

**EMPLOYMENT AGREEMENT
INTERIM SUPERINTENDENT OF SCHOOLS**

This Employment Agreement (hereinafter "Agreement") is made by and between **THE BOARD OF EDUCATION** (hereinafter the "Board") of the **ROCHESTER CITY SCHOOL DISTRICT**, Monroe County New York, (hereinafter "the District"), and **Demario Strickland**, having an address at [REDACTED] (hereinafter "Mr. Strickland", or the "Interim Superintendent").

RECITALS

WHEREAS:

a. The Board wishes to employ a qualified administrator as Interim Superintendent to serve as the District's chief executive school officer so as to assist in the efficient operation of the District on a temporary basis while the Board undertakes a search and selection of a Superintendent of Schools

b. Mr. Strickland represents that he has the qualifications for the position and the Board wishes to employ Mr. Strickland as Interim Superintendent of the District's schools commencing July 1, 2024 and ending June 30, 2025, unless sooner terminated either upon the appointment of a successor Superintendent, or per the termination provisions herein.

c. Mr. Strickland wishes to accept the Board's offer of employment as Interim Superintendent.

WHEREFORE, the Board and Mr. Strickland desire to enter into this Agreement to establish the terms of Mr. Strickland employment by the Board, and hereby agree as follows:

1. **Appointment and Employment.**

The Board hereby appoints and employs Mr. Strickland as Interim Superintendent of Schools beginning July 1, 2024, upon the terms and conditions contained in this Agreement. Mr. Strickland hereby accepts such employment and agrees to perform, to the best of his ability, the duties of such position, upon the terms of this Agreement and all of the duties of such office as are more fully set forth in § 2566 of the Education Law of the State of New York.

2. **Term of Appointment and Employment.**

The Interim Superintendent's services shall be July 1, 2024 until June 30, 2025 at midnight, or until the appointment of a successor Superintendent, whichever occurs sooner. The Interim Superintendent's work week shall be five (5) days per week excluding scheduled holidays unless otherwise mutually agreed to by Interim Superintendent and Board of Education.

A. The parties may, by mutual agreement, extend the term of the Interim Superintendent's employment. The Board agrees that if it wishes to seek an extension of the term of this Agreement with the Interim Superintendent, it shall notify the Interim Superintendent of its intent no later than thirty (30) days prior to the scheduled termination date. Any extension of the term of the Interim Superintendent's employment shall be upon such terms and conditions as are mutually agreed upon and shall be in the form of an amendment to this Agreement.

B. The parties agree that upon the appointment of a successor Superintendent, or upon termination of this agreement as specified in below, Mr. Strickland may resume his position as Deputy Superintendent, unless and until such time as the successor Superintendent makes an appointment pursuant to the Board approved Rules and Regulations applicable to the Superintendent's Employee Group.

3. **Interim Superintendent's Duties and Responsibilities.**

The Interim Superintendent shall be the chief executive and administrative officer of the District and 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 statute of the State of New York, or by rule or regulation of the Board of Regents or Commissioner of Education. The Interim Superintendent shall also perform such other duties and responsibilities as the Board may legally authorize or direct.

The parties recognize that in order to further the efficient operation of the District, it is important to maintain direct lines of communication between the Board and the Interim Superintendent, and the Board recognizes the importance of using such process to communicate concerns related to the Interim Superintendent's performance. Accordingly, the Board shall promptly and discreetly communicate complaints, concerns or suggestions, which in its collective judgment is deserving of referral regarding the Interim Superintendent's performance, to the Interim Superintendent, either verbally or in writing.

The Board may also in its discretion, meet with the Interim Superintendent at least once quarterly to informally, or formally, evaluate performance and working relationship with the Board.

4. **Certification.**

As a condition of employment, the Interim Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District, and shall file proof of such certification with the District Clerk prior to commencing upon the duties of Interim Superintendent.

5. **Compensation.**

The District agrees to pay Mr. Strickland at the rate of Two Hundred Thirty Thousand Dollars (\$230,000) while he is serving as the Interim Superintendent of Schools. These payments will be subject to all applicable federal and state tax withholdings and contributions. These payments will be made on a payroll basis on the District's regular payroll dates to the extent possible. As a condition precedent to receiving any payment hereunder, Mr. Strickland will maintain appropriate records 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.

