

EMPLOYMENT CONTRACT
OF THE
SUPERINTENDENT OF SCHOOLS
EAST ROCHESTER UNION FREE SCHOOL DISTRICT
("Contract")

The parties to this Contract are the BOARD OF EDUCATION OF THE EAST ROCHESTER UNION FREE SCHOOL DISTRICT, 222 Woodbine Ave., East Rochester, NY 14445 (hereinafter referred to as the "Board") and DR. MARK LINTON residing at 1 Elm Street, Geneseo, NY 14454 (hereinafter sometimes referred to as the "Superintendent").

The Board appointed Dr. Mark Linton as Superintendent of Schools of the East Rochester Union Free School District (hereinafter the "District"), effective July 1, 2015. Pursuant to Section 1711 of the Education Law, the parties enter into this Contract to establish the terms of employment of the Superintendent by the Board, effective July 1, 2015, replacing any prior contracts.

IN CONSIDERATION THEREOF, of the covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. EMPLOYMENT.

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this Contract.

2. DUTIES AND POWERS.

(2.1) The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law Section 1711 and other laws, rules and regulations of the State of New York and by the Board in its By-Laws, Policies, Regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this Contract without prior approval of the Board, and any such activities shall not interfere with the performance of the Superintendent's duties hereunder. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in his judgment best serves the District, subject to Board approval at its discretion; that he shall, with the assistance of his staff, administer the instructional and business affairs of the District; and that he shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to Board approval at its discretion. The Superintendent shall attend meetings of the Board and may speak on any issue, unless excused for the following reasons: the Board may, in its discretion, excuse the Superintendent from executive sessions concerning or related to review of or other discussions regarding his conduct, performance or compensation, and may excuse him from executive sessions of the audit committee, if auditing items related to the Superintendent's duties and/or performance.

(2.2) The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to the Education Law and/or regulation.

3. TERM AND EXTENSION.

The term of this Contract is from July 1, 2015 through June 30, 2018, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement. Any such extension of the term hereof and of the Superintendent's employment shall be made by resolution of the Board and in the form of an amendment to this Contract and shall be upon the same terms and conditions as set forth herein unless otherwise agreed in writing by the parties.

4. SALARY.

For the school year commencing on July 1, 2015, the annual salary of the Superintendent shall be one hundred fifty two thousand five hundred dollars (\$152,500). Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2015-2016 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

5. ALLOWANCES AND BENEFITS.

(5.1) Vacation/holidays. The Superintendent shall receive twenty-four (24) work days paid vacation annually. The Superintendent shall provide the Board reasonable advance notice of intended vacation dates. Days received in a particular school year are to be used in that year, except as follows: (1) The Superintendent may carry over up to five (5) days of unused vacation from the year in which it was received to the subsequent year, provided that the Superintendent has given written notice of such carry over to the Board before June 30 of the year in which such vacation was received. Such carryovers may accumulate to a maximum of forty (40) days; and (2) In the event that the Superintendent leaves the employ of the District for any reason, he is entitled to receive an amount equal to the total number of accrued, unused vacation days, up to the maximum of forty (40) days, times his current per diem rate of pay (1/240th).

The Superintendent shall receive all legal holidays listed on the official school calendar, including those in accord with the 4th of July holiday and Labor Day.

(5.2) Sick Leave. The Superintendent will be credited with 30 sick leave days for personal illness as of July 1, 2015. Sick leave days for personal illness for the 2016/17 school year and thereafter will be credited at the rate of 12 days per year. Sick leave days may be accumulated up to a maximum of 240 days. Sick leave days will not be paid out upon the Superintendent's separation from employment with the District.

(5.3) Illness in Family. Upon notice to the President of the Board, time off not to exceed five (5) days per year may be taken with pay in case of illness in the Superintendent's immediate family, or for unusual circumstances brought about by such illness. These days are not cumulative, will not be paid upon separation from employment, and are separate from all

other allowances. Immediate family is defined to mean spouse, child, father, mother, sister, brother, and same relatives-in-law, or persons whose relationship is such that they could be construed to be members of the immediate family.

(5.4) Death in Family. Upon notice to the President of the Board, five (5) days absence with pay may be allowed in the event of death in the Superintendent's immediate family. These days are not cumulative, will not be paid upon separation from employment, and are separate from all other allowances.

(5.5) Days for Emergency or Urgent Business. Up to four (4) days with pay per year shall be available to the Superintendent if he is required to attend to emergencies or other urgent business which cannot be transacted outside of work hours and which is not covered elsewhere in this Contract. The Superintendent must provide the President of the Board reasonable advance notice of the need for such day(s), in writing, at least 48 hours in advance, whenever possible. These days are not cumulative, will not be paid upon separation from employment, and are separate from all other allowances.

(5.6) Attendance at Litigation. When in attendance at hearings or trials as a plaintiff, defendant or witness, on personal matters unrelated to District business, the Superintendent may use available days under the Emergencies or Urgent Business provision. The Superintendent will be paid for attendance at litigation related to District business.

