

OLEAN CITY SCHOOL DISTRICT
410 West Sullivan Street
Olean, NY 14760

The Special Meeting of the Board of Education of the City School District of Olean, NY was held on Tuesday, June 21, 2022, at 6:35 p.m., in person, YouTube, ZOOM in the auditorium at Olean High School, West Sullivan Street, Olean, NY. The meeting was called to order by Andrew Caya, President, with a moment of personal reflection or a silent prayer. The Board of Education recited Pledge of Allegiance to the Flag.

PRESENT:

Andrew Caya, President
Paul Hessney, Vice President
Julio Fuentes
Janine Fodor
Mary Hirsch-Schena
Ira Katzenstein - ZOOM
Kelly Keller
James Padlo

ABSENT:

STAFF PRESENT:

Karen Geelan, Interim Superintendent of Schools
Jenny Bilotta, Business Administrator
Aaron Wolfe, Director of Human Resources
Victoria L. Zaleski-Irizarry, District Clerk
Jen Mahar, Coordinator of State and Federal Aid Programs
Jen Kless, Coordinator of Curriculum and Instruction
Mike Martel, Director of Technology
Lauren Stuff, WW Principal
Jeff Andreano, OHS Principal
Kelly Andreano, Speech Language Pathologist
Angie Marconi, Teacher
Rachael Schreiber, Teacher
Michelle Robinson, Teacher
Lauren Caya, Teacher
Marie Rakus, Teacher
Alex Kruse, Teacher
Michelle Acierno, Teacher
Karen O'Dell, Autism Specialist

Others:

Kellen Quigley, OTH
Rychelle Weseman
Devine Leacock
Melissa Biddle
Genelle Morris and family

SPECIAL MEETING
TUESDAY, JUNE 21, 2022
PAGE 2

Moved by M. Hirsch-Schena, seconded by J. Fuentes, to approve the proposed Meeting Agenda.

Agenda Approval

Ayes 8

Nays 0

Motion Carried

Moved by M. Hirsch-Schena, seconded by J. Fuentes, BE IT RESOLVED, that the Board of Education of the Olean City School District hereby appoints Genelle Morris, as Superintendent of Schools for a term commencing July 11, 2022 and continuing through June 30, 2026, subject to the successful execution of the employment agreement by both parties; and

Dr. Genelle
Morris Appointed
Superintendent of
Schools

BE IT FURTHER RESOLVED that the Board of Education adopt and authorize as part of the term of appointment all those conditions set forth in the employment agreement with Genelle Morris; and

BE IT FURTHER RESOLVED that the President of the Board of Education is hereby authorized and directed to execute said employment agreement.

ROLL CALL VOTE:

Andrew Caya - yes
Paul Hessney - yes
Julio Fuentes - yes
Janine Fodor - yes
Mary Hirsch-Schena - yes
Ira Katzenstein – ZOOM - yes
Kelly Keller - yes
James Padlo - yes

Ayes 8

Nays 0

Motion Carried

Moved by P. Hessney, seconded by J. Fuentes, to adjourn from the Special Meeting and enter Executive session at 6:35 pm to discuss a personnel issue.

Executive
Session

Ayes 8

Nays 0

Motion Carried

Moved by P. Hessney, seconded by J. Fuentes, to adjourn from Executive Session and reconvene to the Special Meeting at 7:19 pm.

Reconvene to
Special Meeting

Ayes 8

Nays 0

Motion Carried

Moved by M. Hirsch-Schena, seconded by J. Fodor, to adjourn the meeting at 7:20 p.m.

Adjournment
of Meeting

Ayes 8

Nays 0

Motion Carried

Respectfully submitted,

Victoria L. Zaleski-Irizarry
District Clerk

Dated: June 23, 2022

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made this 15 day of June 2022, by and between **THE BOARD OF EDUCATION OF THE OLEAN CITY SCHOOL DISTRICT** (hereinafter, the "Board") and **GENELLE MORRIS, Ed.D.**, residing at [REDACTED] [REDACTED] (hereinafter, the "Superintendent").

WITNESSETH THAT

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the Olean 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; and

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 June 21, 2022, hereby confirms its offer to employ the Superintendent as the

Superintendent of Schools of the District upon the terms and conditions as 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.

