

ii. In the event health and/or dental insurance coverage in retirement is not available to the Superintendent from another school district, including such time as may be reasonably necessary for the Superintendent to pursue such coverage from another school district as contemplated by subparagraph "i" hereof above, the District will provide single or two person coverage, as the case may be, under its health insurance and dental plans, for which the District will pay seventy percent (70%) of the premium cost until such time as the Superintendent and/or her spouse become eligible for Medicare. After the Superintendent and/or her spouse become eligible for Medicare, the District will pay seventy percent (70%) of the premiums for the Medicare supplemental plan available to it for the Superintendent and/or her spouse. Any premium costs remaining for any of the above-described coverages, following the District's required premium contributions, will be the responsibility of the Superintendent and/or her spouse. To be eligible for such benefits, the Superintendent must retire directly from the District and be receiving benefits under the terms governing the New York State Teachers' Retirement System. If the Superintendent is eligible for retiree health insurance coverage from the District pursuant to this Section 7(f), and if the Superintendent establishes residency outside of the coverage area of the District's health insurance plan while eligible for such coverage, the District shall reimburse the Superintendent for the health insurance purchased in place of the District's coverage. Reimbursement shall be limited to the extent of the District's contribution to which the Superintendent would have been eligible had she remained within the coverage area of the District's plan. Reimbursement shall be made at least every six months, or on any other basis mutually agreed by the parties. Proof of coverage and payment must be submitted with the request for such reimbursement.

g. Tax Sheltered Annuity. The Superintendent shall be eligible to participate in the District's Tax Sheltered Annuity Plan, pursuant to its terms and the applicable plan documents. The Superintendent shall receive Five Thousand Dollars (\$5,000) annually to be applied to one or more tax sheltered annuities offered by the District as she desires.

h. Vacation. The Superintendent will be credited with twenty-seven (27) paid vacation days upon the effective date of this Agreement, and thereafter will be entitled to thirty (30) days of paid vacation per year with the District credited as of each July 1st of the contract. Up to thirty (30) days unused vacation may be carried over to the following school year and any additional unused vacation days shall be lost. Vacation shall be scheduled so as not to interfere with the operation of the District. The Superintendent shall provide the President of the Board and the Board designee with advance notice of her use of vacation leave. In each year of the contract, the Superintendent may elect to receive 1/240th of her then current annual salary for each unused vacation day up to a maximum of ten (10) days. The Superintendent shall notify the Business Office in writing of this election no later than May 31st and file a copy with the President of the Board. In the event that the Superintendent has accumulated vacation leave at the time her employment with the District terminates, she (or her estate if the reason for the termination of employment is the Superintendent's death) shall be paid at the rate of 1/240th of her then current salary for each day of accumulated vacation leave up to a maximum of thirty (30) days.

i. Holidays. Provided that school is not in session, the Superintendent shall be entitled to paid leave on the following holidays:

Independence Day (July 4th)
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
3 Floating Holidays

Floating holidays shall be scheduled so as not to interfere with the operation of the District. Unused floating holidays shall not carry over from school year to school, and shall not be payable upon termination of employment.

j. Sick Leave.

i. The Superintendent will be credited with fourteen (14) paid sick leave days upon the effective date of this Agreement, and then beginning with the 2017-18 school year will be annually credited with fourteen (14) sick leave days accruing on a pay period basis. The Superintendent shall also be credited with fifty (50) days of accumulated sick leave from her prior service in education as of the effective date of employment.

ii. Sick leave may be used only for absence due to the Superintendent's illness or injury, except that up to five (5) days annually may be used for absences due to family illness.

iii. If the Superintendent uses sick leave for five (5) or more consecutive working days, then the District may require the Superintendent to provide medical documentation that substantiates the Superintendent's need for sick leave. The parties acknowledge that the Superintendent's employment under this Agreement is subject to the District's right to require the Superintendent to submit to a medical examination under applicable federal and State law, including without limitation § 913 of the New York Education Law. If the Superintendent fails to provide the requested medical documentation or cooperate with a medical examination, the District may discontinue the Superintendent's sick leave benefits until the matter is rectified.

iv. Unused sick leave may be carried over from year to year up to a maximum accumulation of 200 sick leave days.

v. Any leave under this Section shall run concurrently with leave provided by the Family Medical Leave Act. In addition, nothing in this Agreement modifies the rights of either the District or the Superintendent under the Family and Medical Leave Act, the Americans with Disabilities Act, the New York Human Rights Law, or any other applicable federal or State law related to absence from the workplace due to personal illness or injury.

k. Personal and Bereavement Leave. Upon the effective date of this Agreement, and for each school year thereafter, the Superintendent shall be credited with three (3) days of personal leave for the purpose of conducting business which cannot be conducted at any other time, which personal leave shall be lost (and not carried over) if not used in the school year credited. The Superintendent shall be eligible to receive paid leave as authorized by the Board President in the event of the death of a member of the Superintendent's immediate family. For purposes of this Section, "immediate family" shall be defined as spouse, children, parents, grandparents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.

l. Membership Fees and Dues.

