

## EMPLOYMENT AGREEMENT AMENDMENT

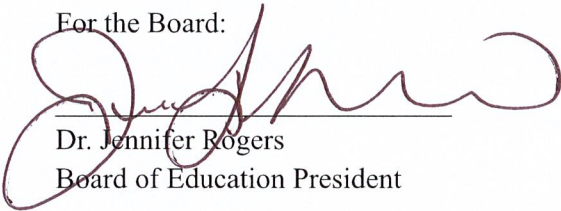
(Superintendent David P. Lilleck)

The Orchard Park Central School District ("District") Board of Education and David P. Lilleck, Superintendent of Schools ("Superintendent"), each for good and valuable consideration, hereby agree as follows:

1. The Board and Superintendent are parties to the Superintendent's Contract of Employment, dated April 27, 2022, with a stated term of July 1, 2022, through and including April 26, 2027. An amendment approved by the Board and Superintendent on May 2, 2023, extended the current term of the contract to April 26, 2028.
2. Section 3 (a) of the Contract is hereby amended to provide the Superintendent's term of employment shall be extended and now be deemed to terminate on April 26, 2029, unless further extended or sooner terminated as otherwise provided in the Contract.
3. Section 9 (l) added to read the following: The Board shall pay the Superintendent a longevity payment in an amount equivalent to one thousand dollars (\$1,000) for each completed year of service to the District. Such payment shall commence on July 1, 2024, and shall continue each July 1 after that. Such longevity payment shall be added to the Superintendent's base salary in each year of this agreement however the salary increase outlined in section 7(a) of this paragraph shall not be applied to such longevity payments. Such longevity payments shall not be compounded from one year to the next.
5. All other terms of the Contract shall remain in effect except to the extent modified by the terms of this Amendment.

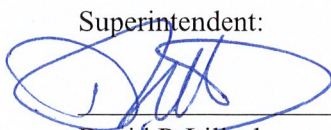
IN WITNESS WHEREOF, the parties have executed this agreement the 11 day of June, 2024.

For the Board:

  
\_\_\_\_\_  
Dr. Jennifer Rogers  
Board of Education President

6/11/24  
Date

Superintendent:

  
\_\_\_\_\_  
David P. Lilleck

6/12/24  
Date

**CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made on the 27<sup>th</sup> day of April, 2022, by and between THE BOARD OF EDUCATION OF THE ORCHARD PARK CENTRAL SCHOOL DISTRICT (hereinafter, the "Board") and David Lilleck, residing at [REDACTED], (hereinafter, the "Superintendent").

WITNESSETH THAT:

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

**WHEREAS**, the Superintendent has accepted said offer of employment upon such terms and conditions; 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 of Employment. The Board, 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 April 27, 2022, hereby confirms its offer to employ the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent. The Superintendent hereby confirms his acceptance of the said offer of employment and agrees to perform, on a

full-time basis and to the best of his ability, the duties of such position.

3. Term of Employment.

- a. The Superintendent's term of employment shall be for a five (5) year period commencing on July 1, 2022 and terminating on April 26, 2027, unless further extended or sooner terminated as hereinafter provided.
- b. During June of each year of his employment hereunder beyond the year 2022, the Superintendent may give specific, personal written notice to each of the members of the Board that he wishes the Board to consider extending the termination date of this Contract.
- 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.
- d. This Agreement may be replaced by a new Agreement at any time during the continuation of the Superintendent's employment by mutual agreement of the Board and the Superintendent in writing, but the term of the Superintendent's employment may not be extended by such a replacement Agreement beyond the maximum period permitted by law.
- e. Any amendment, agreement, new contract or mutually agreed writing referred to in this paragraph 3 or elsewhere in this Agreement must, in order to be effective, be dated and signed by the Superintendent and by the President of the

Board pursuant to a resolution of the Board approving the amendment, agreement, new contract or writing.