6. **Other Benefits.**

While serving as the Interim Superintendent, Mr. Strickland will continue to retain his current level of benefits, at the rates offered by the District to its active employees and contemplated by the approved Board Rules and Regulations of the Superintendent's Employee Group.

7. **Expense Reimbursement.**

The District will pay or reimburse the Interim Superintendent for reasonable and necessary expenses (including mileage reimbursements for official travel at the same rate paid to other administrators) approved by the Board and incurred by the Interim Superintendent in the continuing performance of his duties under this Agreement, as permitted by state law, and as approved by the District in the annual budget. The Board will pay or reimburse the Interim

Superintendent for all such legitimate expenses upon presentation, from time to time, of an itemized account of such expenditures.

8. **Technology.**

The Interim Superintendent shall be provided District issued technology, including a cell phone and laptop for business use.

9. **Cooperation with Official Representatives of the New York State Education Department.**

The Interim Superintendent shall be required to cooperate fully with any distinguished educator, state monitor, or other lawful representative of the New York State Education Department.

10. **Indemnification.**

The Board agrees to provide legal counsel and to indemnify the Interim Superintendent against all uninsured financial loss to the full extent allowed by Education Law and Public Officers Law (excluding willful misconduct) resulting in bodily or other injury to any person or damage to the property of any person committed while the Interim Superintendent is Interim within the scope of his employment or at the direction of the Board ("Claim"), provided that the Interim Superintendent delivers a copy of the notice of claim, summons, complaint or other document asserting the Claim to the District Clerk within ten (10) days of the actual receipt of such document by the Interim Superintendent.

11. **Other Work.**

The Interim Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement. He shall inform the Board of any consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities for others, and will engage in discussion with the Board prior to accepting any other work as described above. The Interim Superintendent may not engage in activities that would constitute a conflict of interest under the General Municipal Law or the Districts Code of Ethic's policy.

12. **Termination.**

This Agreement may be terminated at any time by written agreement between the Board and the Interim Superintendent. This Agreement may also be terminated prior to its expiration by the resignation of the Interim Superintendent, submitted in writing to the Board upon thirty (30) days notice, or by the Board of Education without cause, upon thirty (30) days notice to the

Interim Superintendent. In either such event, the District will have no obligation to make any payment hereunder beyond the ultimate termination date of this Agreement.

1. **Notice.**

Unless otherwise specified, all notices given under this Agreement shall be given in writing delivered as follows:

A. To the Interim Superintendent: Personally or by certified mail, return receipt requested, addressed to his residence on file with the District;

B. To the Board: To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to his residence on file with the District, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested.

C. When Effective: Notice given by mail shall be deemed given three (3) days after mailing (not counting the day mailed) regardless of date of actual receipt. Notice may be signed by the Interim Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

14. **Severability.**

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to her or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

15. **Miscellaneous.**

A. **Savings Clause:** This Agreement is subject to all applicable laws, rules, regulations, decisions and any final and binding of the Commissioner of Education that may impact its terms. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

B. **Sole Agreement:** 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. Strickland and the then President of the Board pursuant to a Board resolution authorizing the President to do so.

C. **Full Force:** This Agreement shall remain in full force and effect for the term noted herein and may not be otherwise terminated, modified or extended unless by an agreement, in writing, between the parties.

D. **Headings:** The paragraph headings contained in this Contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.


E. **Waiver:** In the event any term or condition of this Contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

F. **Governing Law:** This contract will be governed by and construed in accordance with the laws of the State of New York.

G. **Counterparts:** This Agreement may be executed in counterparts, each having the force and effect of an original.

The parties' informed consent to this Agreement is indicated by their signatures below:

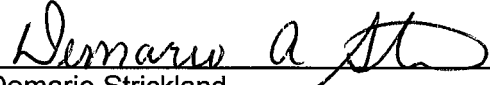
For the BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT



President: Cynthia Elliott

Dated: 5/23/24

For DEMARIO STRICKLAND



Demario Strickland

Dated: 5/23/24