

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

The Regular Meeting of the Board of Education of the City School District of Olean, NY was held on Tuesday, December 13, 2022, at 6:34 p.m., in person Olean High School Board Room, 410 West Sullivan Street Olean, NY. The meeting was called to order by Mary Hirsch-Schena, President, with a moment of personal reflection or a silent prayer. The Board of Education recited Pledge of Allegiance to the Flag.

PRESENT: Mary Hirsch-Schena, President  
Julio Fuentes, Vice President  
Andrew Caya  
Daniel Farnham  
Lee Filbert  
Kelly Keller  
Ira Katzenstein  
James Padlo  
Rychelle Weseman

Excused:

PRESENT: Dr. Genelle Morris, Superintendent of Schools  
Jenny Bilotta, Business Administrator  
Victoria L. Zaleski-Irizarry, District Clerk  
Jen Mahar, Director of Special Programs  
Jen Kless, Director of Curriculum and Instruction  
Angie Marconi, Teacher  
Matt Perry, Teacher  
Marie Rakus, Teacher

Others: Kellen Quigley, OTH

Students: Emily Duncan  
Ishana Ramlall  
Mackenzie Malloy  
Hailee Zalwsky  
Chance Padlo

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Moved by L. Filbert, seconded by D. Farnham, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the agenda as presented.

Agenda Approved

Ayes 9

Nays 0

Motion Carried

Commendations/ Communications

Communications/  
Commendations

a. Our Model UN delegates represented Olean well last week at the Canisius conference. They competed against 28 other schools from the Buffalo area. Competing were Desiree Muir, Maya Belle, Lilli Khettry, Ruby Chahal, Emma Anastasia, Naomi Hill, and Alex Vogel.

Heartly Phipps and Rose Scordo received honorable mention in their council. Chance Padlo, Dylan DiRosa, David Ruszkowski, and Riti Anumalasetty received best delegate honors (highest award given) in their councils. Congratulations!

b. Athletics:

The Girls Cheer team finished as the Grand Champions in the UB Spirit Challenge, with the Modified Cheer team also taking 1<sup>st</sup> place.

In XC, Lucas Peterson-Volz finished 13<sup>th</sup> overall in Class C.

In Girls Swimming and Diving, Megan Jackson (Niagara University commit) is a Sectional Champion in both the 50 and 100 Free. Megan will now be competing in State competition on 11/17 and 11/18 where she is presently ranked 4<sup>th</sup> in the 50 and 3<sup>rd</sup> in the 100. The relay team of Tyyetta Herman, Anna Slavinski, Megan Jackson, and Emmalie Gehm finished 6<sup>th</sup> in the 200 Free relay and 8<sup>th</sup> in the 400 free relay. Tyyetta Herman, also finished 15<sup>th</sup> in the 50 Free.

Congratulations to our athletes and coaches!!

c. Congratulations to the following students who are award winners in the annual Friends of the Olean Public Library high school poetry contest: Shay Johnson-Graves, Scarlett Turner, David Ruszkowski, Tyler Camp, and Alexander Vogel.

d. Cattaraugus Gives - OCSD Foundation

We have the results from our Cattaraugus Gives Day event and exceeded our goal!

It took a lot of huskies to exceed our goal and reach an outcome of nearly \$11,000! There was an increase in faculty, alumni, and student participation. We even had donations from Wall of Honor recipients! Thank you to every single one of you who contributed to this event, which funds the activities in our schools!

e. Congratulations to Olean High School student, Lucas Brushingham, recipient of the Cattaraugus County Youth Bureau's Youth Citizenship Award.

Public Comments:

None

Public Comments

Board Report:

a. Policy Manual Audit underway

Board Report

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Superintendent Report:

- a. Poetry Out Loud – December 13<sup>th</sup> – amazing event; congratulations to Lily Schena – 1<sup>st</sup> place and Rose Scordo – 2<sup>nd</sup> place
- b. Fall Athletic Season updates – list of team accomplishments
- c. Computer based testing – NYSED is eliminating paper tests; will conduct a test simulator in January; teachers and students will take practice test; technology department working with BOCES; information will be shared with parents/guardians
- d. 2023-2024 Budget Development update presentation – Jenny Bilotta and Dr. Morris
- e. Fox in the Kitchen Intern – Jenny Bilotta