- f. This Agreement and the Superintendent's employment by the District can also be terminated in accordance with paragraphs 6, 14 and 16 of this Agreement.

4. Superintendent's Duties and Responsibilities.

- a. The Superintendent shall be the Chief Administrative Officer of the District and shall perform all the duties of and possess all the authority 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 the specific responsibilities contained in the Job Description appended to, made a part of this Agreement, and marked as "Attachment 1."
- c. The Superintendent will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law Section 211-c.
- d. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent, consistent with the duties of the office.

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

6. 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.

7. Compensation.

- a. The Superintendent's base salary for the twelve (12) month period from July 1, 2022 to June 30, 2023 shall be at the rate of Two Hundred Thousand dollars (\$200,000) per year. The Superintendent will be paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payments.
- b. The Superintendent's base salary shall be increased by a minimum of two percent (2%) annually throughout the duration of this contract, effective July 1 of each year. Any additional increase shall be based on the Superintendent's performance and determined by the Board no later than June 30th of the preceding year.
- c. Before any increase above 2% in the Superintendent's base salary shall become binding, such increase must be expressed in the form of a written amendment to this Agreement which has been dated and signed by the Superintendent and the President of the Board pursuant to a resolution of the Board approving this amendment; 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 an amendment to this Agreement.

8. Performance 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 his working relationship with the Board. The Superintendent shall be

provided a copy of the evaluation at least ten (10) days before the meeting with the Board at which it will be discussed. The evaluation will be treated by the Board as confidential to the extent required by law.

9. Other Benefits of Employment. In addition to the annual gross salary specified in paragraph "7" of this Agreement, the Superintendent shall be entitled to receive the following benefits:

- a. Health Insurance. The District shall make available to the Superintendent Single or Family coverage, as the circumstances of the Superintendent warrant, provided under the District's Health Insurance Program, which currently is the Blue Cross Blue Shield Self-Funded POS Plan. The District will have the option of providing equal or better coverage than that specified herein 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 on reasonable request; and (c) pay eighty percent (80%) of the monthly premium for the applicable coverage while the Superintendent is on the District's active payroll, with the Superintendent paying the remainder. The Superintendent also may "buy up" to other, higher cost plans offered by the District at his expense.
- b. Section 105(h) Flexible Benefit. The District shall establish an independent and separate account for the purpose of providing certain other benefits to the Superintendent. The District shall credit the Superintendent's said account with Five Thousand Five Hundred Dollars (\$5,500) annually.

Amounts from such account may be used in the discretion of the Superintendent for eligible health-related expenditures consistent with Section 105(h) of the Internal Revenue Code. Annually, the Superintendent may authorize the District to use such funds to pay the Superintendent's health insurance premium share with any remaining funds deposited into the Superintendent's 105(h) account; in such case, the total amount contributed by the District for premium and 105(h) account shall not exceed the amount set forth above.

- c. Annuity. The District shall contribute the amount of Three Thousand Two Hundred Dollars (\$3,200) each year this Contract is in force to an account designated by the Superintendent pursuant to and consistent with the requirements of Section 403-b of the Internal Revenue Code.
- d. Other Insurance. The District shall provide the Superintendent with One Thousand Five Hundred Dollars (\$1,500) annually for the purchase of life, long-term care or long-term disability insurance. In addition, the Superintendent shall be permitted to participate in the District's dental insurance plan, on a single or family basis, subject to the terms of that plan, upon the payment of the full premium amount for such coverage through payroll deduction.
- e. Transportation Expense. The Superintendent shall be provided either with such transportation as may be necessary to perform his official duties during his employment pursuant to this Agreement, or be reimbursed at the then current Internal Revenue Code rate upon presentation of a voucher therefor in lieu of the foregoing transportation.
- f. Holidays. The Superintendent shall be entitled to take each

of the following holidays which fall during his regular work schedule without loss of salary:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Martin Luther King Jr. Day  
New Years' Day  
Good Friday  
Memorial Day  
Juneteenth

