

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made this 18th day of May, 2020, by and between **THE BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT** (hereinafter, the "Board"), and **DR. LESLI MYERS-SMALL**, 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 Rochester City School District (hereinafter, the "District") upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; 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 May 18, 2020, hereby confirms its offer to employ the Superintendent as 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 her acceptance of the said offer of employment and agrees to perform, on a full-time basis and to the best of her ability, the duties of such position. "Full-time" describes the number of hours and days in each week necessary for one to perform all the duties of the position of Superintendent of Schools for the District in a professional and competent manner.

3. Term of Employment.

a. The Superintendent's initial term of employment shall be for a (4) year period commencing on May 19, 2020, and terminating on May 18, 2024, unless further extended or sooner terminated as hereinafter provided.

b. 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.

4. Superintendent's Duties and Responsibilities.

- a. The Superintendent shall be the Chief Executive and Administrative Officer, as well as the educational leader, 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, subject to the ultimate approval of the Board, the specific authority, rights and responsibilities contained in the Job Description appended to, made a part of this Agreement and marked as "Attachment 1."
- c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent which are not inconsistent with the position.
- d. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including its executive sessions, except that the Board may exclude the Superintendent from any portion of a meeting during which the Superintendent's performance or the terms of this Agreement are to be discussed.
- e. Consistent with and pursuant to Education Law Section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the commissioner. In addition, the Superintendent will cooperate fully with any Academic/Fiscal Independent monitor ("IM") appointed by the Commissioner of Education pursuant to Part C of Chapter 56 of the Laws of 2020.

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 her study and recommendation regarding the administration of the District or the Superintendent's performance of her duties.

6. Certification. The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York at all times during the term of her employment with the District. The Superintendent's lack of such certification at any such time shall be deemed to automatically terminate her employment and this Agreement without the necessity for any action by the Board or the Superintendent.

7. Compensation.

- a. The Superintendent's base salary from May 19 to June 30, 2020 and for the twelve (12) month period from July 1, 2020 to June 30, 2021, shall be at the rate of Two Hundred Fifty-Thousand Dollars (\$250,000.00) per year, paid ratably 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 for each subsequent twelve (12) month period of employment shall be determined by the Board no later than the 30th day of June, in each year; provided, 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 her during the preceding twelve (12) month period.
- c. 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.

8. Performance Evaluation. Effective for the 2020-21 school year, 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 her performance and her working relationship with the Board. The evaluation shall be based upon the criteria contained in the District's "SuperEval" program. The Board shall also use as evaluation criteria the progress related to annual goals developed by the Board and the Superintendent each year, together. The Superintendent and the Board shall be provided with a copy of the completed evaluation contemporaneously. The Board will also conduct an informal "verbal" midyear progress review, devoting at least a portion of one meeting in or about November 15th of each year of the Superintendent's employment hereunder to a discussion in executive session concerning her performance, working relationship with the Board, and progress with respect to their shared annual goals. This review shall not be reduced to a writing.

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 Superintendent shall be eligible to receive health insurance benefits under the plan offered by the District to its other administrative employees (which is currently the Excellus Enhanced Plan). Coverage will be available for the Superintendent, spouse and dependents (including step-children), as the case may be. The District will pay seventy percent (70%) of the cost of the premium of the District's health insurance program (until the Superintendent and/or her spouse become eligible for Medicare and thereafter 70% of the Medicare supplemental plan for the Superintendent and/or her spouse), and the Superintendent shall be responsible for the remaining cost.
- b. Dental Insurance. The Superintendent shall be eligible to receive dental insurance benefits under the plan offered by the District. The District shall pay either: (i) one hundred percent (100%) of the cost of individual coverage; or (ii) seventy percent (70%) of the cost of family coverage, if elected, and the Superintendent shall be responsible for the remainder.
- c. Life Insurance. The Superintendent shall be eligible to receive group term life insurance, if she otherwise qualifies, with a death benefit of Three Hundred

Fifty Thousand Dollars (\$350,000). Such insurance shall be subject to the terms and conditions set forth in the group term life insurance policy maintained by the District, and the District shall pay one hundred percent (100%) of the cost of such coverage.