Superintendent Report

Committee Reports:

Curriculum Committee Meeting – November 3<sup>rd</sup>  
Operations Committee Meeting – November 7<sup>th</sup>  
Buildings and Grounds Committee Meetings – November 15<sup>th</sup> and December 6<sup>th</sup>  
Audit/Finance Committee Meeting – November 17<sup>th</sup>

Committee Reports

Discussion items:

Policy Review – 1<sup>st</sup> Reading  
1334 - Duties of the External Auditor  
1335 - Duties of the Claims Auditor  
1339 - Duties of the Internal Auditor (part of Policy 5600 Audit Committee)  
3210 - Visitors to School  
3271 - Use of School Materials and Equipment  
3280 - Use of School Facilities  
3281 - Use of Facilities by Boy Scouts of American and Patriotic Youth Groups  
3290 - Operations of Motor-Driven Vehicles on School Property  
5630- Facilities, Inspection, Operation and Maintenance  
5631 - Hazardous Waste and Handling of Toxic Substances  
5681 - School Safety Plan

Discussion Items

DEI Work Group – November 29<sup>th</sup> meeting update

District Engagement Committee – November 7<sup>th</sup> meeting update

Capital Project Update – turf field – soil contamination; remediation; bids came in much higher than anticipated; may require special vote March 14<sup>th</sup>

Moved by A. Caya, seconded by J. Padlo, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to adopt the following Consent Agenda items:

Consent Agenda

The November 8, 2022 Regular Board Meeting Minutes and the November 1, 2022 Special Board Meeting Minutes

The Treasurer's Reports dated October 31, 2022 and November 30, 2022, be accepted and placed on file.

The Warrant Report for October and November 2022 be accepted and placed on file.

The Internal Claims Auditor Exception Report for the period covering month ending October 31, 2022 and November 20, 2022, be accepted and placed on file.

That the CSE recommendations reviewed on December 13<sup>th</sup> be approved.

908001704	908003236	908002827	908003920	900458006
908003239	908001265	908000810	908001154	908002134

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908002826	908003994	908003236	083190000	908000655
092500003	092510024	908003326	908004027	908004686
908004447	908004202	908002265	908004707	908004798
908004801	908002530	908004184	908004565	908004524
900434139	908001479	908000813	082960007	908003943
908001972	900457861	90800495	908002403	908001825
908001584	900447294	908003287	908003565	100250007
092510018	900457841	900457921	908001597	900455881
083400004	908001482	908001917	900457624	908000573
908004499	908004500	908004067	908003218	908004558
908002416	908004818	908003305	908001604	908003958
900455709	908000870	908001425	908001412	908001630
908001610	908002450	908001737	908002548	908002312
908003360	900457542	908000604	908002096	908001551
908004830	908003973	908002125	908004525	908004290
908003779	100600000	908001133	908003249	908002763
908002278	908003996			

That the CPSE recommendations reviewed on December 13th be approved.

2022-2023

908004246	908004671	908004578	908004813	908004198
908004574	908004597	908004718	908004602	908004609
908004809	908004827	908004638	908004590	908004535
908004621	908004589			

2023-2024

908004809	908004827
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The November 30, 2022, Intra-fund Transfer listing in the amount of \$25,000.00 be accepted/approved and placed on file.

The list of substitutes be approved.

Ayes   9  

Nays   0  

Motion Carried

Moved by J. Fuentes, seconded by L. Filbert, to adjourn from the Regular Meeting and enter Executive session at 8:24 pm to discuss several personnel issues. Jenny Bilotta invited to attend for a portion of executive session.

Executive Session

Ayes   9  

Nays   0  

Motion Carried

Jim Padlo exited the meeting at 9:16 pm.

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Moved by I. Katzenstein, seconded by A. Caya, to adjourn from Executive Session and reconvene to the Regular Meeting at 9:40 pm.

Reconvene to  
Regular Meeting

Ayes 8

Nays 0

Motion Carried

Moved by L. Filbert, seconded by D. Farnham, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to amend the agenda to include a resolution to appoint the Assistant Superintendent, Business Administrator stipend, and resignation of Elaine Raymond; move Personnel item M (abolish HR Director Position) and N (Create Assistant Superintendent Position) to the beginning of New Business.

