

**EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS**

This Employment Agreement (hereinafter "Agreement") is made by and between **THE BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT** (hereinafter the "Board"), with offices at 131 W. Broad St., Rochester, Monroe County, New York, and **Dr. Eric Rosser**, having an address at [REDACTED] (hereinafter "Dr. Rosser" or the "Superintendent").

RECITALS

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the Rochester City School District (hereinafter, the "District") upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, the Board and the Superintendent have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District;

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

1. Offer and Acceptance.

The Board, pursuant to applicable provisions of New York State law and in accordance with a resolution duly moved and adopted at a meeting held on March 6, 2025 hereby confirms its offer to employ Dr. Eric Rosser, as Superintendent of Schools upon the terms and conditions contained in this Agreement. Dr. Eric Rosser 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 Superintendent's services shall be for a period of three years beginning July 1, 2025 and terminating June 30, 2028 at midnight, unless further extended or sooner terminated as hereinafter provided. The Superintendent's work week shall be full time, constituting five (5) days per week excluding scheduled holidays, unless otherwise mutually agreed to by Superintendent and Board of Education. Dr. Rosser shall also be paid for up to twenty (20) days to work on a consultant basis prior to July 1, 2025 for transition purposes. Dr. Rosser shall be paid 1/240th of his annual salary for July 1, 2025 to June 30, 2026 for each day he works as a consultant. Dr. Rosser may work partial days and may work remotely as a consultant. Such days shall be scheduled at the convenience of Dr. Rosser and Dr. Strickland.

a. The parties may, by mutual agreement, extend the term of the Superintendent's employment. The Board agrees that if it wishes to seek an extension of the term of this Agreement with the Superintendent, it shall notify the Superintendent of its intent no later than thirty (30) days prior to the scheduled termination date. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date. Any extension of the term of the 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 signed by both parties hereto.

3. Superintendent's Duties and Responsibilities.

The Superintendent shall be the Chief Executive and Administrative Officer, as well as education leader of the District, and shall with the highest professional standards, 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 Superintendent shall also perform such other duties and responsibilities as the Board may legally authorize or direct.

a. Without limiting the foregoing, the Superintendent shall possess, subject to the ultimate approval of the Board, the specific authority, rights and responsibilities contained in the Job Description appended to, made a part of this Agreement and marked as "Attachment

1."

- b. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including its executive sessions, except that the Board may exclude the Superintendent from any portion of a meeting during which the Superintendent's performance or the terms of this Agreement are to be discussed, or where other justifiable cause exists.

4. **Evaluations and Referral of Complaints.**

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 Superintendent, and the Board recognizes the importance of communicating concerns related to the Superintendent's performance and the administration of the District through productive means. Accordingly, the Board will employ the following:

- a. Annual Evaluation: The Board shall devote at least a portion of one meeting during June of each year of the Superintendent's employment by the District, or more often in its discretion, to an evaluation in executive session of his performance and working relationship with the Board. The evaluation shall be based upon the criteria contained in the District's "SuperEval" program. The Board shall also use as evaluation criteria the progress related to annual goals developed by the Board and the Superintendent each year, together. The Superintendent and the Board shall be provided with a copy of the completed evaluation contemporaneously. The Board will also conduct an informal "verbal" midyear progress review, devoting at least a portion of one meeting in or about November 15th of each year of the Superintendent's employment hereunder to a discussion in executive session concerning his performance, working relationship with the Board, and progress with respect to their shared annual goals. This review shall not be reduced to a writing.
- b. Informal Meetings: The Board may in its discretion meet with the

Superintendent at least once quarterly to informally evaluate performance and working relationship with the Board. The Board shall endeavor to provide the Superintendent at least two (2) weeks' notice of each quarterly meeting. Notwithstanding the foregoing, this section does not in any way preclude the Board from calling for meetings with the Superintendent on shorter notice to address urgent matters, where the Board believes exigent circumstances require it.

- c. Referral of Complaints: The Board shall promptly and discreetly communicate complaints, concerns or suggestions, which in its collective judgment is deserving of referral regarding the administration of the District or the Superintendent's performance, to the Superintendent, either verbally or in writing.

5. **Certification.**

As a condition of employment and this Agreement, the 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 the duties of Superintendent.

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

Pursuant to Education Law 211-b and other law or regulation as may be applicable, the Superintendent shall be required to cooperate fully with any distinguished educator, state monitor, or other lawful representative of the New York State Education Department.