- g. 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.
- h. Leave. Upon commencement of his employment hereunder, the Superintendent's prior leave accrued in his former position as Assistant Superintendent for Personnel and Pupil Services will be credited to him.
- i. On the first day of each subsequent fiscal year (i.e., July 1 to June 30), the Superintendent shall be credited with twenty-five (25) leave days. Unused leave days may be accumulated by the Superintendent and carried forward into succeeding years, but may not exceed a total of two hundred (200) such days. The Superintendent may use his leave days for the purposes and upon the conditions stated in the succeeding subparagraphs.

- ii. The Superintendent may use leave days when he is unable to work because he has sustained an injury or he is ill.
- iii. The Superintendent may use his 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) leave days for this purpose in any fiscal year.
- iv. The Superintendent may use five (5) leave 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 iv, "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 he has direct responsibilities.
- v. The Superintendent may use up to five (5) 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;
  - 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 five (5) personal days without stating a specific reason beyond the applicable general categories noted above. The Superintendent shall give the Board at least one (1) days' notice of the need to use a 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.

- vi. When the Superintendent is absent from work on days for which he is receiving Workers' Compensation benefits, he may use leave days provided that, when he receives the Workers' Compensation award, he shall assign to the District so much thereof as represents lost wages.
- i. Other leaves. The Board may authorize other leave, with or without pay, for the Superintendent after he has exhausted his vacation and leave days.
- j. Vacation Leave. Upon commencement of his employment hereunder, the Superintendent shall rollover thirty-five (35) vacation days accrued in his former position as Assistant Superintendent for Personnel and Pupil Services. On the first day of each subsequent fiscal year (i.e., July 1 to June 30), the Superintendent shall be credited with twenty-five (25) vacation days in addition to the holidays listed above in subparagraph "f" of this paragraph "9". The Superintendent shall be entitled to accumulate up to thirty-five (35) days of unused vacation during the period of his employment by the District. 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 of the Board President. In the event the Superintendent has unused, accumulated vacation leave at the end of any subsequent year of his employment hereunder, he may, at his option, be paid at that time for up to fifteen (15) days thereof at the rate of 1/240th of his then current annual salary.

- k. Benefits After Retirement. Upon becoming eligible to retire in accordance with the regulations of the New York State Teachers' Retirement System, and having been employed by the District a minimum of five (5) years of active service, and having provided at least a sixty (60) day written notification of his retirement to the Board, the Superintendent shall be entitled to the following life benefit:

- (1) Health Insurance. District will annually provide fifty percent (50%) of the cost of family or single coverage, as the circumstances of the Superintendent then dictate. The annual health benefit (based upon service years) provided will be computed by multiplying the specified percentage times that year's annual premium cost for the district's base health care insurance plan (currently BCBS POS 204, see 9a-2). If the Superintendent does not participate in the District health insurance plan at least thirty (30) days prior to retirement or if the Superintendent drops District coverage after retirement such money shall be annually placed into a 105(h) account (see 7b) for the Superintendent's (and/or surviving spouse) use. An additional five percent (5%) will be paid by the

District for every year of service provided beyond the five years to a maximum of seventy-five percent (75%) annual post-retirement benefit. Service for less than a partial year will be prorated.

- (2) Superintendent and spouse must enroll in Medicare upon first eligibility and may participate in a District provided Medicare Advantaged plan.
  - i) The percentage District contribution and conditions described above may not be changed or altered either negatively or positively, at any point after the Superintendent retires.
  - ii) In the event the Superintendent participates in a retirement incentive the sixty (60) days notification period shall be waived, as the circumstances dictate.
  - iii) In any event, upon retirement the Superintendent agrees to remain employed on a per diem basis at 1/200th of his then current salary for up to sixty (60) days, in order to afford an effective and efficient transition for his successor.