- d. Long-Term Disability Insurance. The Superintendent shall be eligible to receive the long-term disability insurance plan offered by the District. Such insurance shall be subject to the terms and conditions set forth in the group long-term disability insurance policy maintained by the District, and the District shall pay one hundred percent (100%) of the cost of such coverage.
- e. Retirement Plan. The Superintendent shall enroll in the New York State Teachers' Retirement System. The District and the Superintendent shall make contributions thereto as required by applicable law.
- f. Retiree Health Insurance. The Superintendent shall continue to receive health insurance coverage (including dental) in retirement. The District will provide single or two person coverage, as the case may be, under its health insurance and dental plans, for which the District will pay seventy percent (70%) of the premium cost until such time as the Superintendent and/or her spouse become eligible for Medicare. After the Superintendent and/or her spouse become eligible for Medicare, the District will pay seventy percent (70%) of the premiums for the Medicare supplemental plan available to it for the Superintendent and/or her spouse. Any premium costs remaining for any of the above-described coverages, following the District's required premium contributions, will be the responsibility of the Superintendent and/or her spouse. To be eligible for such benefits, the Superintendent must retire directly from the District and be receiving benefits from the New York State Teachers' Retirement System. If the Superintendent is eligible for retiree health insurance coverage from the District pursuant to this paragraph "9", and if the Superintendent establishes residency outside of the coverage area of the District's health insurance plan while eligible for such coverage, the District shall reimburse the Superintendent for the health insurance purchased in place of the District's coverage. Reimbursement shall be limited to the extent of the District's contribution for which the Superintendent would have been eligible had she remained within the coverage area of the District's plan. Reimbursement shall be made at least every six (6) months, or on any other basis mutually agreed by the parties. Proof of coverage and payment must be submitted with the request for such reimbursement.
- g. Tax-Sheltered Annuity. The Superintendent shall be eligible to participate in the District's Tax-Sheltered Annuity Plan, pursuant to its terms and the applicable plan documents. The Superintendent shall receive Five Thousand Dollars (\$5,000) annually to be applied to one or more tax sheltered annuity offered by the District as she desires.
- h. Vacation Leave. With the exception of this first year which will begin on May 19, 2020, the Superintendent's work year shall be twelve (12) months, from July 1 through June 30, during which the Superintendent shall be entitled to

receive thirty (30) paid vacation days in addition to the holidays annually included in the official District school calendar. The Superintendent shall be entitled to accumulate up to thirty (30) days of unused vacation in addition to her annual allotment, (such that at any time the Superintendent can have no more than sixty (60) days of vacation time) during the period of her employment by the District. Such accumulated vacation may be carried over and may be used during any subsequent year of her employment. The Superintendent will not use more than two (2) consecutive vacation days during any period that school is in session, nor shall she take in excess of ten (10) consecutive week 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 given year of her employment hereunder, she may, at her option, be paid at that time for up to thirty (30) days thereof at the rate of 1/240th of her then current annual salary. The Superintendent shall notify the Business Office in writing of this election no later than May 15, and file a copy of such notice with the Board President.

- i. Sick Leave. The Superintendent shall be credited with thirty (30) days of sick leave upon commencement of her employment by the District. Thereafter, effective July 1, 2021 and each July thereafter, the Superintendent shall be credited with fourteen (14) days of sick leave. The Superintendent shall be entitled to accumulate sick leave days during each year of her employment in accordance with the annual sick leave practices of the District for members of the Superintendent's Employee Group up to a maximum of two hundred (200) days, inclusive of the initial 30 day allotment, which leave may be used during any subsequent year of employment. In no event, however, shall the Superintendent be entitled to be compensated for unused sick leave at the time of her termination of employment with the District. Any leave under this paragraph "9.i." shall run concurrently with leave provided under the Family and Medical Leave Act.

The Superintendent may use up to fourteen (14) of her sick days, per year, for illness in her immediate family. For purposes of this Section, "immediate family" shall be defined as spouse, children, stepchildren, parents, grandparents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt/uncle or any relative or person living in the Superintendent's household.

- j. Personal and Bereavement Leave. Upon the effective date of this Agreement, and for each school year thereafter, the Superintendent shall be credited with three (3) days of personal leave for the purpose of conducting business which cannot be conducted at any other time, which personal leave shall be lost (and not carried over) if not used in the school year credited. Unused personal days shall be added to the Superintendent's accumulated sick leave, up to the two hundred (200) day cap.