(5.7) Jury Duty. The Superintendent shall receive his full salary during any period of jury duty, less any per diem received as a result of such duty. The Superintendent will make every reasonable effort to postpone such duty to a mutually convenient time and to avoid lengthy jury duty.

(5.8) Health/Dental Insurance. The District shall pay 85% (and the Superintendent shall pay 15%) of the cost of the premiums for the Superintendent's individual or family health coverage under the Excellus Blue Point 2 Value Plan offered by the District, as well as the Blue Cross Smile Saver Dental plan or other similar plans if these plans cease to be offered.

The District reserves the right to change insurance carriers or become self-insured, except that the District agrees to provide to the Superintendent health and dental insurance benefits equal to the coverage contained in the current Blue Cross/Blue shield health and dental insurance plans.

If the Superintendent annually certifies that he has health insurance through another source and, accordingly, waives participation in the District's group health insurance for himself, his spouse, and his dependents (dental coverage not included), he shall receive an annual opt-out payment of five thousand dollars (\$5000), in accordance with applicable laws, rules and regulations.

(5.9) Health Insurance In Retirement. The District shall provide the Excellus Blue Point 2 Value Plan (or other comparable plan should that plan no longer be available) for the Superintendent, his spouse and dependent children during his retirement, if the Superintendent retires from the District into the New York State Teachers Retirement System with a minimum of 5 years of District service preceding the retirement date, unless he accepts other employment

for which he is provided comparable insurance coverage. The Board will pay the premium cost as paid for then current administrative employees. Should the Superintendent desire coverage under a higher cost plan, the Superintendent would be responsible for payment of the difference in cost between the higher cost plan and the Board's foregoing premium payment. The Superintendent's coverage will be changed to the 65 plus (or other equivalent) plan when he/she is eligible for such plan in conjunction with the availability of Medicare benefits. If after retirement from the District the Superintendent predeceases his spouse at the time of retirement, the spouse shall be eligible to continue coverage, which shall also apply to dependent children only. If the spouse elects to change to a single coverage, her cost shall be equal to the employee contribution rate for such coverage on the date of the Superintendent's death.

(5.10) 403(b) Account. The District will make the following non-elective contributions into a 403(b) account designated by the District, in accordance with IRS regulations:

| | |
|---------|---------|
| 2015/16 | \$4,000 |
| 2016/17 | \$4,000 |
| 2017/18 | \$4,000 |

(5.11) Transportation, Travel and other Business Expense. For each year of this Contract, the Superintendent's mileage expenses will be reimbursed at the IRS rate as it may change from time to time for his necessary business travel on behalf of the District outside of the District and within Monroe County. The Superintendent's other approved business-related travel expenses outside of Monroe County shall be reimbursed at the IRS rate.

(5.12) Proof of Illness. The Board may require the statement of a qualified physician or other health professional, chosen by it, as a condition of granting health-related leave of 5 consecutive days or more.

(5.13) Termination of Employment. Except as otherwise specified, there shall be no payment in lieu of unused leaves or absence days upon termination of employment.

(5.14) Salary Deductions. When salary deductions are necessary and lawful, they shall be made at the rate of 1/240th of Annual Salary for each day deducted.

(5.15) Residence. The Board will reimburse the Superintendent for one time moving expenses of up to five thousand dollars (\$5,000) upon submission of appropriate supporting documentation, substantiating actual relocation costs, provided that the Superintendent establishes legal residence within the District no later than December 31, 2017.

6. CONFERENCES AND MEMBERSHIPS.

The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or which will bring recognition to the District. The Board will pay fees on behalf of the Superintendent for professional memberships in NYSCOSS, NYSSA and the Monroe County Council of School Superintendents, and will pay reasonable expenses for attendance by the Superintendent at appropriate professional conferences and activities at the local, state and national levels. The Superintendent shall provide reasonable notice to the Board of the dates of all conferences he expects to attend and shall report orally to the Board on conferences he has attended.

7. MEDICAL EXAMINATIONS.

The Superintendent agrees to have a comprehensive medical examination performed not less than once every year, at the expense of the District (to the extent not covered by any applicable health insurance). The Superintendent shall provide a statement from the physician certifying the Superintendent's fitness to perform the duties of Superintendent of Schools, which statement shall be maintained in the Superintendent's confidential medical folder, and shall be available for examination the Board. The Board may require further medical information or examinations in accordance with law, by physician(s) of the Board's choice, at District expense to the extent not covered by applicable health insurance. The medical statement and other medical information shall be treated as confidential by the Board, unless disclosure is required in an appropriate proceeding or by law.

8. COMMUNICATION AND ANNUAL REVIEW.

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, particularly with regard to complaints or other concerns that may arise. The Board recognizes the importance of using the evaluation process to communicate concerns related to the Superintendent's performance.