10. Professional Dues and Memberships. The Board will pay the Superintendent's annual membership for the New York State Council of School Superintendents, the American Association of School Administrators, the Orchard Park Chamber of Commerce and the Erie-Niagara County Superintendents' Association.

11. Professional Expense Reimbursement. The Superintendent is authorized to incur reasonable and necessary expenses up to Three Thousand Dollars (\$3,000) per year in the discharge of his duties, including attendance at professional meetings, conferences and other such matters at the local, state or national levels. The Superintendent shall be permitted to request additional reimbursement for professional

meetings and conferences above the initial threshold set forth herein, which reimbursement shall be at the discretion of the Board of Education. Such expenses will be paid by the District upon the presentation of the Superintendent of an itemized account of such expenditures and approval by the Board. The District will compensate the Superintendent for the use of his personal cellular telephone for official business consistent with its current practice, and it will provide the Superintendent with a laptop computer, together with a docking port in the Superintendent's office, for his use consistent with the District's "Acceptable Use Policy."

12. 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.

13. 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 utilize up to five (5) days per year, no more than two (2) of which may be consecutive, for consultive work, speaking engagements, writing, lecturing, or other professional duties and obligations, 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.

14. Disability. The Board reserves the right, during any term of the Superintendent's employment hereunder, in the event of his absence, illness, injury or other disability, to appoint an Acting Superintendent of Schools, who shall temporarily perform the duties of the Superintendent at the pleasure of the Board. 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 under paragraph 9(h) of

this Agreement, 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 14, or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, as determined by the Board, the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

15. Annual Medical Examination. 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.

16. 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. Lack of Certification;
- c. Written resignation of the Superintendent;
- d. Termination upon agreement; and
- e. Discharge for cause.

17. Termination Procedures. Any such termination shall be governed by the following:

- i. Disability of the Superintendent. If, by reason of disability due to illness or other incapacitation, and consistent with paragraph 14 hereof, the Board may elect to terminate this Agreement, at which time all obligations of the Board to the Superintendent shall cease.
- ii. Lack of Certification. Consistent with paragraph 6 hereof, the Superintendent's employment and this Agreement shall terminate automatically if the Superintendent at any time does not have a

valid certificate to act as a superintendent of schools in New York State.

- iii. 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. Upon receipt of such notice, the Board may, at its option, 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.
- iv. 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.
- v. Discharge for Cause. The Board shall have the right, in its sole discretion, to terminate this Agreement and the employment of the Superintendent for cause. "Cause" shall constitute conduct that is prejudicial to the District, including, but not limited to, the neglect by the Superintendent of his duties and responsibilities, incompetence, misconduct, insubordination, or the commission of immoral acts. In the event that the Board shall discharge the Superintendent for cause, it shall do so in accordance with the following procedures:
  - i. The Board shall serve upon the Superintendent a written statement of charges.
  - ii. The Superintendent shall have a period of fourteen (14)

calendar days in which to submit a written request for a fair hearing in response to the charges pursuant to this procedure. The written answer and/or request for hearing shall be delivered to the Clerk of the Board.

- iii. If the Superintendent timely requests a hearing, the Board shall hold a hearing regarding the charges. The hearing shall be conducted before the Board and/or a hearing officer mutually agreed to, in an Executive Session. During the course of the hearing, the Superintendent shall be entitled to be represented by legal counsel of his own choosing at his own expense, to cross-examine the District's witnesses and to present witnesses and evidence on his own behalf. Following such hearing, any recommendations or determinations made by the hearing officer shall be reduced to writing and provided to the Superintendent and to the Board. The Board shall review the hearing officer's recommendations in an Executive Session. The Board shall retain the authority to decide the charges and whether or not to terminate the Superintendent in its sole discretion. The Board shall notify the Superintendent in writing of its decision.
- iv. If the Superintendent does not timely request a hearing, the Board will notify the Superintendent in writing of its decision to discharge or not to discharge the Superintendent.
- v. The decision of the Board may be appealed by the Superintendent only by means of a special proceeding pursuant to Article 78 of the Civil Practice Law and Rules, in accordance with the procedural requirements of these respective provisions of law and any applicable regulations.
- vi. In the event that the Board determines that it may have cause to terminate the Superintendent, the Board, in its