3. Term of Employment.

a. The Superintendent's initial term of employment shall be for a four (4) year period commencing on July 11, 2022, and terminating on June 30, 2026, 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.

c. Beginning the 2022-2023 school year, and provided that during April of each school year the Superintendent shall have given written notice to each member of the Board of the contents of this paragraph, the Board will by specific action on or before June 30 of each school year of the Superintendent's employment hereunder consider extending the termination date of the Agreement. If the Board

decides to amend the term of the Agreement, it shall be in the form of a written Amendment to this Agreement and be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the Parties; shall not be considered that the Board and the Superintendent have entered in to a new Agreement, unless expressly stated in writing signed by both Parties hereto; and be effective through by a motion which shall be moved, seconded, and voted upon by the Board. Failure to take action by the Board will not result in an extension 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 Education Law and other applicable statutes, laws, rules decisions, and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, decisions, and/or regulations.
- b. Without limiting the foregoing, the Superintendent shall possess, the specific authority, right and responsibility to:
 - i. Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which best serves the District;

- ii. Make recommendations to the Board as a prerequisite to either the appointment or termination of employment of both instructional and non-instructional personnel;
 - iii. Supervise and direct all other administrators, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of District;
 - iv. Transfer teachers from one location to another or from one grade of a course of study to another grade in such course; and
 - v. With respect to their relationship to one another and the determination of their respective powers and duties, the Parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.
- c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided that such duties and responsibilities are consistent with those of a school superintendent.
- d. The Superintendent shall be notified of and have the right to attend all meetings of the board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any

portion of a meeting during which it is discussing her performance or salary.

- e. 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.

5. Referral of Complaints. The Board shall timely inform the Superintendent of any substantive issues or complaints regarding the Superintendent's performance of her duties that, in its collective judgment, the Board deems to be worth of such a referral.

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 her employment with the District. It is expressly understood that failure to hold and maintain such certificate shall result in immediate termination of this Agreement and the employment of the Superintendent. In the case of termination for failure to maintain proper certification, all benefits and salary under this Agreement shall cease immediately.

7. Compensation.

- a. The Superintendent's base salary for the twelve (12) month period from July 1, 2022 through June 30, 2023, shall be at the rate of One Hundred Ninety thousand dollars (\$190,000) per year, paid in equal installments in accordance with the procedures of the District and policies of the Board governing salary payment to other District

administrative employees. Such annual salary shall be pro-rated based on the Superintendent's start date.

- b. Compensation and Benefits Pro-rated. Should the employment of the Superintendent terminate on a date other than June 30 of any contract year, all compensation and benefits, direct or indirect, provided under the Agreement on an annual basis shall be pro-rated for that year based upon the number of complete months worked by the Superintendent as compared to 12 months, except for salary, which shall be pro-rated on a daily basis. This provision is applicable for all compensation and benefits provided under this Agreement, without regard to whether the provision governing each of them specifically addresses the subject of pro-rating.
- c. Upon completion of the Superintendent's annual performance evaluation, discussed below in paragraph "8," the Superintendent's base salary for the subsequent twelve (12) month period of employment shall be determined by the Board. This determination shall be made no later than the 30th day of May, 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.
- d. Before any increase in the Superintendent's base salary shall become binding, such increase must be expressed in the form of a

written amendment to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, or agreed to extend the then existing termination date of this Agreement, unless such is expressly stated in a writing and signed by both Parties thereto.

8. Performance Evaluation. The Board shall devote at least a portion of one meeting during April or May of each year of the Superintendent's employment by the District, or more often in its discretion, to an evaluation in executive session of her performance and her working relationship with the Board. The evaluation shall be based upon written criteria established by the Board in consultation with the Superintendent and signed by the Superintendent and the President of the Board. The Superintendent and the Board shall be provided with a copy of the completed evaluation contemporaneously. The content of the evaluation shall be kept confidential to the extent permitted 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.

- i. The District shall make available to the Superintendent Single or Family coverage, as the circumstances of the Superintendent warrant, through the Allegany/Cattaraugus Medical POS Plan. The District will pay 85% of the premium

cost for such coverage and the Superintendent shall be responsible for the remaining 15%.

- ii. The District will have the option of providing equal or better coverage than that specified above through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulation 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 the monthly premium for the applicable coverage while the Superintendent is on the District's active payroll.
- iii. Should the Superintendent choose not to participate in the district's health insurance program in any given school year, the Board will contribute \$3,825 in lieu of her participation in the health insurance program to the Superintendent's 403-b account. Such contribution will be pro-rated in the event of the Superintendent's participation in the district's health insurance program for a term of less than a full school year.
- iv. The District shall contribute Seven Thousand Dollars (\$7,000) each year of this Contract to an account designated by the

Superintendent pursuant to and consistent with the requirements of Section 403-b of the Internal Revenue Code.

- v. Dental Coverage. The District shall provide the Superintendent with information regarding supplemental dental insurance plans which the Superintendent may purchase, subject to the terms of those plans, upon the payment of the full premium amount for such coverage.

