

**EAST ROCHESTER UNION FREE SCHOOL DISTRICT**  
**EMPLOYMENT AGREEMENT**  
**SUPERINTENDENT OF SCHOOLS**

This Employment Agreement ("Agreement") is made and entered into on the date executed by the parties, by and between the Board of Education of the East Rochester Union Free School District, (the "Board"), and James Haugh (the "Superintendent").

**WHEREAS**, the Board has offered, and the Superintendent has accepted, employment as the Chief Executive and Administrative Officer of the East Rochester Union Free School District (the "District") upon the terms and conditions provided in this Agreement; and

**WHEREAS**, the parties' mutual objective is to provide high quality and cost-effective educational programs for the District's students; and

**NOW, THEREFORE**, in consideration of the mutual covenants provided in this Agreement, and other good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

1. **Employment.** The Board offers James Haugh the position of Superintendent of Schools for the East Rochester Union Free School District, upon the terms and conditions set forth in this Agreement. James Haugh accepts employment as Superintendent of Schools for the East Rochester Union Free School District, upon the terms and conditions set forth in this Agreement, and agrees to devote his full time skill and labor to perform the duties of this position to the best of his ability.

2. **Duration of Employment.** This Agreement shall commence on July 1, 2023 and terminate on June 30, 2026, unless sooner terminated (in accordance with the terms set forth in Paragraph 14), modified or extended.

3. **Duties and Responsibilities.**

A. The Superintendent shall act under the direction and control of the Board.

B. The Superintendent shall be the Chief Administrative Officer of the District, shall have the power and obligation to perform all those duties, and accepts all responsibilities as are (i) set forth in Section 1711 of the Education Law of the State of New York and any successor statutes, and/or (ii) specified in rules or regulations adopted by the Commissioner of Education of the State of New York and/or the New York State Board of Regents. The Superintendent shall supervise and direct all District employees.

C. The Board may, from time to time, prescribe additional duties and responsibilities not inconsistent with those responsibilities imposed by law upon the Superintendent. Without limiting the foregoing,

the Superintendent shall have the authority to organize and reorganize the administrative and supervisory staff, and to select personnel, subject to approval by the Board.

D. Except as otherwise directed by the Board, the Superintendent is required to attend all meetings of the Board and its committees, except executive or exempt sessions of the Board relating to his performance.

E. The Superintendent will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of the Education Law.

4. **Certification.** The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York at all times.

5. **Performance Evaluation.** The Board shall, in consultation with the Superintendent, establish annual goals and objectives for the Superintendent for each school year, which shall be reduced to writing and shall be among the criteria upon which the Superintendent is to be evaluated. The Superintendent shall be provided with a written evaluation each June, which evaluation shall be based upon the performance criteria established by the Board, utilizing a mutually agreed-upon evaluation tool, and the annual goals and objectives for the Superintendent for the preceding school year. The Superintendent shall have the right to discuss his evaluation with the Board in executive session, and may submit a written response or comments regarding the annual evaluation which shall become part of the Superintendent's personnel file.

6. **Annual Medical Examination.** The Superintendent shall undergo a comprehensive medical examination, at District expense if not covered by health insurance, performed once during each twelve (12) month period of his employment. The Superintendent shall file a statement or opinion from the examining physician certifying his physiological and psychological competency to perform his duties with the District Clerk. Such statement will be treated as confidential information by the Board, unless it becomes relevant in any proceeding related to the Superintendent's performance, conduct or employment.

7. **Domicile and Residency.** During the term of his employment, Superintendent is not required to maintain his domicile and residency within the boundaries of the District, but is encouraged to do so if feasible. In the event that the Superintendent establishes and maintains domicile and residency for at least one (1) year during the term of this agreement, he shall be entitled to a one-time salary payment of five thousand dollars (\$5,000), minus applicable deductions, which shall not be added to base salary.

8. **Outside Employment.** During the term of his employment, the Superintendent shall not engage in outside employment of any kind, without prior written authorization of the Board.

