

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made this 18th day of June, 2020, by and between THE BOARD OF EDUCATION OF THE WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT (the “Board”) and Aaron Johnson (the “Superintendent”).

1. Appointment and Acceptance. The Board will employ the Superintendent pursuant to the applicable provisions of the New York State Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting held on June 18, 2020, to act as the Superintendent of Schools of the West Irondequoit Central School District (the “District”) and the Superintendent accepts that appointment under the terms and conditions set forth in this Agreement and agrees to perform, on a full-time basis and to the best of his ability, the duties of such position.

2. Term of Employment.

- a. The term of this Agreement shall be for a period of five (5) years commencing on July 1, 2020 and continuing through June 30, 2025, unless further extended or sooner terminated as hereinafter provided.
- b. Upon completion of the Superintendent’s annual performance evaluation, as set forth below in Paragraph “7”, the Board shall consider and determine whether Superintendent’s term of employment shall be extended.
- c. Any extension of the term of the Superintendent’s employment shall be in the form of a written Amendment to this Agreement, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties; and it shall not be considered that the Board and the Superintendent have entered into

a new Agreement, unless expressly stated in a writing, signed by both parties hereto.

3. Superintendent's Duties and Responsibilities.

- a. The Superintendent shall be the Chief Executive and Administrative Officer of the District and shall perform all the duties of and possess all the authority specified in the annexed Exhibit "A" and now or hereafter granted to a Superintendent of Schools under the provisions of the said Education Law or those of any other statute of the State of New York, or under the provisions of any Rule of the New York State Board of Regents, or under the provisions of the Regulations or decisions of the Commissioner of Education of the State of New York.
- b. Without limiting the foregoing, the Superintendent shall possess, subject to the ultimate approval of the Board, the specific authority, right and responsibility to:
 - (1) Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which best serves the District;
 - (2) Make recommendations to the Board as a prerequisite to either the appointment or termination of employment of both instructional and non-instructional personnel;
 - (3) Supervise and direct all other administrators, supervisors, principals, teachers, and all other persons employed in either the business management or the instructional activities of the District; and

(4) Transfer teachers from one location to another or from one grade of a course of study to another grade in such course.

c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent, consistent with the duties of the office.

4. Referral of Complaints. The Board will promptly refer to the Superintendent in writing any criticism, complaint or suggestion which is reasonably deserving of such referral for his study and recommendation regarding the administration of the District or the Superintendent's performance of his duties.

5. Certification. 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.

6. Compensation.

a. The Superintendent's base salary for the 2020-21 fiscal year shall be at the annual rate of One Hundred Ninety Thousand Nine Hundred Twenty Dollars (\$190,920) paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payment to other District administrative employees.

b. Compensation and Benefits Prorated. Should the employment of the Superintendent terminate on a date other than June 30, all compensation and benefits, direct or indirect, provided under the Contract on an annual basis shall be prorated for that year based upon the number of complete months worked by the Superintendent as compared to twelve (12) months, except for salary, which shall

be prorated on a daily basis. This provision is applicable for all compensation and benefits provided under this Agreement, without regard to whether or not the provision governing each of them specifically addresses the subject of prorating.

- c. The Superintendent's base salary for the subsequent twelve (12) month period of employment beginning on July 1st shall be determined by the Board. It is expected that such a determination will be made upon completion of the Superintendent's annual performance evaluation by the Board, as discussed below in Paragraph "7," and that this determination will be made no later than the 21st day of June, in each year. The Board and the Superintendent agree that there may be extenuating circumstances under which an adjustment to the Superintendent's base salary may occur prior to the Board conducting its annual performance review of the Superintendent in any given year. The Board and the Superintendent agree, 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 by him during the preceding twelve (12) month period, and that no adjustment in the Superintendent's salary will be made prior to July 1, 2020.
- d. Before any increase in the Superintendent's base salary 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.

7. Performance Evaluation. The Board shall devote at least a portion of one meeting during May 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 his working relationship with the Board. The evaluation shall be based upon performance criteria and shall utilize an evaluation instrument mutually agreed upon by the Board and the Superintendent, and it shall be signed by the Superintendent and the President of the Board. The Board will provide the Superintendent with a copy of the evaluation for a reasonable period prior to the executive session scheduled to discuss the evaluation. The Board and individual board members shall keep the evaluation confidential to the extent permitted by law.

8. Other Benefits of Employment. In addition to the annual gross salary specified in Paragraph "6" of this Agreement, the Superintendent shall be entitled to receive the following benefits:

- a. Health Insurance. The District shall make available to the Superintendent:
 - i. The Superintendent will be eligible to receive single or family coverage, as his circumstances warrant, provided through the District's Blue Point Value Plan, or a substantial equivalent plan selected by the District.
 - ii. The District will have the option of providing equal or better coverage than that specified above through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract. The District's sole

responsibilities with respect to the operation of such coverage shall be to: (a) keep the insurance or self-insurance in force; (b) provide necessary data upon reasonable request; and (c) pay the monthly premium for the applicable coverage while the Superintendent is on the District's active payroll.

