

**EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS**

This Employment Agreement (hereinafter "Agreement") is made by and between **THE BOARD OF EDUCATION OF THE ROCHESTER CITY SCHOOL DISTRICT** (hereinafter the "Board"), with offices at 131 W. Broad St., Rochester, Monroe County, New York, and **Carmine Peluso**, having an address [REDACTED] (hereinafter "Dr. Peluso" or the "Superintendent").

RECITALS

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 and Acceptance.

The Board, pursuant to applicable provisions of New York State law and in accordance with a resolution duly moved and adopted at a meeting held on December 22, 2022, hereby confirms its offer to employ Dr. Peluso, as Superintendent of Schools upon the terms and conditions contained in this Agreement. Dr. Peluso hereby accepts such employment and agrees to perform, to the best of his ability, the duties of such position, upon the terms of this Agreement and all of the duties of such

office as are more fully set forth in § 2566 of the Education Law of the State of New York.

2. **Term of Appointment and Employment.**

The Superintendent's services shall be for a period beginning January 1, 2023 and terminating December 31, 2025, unless further extended or sooner terminated as hereinafter provided. The Superintendent's work week shall be full time, constituting five (5) days per week excluding scheduled holidays, unless otherwise mutually agreed to by Superintendent and Board of Education.

a. The parties may, by mutual agreement, extend the term of the Superintendent's employment. The Board agrees that if it wishes to seek an extension of the term of this Agreement with the Superintendent, it shall notify the Superintendent of its intent no later than thirty (30) days prior to the scheduled termination date. 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. Any extension of the term of the Superintendent's employment shall be upon such terms and conditions as are mutually agreed upon and shall be in the form of an amendment to this Agreement signed by both parties hereto.

3. **Superintendent's Duties and Responsibilities.**

The Superintendent shall be the Chief Executive and Administrative Officer, as well as education leader of the District, and shall with the highest professional standards, perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Board of Regents or Commissioner of Education. The Superintendent shall also perform such other duties and responsibilities as the Board may legally authorize or direct.

a. 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."

4. 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.

5. Evaluations and Referral of Complaints.

The parties recognize that in order to further the efficient operation of the District, it is important to maintain direct lines of communication between the Board and the Superintendent, and the Board recognizes the importance of communicating concerns related to the Superintendent's performance and the administration of the District through productive means. Accordingly, the Board will employ the following:

- a. Annual 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 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 his performance, working relationship with the Board, and progress with respect to their shared annual goals. This review shall not be reduced to a writing.
- b. Informal Meetings: The Board may in its discretion meet with the Superintendent at least once quarterly to informally evaluate performance and working relationship with the Board.
- c. Referral of Complaints: The Board shall promptly and discreetly communicate complaints, concerns or suggestions, which in its collective judgment is deserving of referral regarding the administration of the District or the Superintendent's performance, to the Superintendent, either verbally or in writing.

6. **Certification.**

As a condition of employment, 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, and shall file proof of such certification with the District Clerk prior to commencing the duties of Superintendent.

7. **Cooperation with Official Representatives of the New York State Education Department.**

Pursuant to Education Law 211-b and other law or regulation as may be applicable, the Superintendent shall be required to cooperate fully with any distinguished educator, state monitor, or other lawful representative of the New York State Education Department.

8. **Compensation.**

a. The District agrees to pay Dr. Peluso at the rate of Two Hundred and Fifty Five Thousand (\$255,000) per twelve (12) month period while he is serving as the Superintendent of Schools. These payments will be subject to all applicable federal and state tax withholdings and contributions. These payments will be made on a payroll basis on the District's regular payroll dates to the extent possible. As a condition precedent to receiving any payment hereunder, Dr. Peluso will maintain appropriate records of the dates on which he performed duties pursuant to this employment, which record he may be requested to present to the Board from time-to-time.

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 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.

9. **Benefits.**

During the Term of this Agreement, the Superintendent shall be eligible to receive the following benefits:

a. **Health Insurance.** The Superintendent shall be eligible to receive health insurance benefits under plans offered by the District for the Superintendent, spouse and dependents (which is currently the Excellus Enhanced Plan). The District shall pay seventy percent (70%) of the cost of the premium of the District's health insurance program (until the Superintendent and/or his spouse become eligible for Medicare and thereafter 70% of the Medicare supplemental plan for the Superintendent and/or his spouse), and the Superintendent shall be responsible for the remainder.

