

AMENDMENT TO THE SUPERINTENDENT'S EMPLOYMENT AGREEMENT

AGREEMENT made this 27th day of February, 2014, by and between **THE BOARD OF EDUCATION OF THE HORSEHEADS CENTRAL SCHOOL DISTRICT**, Chemung County, New York (hereinafter the "Board"), and **DR. RALPH MARINO, JR.**, residing at 33 Brookwood Hills Drive, Horseheads, New York (hereinafter the "Superintendent").

WITNESSETH THAT:

WHEREAS, the Board and the Superintendent are parties to an employment agreement dated May 30, 2013; and

WHEREAS, the Board has offered to continue employ the Superintendent as the chief executive and administrative officer of the Horseheads Central School District (hereinafter the "District"), upon the terms and conditions set forth herein; and

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

WHEREAS, the Board by resolution dated February 27, 2014 approved this Amendment and authorized the President of the Board to execute this Amendment; and

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

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

1. PROVISION 2. TERM OF EMPLOYMENT shall be replaced with the following language:

The Superintendent's term of employment shall be for five (5) years beginning February 27, 2014 and terminating on February 26, 2019.

2. PROVISION 7. COMPENSATION shall be modified such that the salary schedule for the following years shall be replaced as follows:

July 1, 2015 – June 30, 2016 ----- 1.25% Salary Increase

July 1, 2016 – June 30, 2017 ----- 1.5% Salary Increase

July 1, 2017 – June 30, 2018 ----- 1.75% Salary Increase

July 1, 2018 – February 26, 2019 ----- 2% Salary Increase

3. PROVISION 15. HEALTH BENEFITS – provision 15(a) shall be replaced with the following language:

*(a) **Health Insurance.** The Superintendent shall participate in and be covered by the District's Health Insurance Plan pursuant to the following terms. The Superintendent shall pay 20% and the District shall pay 80% of the premium equivalent for the District's self-funded sponsored family plan or, if the District elects to provide a consortium/insurance company plan, the Superintendent will select the consortium/insurance company plan and the Superintendent will pay 25% of the premium equivalent for the consortium/insurance company sponsored family plan and the District shall pay 75% of the premium.*

4. PROVISION 33 (new). New York State Deferred Compensation 457 Plan - the following language shall be added:

The Superintendent shall be entitled to participate in the New York State Deferred Compensation 457 Plan in accordance with the applicable provisions of the Internal Revenue Service Code. Such funds shall be owned by the Superintendent.

5. All other provisions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this addendum to be executed by its President, duly authorized by vote of the Board of Education, and the Superintendent has hereunto set his hand and seal as of the day and year first above written.

HORSEHEADS CENTRAL SCHOOL DISTRICT

Dated: February _____, 2014

By: _____
Mr. Brian Lynch
President, Board of Education

Dated: February _____, 2014

Dr. Ralph Marino, Jr.
Superintendent of Schools

OATH OF OFFICE

**HORSEHEADS CENTRAL SCHOOL DISTRICT
HORSEHEADS, NEW YORK 14845**

STATE OF NEW YORK
COUNTY OF CHEMUNG

I do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Superintendent of Schools, according to the best of my ability.

Dr. Ralph Marino, Jr.
Superintendent's Signature

33 Brookwood Hills Drive
Horseheads, New York 14845

Subscribed and sworn to before me this ____ day of _____, _____

Clerk of the Board of Education
Horseheads Central School District
Chemung County