The District shall pay the fees and dues for the Superintendent's membership in the AASA, New York State Council of School Superintendents, CGCS, the Association of Supervision and Curriculum, and any other memberships approved by the President of the Board. The Superintendent may attend conferences of such associations without reduction in compensation or leave credits so long as such attendance does not interfere with the operations of the school or the performance of her duties, subject to approval by the Board officers.

m. Reimbursement for Expenses.

i. The Superintendent shall be reimbursed for the actual expenses incurred in connection with her activities for and on behalf of the District, including reasonable amounts expended for travel (except travel within the District), lodging and meals in connection with conferences, seminars, participation in local/state/national educational committees and participation and interaction with members of the school district community within budgetary limits set by the Board. The Superintendent shall receive reimbursement for mileage at the I.R.S. rate then in effect for the use of her personal automobile in connection with her duties and responsibilities. The Superintendent shall provide the Board with an itemized accounting of such expenditures prior to reimbursement and subject to audit by the District's Internal Auditor.

ii. The District shall provide the Superintendent with a cellular telephone and/or a multifunction handheld device in accordance with applicable District policies and procedures.

n. Residency. The Board places great value on the Superintendent becoming a member of the Rochester community. The Superintendent agrees to establish and maintain residency (i.e., domicile) within the District's boundaries no later than six months after the effective date of this Agreement, upon which the Superintendent shall receive reimbursement for actual relocation expenses up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500) for all expenses associated with the Superintendent's relocation from her current residence to a residence in the District.

o. Community Presence. At all times during her employment, the Superintendent will maintain a visible and active presence in both the District and Rochester community at large.

8. DISABILITY

If, by reason of sickness, accident or other disability, the Superintendent is unable to perform substantially all or a part of the essential duties and responsibilities of her position for a period in excess of her accumulated sick leave and vacation allowance, the Board may, in its discretion and to the extent they so determine, make a proportionate reduction in the Superintendent's salary. There shall be no sick leave or vacation accrual during the actual period of disability. The Board shall have the right to appoint another administrator to act as the chief administrative officer of the District until such time as the Superintendent is able to resume her duties and responsibilities or terminates her employment with the District.

Irrespective of the amount of accumulated sick leave or vacation allowance available to the Superintendent, if a disability continues for six months or more, or if a disability is permanent, irreparable or of such a nature that it is reasonable to expect that the disability will last for more than six months, then the Board may, at its option terminate this Agreement in accordance with Section 12 below. If there is a question regarding whether the Superintendent is disabled, she will submit to a medical examination at the expense of the District by such physicians as chosen by the Board. The Superintendent will arrange to have all of her medical records made available to the examining physicians. The decision of the physicians chosen by the Board will be determinative of the question of whether or not the Superintendent is disabled.

9. INDEMNIFICATION

a. 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 is acting within the scope of her employment or under the direction of the Board.

b. The District agrees, as a further condition of this Agreement, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment or under the direction of the Board.

c. As a condition of receiving such indemnification, the Superintendent shall, within ten days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

d. If in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage counsel (provided by the District's insurer if it provides coverage of the claim) in which event the District shall indemnify the Superintendent for the costs of legal defense not to exceed the hourly rate paid by its insurer.

e. The Board shall have the right and authority to conduct the defense of any suit and proceeding, including the right, in the Board's discretion, to settle such suit or claim at any time. This Paragraph 9 shall survive the term and be enforceable after the termination of this Agreement.

10. OTHER WORK

The Superintendent shall devote her full-time skill, labor and attention to the discharge of duties during the term of this Agreement; provided, however, that the Superintendent, subject to prior approval by the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, just as long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. In the event the Superintendent engages in such other work while on vacation

under Section 6(h) of this Agreement, the Superintendent shall be entitled to keep all fees earned as a result of such other work. If the Superintendent engages in such other work while on District time, the Superintendent shall contribute all fees earned as a result of such other work to a District service, as determined by the Board, that benefits the students of the District.

11. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination annually, with the District paying for any portion of the examination not covered by the Superintendent's insurance. A statement certifying the physical competency of the Superintendent shall be filed with the Clerk of the Board and treated as confidential information by the Board.

12. TERMINATION

This Agreement may be terminated in accordance with any of the following sections:

a. The Board may terminate this Agreement for any one of the following reasons:

i. The permanent disability of the Superintendent or the continuing disability after six (6) months as set forth in Section 8 of this Agreement; provided, however, in the event of permanent disability, the Superintendent shall be entitled to full pay and benefits for ninety (90) days after the onset of the disability or to utilize unused sick leave if longer, even if this Agreement is terminated.

ii. Failure to maintain a valid certificate to act as a superintendent of schools in the State of New York.

b. By mutual agreement, in writing, to terminate this Agreement;

c. For just cause, which shall include, but not be limited to, failure to maintain certification, neglect of duty, materially significant breach of contract, insubordination,

misconduct, or if the Superintendent shall conduct herself as to negatively reflect upon her position or upon the good name and reputation of the District so as to prevent her from properly performing the duties of her office.

i. In the event the Board considers that there is just cause to terminate this Agreement, the Superintendent shall be entitled to a due process hearing upon written charges. 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 thirty (30) days' notice, before an independent hearing officer who shall be an attorney at law. The hearing shall be in executive session unless both the Board and the Superintendent agree to a public hearing. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, the hearing officer shall be mutually selected from among the list of hearing officers approved by the New York State Education Department to conduct hearings under § 3020-a of the Education Law. A person shall not be eligible to serve as a hearing officer if he or she is a resident of the Rochester City School District, or is an employee, agent or representative of the Board, or has served as an agent or representative of the Board within two years of the date of the scheduled hearing, or if he or she is then serving as a mediator or factfinder in the Rochester City School District. Any suspension of the Superintendent pending the investigation or determination of Charges shall be with full pay and benefits.

ii. The Superintendent shall be entitled to due process protection at such hearing, including, but not limited to, the right to elect a private hearing, to be represented by counsel, to present, cross-examine and subpoena witnesses, to subpoena 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. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.

iii. The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a 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.

iv. In the event of the hearing, each party shall bear its own expense, with both parties responsible for the fee and expenses of the hearing officer.

d. The expiration of this Agreement without renewal or extension thereof; or

e. The Superintendent may terminate this Agreement by giving the Board ninety (90) days written notice of termination.

13. RENEWAL

The Board will consider extending or renewing this Agreement in June of each year after conducting the Superintendent's evaluation. At least twelve months before the expiration date of this Agreement (or any extension or renewal of this Agreement), the Board will notify the Superintendent in writing as to whether or not it desires to renew and extend this Agreement. The failure to give such notice will not result in an extension of this Agreement. If both parties desire to renew and extend the Agreement, the parties shall commence discussions regarding a new Agreement. If a new Agreement is not reached prior to January 1st of the last year of this Agreement, both parties will be relieved of any further obligation to discuss the renewal and extension of the Agreement.

14. APPLICABLE LAW

This Agreement has been entered into under and shall be governed in accordance with the laws of the State of New York.

15. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are inserted for the convenience of reference only, and if there is a conflict between any such heading and the text of the Agreement, the text shall control.

16. WRITTEN AGREEMENT

This Agreement is the sole agreement between the parties concerning the terms and conditions of the Superintendent's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties approved by resolution of the Board.

17. SEVERABILITY


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

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. This Agreement may not be altered or modified except by written agreement signed by the Superintendent and the Board President after Board resolution.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year first above written.

FOR THE BOARD:

By 
Van Henri White, President

THE SUPERINTENDENT:



Subscribed before me this
18th day of July, 2016.


Notary Public

FRANCINE SCOTT
Notary Public, State of New York
Monroe County, REG#01SC6064410
My Commission Expires September 24, 2017

Subscribed before me this
18th day of July, 2016.


Notary Public

FRANCINE SCOTT
Notary Public, State of New York
Monroe County, REG#01SC6064410
My Commission Expires September 24, 2017

CERTIFICATION OF CLERK

This is to certify that this Employment Agreement was approved and ratified by vote of the Board of Education of the Rochester City School District at a public meeting duly held on July 18, 2016 and such act of approval and ratification has been made a part of the minutes of such meeting.

_____

[NAME]

District Clerk