9. **Board Referral.** The Board, and each of its members, shall promptly refer to the Superintendent, for his study and recommendation, all criticisms, complaints and suggestions regarding the administration of the District or the Superintendent's performance of his duties.

10. **Compensation.** The Superintendent received a 3.0% increase to annualized base salary for 2023-24. The Superintendent shall receive a 2.9% increase to annualized base salary for 2024-25. Any modification to the Superintendent's annualized base salary for 2025-26 shall be in the sole discretion of the Board, after consideration of the Superintendent's performance, but in no event shall be less than the prior year's annual base salary. These amounts shall be paid as salary in equal installments during the Superintendent's employment, in accordance with the procedures of the District governing salary payments to other professional staff members.

11. **Benefits.** The Superintendent shall be entitled to the following benefits:

A. **Health and Dental Insurance.**

i. **During Active Employment.** 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 Excellus Smile Saver Dental plan or other similar plans if these plans cease to be offered. If the Superintendent leaves employment prior to the end of the fiscal year, the employee premium contribution shall be reconciled to the date of termination and the balanced owed (if any) shall be paid to the District.

The District reserves the right to change insurance carriers or become self-insured, except that in the event of such change, the District agrees to provide to the Superintendent health and dental insurance benefits comparable to the coverage set forth above.

If the Superintendent dies in service, the surviving spouse and/or dependent children may continue the health and/or dental insurance under the terms in force at the time of the Superintendent's death, until remarriage or becoming otherwise insured.

If the Superintendent annually certifies that he has group 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. The opt-out payment shall be deposited

within 30 days after verification of other group health insurance into a 403b tax sheltered annuity in addition to the amount set forth in Paragraph 11(G), below. If the Superintendent leaves employment prior to the end of the fiscal year, the opt-out payment shall be pro-rated, and the unearned portion shall be returned to the District.

ii. **During Retirement.** The District shall provide the Superintendent with health insurance in retirement by continuing to provide to him with the plan that he is participating in at the time of his retirement or a comparable plan as determined by the District (for himself, a spouse, and his dependent children, if applicable) at the contribution rate then in effect at his retirement, provided the Superintendent retires from the District into the New York State Teachers Retirement System without penalty immediately preceding the date of retirement into the New York State Teachers Retirement System and unless he accepts other employment for which he is eligible for insurance coverage. The District's contribution toward such premium costs will increase to 100% provided the Superintendent retires from the District into the New York State Teachers Retirement System and has a minimum of ten (10) years of District service immediately preceding the date of retirement into the New York State Teachers Retirement System, and unless he accepts other employment for which he is eligible for insurance coverage. If the Superintendent moves outside of the coverage area of District plans, he will be provided with an annual lump sum payment reflecting the dollar amount of the insurance plan he would have been provided by the District that year. Upon becoming Medicare eligible, the Superintendent will alternatively be provided with a Medicare supplement product and reimbursement for Medicare Part A premiums. If applicable, his spouse will also alternatively be provided with a Medicare supplement product and reimbursement for Medicare Part A premiums, when eligible. If after retirement from the District the Superintendent predeceases his spouse at the time of retirement, the spouse shall be eligible to continue coverage. 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.

B. **Paid Time Off.** The Superintendent shall have twenty-five (25) paid days off (PTO) per contract year, non-accumulative, which shall be credited in advance each year, at least fifteen (15) of

which shall be utilized when school is not in session. Upon the approval of the Board, the Superintendent (i) may choose to receive payment for up to five (5) unused PTO days per contract year, at a rate of 1/240 of the Superintendent's annualized base salary (with such election being made in June of each year in writing to the Board President), and (ii) may carry over PTO days forward to the next contract year (provided that the maximum accrual shall not exceed forty (40) days). The Board President shall be provided reasonable advance notice of planned PTO days. Upon separation from employment, the Superintendent will be paid for up to forty (40) accrued and unused PTO days at the rate of 1/240 of the Superintendent's annualized base salary.

**C. Holidays.** The Superintendent will be provided with legal holidays, as designated by the Board for members of the professional staff, without reduction in salary.