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. The parties agree that in lieu of the health and dental insurance benefits described in section 8 (a) and (b) above, the District shall pay the Superintendent a yearly sum of \$4800.

d. **Life Insurance.** The Superintendent shall be eligible to receive group term life insurance, if he 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.

e. **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.

f. Retirement Plan. The Superintendent shall be eligible to receive retirement benefits as provided by the New York State Teachers' Retirement System. The District and the Superintendent shall make such contributions as are required by applicable law.

g. Retiree Health Insurance. To the extent the Superintendent shall become eligible to receive health insurance coverage (including dental) in retirement the District shall contribute towards the cost of such insurance as follows:

i. To the extent the Superintendent is entitled to health and/or dental insurance coverage in retirement provided by another school district, the Superintendent must pursue such coverage to the maximum extent permitted by law.

ii. In the event health and/or dental insurance coverage in retirement is not available to the Superintendent from another school district, including such time as may be reasonably necessary for the Superintendent to pursue such coverage from another school district as contemplated by subparagraph "i" hereof above, 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 his spouse become eligible for Medicare. After the Superintendent and/or his 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 his 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 his spouse. To be eligible for such benefits, the Superintendent must retire directly from the District and be receiving benefits under the terms governing the New York State Teachers' Retirement System. If the Superintendent is eligible for retiree health insurance coverage from the District pursuant to this section 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 to which the Superintendent would have been eligible had he remained within the coverage area of the District's plan. Reimbursement shall be made at least every six 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.

h. 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 a total of Five Thousand Dollars (\$5,000) annually by June 1st, to be applied to one or more tax sheltered annuities offered by the District as he desires.

i. Vacation. The Superintendent will be entitled to thirty (30) days of paid vacation per year with the District credited as of each July 1st of the contract. Although vacation days are made available on July 1, these days are earned on a pay period basis, over the course of a full fiscal year. If the Superintendent works less than a full year, vacations days will be prorated based on the number of days worked. Up to fifty (50) days unused vacation may be carried over to the following school year, so that the Superintendent may only have a maximum of (80) vacations at any given time. The Superintendent shall provide the President of the Board and the Board designee with advance notice of his use of vacation leave, and vacation shall be scheduled so as not to interfere with the operation of the District. The Superintendent shall endeavor to not take vacation during times that school is in session, and shall not without the prior approval of the Board President, take vacation at particular times including: the first two weeks of the school year and the immediately preceding week; the two weeks preceding the presentation of the budget to the Board; during scheduled graduation ceremony in June; at such other times that the Board requires the Superintendents presence in the District so as not to interfere with the operation of the District. The Superintendent will not use more than ten (10) consecutive vacation days during any period that school is in session, nor shall he work remotely for more than five (5) consecutive school days,

without prior approval of the Board President. In each year of the contract, the Superintendent may elect to receive 1/240th of his then current annual salary for each unused vacation day up to a maximum of ten (10) days. The Superintendent shall notify the Business Office in writing of this election no later than May 31st and file a copy with the President of the Board. In the event that the Superintendent has accumulated vacation leave at the time his employment with the District terminates, he shall be paid at the rate of 1/240th of his then current salary for each day of accumulated vacation leave up to a maximum of thirty (30) days.

i. Holidays. Provided that school is not in session, the Superintendent shall be entitled to paid leave on the following holidays:

- Independence Day - July 4th
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday Memorial Day
- Juneteenth
- 3 Floating Holidays

Floating holidays shall be scheduled so as not to interfere with the operation of the District. Unused floating holidays shall not carry over from school year to school, and shall not be payable upon termination of employment.

j. Sick Leave.

i. The Superintendent shall be entitled to keep his unused total days of accumulated sick leave from his current service as of the effective date of employment. Beginning with the 2023-24 school year, the Superintendent will be annually credited with sick leave days accruing in accordance with the annual leave practices of the District for members of the Superintendent Employee Group.

ii. Sick leave may be used only for absence due to the Superintendent's

illness or injury, except that up to five (5) days annually may be used for absences due to family illness.

iii. If the Superintendent uses sick leave for five (5) or more consecutive working days, then the District may require the Superintendent to provide medical documentation that substantiates the Superintendent's need for sick leave. The parties acknowledge that the Superintendent's employment under this Agreement is subject to the District's right to require the Superintendent to submit to a medical examination under applicable federal and State law, including without limitation § 913 of the New York Education Law. If the Superintendent fails to provide the requested medical documentation or cooperate with a medical examination, the District may discontinue the Superintendent's sick leave benefits until the matter is rectified.

iv. Unused sick leave may be carried over from year to year up to a maximum accumulation of 200 sick leave days. In no event shall the Superintendent be entitled to be compensated for unused sick leave at the time of his termination of employment with the District.

v. Any leave under this Section shall run concurrently with leave provided by the Family Medical Leave Act. In addition, nothing in this Agreement modifies the rights of either the District or the Superintendent under the Family and Medical Leave Act, the Americans with Disabilities Act, the New York Human Rights Law, or any other applicable federal or State law related to absence from the workplace due to personal illness or injury.

k. Personal and Bereavement Leave. Upon the effective date of this Agreement, and for each school year thereafter, the Superintendent shall be credited with five (5) 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. The Superintendent 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, parents, grandparents, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or

person living in the Superintendent's household.

10. **Annual Medical Examination.**

In addition to any examination which may be required under Education Law § 913, 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 to the extent same is not covered by the health insurance plan provided for in the Superintendent's benefits.

11. **Disability.**

If, by reason of sickness, accident or other disability, the Superintendent is unable to perform substantially all or a part of the essential duties and responsibilities of his position for a period in excess of his accumulated sick leave and vacation allowance, the Board may, in its discretion and to the extent they so determine, make a proportionate reduction in the Superintendent's salary. There shall be no sick leave or vacation accrual during the actual period of disability. The Board shall have the right to appoint another administrator to act as the chief administrative officer of the District until such time as the Superintendent is able to resume his duties and responsibilities or terminates his employment with the District.