Amend the Agenda

Ayes 8

Nays 0

Motion

Moved by I. Katzenstein, seconded by L. Filbert, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to abolish the Director of Human Resources position effective immediately, due to change in title.

Director of Human  
Resources Position  
Abolished

Ayes 8

Nays 0

Motion

Moved by A. Caya, seconded by R. Weseman, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to create a 12-month Assistant Superintendent position effective immediately.

Create Assistant  
Superintendent  
Position

Ayes 8

Nays 0

Motion

Moved by J. Fuentes, seconded by L. Filbert, BE IT RESOLVED, that upon the recommendation of the Superintendent, the Board of Education hereby appoints Marlon Lee as the Assistant Superintendent for Academic Services, pursuant to the attached Contract of Employment effective January 17, 2023 through January 16, 2026, and authorizes and directs the Superintendent to execute the Contract on behalf of the District.

Marlon Lee  
Appointed Assistant  
Superintendent for  
Academic Services

Ayes 8

Nays 0

Motion

Moved by A. Caya, seconded by K. Keller, to approve a stipend for Jenny Bilotta in the amount of \$150 per day for additional duties performed as Director of HR between January 1, 2023, to January 16, 2023, or until further action is taken by the board.

Jenny Bilotta  
Stipend Approved

Ayes 8

Nays 0

Motion

Moved by L. Filbert, seconded by D. Farnham, BE IT RESOLVED, that upon the recommendation of the Superintendent, the Board of Education hereby accepts Elaine Raymond's letter of resignation effective January 4, 2022 and approves the terms of the agreement between Ms. Raymond and the District as presented to the Board.

Elaine Raymond  
Resignation  
Accepted

Ayes 8

Nays 0

Motion

Dan Farnham exited the meeting at 9:50 pm.

Moved by J. Fuentes, seconded by A. Caya, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to create the Mending Minds Club for the 2022-2023 school year.

Mending Minds Club  
Created

Ayes 7

Nays 0

Motion

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Moved by L. Filbert, seconded by K. Keller, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Memorandum of Agreement between the Olean City School District and the Olean Education Support Personnel Association regarding minimum wage.

OESPA MOA  
Regarding Minimum  
Wage Approved

Ayes 7

Nays 0

Motion

Moved by I. Katzenstein, seconded by A. Caya, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Keuka College Affiliation Agreement

Keuka College  
Affiliation Agreement  
Approved

Ayes 7

Nays 0

Motion

Moved by L. Filbert, seconded by K. Keller, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Liberty University Affiliation Agreement.

Liberty University  
Affiliation Agreement  
Approved

Ayes 7

Nays 0

Motion

Moved by A. Caya, seconded by J. Fuentes, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Fox in the Kitchen LLC Garden to Table Nutrition Affiliation Internship Agreement.

Fox in the Kitchen  
Internship  
Agreement  
Approved

Ayes 7

Nays 0

Motion

Moved by R. Weseman, seconded by L. Filbert, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the SUNY Fredonia Liberty Partnership Agreement.

SUNY Fredonia  
Liberty Partnership  
Agreement  
Approved

Ayes 7

Nays 0

Motion

Moved by A. Caya, seconded by J. Fuentes, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Memorandum of Understanding between the Olean City School District and SUNY Fredonia for the Science and Technology Entry Program (STEP).

SUNY Fredonia  
STEP MOU  
Approved

Ayes 7

Nays 0

Motion

Moved by A. Caya, seconded by K. Keller, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve Icar Simon, Thomas Lippert, Joshua Anderson, and Gavin Kulp as unpaid volunteer coaches (wrestling) and Noreen Cook (WW) for the 2022-2023 school year.

School Volunteers  
Approved

Ayes 7

Nays 0

Motion Carried

Moved by J. Fuentes, seconded by L. Filbert, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to create the following positions; funded through June 30, 2024 utilizing ARP funds.

Positions Created  
Utilizing ARP Funds

Certified Occupational Therapy Assistant  
Occupational Therapist  
School Counselor  
Social Worker

Ayes 7

Nays 0

Motion Carried

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Moved by A. Caya, seconded by R. Weseman, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Memorandum of Agreement between the Olean City School District and the Olean Education Support Personnel Association regarding Certified Occupational Therapy Assistant (COTA).