The District shall be responsible for the payment of eighty percent (80%) of the premium for single or family coverage of the Blue Point Value Plan, or a substantial equivalent plan selected by the District.

- iii. Health Reimbursement Account. The District will contribute Seven Hundred Fifty Dollars (\$750) annually to a 105(h) account for unreimbursed medical expenses. This benefit is only available to the Superintendent if he is enrolled in a non-HRA group health plan that provides minimum value. The Superintendent may meet this requirement by enrolling in a non-HRA group health plan offered by the District or by enrolling in an alternative non-HRA group health plan (such as a plan maintained by the Superintendent's spouse). If the Superintendent opts out of the District's health insurance benefit under Paragraph 8(a)(iii) above, he must provide proof to the District on an annual basis that he is covered by an alternative qualified non-HRA group health plan in order to be eligible for this benefit. The Superintendent is permitted to permanently opt out of and waive future reimbursements from the HRA, at least annually, and also upon the termination of his employment.

iv. Health Insurance Upon Retirement. Provided the Superintendent is: (1) eligible to retire without penalty from employment by the District under the provisions of the New York State Teachers' Retirement System, by reason of disability or otherwise, and (2) has been employed by the District for at least seven years; then the Superintendent will be entitled to the health insurance coverage he had for himself or his family at the time of his retirement through the District's health insurance plan currently in effect (or the District's comparable plan provided to its employees at a later date) and the District will pay, until the Superintendent first becomes eligible to receive Medicare benefits, a portion of the cost of the premiums for the health insurance plan equivalent to that which the District paid at the time of the Superintendent's retirement from the District. After the Superintendent first becomes Medicare eligible, the District will pay for Medicare Supplemental health insurance for the Superintendent and his spouse at a rate equivalent to the rate at which the District paid the Superintendent's monthly health insurance premiums at the time he retired from the District.

b. Vision and Dental Care Coverage. The Superintendent may participate in single or family coverage as his circumstances warrant provided by the Blue Cross/Blue Shield Smile Saver Plan, or a substantially similar plan selected by the District. The District will contribute eighty percent (80%), toward the premium costs for this coverage.

- c. Annuity. The Superintendent will be permitted to enter into an agreement with the District whereby the Superintendent's annual salary may be reduced for the purpose of the purchase of an annuity for the Superintendent in accordance with New York Education Law Section 3109. The District agrees to contribute Six Thousand Dollars (\$6,000) each fiscal year to a tax-sheltered annuity for the Superintendent.
- d. Term Life Insurance. The District will procure and pay the premium applicable to a 20-year term life insurance policy for the Superintendent with a face value of Five Hundred Thousand Dollars (\$500,000). Said policy shall be the property of the Superintendent, who shall have sole authority to designate any beneficiary thereunder. The District's responsibility thereafter will be solely to pay the premium costs for said coverage while the Superintendent is employed by the District pursuant to this Agreement.
- e. Residency. The Superintendent shall maintain a domicile within the District throughout his employment as Superintendent.
- f. Transportation Expense. The Superintendent shall be reimbursed at the then current Internal Revenue Code rate upon submission of documentation for his mileage necessary to perform his official duties during his employment pursuant to this Agreement.
- g. Holidays. The Superintendent shall be entitled to take off from work on the days designated for holidays for 12-month employees by the District's calendar without loss of salary.
- h. Jury Duty. If the Superintendent is summoned to jury duty, he will be granted a paid leave of absence provided that, if the Board so

requests, he cooperates in requesting that he be excused from said duty or that said duty be delayed when, in the Board's judgment, the Superintendent's absence would adversely affect the District's operation.

i. Sick Leave.

- i. On an annual basis, the Superintendent shall earn fifteen (15) sick leave days per year at the rate of 1 day per month of active service. Unused sick leave days may be accumulated by the Superintendent (including the forty (40) days credited to the Superintendent at the commencement of his employment) and carried forward into succeeding years, but may not exceed a total of one hundred seventy-five (175) such days. The Superintendent may use his sick leave days for the purposes and upon the conditions stated in the succeeding subparagraphs.
- ii. The Superintendent may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
- iii. The Superintendent may use his sick leave days when he needs to be absent to care for a member of his immediate family who is ill or injured. As used in this subparagraph iii, "immediate family" is limited to the Superintendent's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the Superintendent's household. The Superintendent may not use more than seven (7) sick leave

days for this purpose in any fiscal year without Board President written approval.