7. **Compensation.**

a. The District agrees to pay Dr. Eric Rosser at the rate of Two Hundred Eighty Thousand Dollars (\$280,000) per twelve (12) month period while he is serving as the 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, the Superintendent 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.

b. The Superintendent's salary beginning July 1, 2026 shall be increased by 2.5% and July 1, 2027 shall be increased by 3%. The Superintendent's base salary for each subsequent twelve (12) month period of employment shall be determined by the Board no later than the 30th day of June, in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received during the preceding twelve (12) month period.

c. Before any increase in the Superintendent's base salary above the minimum increases pursuant to subparagraph (b) of this paragraph shall become binding, such increase must be expressed in the form of a written amendment to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, or agreed to extend the then existing termination date of this Agreement, unless such is expressly stated in a writing signed by both parties hereto.

8. **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 eighty percent (80%) of the cost of the premium of the District's health insurance program (until the Superintendent and/or his spouse become eligible for Medicare and thereafter 80% of the Medicare supplemental plan for the Superintendent and/or his 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) eighty percent (80%) 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 he 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, on an individual or family basis depending on his marital and familial status, (including dental) at the time of retirement (which means formal retirement with proof thereof through the NYS Retirement System). 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 first 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 his 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 family coverage (depending on status at the time of retirement), as the case may be, under its health insurance and dental plans, for which the District will pay eighty percent (80%) of the premium cost until such time as the Superintendent and/or his spouse become eligible for Medicare. After the Superintendent and/or his spouse become eligible for Medicare, the District will pay eighty (80%) of the premiums for the Medicare supplemental plan available to it for the Superintendent and/or his 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 his 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 he 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 Ten Thousand (\$10,000) (paid as follow \$5,000 on

or before September 1 and \$5,000 paid on or before March 1 each year) annually to be applied to one or more tax sheltered annuities offered by the District as he 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. Although vacation days are made available on July 1, these days are earned on a pay period basis, over the course of a full fiscal year. If the Superintendent works less than a full year, vacation days will be prorated based on the number of days worked. Up to thirty (30) days unused vacation may be carried over to the following school year, so that the Superintendent may only have a maximum of fifty (50) vacation days at any given time. Any additional unused vacation days shall be lost. The Superintendent shall provide the President of the Board and the Board designee with advance notice of his use of vacation leave, and vacation shall be scheduled so as not to interfere with the operation of the District. The Superintendent shall endeavor to not take vacation during times that school is in session, and shall not without the prior approval of the Board President, take vacation at particular times including but not limited to: the first two weeks of the school year, and the immediately preceding week; the two weeks preceding the presentation of the budget to the Board; during scheduled graduation ceremonies in June; at such other times that the Board requires the Superintendent's presence in the district in order to have proper operation of the District. The Superintendent will not use more than ten (10) consecutive vacation days during any period that school is in session, nor shall the Superintendent work remotely for more than five (5) consecutive school days, without prior approval of the Board President. In each year of the contract, the Superintendent may elect to receive 1/240th of his 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 his employment with the District terminates, he (or his estate if the reason for the termination of employment is the Superintendent's death) shall be paid at the rate of 1/240th of his 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
- Juneteenth
- 3 Floating Holidays

The Superintendent shall also be entitled to any additional holiday that is added to the District calendar for all staff. 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 twenty (20) paid sick leave days upon the effective date of this Agreement, and then beginning with the 2026-2027 school year, the Superintendent will be annually credited with sick leave days accruing in accordance with the annual leave practices of the District for members of the Superintendent Employee Group.

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. However, in no event shall the Superintendent be compensated for unused sick leave at the time his/her employment ends with the District.

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.

9. **Annual Medical Examination.**

In addition to any examination which may be required under Education Law § 913, the Superintendent agrees to have a comprehensive medical examination by a duly licensed physician performed once during each twelve (12) month period of his employment and to file a statement from the examining physician certifying to his physical competency with the Clerk of the Board. Such statement shall be treated as confidential information by the Board and the cost of such annual medical examination shall be paid by the District to the extent same is not covered by the health insurance plan provided for in the Superintendent's benefits.

10. **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 his position for a period in excess of his 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 his duties and responsibilities or terminates his 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 the Termination provisions below. If there is a question regarding whether the Superintendent is disabled, he 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 his 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.

11. **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 his duties, subject to approval by the Board officers.