- b. Holidays. The Superintendent shall be entitled to take each of the following holidays which fall during her regular work schedule without loss of salary.

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

- c. Jury Duty. If the Superintendent is summoned to jury duty, she will be granted a paid leave of absence provided that, if the Board so requests, she cooperates in requesting that she 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.

d. Other Paid Time Off.

i. Sick Days.

1. On July 1, 2023 and each July 1 thereafter, the Superintendent shall be credited with twelve (12) sick leave days. Unused sick leave days may be accumulated by the Superintendent and carried forward into succeeding years, but may not exceed a total of two hundred twenty-five (225) such days. The Superintendent may use her sick leave days for the purposes and upon the conditions stated in the succeeding subparagraphs. Upon commencement of employment, the Superintendent shall be credited with a bank of 30 sick days for emergency personal use only.
2. The Superintendent may use sick leave days when she is unable to work because she has sustained an injury or she is ill.
3. The Superintendent may use up to fifteen (15) days of this sick leave entitlement in cases of serious illness or injury in her immediate family in any given fiscal year. As used in this subparagraph (3), "immediate family" is limited to the Superintendent's spouse, children, parent, brother,

sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the Superintendent's household.

- ii. Bereavement Leave. The Superintendent may use five (5) bereavement leave days per occasion for the purpose of attending the funeral of a member of her family and for the purpose of taking care of related matters. For the purposes of this subparagraph (ii), "family" is limited to the Superintendent's spouse, children, niece, nephew, parent, parent-in-law, brother, sister, grandparent and grandchild, or other person for whom she can demonstrate to the satisfaction of the Board she has direct responsibilities.
- iii. Personal Leave. The Superintendent may use up to five (5) paid personal leave days per year for:
 - 1. Personal business which cannot be conducted outside of school hours or on days when school is not in session; or
 - 2. matters of an emergency nature.

The Superintendent may take these personal days with full pay and without stating a specific reason beyond general categories noted above. The Superintendent shall give the Board or its designee at least one (1) days' notice of the need to use a personal leave day for one of these purposes, but this notice requirement need not be met

when the purpose for the leave is an emergency, in which case she shall give the Board as much notice as is reasonable under the circumstances. Unused personal days shall rollover into the Superintendent's sick bank.

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

e. Vacation Leave. At the commencement of her employment, the Superintendent shall be credited with twenty-five (25) paid vacation days. On July 1, 2023 and each July 1 thereafter, the Superintendent shall be credited with twenty-five (25) paid vacation days in addition to the holidays listed above in subparagraph "b" of this paragraph "9". A maximum of five (5) unused vacation days may be carried forward and used during subsequent years of employment except that the total number of vacation days available to the Superintendent in any year may not exceed thirty (30) such days. The Superintendent shall notify the Board President and Vice President prior to taking vacation leave hereunder. In the event that the Superintendent wishes to use vacation days during any period that school is in session from September through June, she shall notify the Board President and

Vice President at least 30 days in advance of the planned vacation where feasible. The Superintendent shall not use more than ten (10) consecutive vacation days during the period that school is in session without prior approval of the President and Vice President. In the event the Superintendent has unused, accumulated vacation leave at the end of any given year of her employment hereunder, or at the time of her separation from employment with the District, she may, at her option, be paid at that time for up to seven (7) days thereof at the rate of 1/240th of her then current annual salary.

- f. Other Leaves. The Board may authorize other leave, with or without pay, for the Superintendent after she has exhausted her vacation and sick leave days.

10. Professional Expense Reimbursement.

- a. The Superintendent is authorized to incur reasonable and necessary expenses in the discharge of her duties, including attendance at professional meetings and conferences at the local, state or national levels. Prior approval of the Board is required for attendance at national conferences. Such expenses will be paid by the District upon the presentation of the Superintendent of an itemized account of such expenditures, appropriate receipts and approval by the Board. The Superintendent shall be entitled to attend the NYSCOSS new superintendent program and participate in the LEAF Leadership Coaching program for at least her first year of service.

b. The Superintendent shall be entitled to reimbursement for annual dues for membership in the New York State Council of School Superintendents, the American Association of School Administrators, the County Association of Chief School Officers and other appropriate educational organizations with prior approval of the Board President.

c. Such expenses will be paid by the District upon presentation by the Superintendent of an itemized account of such expenditures, appropriate receipts and approval of the Board.

11. Transportation Expense. The Superintendent shall be reimbursed at the then current Internal Revenue Code rate upon submission of documentation for her mileage necessary to perform her official duties during her employment pursuant to this Agreement. No transportation reimbursement will be provided for the cost of commuting from the Superintendent's residence to the school district.