OESPA MOA  
Approved - COTA  
Position

Ayes 7

Nays 0

Motion Carried

Moved by L. Filbert, seconded by K. Keller, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to approve the Young + Wright Architectural Agreement for the East View Elementary School playground.

Young + Wright  
Architectural  
Agreement  
Approved

Ayes 7

Nays 0

Motion Carried

Moved by L. Filbert, seconded by K. Keller, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, to adopt the following SEQRA resolution:

SEQRA – East View  
Playground –  
Adopted

OLEAN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

Resolution Issuing SEQRA Negative Declaration for  
Proposed East View Elementary School Playground Project

WHEREAS, the City School District of the City of Olean ("Olean City School District" or "District") and its Board of Education (the "Board") propose to construct a new playground at East View Elementary School (the "Project"); and

WHEREAS, the District and its Board, as the lead agency, have undertaken an environmental review of this Unlisted action in accordance with State Environmental Quality Review Act ("SEQRA") regulations, and duly considered the proposed Project, the SEQRA Environmental Assessment Form, the criteria for determining whether the action will have a significant adverse impact on the environment as set forth in 6 N.Y.C.R.R. § 617.7(c) of the SEQRA regulations, and such other information deemed appropriate; and

WHEREAS, the District/Board identified the relevant areas of environmental concern, took a hard look at these areas, and made a reasoned elaboration of the basis for its determination;

NOW, THEREFORE, BE IT RESOLVED by the Olean City School District's Board of Education that:

1. The District/Board is the lead agency under SEQRA to review this Unlisted action, and the East View Elementary School Playground Project will not result in a significant adverse impact on the environment.
2. The attached Negative Declaration, incorporated herein by reference, is issued and adopted for the reasons stated in the attached Negative Declaration, and Parts 1, 2, and 3 of the Environmental Assessment Form are also incorporated herein by reference.
3. The Superintendent of the District is authorized to sign and file or have filed on behalf of the District/Board all documents necessary to comply with SEQRA.
4. This resolution is effective immediately.

Ayes 7

Nays 0

Motion Carried

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Personnel Action – Item A

Moved by A. Caya, seconded by I. Katzenstein, upon the recommendation of Dr. Genelle Morris, Superintendent of Schools, the Board of Education approves the Personnel Action Items listed in Personnel Item A.

Personnel Action  
Approved

Resignations:							
Last Name	First Name	Position	Effective				Comments
Cline	Vivienne	Food Service Helper	12/23/2022				
Cummings	Kathy	Food Service Helper	11/12/2022				
Marsfelder	Nicole	Teacher Aide - EV	11/22/2022				
Wada	Rintaro	Orchestra Teacher	12/23/2022				
Haynes	Joan	Keyboard Specialist - Community Schools	12/10/2022				
Wallace	James	Cleaner	12/6/2022				
Leave of Absence:							
Last Name	First Name	Position	Effective				Comments

Certified/Classified Appointments:							
Last Name	First Name	Position	Effective	Hours	Salary/Wages	Replacing	Certification Information
Washington	Nia	Teacher Aide	11/21/2022	5.75	\$14.35/hr	new Special Ed position at OHS pushing into Gen Ed with 15:1 students	non-conditional; probationary appt.
Levia	Heather	Teacher Aide	11/28/2022	5.75	\$14.35/hr	new 1:1 Special Education student	conditional; probationary appt.
Wilson	Susan	Food Service Helper	11/21/2022	5.75	\$13.50/hr	replacing Kathy Cummings	non-conditional; probationary appt.
Witter	Grace	Food Service Helper	11/28/2022	5.75	\$13.50/hr	replacing Vivienne Cline	non-conditional; probationary appt.
Cousins	Lisa	Substitute Nurse	11/28/2022	8	\$23.00/hr		
Lopez	Rachel	Probationary Teacher Aide	1/4/2023	5.75	\$14.35/hr	*Rachel was appointed effective 10/3/22 to a 3 hr. position; now increasing to 5.75 hr.	