12. **Expense Reimbursement.**

The District will pay or reimburse the 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 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 Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures. The Superintendent shall be provided District issued technology, including a cell phone and laptop for business use.

13. **Technology.**

The District shall provide the Superintendent with a laptop computer, and a cellular telephone and/or a multifunction handheld device in accordance with applicable District policies and procedures or reimburse the Superintendent for use of his own cellular device, if he chooses this option.

14. **Community Presence.**

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

15. **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 twelve months after the effective date of this Agreement, upon which the Superintendent shall receive reimbursement for actual relocation expenses up to a maximum of Ten Thousand Dollars (\$10,000) for all expenses including but not limited to broker fees, moving expenses, and other fees associated with the Superintendent's relocation from his current residence to a residence in the District.

16. Indemnification.

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 (excluding willful misconduct) resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is within the scope of his employment or at the direction of the Board ("Claim"), provided that the 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 Superintendent.

17. Other Work.

The Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, without remuneration, conditioned upon discussion and/or approval as necessary from the Board, and 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 addition, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, with remuneration, (i.e., for such work as writing and book sale activities), provided that he uses his vacation or personal time.

18. Termination.

1. Termination. The employment relationship between the Superintendent and the Board may be terminated for any of the following reasons:

- a. Disability of the Superintendent;

- b. Written resignation of the Superintendent;
- c. Termination upon mutually acceptable agreement;
- d. No Fault Termination by the Board;
- e. Discharge for Cause

2. Any termination of the parties' employment relationship hereunder shall be governed by the following:

- a. Disability of the Superintendent. If, by reason of disability due to illness or other incapacitation, and consistent with paragraph 10 hereof, the Board may elect to terminate this Agreement, at which time all obligations of the Board to the Superintendent shall cease.
- b. Written Resignation of Superintendent. The Superintendent may, at his option, resign from his employment by the District upon giving written notice of such resignation to the President of the Board at least ninety (90) days in advance of the effective date of such resignation.
- c. Termination by Agreement between Superintendent and Board. Either party may propose to terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the execution of a written termination agreement, the terms and conditions thereof shall supersede any and all terms of this Agreement, which shall become null and void upon the termination date specified in said termination agreement.
- d. No Fault Termination. The Superintendent's employment under this Agreement may be terminated by the Board upon compliance with the following procedures: 1) The Board will provide the Superintendent with written notice of its tentative decision to terminate the Superintendent's employment under this Agreement and shall specify in said notice the date of an executive session for a meeting between the Board and Superintendent to discuss the matter. 2) If after said executive session meeting the Board determines to proceed to terminate the Superintendent's employment, it shall provide the Superintendent with written notice setting forth the effective date of such termination. 3) In the event of such termination the Board shall pay to the Superintendent, as severance pay, the equivalent of salary and all benefits for the balance of the school year in which the contract was terminated plus one additional year of salary and benefits including health insurance in retirement if the Superintendent retires (which means formal proof of retirement through the NYS Retirement System); the salary will be pursuant to the rates set forth in this Agreement
- e. Discharge for Cause. The Superintendent may be terminated by the Board for cause. This 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 himself as to negatively reflect upon his position or upon the good name and reputation of the District so as to prevent him from properly performing the duties of his office.

Discharge for Cause Procedures.

- (1) In the event that the Board shall decide to seek the discharge of the Superintendent for cause, it shall do so in accordance with

the following procedures: Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing setting forth, in detail, the allegations. The Superintendent shall submit a written answer to such charges within twenty (20) days. If he denies the charges he shall be entitled to a fair hearing on said charges before an independent hearing officer, to be mutually agreed upon by the parties, who shall be an attorney. The parties shall jointly request that the hearings be conducted expeditiously. In the event that the parties are unable to agree upon a hearing officer within ten (10) days after service of the charges, the Superintendent shall select a hearing officer from a list of three (3) hearing officers provided by the Board. The Superintendent may be suspended, with full pay, from the performance of his duties during the pendency of such hearing and shall be entitled to due process protection at such hearing, including, but not limited to, the right to be represented by counsel (at his own expense); 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 a transcript of the hearing; to receive written findings of fact and conclusions of law from the hearing officer. The hearing shall be a private hearing. 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 hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include a disposition of each charge. If the Superintendent is terminated for cause, the Superintendent shall not be entitled to any further compensation or benefits from the District, or at the District's expense, except as mandated by law.

19. **Notice.**

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

- a. To the 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 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 his 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. 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.