12. Moving Expenses. If the Superintendent establishes a residency within the District, the Board agrees to reimburse the Superintendent for half of her moving expenses associated with establishing a second residence up to a maximum of \$3,000. Such expenses shall not include any rental payments.

13. Cell Phone. The District shall provide the Superintendent with a stipend of one hundred and twenty dollars (\$120) per month for the Superintendent's use of her cell phone to conduct District business.

14. 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 her employment or under the direction of the Board.

15. 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 upon her prior notice to the Board, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, other professional duties, other employment obligations, and/or an elected or appointed office, with or without remuneration, just as long as in the Board's collective judgment such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

16. Disability. If, by reason of sickness or other disability or other cause beyond her control, the Superintendent shall be incapacitated from rendering the services required of her hereunder for a period of time extending beyond the Superintendent's accumulated sick leave entitlement, then in that event the Board in its sole discretion, may grant the

Superintendent an unpaid sick leave of absence for an additional sixty (60) days. If such disability continues beyond exhaustion of the Superintendent's accumulated sick leave entitlement and beyond the period of any extension the Board may grant pursuant to this paragraph 16, or if said disability is permanent, irreparable, or of such nature as to make the performance of her 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.

17. 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 any uninsured cost of such annual medical examination shall be paid by the Board.

18. 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.

Any such termination shall be governed by the following;

- a. Disability of the Superintendent. If, by reason of disability due to illness or other incapacitation, and consistent with paragraph 16 hereof, the Board may elect to terminate this Agreement, at which time all obligations of the Board to the Superintendent shall cease.
- b. 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.
- c. 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 sixty (60) days in advance of the effective date of such resignation. The Superintendent shall be obligated, in any event, to fully perform her duties up to the effective date of such resignation.
- d. 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.
- e. Discharge for Cause. The Board shall be entitled to discharge the Superintendent for cause. Cause shall constitute conduct which is

prejudicial to the District, including, but not limited to, the neglect by the Superintendent of her duties and responsibilities, incompetence, insubordination, inefficiency, misconduct, breach of contract, the commission of an immoral or criminal act, or other conduct that, in the sole and exclusive judgment of the Board, constitutes cause. In the event that the Board shall decide to discharge the Superintendent for cause, it shall do so in accordance with the following procedures:

- i. Charges against the Superintendent will be brought by the Board, and all such charges shall be in writing.
- ii. The Superintendent shall be entitled to fourteen (14) days in which to answer such charges and a fair hearing thereon, upon her written request to the District Clerk, before a hearing officer designated by the Board, in an Executive Session to be scheduled by the Board. The hearing officer selected by the Board shall be off the NYSED 3020-a list, PERB list, the American Arbitration Association list, or be an attorney who has served as a hearing officer who has not previously represented the district and who has experience in employment and education law.
- iii. Alternatively, the Superintendent may accept the statement of charges as grounds for termination and so advise the Board. Should the Superintendent elect not to respond to the charges as provided herein, her silence will be deemed to constitute

an acceptance of those charges as grounds for termination, effective immediately.

- iv. 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.
- v. 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 for up to one-hundred and twenty (120) days, and thereafter without pay and benefits with the understanding that if the said charges are subsequently dismissed, or if the Superintendent is ultimately successful in overturning a conviction of such charges, following exhaustion of all appeals available to both parties, the Board shall reimburse the Superintendent for all pay and benefits lost by her during the period of such suspension. Upon expiration of the 120 day period, the Superintendent may request a determination from the hearing officer whether such suspension shall continue with or without pay and benefits. If the hearing officer determines that any delay in bringing the hearing to a conclusion is solely the result

of the Board, then the hearing officer shall order the suspension to continue with pay and benefits. Further, upon being suspended 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 with which she 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.

IN WITNESS WHEREOF, the Parties hereto have signed their names on

the day and year first above written.

FOR THE BOARD

By Andrew Caya
President

Subscribed before me this
24 day of June, 2022.

[Signature]
Notary Public

VICTORIA L. ZALESKI
Notary Public, State of New York
No. 01ZA5035958
Qualified in Cattaraugus County
My Commission Expires 8/26/2023

THE SUPERINTENDENT

Genelle Morris
Dr. Genelle Morris, Superintendent

Subscribed before me this
15 day of June, 2022

[Signature]
Notary Public

KATELYNN JONES
Notary Public, State of New York
Qualified in Monroe County
Reg. No. 01JO6396833
My Commission Expires 8/26/2023