Coaching and Extra-Curricular Appointments:							
Last Name	First Name	Position	Effective	Hours	Salary/Wages	Replacing	Certification Information
Burke	Jamie	8th Grade Co-Advisor	12/13/2022		Index = .025; \$518 (prorated 1/2 yr)	new class at OHS	



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Perry	Matt	8th Grade Co-Advisor	12/13/2022		Index = .025; \$518 (prorated 1/2 yr)	new class at OHS	
Fox	Karen	OIMS Allies Club Co-Advisor	2022-2023 school year		Index .015: \$314	new club	
Bess-Edwards	Amanda	OIMS Allies Club Co-Advisor	2022-2023 school year		Index .015: \$314	new club	
Kranz	Lisa	Mending Minds Club Advisor	2022-2023 school year		Index .015: \$628	new club	
Morey-Nasuta	Leslie	Girls Varsity Track Head Coach	22-23 Spring Season		Index .115 = \$4,760	Bob Ring	
Ksionzyk	Mike	Boys Varsity Track Coach	22-23 Spring Season		Index .060 = \$2,483	Dylan Shaw	

Ayes   6        Nays   0        Abstain   1   Motion  
J. Fuentes

Introduction of Newly Appointed Staff:  
Marlon Lee

Introduction of Newly Appointed Staff

Informational Items:

Informational Items

- Curriculum Committee Meeting - Thursday, January 5th at 4:00 pm
- District Engagement Committee - Monday, January 9th at 3:30 pm
- Operations Committee - Monday, January 9th at 4:30 pm
- Buildings and Grounds Committee - Tuesday, January 17th at 4:30 pm
- Board of Education Meeting – Tuesday, January 17, 2023 (was originally scheduled for January 14, 2023)
- Audit/Finance Committee - Thursday, January 19th at 4:00 pm
- DEI Work Group - Thursday, January 26th at 3:30 pm

Moved by J. Fuentes, seconded by L. Filbert, to adjourn from the Regular Meeting and enter Executive session at 10:03 pm to discuss personnel issues. Dr. Morris exited the meeting.

Executive Session

Ayes   7        Nays   0        Motion Carried

Moved by J. Fuentes, seconded by A. Caya, to adjourn from Executive Session and reconvene to the Regular Meeting at 10:45 pm.

Reconvene to Regular Meeting

Ayes   7        Nays   0        Motion Carried

Moved by R. Weseman, seconded by J. Fuentes, to adjourn from the Regular Meeting at 10:45 pm.

Adjournment

Ayes   7        Nays   0        Motion Carried

Respectfully submitted,

Victoria L. Zaleski-Irizarry  
District Clerk

December 14, 2022

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Sub List:

POSITION DESCRIPTION	EMPLOYEE NAME	CERTIFICATION/DEGREE	FINGERPRINT
NON-CERTIFIED			
SUBSTITUTE TEACHER			
SUBSTITUTE TEACHER	AUSTIN, CALEB	BACHELORS	YES
SUBSTITUTE TEACHER	CARUCCI, DOMENIC	BACHELORS	PENDING
SUBSTITUTE TEACHER	JONES, BEVERLY	BACHELORS	YES
SUBSTITUTE TEACHER	KOSTENBADER, EMMA	MASTERS	YES
SUBSTITUTE TEACHER	PATIL, ULKARANI	MASTERS	YES
SUBSTITUTE TEACHER	ROVITO, ANTHONY	BACHELORS	YES
SUBSTITUTE TEACHER AIDE			
SUBSTITUTE TEACHER AIDE	BUSHNELL, ALYSSA	n/a	YES
SUBSTITUTE TEACHER AIDE	PATIL, ULKARANI	n/a	YES
SUBSTITUTE TEACHER AIDE	PUTZKE, MARYELLEN	n/a	YES

**OLEAN CITY SCHOOL DISTRICT**  
**CONTRACT OF EMPLOYMENT**  
**FOR**  
**ASSISTANT SUPERINTENDENT FOR ACADEMIC SERVICES**

This Agreement is made effective as of January 17, 2023 by and between the Board of Education ("Board") of the Olean City School District (hereinafter the "District") and Marlon Lee (hereinafter "Mr. Lee").

**WHEREAS**, the Board desires to employ Mr. Lee as the Assistant Superintendent for Academic Services upon the terms and conditions set forth herein; and

**WHEREAS**, Mr. Lee has accepted said offer of employment; and

**WHEREAS**, the Board and Mr. Lee 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 Mr. Lee's employment by the District.