- iv. When the Superintendent is absent from work on days for which he is receiving Workers' Compensation benefits, he may use sick leave days provided that, when he receives the Workers' Compensation award, he shall assign to the District so much thereof as represents lost wages.

- j. Bereavement Leave. The Superintendent may use five (5) days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this subparagraph, "family" is limited to the Superintendent's spouse, child, parent, parent-in-law, brother, sister, grandparent and grandchild, or other person for whom he can demonstrate to the satisfaction of the Board President he has direct responsibilities.

- k. Personal Leave. The Superintendent may use up to five (5) personal leave days in one fiscal year for:
 - (a) personal business which cannot be conducted outside of school hours or on days when school is not in session; or
 - (b) matters of an emergency nature; or
 - (c) religious observance to the extent necessary to make a reasonable accommodation to the Superintendent's religious beliefs.

The Superintendent may take these personal days with full pay and without stating a specific reason beyond general categories noted above. The Superintendent shall give the Board at least one (1) day's notice of the need to use a personal leave day for one of these purposes, but this notice requirement need not be met when the purpose for the leave is an emergency, in which case he shall give the Board as much notice as is reasonable under the circumstances.

1. Vacation Leave. The work year shall consist of twelve (12) months, from July 1 through June 30, during which the Superintendent shall be entitled to receive twenty-five (25) paid vacation days, credited to the Superintendent on July 1st of each year, in addition to the holidays referred to above in subparagraph "g" of this Paragraph "8". The Superintendent shall be entitled to accumulate up to twenty (20) days of unused vacation during the period of his employment by the District (the "accrual cap"). Such accumulated vacation may be carried over and may be used during any subsequent year of his employment. The Superintendent will not use any of his vacation time during any period that school is in session, nor shall he take in excess of ten (10) consecutive days of said time, without prior approval by the Board. In the event the Superintendent has unused, accumulated vacation leave at the end of any given year of his employment hereunder, he may, at his option, be paid at that time for up to five (5) days thereof at the rate of 1/240th of his then current annual salary. In the event the Superintendent has unused, accumulated vacation leave as of his last day of employment with the District, he shall be paid at that time for up to twenty (20) days thereof at the rate of 1/240th of his then current annual salary.

- m. Other leaves. The Board may authorize other leave, with or without pay, for the Superintendent after he has exhausted his vacation, personal, and sick leave days.
- n. Laptop/Cell Phone. The District shall provide the Superintendent with a laptop and cell phone for business and incidental personal use. The laptop and the cell phone shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District.

9. Professional Dues and Memberships. The Board will pay up to Two Thousand Five Hundred Dollars (\$2,500) for the Superintendent's annual membership(s) for professional organizations of the Superintendent's choosing related to the performance of the Superintendent's job duties.

10. Professional Expense Reimbursement. The Superintendent is authorized to incur reasonable and necessary expenses for attendance at professional meetings, conferences and other such matters at the local, state or national levels – so long as they are educationally related and in furtherance of Board goals and/or business. Such expenses will be paid by the District upon the presentation by the Superintendent of an itemized account of such expenditures, and so long as they are within the amount budgeted therefor by the Board.

11. Indemnification. Subject to the requirements of the applicable provisions of the Education Law (e.g. §§ 3023, 3028 and 3811, or any successors thereto) or Public Officers Law § 18, as the case may be, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person, excluding criminal conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

12. 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, subject to the prior written approval of the Board President, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, with or without remuneration, just as long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

13. Disability. If, by reason of sickness or other disability or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required of him hereunder for a period of time extending beyond the Superintendent's leave entitlement (including all accumulated sick and vacation leave), then in that event, the Board in its sole discretion, may extend the Superintendent's leave of absence for an additional sixty (60) days. If such disability continues for more than thirty (30) consecutive days beyond exhaustion of the Superintendent's accumulated leave entitlement and beyond the period of any extension the Board may grant pursuant to this Paragraph "13", or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, as determined by a physician selected by the Board, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

14. Annual Physical. The Superintendent agrees to submit to a comprehensive physical exam by a duly licensed physician each school year during the term of his employment with the District, and to file a statement from the examining physician certifying to his ability to perform the duties of Superintendent with the Clerk of the Board. Such statement shall be treated as confidential information by the Board and the cost of the exam in excess of available insurance coverage shall be paid for by the Board.

15. 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 agreement;
- d. Discharge for cause.