The Superintendent also shall be eligible to receive up to five (5) days of bereavement leave, in the event of the death of a member of the Superintendent's immediate family. For purposes of this Section, "immediate

family" shall be defined as spouse, children, stepchildren, parents, grandparents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt / uncle or any relative or person living in the Superintendent's household. Additional Bereavement days may be granted, at sole discretion of the Board, such days to be deducted from the Superintendent's annual sick leave

- k. Membership Fees and Dues. The District shall pay the fees and dues for the Superintendent's membership in the AASA, New York State Council of School Superintendents, the Association of Supervision and Curriculum, The National Association of Black School Educators, National School Public Relations Association and any other memberships approved by the President of the Board. The Superintendent may attend conferences of such associations without reduction in compensation or leave credits so long as such attendance does not interfere with the operations of the District or the performance of her duties, subject to approval by the Board President.
- l. Reimbursement for Expenses. The Superintendent shall be reimbursed for the actual expenses incurred in connection with her activities for and on behalf of the District, including reasonable amounts expended for travel (except travel within the District and to/from her home), lodging and meals in connection with conferences, seminars, participation in local/state/ national educational committees and participation and interaction with members of the school district community within budgetary limits set by the Board. The Superintendent shall receive reimbursement for mileage at the I.R.S. rate then in effect for the use of her personal automobile in connection with her duties and responsibilities. The Superintendent shall provide the Board with an itemized accounting of such expenditures prior to reimbursement, subject to audit by the District's Internal Auditor.

10. Technology. The District shall provide the Superintendent with a laptop computer, and a cellular telephone and/or a multifunction handheld device in accordance with applicable District policies and procedures or reimburse the Superintendent for use of her own cellular device, if she chooses this option.

11. Community Presence. At all times during her employment, the Superintendent will maintain a visible and active presence in both the District and Rochester community at large.

12. Indemnification.

- a. Subject to the requirements of the applicable provisions of the Public Officers Law §18, 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 her employment or under the direction of the Board.

- b. The Board shall have the right and authority to conduct the defense of any suit and proceeding, including the right, in the Board's discretion, to settle such suit or claim at any time. This paragraph "12" shall survive the term and be enforceable after the termination of this Agreement.

13. Other Work. The Superintendent shall devote her full-time skill, labor and attention to the discharge of her duties during the term of this Agreement; provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, **without** remuneration, as long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein. In addition, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, **with** remuneration, (i.e., for such work as writing and book sale activities), provided that she uses her vacation or personal time.

14. Disability. If, by reason of sickness or other disability, the Superintendent is unable to perform substantially all or a part of the essential duties and responsibilities of her position for a period in excess of her accumulated sick leave and vacation allowance, other than for workplace injuries, the Board may, in its discretion and to the extent it so determines, make a proportionate reduction in the Superintendent's salary. To the extent necessary, the District will cooperate with the carrier of the Long Term Disability Insurance policy specified in paragraph "9.d." hereof. There shall be no sick leave or vacation accrual during the actual period of disability. The Board shall have the right to temporarily appoint another administrator to act as the Chief Executive and Administrative Officer of the District until such time as the Superintendent is able to resume her duties and responsibilities or terminates her employment with the District. Irrespective of the amount of accumulative sick leave or vacation allowance available to the Superintendent, if a disability continues for six (6) months or more, or if a disability is permanent, irreparable or of such a nature that it is reasonable to expect that the disability will last for more than six (6) months, then the Board may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties hereto shall terminate. If there is a question regarding whether the Superintendent is disabled, she will submit to a medical examination at the expense of the District by such physicians as chosen by the Board. The Superintendent will arrange to have all of her medical records made available to the examining physician. The decision of the physician chosen by the Board will be determinative of the question of whether or not the Superintendent is disabled.

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 her employment and to file a statement from the examining physician certifying to her 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 to the extent same is not covered by the health insurance plan described in paragraph "9.a." hereof.

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. Written resignation of the Superintendent;
- c. Termination upon agreement;

d. Discharge for cause.

17. Any termination of the parties' employment relationship hereunder 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 14 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 her option, resign from her 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 her 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 Superintendent may be terminated by the Board for cause. The following conduct shall constitute "cause" for the purpose of this agreement: neglect by the Superintendent of her duties and responsibilities, incompetence, insubordination, or the commission of a crime or an immoral act.
- e. Discharge for Cause Procedures. In the event that the Board shall decide to seek the discharge of 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 to a fair hearing thereon, upon her written request, before a hearing officer designated by the Board, in an Executive Session. The hearing officer shall conduct the hearing and shall provide a decision on both guilt and penalty. The hearing officer's decision shall be advisory and the final decision will be made by the Board.