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth and other good and valuable consideration, and in accordance with a Board Resolution dated December 13, 2022, the following terms and conditions of employment for Assistant Superintendent for Academic Services, Marlon Lee, will become effective as of January 17, 2023, and shall remain in effect until otherwise altered by Board action.

1. Appointment. In accordance with a Board Resolution dated December 13, 2022, and in accordance with the applicable provisions of the New York State Education Law, the Board of Education (the "Board") appointed Marlon Lee ("Mr. Lee") as the District's Assistant Superintendent for Academic Services upon the terms and conditions set forth in this Agreement.
2. Term of Employment.
  - a. The Assistant Superintendent's initial term of employment shall be for a three (3) year period commencing on January 17, 2023, and terminating on January 16, 2026, unless further extended or sooner terminated as hereinafter provided.
  - b. Any extension of the term of the Assistant 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 District and the Assistant Superintendent have entered into a new Agreement, unless expressly stated in a writing signed by both Parties hereto.

3. Duties and Responsibilities. The duties and responsibilities of the Assistant Superintendent for Academic Services (hereinafter “Assistant Superintendent”) shall be as defined in the Job Description attached hereto as “Attachment 1,” and other duties as assigned by the Superintendent.
4. Referral of Complaints. The Superintendent will promptly refer to the Assistant Superintendent any criticism, complaint, or suggestion regarding his performance that in the Superintendent’s judgment is deserving of such referral.
5. Certification. Mr. Lee shall maintain New York State certification to serve as the District’s Assistant Superintendent during his employment with the District. Should Mr. Lee’s certification become suspended or revoked or should Mr. Lee become disqualified by operation of law to so act as an Assistant Superintendent, his employment will automatically terminate.
6. Compensation.
  - a. Mr. Lee’s salary will be paid in equal installments in accordance with the District’s payroll practices. Effective January 17, 2023, Mr. Lee’s annual salary (covering the period from July 1, 2022-June 30, 2023) shall be One Hundred Twenty-Two Thousand and Five Hundred Dollars (\$122,500), pro-rated for the period from his start date (January 17, 2023) through June 30, 2023. Effective July 1, 2023, Mr. Lee’s base salary will be increased 3.3%. Effective July 1, 2024, Mr. Lee’s base salary will be increased 3.3%. Effective July 1, 2025, Mr. Lee’s base salary will be increased 3.3%.
  - b. Longevity Stipend. The District will pay Mr. Lee annual longevity stipends, beginning after he completes four years of service in the District. Such stipends shall be paid in the first pay period in July following completion of his 4<sup>th</sup> year of service (*i.e.*, beginning in July 2027).  
The longevity stipend amounts are as follows:

Longevity: Upon completion of	
4 – 9 years	\$7,260
10 – 14 years	\$9,735
15 – 20 years	\$10,035
20 – 24 years	\$10,235
25 years	\$10,535

Should the Assistant Superintendent retire or resign during one of the foregoing periods of service, the longevity stipend will be prorated based on the number of months worked by the Assistant Superintendent within the final year of his service to the District.

- c. Tenure Adjustment. Contingent upon the Board awarding tenure, Mr. Lee will receive a one-time increase to his base salary of Five Hundred Dollars (\$500).
- d. Doctoral Stipend. Should Mr. Lee obtain his doctoral degree, he shall receive a one-time increase to his base salary of Seven Thousand Dollars (\$7,000).

7. Other Benefits.

a. Health Insurance.

- i. The District shall make available to the Assistant Superintendent single or family coverage, as Mr. Lee's circumstances warrant, under the District's health insurance program.
- ii. The operation of the health insurance coverage referred to herein will be governed in every respect by the regulation of the carriers and the provisions of the subscriber's contract. The District's sole responsibilities with respect to the operation of such coverage will be to (a) keep the insurance or self-insurance in force, (b) provide necessary data on reasonable request, and (c) pay eighty-five percent (85%) of the monthly premium for the applicable coverage while Mr. Lee is on the District's active payroll.
- iii. Should the Assistant Superintendent not participate in the District's health insurance program in any given school year and submit proof of coverage elsewhere to the Superintendent, he will be provided a \$3,000 insurance

buyout (pro-rated) to be paid the last pay period in June in lieu of his participation in the District's health insurance program.