Any such termination 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 13 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 sixty (60) days in advance of the effective date of such resignation. Upon receipt of such notice, the Board and Superintendent may mutually agree to advance the effective date of such resignation up to the date of receipt thereof, and this Agreement shall terminate and become null and void as of the ultimate effective date of such resignation as determined by this paragraph. The Superintendent shall be obligated, in any event, to fully perform his duties up to 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. Discharge for Cause. The Board shall be entitled to discharge the Superintendent for cause. Cause shall constitute conduct which is prejudicial to the District, including, but not limited to, the neglect by the Superintendent of his duties and responsibilities, incompetence, insubordination, inefficiency or the commission of immoral acts.

- e. Discharge for Cause Procedures. In the event that the Board shall decide to discharge the Superintendent for cause, it shall do so in accordance with the following procedures:
 - (1) Charges against the Superintendent will be brought by the Board, and all such charges shall be in writing.

 - (2) The Superintendent shall be entitled to answer such charges and a fair hearing thereon, upon his written request, before a hearing officer designated by the Board, in an Executive Session. The decision of the hearing officer shall be final and binding. The hearing officer shall be familiar with New York Education Law and/or labor or employment law.

 - (3) The Superintendent shall be entitled to have legal counsel present to assist him at such hearing, with the understanding that he will pay any and all expenses of said legal counsel, unless the Superintendent is acquitted by the hearing officer, in which event, the District will pay any reasonable and necessary expense for legal counsel incurred by the Superintendent in defending against the charges.

 - (4) Notwithstanding anything actually or apparently to the contrary provided for in this Agreement, it is agreed by the

parties that in the event that the charges are served upon the Superintendent by the Board seeking his discharge from office, the Board, in its sole discretion, may immediately suspend the Superintendent with pay and benefits up to one hundred (100) days, and thereafter without pay and benefits, with the understanding that if the said charges are subsequently dismissed, or if the Superintendent is ultimately successful in overturning a conviction of such charges, following exhaustion of all appeals available to both parties, the Board shall reimburse the Superintendent for all pay and benefits lost by him during the period of such suspension. Further, upon being suspended pursuant to the terms hereof, the Superintendent agrees that he will not in any manner seek or attempt to occupy the position of the Superintendent of Schools of this District, or to perform the duties thereof. This clause is to be construed as being for the educational and administrative benefit of the District by avoiding the situation of having a person continuing to exercise the authority of the Superintendent of Schools under the jurisdiction of a Board of Education with which he is at odds.

16. Distinguished Educator. Consistent with and pursuant to Education Law Section 211-B (5) (a), the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

17. Written Agreement. This Agreement is the sole agreement between the parties concerning the terms and conditions of the Superintendent's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated,

modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.

18. Severability. This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

19. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties with respect to the matters it addresses. It may not be changed except by a subsequent writing signed by the parties.

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

FOR THE BOARD

THE SUPERINTENDENT

By:



John Vay
Board President

By:



Aaron Johnson, Ed.D.

Exhibit "A"

JOB DESCRIPTION

TITLE: Superintendent
Directly Responsible to the Board of Education

Major Duties and Responsibilities

1. Serves as the Executive Officer of the Board of Education and as the chief administrative officer of the school system, attends all meetings of the Board of Education, including executive sessions, except when own performance or salary are under consideration, or upon reasonable excuse on such occasions when the Superintendent has communicated to the Board in advance of the meeting of his need to be absent and has made arrangements for a designee to attend in his place.
2. Formulates, and recommends to the Board of Education, policies and programs needed in the conduct of the school system. Establishes and enforces administrative regulations for the proper execution of approved Board of Education policies.
3. Administers the development, implementation, and periodic review of an educational program designed to meet the needs of all pupils attending the public schools of the District in accordance with the Education Laws for the State of New York and policies adopted by the Board of Education. Develops and supervises inservice and staff improvement programs for all school personnel.
4. Develops and implements, with the assistance of the District Administrative Team and approval by the Board of Education, a yearly District Plan of Action designed to determine the objectives and goals of the District's educational program.
5. Recommends to the Board of Education, with the assistance of the Assistant Superintendent for Administration and Finance, a yearly District budget and executes the approved budget to meet the financial obligations and educational program needs of the District.
6. Recommends to the Board of Education, with the assistance of the District Administrative Team, the employment, assignment, transfer, evaluation, and termination of employment of all professional and nonprofessional employees needed to staff all positions in the District.
7. Assumes general charge of all buildings and grounds in the District, oversees the maintenance, cafeteria, and transportation programs, evaluates and recommends to the Board of Education, new building, remodeling, and/or program needs. Submits required reports to the District Superintendent, State Education Department, and other authorized agencies.

8. Assumes joint responsibility with the Board of Education and the District Administrative Team for establishing and maintaining public relations between the school system and community and parent groups and the media.
9. Has the power to act in new and/or emergency situations arising within the school operation but the decision may be subject to review by action of the Board of Education at its next regular meeting.
10. Such other duties as the Board may, from time to time, direct.