sole discretion, may suspend the Superintendent with pay and benefits. In the event that a statement of charges setting forth cause for termination is served upon the Superintendent, the Board, in its sole discretion, may suspend or continue to suspend the Superintendent, provided that any period of suspension or continuation of suspension following the service of a statement of charges shall be with pay and benefits for up to one hundred eighty (180) days and thereafter shall be without pay and benefits. 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 the 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.

18. 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.

19. 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.

20. 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

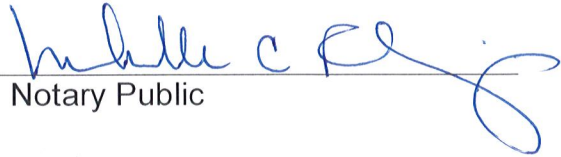
  
By: Christine Gray-Tinnesz

President

SUPERINTENDENT

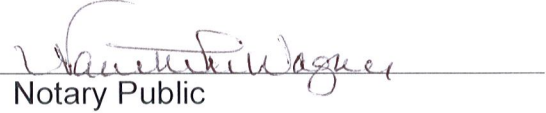
  
By: David Lilleck

Subscribed before me this  
29<sup>th</sup> day of April, 2022.

  
Notary Public

MICHELLE C. FLEMING  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01FL6085587  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES DEC. 30, 2022

Subscribed before me this  
28<sup>th</sup> day of April, 2022.

  
Notary Public

NANETTE M. WAGNER  
Notary Public, State of New York  
No. 01WA6391550  
Qualified in Erie County  
Commission Expires May 13, 2023

## **ATTACHMENT 1**

### **SUPERINTENDENT OF SCHOOLS JOB DESCRIPTION**

#### **Basic Functions**

The Superintendent is the chief executive officer of the Orchard Park Central 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 (the "Board") with respect to such activities.

#### **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.

#### **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 district employees and receive from all school personnel any communications directed to the Board.
2. Prepare the agenda for Board meetings in consultation with the Board President. 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 which would involve either departure from established policy or the expenditure of substantial sums.

4. Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which 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 which are consistent with established Board objectives.

6. See to the development of specific policies, procedures and programs to implement the intent established by 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. Oversee the maintenance of adequate 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 which 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. Supervise the preparation of the annual proposed budget and submit it to the Board by March 1 or at such earlier date 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 policy in order to provide guidance in the future.

### **Primary Relationships**

The Superintendent observes and conducts the following relationships:

1. Board of Education

- a. 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.

- b. Attend or have a representative attend, all meetings of the Board, except such meetings or parts thereof at which the Superintendent's performance or compensation is discussed between the Board Members in executive session.
- c. 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.
- d. Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
- e. Act as reference agent for problems brought to the Board.
- f. Work with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Education.

2. Assistant Superintendent, Building Principals, Other Administrators

- a. Directly oversee the work of Associate and Assistant Superintendent(s) and other central office personnel.
- b. Hold regular meetings with the Associate and Assistant Superintendent(s), Building Principals, Coordinators/Directors and other Administrators (herein, "Administrative Personnel") to discuss progress and educational problems facing the District.
- c. 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.

- d. Approve the vacation schedules for Administrative Personnel; and be personally responsible for all evaluations of Administrative Personnel.

3. Others

- a. Work with other Board employees and advisors, including auditors, architects, attorney, consultants and contractors.
- b. Hold such meetings with teachers and other employees as is necessary for the discussion of matter concerning the improvement and welfare of the schools.
- c. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the public schools appear on the agenda or are expected to be raised.
- d. 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.
- e. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.