- (3) The Superintendent shall be entitled to have legal counsel present to assist her at such hearing, with the understanding that she will pay any and all expenses of said legal counsel, unless the Superintendent is acquitted by the Board, 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 her discharge from office, the Board, in its sole discretion, may immediately suspend the Superintendent with pay and benefits up to sixty (60) days. Moreover, if any act of the Superintendent serves to unduly delay a hearing on said charges, the said suspension thereafter shall be 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 the exhaustion of all appeals available to both parties, the Board shall reimburse the Superintendent for all pay and benefits lost by her during the period of such suspension. Upon being suspended for 60 days pursuant to the terms hereof, the Superintendent agrees that she 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 when charges have been filed and a hearing is proceeding.

18. Renewal. The Board shall notify the Superintendent, on or before June 1, 2023, whether it intends to extend her employment for an additional year commencing on May 19, 2024 or whether the Superintendent's term will expire on May 18, 2024. By June 1 of each school year thereafter the Board shall likewise act to notify the Superintendent whether it intends to extend her employment for an additional year commencing on July 1 of the year set for termination of the then current contract. The Superintendent may waive this requirement on written notice to the Board. The failure of the Board to act in accordance herewith shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date.

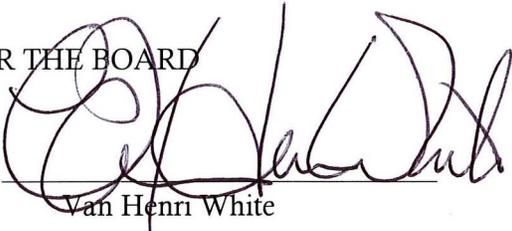
19. Written Agreement. This Agreement is the sole agreement between the parties concerning the terms and conditions of the Superintendent's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing, executed in like manner, between the parties.

20. 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.

21. Waiver. Failure of either party hereto to insist upon strict compliance with any provision of this Agreement shall not be construed to be a waiver thereof

22. 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 dates indicated below.

FOR THE BOARD
By: 
Van Henri White

THE SUPERINTENDENT
By: 
Dr. Lesli Myers-Small

**ATTACHMENT 1
SUPERINTENDENT OF SCHOOLS
JOB DESCRIPTION**

A. Basic Functions

The Superintendent is the chief executive officer of the Rochester City 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 ("Board") with respect to such activities.

B. 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.

C. 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 the appropriate District employees and receive from all school personnel any communications directed to the Board.
2. Prepare the agenda for Board meetings with the Board's President and/or others as indicated. 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 that 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 that 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 that are consistent with established Board objectives.
6. See to the development of specific policies, procedures and programs to implement the intent of established 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. Maintain through adequate staff and systems accurate 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 that 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. Prepare the annual proposed budget and submit it to the Board by March of each year or at such earlier time 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 necessary policy in order to provide guidance in the future.

D. Primary Relationships

The Superintendent observes and conducts the following relationships:

- a. Board of Education
 - i. 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.
 - ii. Attend or have a representative attend, all meetings of the Board, except such meetings or parts thereof at which the Superintendent's performance, compensation or Employment Contract is discussed between the Board Members in executive session.
 - iii. 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.
 - iv. Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
 - v. Act as reference agent for problems brought to the Board.
 - vi. Work with the Board to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board.
- b. School Chiefs, Building Principals Other Administrators
 - i. Directly oversee the work of all central office administrative personnel.
 - ii. Hold regular meetings with the Central Office Administrators, Building Principals, Coordinators/Directors and other Administrators (herein, "Administrative Personnel") to discuss progress and educational problems facing the District.
 - iii. 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.
 - iv. Approve the vacation schedules for Administrative Personnel; and be personally responsible for all evaluations of Administrative Personnel.

c. Others

- i. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants, contractors, and distinguished educators appointed by the Commissioner of Education.
- ii. Hold such meetings with teachers and other employees as are necessary for the discussion of matters concerning the improvement and welfare of the schools.
- iii. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which significant matters pertaining to the public schools appear on the agenda or are expected to be raised.
- iv. Consistent with and pursuant to Education Law §211-B (5)(a), the Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.
- v. 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.
- vi. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.
- vii. Perform all other duties assigned by the Board consistent with the office of Superintendent.