C. 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.

D. 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.

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

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

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the parties' consent to this Agreement is indicated by their signatures below:

FOR THE BOARD:


President: Camille Simmons


STATE OF NEW YORK)

SS.:


COUNTY OF MONROE)

On this 6TH day of MARCH, 2025, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

ADRIAN NEIL
NOTARY PUBLIC, State of New York
Registration No. 02NE6241237
Qualified in Monroe County
My Commission Expires May 9, 2027


Notary Public

THE SUPERINTENDENT:


Dr. Eric Jay Russell

STATE OF NEW YORK)

SS.:

COUNTY OF MONROE)

On this 6TH day of MARCH, 2025, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

ADRIAN NEIL
NOTARY PUBLIC, State of New York
Registration No. 02NE6241237
Qualified in Monroe County
My Commission Expires May 9, 2027


Notary Public

ATTACHMENT 1
SUPERINTENDENT OF
SCHOOLS JOB DESCRIPTION

A. Basic Functions

The Superintendent is the chief executive officer of the Rochester City School District (the "District") and is responsible for the effective operation of the District; for the general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education ("Board") with respect to such activities.

B. Primary Activities

The Superintendent shall possess the following powers and be charged with the following duties:

1. To be the chief executive officer of the District, with the right to speak on all matters before the Board, but not to vote.
2. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

C. Responsibilities

1. Keep the Board informed of the condition of the District's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to the appropriate District employees and receive from all school personnel any communications directed to the Board.
2. Prepare the agenda for Board meetings with the Board's President and/or others as indicated. Prepare and submit recommendations to the Board relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
3. Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sum
4. Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives that support those of the Board.
5. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of District facilities, and see to the

development of long-range plans that are consistent with established Board objectives.

6. See to the development of specific policies, procedures and programs to implement the intent of established Board policies, directives and formal actions.
7. See to the execution of all decisions of the Board.
8. See that sound plans of organization, educational programs and services are developed and maintained for the Board.
9. Maintain through adequate staff and systems accurate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
10. Be directly responsible for all news releases and/or other items of public interest emanating from all District employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with District employees.
11. Provide for the optimum use of the staff of the District. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
12. See that appropriate in-service training is conducted. Summon employees of the District to attend such regular and occasional meetings as are necessary to carry out the educational program of the District.
13. Prior to action by the Board, recommend the appointment, discipline or termination of employment of the administrators of the District.
14. Prior to action by the Board, recommend the appointment, discipline or termination of employment of teaching and non-teaching personnel of the District.
15. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
16. See that effective relations with employee organizations are maintained; assume ultimate responsibility for collective negotiations with employees of the District.
17. See that the development, authorization, and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit it to the Board by March of each year or at such earlier time as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
18. See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
19. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
20. Establish and maintain liaison with community groups that are interested or involved in

the educational programs of the District.

21. Establish and maintain liaison with other school districts, BOCES, the State Education Department, colleges and universities, and the U.S. Department of Education.
22. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend necessary policy in order to provide guidance in the future.

D. Primary Relationships

The Superintendent observes and conducts the following relationships:

a. Board of Education

1. As chief executive officer, be accountable to the Board of Education, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
2. Attend or have a representative attend, all meetings of the Board, except such meetings or parts thereof at which the Superintendent's performance, compensation or Employment Contract is discussed between the Board Members in executive session.
3. Represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
4. Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. Work with the Board to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board.

b. School Chiefs, Building Principals Other Administrators

1. Directly oversee the work of all central office administrative personnel.
2. Hold regular meetings with the Central Office Administrators, Building Principals, Coordinators/Directors and other Administrators (herein, "Administrative Personnel") to discuss progress and educational problems facing the District.
3. Direct the operations and activities of Administrative Personnel; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
4. Approve the vacation schedules for Administrative Personnel; and be personally responsible for all evaluations of Administrative Personnel.

c. Others

1. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants, contractors, and distinguished educators appointed by the Commissioner of Education.
2. Hold such meetings with teachers and other employees as are necessary for the discussion of matters concerning the improvement and welfare of the schools.
3. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which significant matters pertaining to the public schools appear on the agenda or are expected to be raised.
4. Consistent with and pursuant to applicable law the Superintendent shall cooperate fully with any distinguished educators or state monitor appointed by the Commissioner of Education. of the District.
5. Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
6. 6. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.
7. 7. Perform all other duties assigned by the Board consistent with the office of Superintendent.