**D. Bereavement Days.** Upon notice to the Board President, 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.

**E. Sick Leave Days.** The Superintendent was credited with sixty (60) sick leave days for personal illness as of August 1, 2020. Sick leave days for personal illness will be credited at the rate of twelve (12) days per fiscal 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. Unused sick leave days may be carried over from contract year to contract year, provided that the maximum accumulation of sick leave days shall not exceed two hundred forty (240) days. The Superintendent shall receive no pay or other compensation for unused sick leave at any time during or upon separation from employment. The Superintendent shall report all instances of sick leave to the Board President and the School Business Administrator.

**F. Family Illness Leave.** The Superintendent will be allowed family illness leave for illness or injury of a spouse, child, parent, stepchild, in-laws (son-in-law, daughter-in-law, parent-in-law (including step parents)), siblings (including step siblings and sister and brother in-laws), grandparents and grandchildren, and shall be limited to five (5) days per contract year, unless otherwise approved by the Board President at the District's discretion upon the Superintendent's request for exceptional reasons. Unused family illness leave may not be carried forward to the next contract year. The Superintendent shall receive no pay or other compensation as a result of unused family illness leave at any time during or upon

separation from employment. The Superintendent shall report all instances of family illness leave to the Board President and the School Business Administrator.

**G. Tax Sheltered Annuity.** The District shall make available a 403b tax sheltered annuity, with a provider of the Superintendent's choice which shall be provided at District expense in a distribution of five thousand dollars (\$5,000) to such account each fiscal year. The Superintendent may also make voluntary contributions to said account, up to the maximum amount allowable under law. This amount shall be prorated should the Superintendent leave employment mid-year with any outstanding amounts to be promptly reimbursed to the District.

**H. 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.

**I. Personal Leave.** The Superintendent shall be credited with three (3) personal business leave days per fiscal year. Unused personal leave days may be carried forward into the subsequent school year as sick days. The Superintendent shall receive no pay or other compensation for unused personal days during or upon separation of employment.

**12. Expenses.**

**A. Professional Dues.** The District shall pay the Superintendent's dues for membership in the New York State Council of School Superintendents, the American Association of School Administrators and the Monroe County Council of School Superintendents.

**B. Conferences.** The Superintendent may attend the annual New York State School Boards Association conference and New York State Council of School Superintendents conferences at the District's expense. The Superintendent shall be entitled to reimbursement for reasonable out of pocket conference costs and other reasonable and necessary expenses relating to attendance at these conferences upon submission of properly completed District reimbursement forms. The Superintendent shall also be entitled to attend the NYS Council of School Superintendents New Superintendent Institute. If the Superintendent desires to attend other professional development conferences and events, prior approval of the Board shall be required.

**C. Mileage.** The District shall reimburse the Superintendent, at the IRS rate, for mileage relating to travel on school business, but not for travel between home and work.

D. **Information Technology.** The Superintendent will be given use of a District-owned laptop computer for use in connection with his duties and responsibilities. The Superintendent shall also be provided with a \$50/month stipend for use of personal electronic devices used to conduct school business..

**13. Indemnification.**

A. Consistent with the provisions of the Education Law and the Public Officers Law, and subject to the Superintendent's compliance with Paragraphs 13(B)-13(D), the Board agrees to provide legal counsel and to save harmless and protect the Superintendent from all uninsured financial loss incurred as a result of any claim, demand, suit or judgment arising out of his alleged negligence or other acts committed while the Superintendent is acting within the scope of his duties or under the direction of the Board, and which resulted in bodily or other injury to any person or damage to the property of any person. The indemnification and defense obligations contained in this provision specifically exclude any claims, including those for attorneys' fees and other expenses, incurred in connection with charges or disputes which might arise between the Superintendent and the District or Board relating to this Agreement or all or any other matter in dispute between the parties.

B. The Board shall have the right and authority to conduct the defense of any indemnified suit or proceeding, including the right, in the Board's discretion, to settle such suit or claim at any time.