The parties shall meet annually in executive session at a mutually agreeable time to evaluate the performance of the Superintendent, to negotiate salary for the next school year and to discuss extension, amendment or renewal of this Contract. The Board shall provide the Superintendent a written evaluation annually in accordance with Commissioner's Regulations and District policy, as it/they may be changed from time to time. Prior to June 30th of each school year of this Contract, the Board will with meet with the Superintendent to discuss the evaluation instrument. The Board shall also meet with the Superintendent in January of each school year of this Contract to informally discuss his performance.

The Board may provide such additional evaluation to the Superintendent as it deems appropriate and negotiations and discussions may also be held at other times as agreed by the parties.

9. PERSONNEL RECORDS/ABSENCE REPORTING.

The Superintendent's personnel records shall be kept by the District's personnel office in accordance with District policy and practice relating to other professional employees. Without limitation, the Superintendent's personnel record shall include transcripts, certifications, attendance records and other records normally maintained. The Superintendent's payroll records shall be maintained by the payroll office in accordance with District policy and practice.

The Superintendent shall report all of his absences in accordance with the policy and practice of the District, and shall ensure that his absences are presented to the Audit Committee annually on or before June 1.

10. TERMINATION.

The Board reserves the right to terminate this Contract during the term set forth in paragraph 3 above, for any one of the following reasons by giving thirty (30) days prior written notice to the Superintendent.

(10.1) If the Superintendent shall become mentally or physically incapacitated for a period of six (6) consecutive months to such an extent as to prevent him from fully and properly performing all of the duties of his office.

(10.2) If the parties mutually agree to terminate the Contract.

(10.3) For cause which shall include, but not be limited to, neglect of duty, breach of contract, insubordination, misconduct, or if the Superintendent shall conduct himself so as to negatively reflect upon his position or upon the good name and reputation of the District, or so as to prevent him from properly performing the duties of his office.

In the event this Contract is terminated for cause, the Superintendent shall be entitled to request a due process hearing upon written charges before an independent hearing officer selected by mutual agreement between the Board and Superintendent. In the event that a hearing is requested and no agreement is reached within fifteen (15) days after the Superintendent's receipt thereafter of written charges, a request shall be made to the American Arbitration Association (AAA) by either party for a list of twenty (20) arbitrators, and selection of an arbitrator shall then be made pursuant to the procedures of the Voluntary Labor Arbitration Rules of the AAA in accordance with its procedures. If no arbitrator is mutually selected from the first list, another list of twenty (20) arbitrators shall be requested and the process repeated. If no arbitrator is mutually selected from the second list, the arbitrator shall be appointed by the AAA. All fees and expenses of the AAA and the arbitrator shall be borne by the District.

The hearing shall be held upon at least 10 days prior written notice and the Superintendent may be represented by counsel. The hearing shall be conducted in private unless both parties agree to a public hearing. The Superintendent shall be entitled to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; and to receive without cost an accurate written transcript of the proceedings. The arbitrator will issue written recommended findings of fact and conclusions of law (with respect to the issue of whether or not cause to terminate existed) to the Board and Superintendent within thirty (30) days of the close of the hearing. Within ten (10) days of receipt of those findings and conclusions, the Board shall inform the Superintendent in writing of the Board's decision. The Board's decision shall be final, except as such decision may be reviewable under Article 78 of the Civil Practice Law and Rules.

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

(10.5) If the Superintendent's loses or fails to maintain certification, he shall be

immediately terminated without payment of salary from the date the Superintendent is no longer certified.

This Contract shall be terminated immediately upon the Superintendent's death.

11. NOTICE.

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

(11.1) To the Superintendent. Personally or by certified mail, return receipt requested, addressed to his residence on file with the District;

(11.2) To the Board. To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to her/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.

(11.3) When Effective. Notice given by mail shall be deemed given three days after mailing (not counting the day mailed) regardless of date of actual receipt. Notices 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.

12. SEVERABILITY.

Every provision of this Contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to him or by a court of competent jurisdiction or administrative agency or officer, 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.

13. MISCELLANEOUS.

(13.1) 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.

(13.2) 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.

(13.3) Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of New York, Monroe County, New York, is designated as the venue of any action or proceeding involving this Contract or the Superintendent's employment.

(13.4) Effective Date. This Contract shall be effective as of July 1, 2015 (the "Effective Date").

(13.5) Counterparts. This Contract may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

14. COMPLETE AGREEMENT.

This Contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties. Upon the Effective Date, this Contract supersedes any prior contracts or other prior agreements or understandings, written or oral, related to the employment of the Superintendent by the Board.

DATED: May 7, 2015

SIGNATURES:

BOARD OF EDUCATION OF THE EAST ROCHESTER
UNION FREE SCHOOL DISTRICT

By: Colette Morabito
Colette Morabito
President

Mark D. Linton
Mark D. Linton, Ed.D
Superintendent of Schools

CERTIFICATION OF CLERK:

The Clerk of the District hereby certifies that the above Contract was authorized by resolution of the Board of Education on May 12, 2015.

Kristen Adler
District Clerk