Irrespective of the amount of accumulated sick leave or vacation allowance available to the Superintendent, if a disability continues for six 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 months, then the Board may, at its option terminate this Agreement in accordance with the Termination provisions below. If there is a question regarding whether the Superintendent is disabled, he 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 his medical records made

available to the examining physicians. The decision of the physicians chosen by the Board will be determinative of the question of whether or not the Superintendent is disabled.

12. **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, CGCS, the Association of Supervision and Curriculum, and any other memberships approved by the President of the Board. Subject to approval by 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 school or the performance of his duties. Notwithstanding the foregoing, the Superintendent may at his discretion attend the New York State Council of School Superintendents New Superintendents Institute provided notification is provided to the Board, and attendance does not violate another provision herein.

13. **Expense Reimbursement.**

The District will pay or reimburse the Superintendent for reasonable and necessary expenses (including mileage reimbursements for official travel at the same rate paid to other administrators) approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Agreement, as permitted by state law, and as approved by the District in the annual budget. The Board will pay or reimburse the Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures.

14. **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. If the Superintendent chooses to use his own cellular telephone in lieu of a district issued device, he will be reimbursed at a rate of \$100 per month.

15. **Community Presence.**

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

16. **Indemnification.**

The Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct (excluding willful misconduct) resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is within the scope of his employment or at the direction of the Board ("Claim"), provided that the Superintendent delivers a copy of the notice of claim, summons, complaint or other document asserting the Claim to the District Clerk within ten (10) days of the actual receipt of such document by the Superintendent.

17. **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 undertake consultative work, speaking engagements, writing, lecturing, or other professional duties, and obligations, without remuneration, conditioned upon discussion and/or approval as necessary from the Board, and 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 he uses his vacation or personal time.

18. **Termination.**

1. 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 mutually acceptable agreement;
- d. No Fault Termination by the Board;
- e. Discharge for Cause

2. 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 10 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 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.
- 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. This shall include, but not be limited to, failure to maintain certification, neglect of duty, materially significant breach of contract, insubordination, misconduct, or if the Superintendent shall conduct himself as to negatively reflect upon his position or upon the good name and reputation of the District so as to prevent him from properly performing the duties of his office.
- 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 his written request, before a independent hearing officer no known or clearly apparent conflicts of interest with the Superintendent, the Board, or the District, 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 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 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 his discharge from office, the Board, in its sole discretion, may immediately suspend the Superintendent with pay and benefits up to ninety (90) days. Moreover, if any act of the Superintendent serves to unduly delay a hearing, as determined by the hearing officer, 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 him during the period of such suspension. Upon being suspended for 90 days 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 when charges have been filed and a hearing is proceeding.

19. **Notice.**

Unless otherwise specified, all notices given under this Agreement shall be given in writing delivered as follows:

- a. To the Superintendent: Personally or by certified mail, return receipt requested, addressed to his residence on file with the District;
- b. To the Board: To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to his residence on file with the District, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested.
- c. When Effective: Notice given by mail shall be deemed given three (3) days after mailing (not counting the day mailed) regardless of date of actual receipt. Notice may be signed by the Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

14. **Severability.**

Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply

with law and all other provisions shall continue in full force and effect.

15. Miscellaneous.

A. **Savings Clause:** This Agreement is subject to all applicable laws, rules, regulations, decisions and any final and binding of the Commissioner of Education that may impact its terms. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

B. **Full Force:** This Agreement shall remain in full force and effect for the term noted herein and may not be otherwise terminated, modified or extended unless by an agreement, in writing, between the parties.

C. **Headings:** The paragraph headings contained in this Contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.

D. **Waiver:** In the event any term or condition of this Contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach

so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

E. **Governing Law:** This contract will be governed by and construed in accordance with the laws of the State of New York.

F. **Counterparts:** This Agreement may be executed in counterparts, each having the force and effect of an original.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the parties' consent to this Agreement is indicated by their signatures below:

FOR THE BOARD:


President: Cynthia Elliott

THE SUPERINTENDENT:


Dr. Carmine Peluso 12/22/22

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 sum
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

1. 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.
2. 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.
3. 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.
4. Report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. 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

1. Directly oversee the work of all central office administrative personnel.
2. 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.
3. 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.
4. Approve the vacation schedules for Administrative Personnel; and be personally responsible for all evaluations of Administrative Personnel.

c. Others

1. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants, contractors, and distinguished educators appointed by the Commissioner of Education.
2. Hold such meetings with teachers and other employees as are necessary for the discussion of matters concerning the improvement and welfare of the schools.
3. 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.

4. Consistent with and pursuant to applicable law the Superintendent shall cooperate fully with any distinguished educators or state monitor appointed by the Commissioner of Education. of the District.
5. 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.
6. 6. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.
7. 7. Perform all other duties assigned by the Board consistent with the office of Superintendent.