C. The Superintendent shall, within ten (10) days of receiving notice of a summons, complaint, process, notice, pleading or claim of any kind, notify the Board and deliver a copy of any document received to the Board.

D. The Superintendent shall cooperate fully with the defense of any indemnified suit or proceeding, as directed by the Board.

**14. Termination.** This Agreement may be terminated, and the Superintendent removed, upon the occurrence of any one of the following events:

A. the disability of the Superintendent, if such disability exists for six (6) months or more or if said disability is permanent, irreparable or of such nature as the Board may determine, in its discretion, after receiving a medical opinion from a doctor, that the condition prevents the Superintendent from effectively performing his duties;

B. the failure of the Superintendent to maintain proper certification;

C. the death, resignation or retirement of the Superintendent, provided that should the Superintendent fail to provide three (3) calendar months' notice of resignation or six (6) calendar months'

notice of retirement, he shall be subject to immediate termination without further obligations under this Agreement on the part of the Board;

D. a mutual agreement for termination between the Board and Superintendent; or

E. for just and sufficient cause relating to the performance or conduct of the Superintendent 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, provided that the Board shall not arbitrarily or capriciously seek the removal of the Superintendent, and that the Superintendent shall have the right to written charges, at least ten (10) days' notice of hearing and a fair hearing before a mutually-selected hearing officer, at which the Superintendent may be represented by legal counsel at his own cost. The Superintendent may be suspended by the Board with pay and benefits for up to one hundred and twenty (120) days pending the Board's determination on the charges. Thereafter, any period of suspension will be unpaid, unless the hearing officer determines that the Board is intentionally delaying the conclusion of the proceeding. The hearing officer will issue written recommended findings of fact and conclusions of law (with respect to the issue of whether or not cause to terminate exists) to the Board and Superintendent within thirty (30) days of the close of the hearing. Within ten (10) days of receipt of those recommended 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. In the event that the hearing officer recommends that the Board should not terminate the Superintendent and the Board terminates the Superintendent in any event, the Superintendent shall be eligible for retiree health insurance as set forth in Paragraph 11(A)(ii), provided he has served the District as Superintendent until the date he is first eligible to retire into the New York State Teachers' Retirement System without penalty.

15. **Renewal.** The Board agrees to notify the Superintendent at least than twelve (12) months prior to the expiration of this Agreement whether it intends to continue the employment relationship by way of an amendment to this Agreement or a superseding agreement. The Board's failure to provide such notice will not alter the expiration date of this Agreement.

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



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

18. **Amendment, Nonwaiver and Severability.** All modifications of this Agreement shall be in writing, approved by the Board, and signed by the Board President and Superintendent. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes and replaces any and all prior agreements and 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 set their hands and seals on the dates hereinafter set forth.

Dated: February 13, 2024

BOARD OF EDUCATION OF THE EAST  
ROCHESTER UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_

**Mr. Patrick Flanagan, Board President**

Dated: February 13, 2024

SUPERINTENDENT OF SCHOOLS

**Mr. James Haugh**

STATE OF NEW YORK)  
COUNTY OF MONROE) SS.:

On the 13<sup>th</sup> day of February in the year 2024 before me, the undersigned, personally appeared **Patrick Flanagan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kristen Adler  
Notary Public: State of NY Monroe Co  
Reg #01AD6357237  
My Commission Expires April 17, 2025

**Kristen Adler**  
Notary Public

STATE OF NEW YORK)  
COUNTY OF MONROE) SS.:

On the 13<sup>th</sup> day of February in the year 2024 before me, the undersigned, personally appeared **James Haugh**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Kristen Adler  
Notary Public: State of NY Monroe Co  
Reg #01AD6357237  
My Commission Expires April 17, 2025

**Kristen Adler**  
Notary Public

**CERTIFICATION OF CLERK**

The Clerk of the District hereby certifies that the above Agreement was authorized by resolution of the Board of Education on February 13, 2024.

  
Kristen Adler, District Clerk

Kristen Adler  
Notary Public: State of NY Monroe Co  
Reg #01AD6357237  
My Commission Expires April 17, 2025