- iv. The District shall contribute Four Thousand Three Hundred Dollars (\$4,300) each year of this Contract to an account designated by the Assistant Superintendent pursuant to and consistent with the requirements of Section 403-b of the Internal Revenue Code.

b. Tuition Reimbursement. Mr. Lee shall be reimbursed for the actual cost of tuition for graduate courses taken during his employment with the District according to the following eligibility rules:

- i. Must be in a field directly and substantially related to the Assistant Superintendent's current work for the District or to work which the District desires him to perform in the future;
- ii. Must be approved by the Board on recommendation of the Superintendent;
- iii. Reimbursement will not be granted for more than nine (9) credit hours taken during any fiscal year;
- iv. Reimbursement will not be made until documentary evidence has been provided to the Superintendent's office showing (i) satisfactory completion of the course (B or better or Pass if Pass/Fail) and (ii) the amount paid by Mr. Lee for the course; and
- v. Tuition reimbursement will be made to the Assistant Superintendent within thirty (30) days of the Superintendent's receipt of the required documentary evidence.

c. Sick Bank. (Shown below as "Article I – Covered Employees" and "Article II – Terms of Sick Leave Bank")

Article I – Covered Employees

The establishment of a Voluntary Sick Bank will remain in effect until otherwise altered by board resolution, and are applicable to the following positions so long as included in their individual terms and conditions of employment, or employment contract (as applicable):

- Assistant Superintendent for Academic Services
- Business Administrator

- Superintendent

The Board of Education has the unilateral and sole authority to alter the terms of the Sick Bank (including abolishment thereof). Such change will be provided in writing to the persons employed in the titles listed herein prior to becoming effective.

#### Article II – Terms of Sick Leave Bank

The District will maintain a Sick Bank for the persons employed in the titles listed in Article I, above.

- A. The Assistant Superintendent may voluntarily become a member of the Sick Bank provided he does so by no later than the end of business February 15, 2023, or during the Bank's open enrollment, which is from July 1 until July 10 of each year. The employee must donate five (5) sick days to join the Bank. The employee may withdraw from membership in the Bank by submitting written notice to the Superintendent (or if it is the Superintendent withdrawing membership, then written notice is to be submitted to the Business Administrator) during the open enrollment period (July 1 – 10).
- B. Each member will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each member's accumulated sick leave. Members of the Sick Bank who retire from the District under the rules of the New York State Retirement System may donate up to sixty (60) accumulated, unused sick days to the Sick Bank provided the Sick Bank has less than one hundred (100) days, and the Sick Bank member provides thirty (30) days' written notice to the Business Office of his/her desire to donate sick leave days.
- C. The maximum number of days accumulated in the Bank cannot exceed one hundred (100). By July 1<sup>st</sup> of each school year, the employees who participate in the Sick Bank will agree upon the number of days to be contributed by each member (majority vote rules) for that school year. Should the employees not come to an agreement (i.e., there is a tied vote)

one (1) day will be donated by each member. These days will be in multiples of one-half ( $\frac{1}{2}$ ) days.

- D. The Assistant Superintendent may use days from the sick leave bank for serious personal illness, upon submission of documentation from a physician, after his/her accumulated sick leave time has been exhausted and all vacation time has been used. The maximum number of days which a member may draw from the Bank in each school year may not exceed fifty (50), provided there is a Bank balance of usable days to allow this.

- d. Tax Sheltered Annuity. The Assistant Superintendent shall be entitled to participate in any District tax sheltered annuity program. The Assistant Superintendent's contributions or changes in the rate of his contributions to any such annuity will be in accordance with District Plan Rules and with all laws and regulations applicable to such programs.

- e. Vacation.

- i. At the commencement of his employment, the Assistant Superintendent will be granted twelve and one-half (12.5) vacation days without loss of pay. On July 1 of each year of employment with the District, the Assistant Superintendent will be granted twenty-five (25) vacation days without loss of pay. Vacation days may be taken in half-day or full day increments, as needed.
- ii. The Assistant Superintendent shall be entitled to carry over up to five (5) vacation days from one year to the next and/or may elect to be paid for up to seven (7) days per year at the rate of  $\frac{1}{240}^{\text{th}}$  of his salary. In any event, the total number of vacation days available in a given year will not exceed thirty (30) days. Any days not used in the above manner(s) shall be forfeited.
- iii. The Assistant Superintendent shall notify the Superintendent of any planned vacation days. The Assistant Superintendent shall not take in excess of ten (10) consecutive days of vacation without the prior approval of the Superintendent.



- iv. Upon the Assistant Superintendent's resignation from service to the District, he will be entitled to be paid for up to ten (10) days (inclusive of the seven (7) days set forth in paragraph (f)(ii), above) of accrued, unused vacation at the rate of 1/240<sup>th</sup> of his then-current annual base salary.
- f. Holidays. The Assistant Superintendent will be entitled to take each of the following holidays that fall during his regular work schedule without loss of salary:
- New Year's Day
  - Martin Luther King Day
  - President's Day
  - Good Friday
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veteran's Day
  - Thanksgiving Day
  - Day After Thanksgiving
  - Christmas Eve
  - Christmas Day
  - Last Working Day before New Year's Day

When a holiday falls on a Saturday, the day to be observed as the holiday will be Friday. When a holiday falls on a Sunday, the day to be observed as the holiday will be Monday. Upon an emergency request by the Superintendent, however, Mr. Lee will report for work on any of the above holidays.

- g. Personal Leave. At the commencement of his employment, the Assistant Superintendent will be granted two and one-half (2.5) personal days. On July 1 of each year of employment with the District, the Assistant Superintendent will be credited with five (5) personal leave days (to be taken in half day increments if needed). Personal Leave may be used for personal business that cannot be conducted outside of school hours or on days when school is not in session.
- i. The Assistant Superintendent shall provide the Superintendent at least two (2) days' notice in writing 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 he shall give the Superintendent as much notice as is reasonable under the circumstances.

- ii. Any of the five (5) personal leave days that are unused at the conclusion of a given year will be added to Mr. Lee's accumulated sick leave at the beginning of the next fiscal year.

h. Sick Leave.

- i. At the commencement of his employment, the Assistant Superintendent will be granted seven and one-half (7.5) sick leave days. On July 1 of each year of employment with the District, the Assistant Superintendent shall be credited with fifteen (15) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but the total accumulation may not exceed two hundred (200).
- ii. The Assistant Superintendent may use sick leave days for personal injury or illness. The Assistant Superintendent may use up to fifteen (15) sick leave days in any given year to care for a member of his immediate family who is ill or injured. For purposes of sick leave, "immediate family" includes only the Assistant Superintendent's spouse/domestic partner, child, parent, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent, parent-in-law, or other persons who reside permanently in his household.
- iii. Sick Day Sell Back. The Assistant Superintendent may sell back up to seven (7) sick days a year at One Hundred Seventy-Five Dollars (\$175) per day provided the Assistant Superintendent has at least 25 sick days accumulated at the time of conversion. The payment will be made in the final pay period in June or in the last pay cycle upon resignation from the District.
- iv. The Assistant Superintendent shall not be entitled to payment for any accrued, unused sick leave (other than as set forth in paragraph (h)(iii), above) at the time of his cessation of employment from the District.

- i. Bereavement Leave. The Assistant Superintendent may use up to five (5) days of bereavement leave per occasion for the purpose of attending the funeral of a member of his immediate family and related matters. For purposes of bereavement leave, “immediate family” includes only the Assistant Superintendent’s spouse/domestic partner, child, parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or other person for whom he can demonstrate to the satisfaction of the Superintendent direct responsibility.
- j. Jury Duty. Upon being required to serve on a jury, the Assistant Superintendent shall be allowed to do so without loss of salary provided that he meets each of the following conditions:
  - i. He notifies the Superintendent not later than the first work day after the day he receives the summons to jury duty;
  - ii. He cooperates with the District, if necessary, in the judgment of the Superintendent, in seeking to have such duty delayed to a time more convenient to the District; and
  - iii. He reports for duty on any work days or parts of work days during which he is not actually required to serve.
- k. Summer Hours. During the period from July 1 through August 31 of a school year, to the extent deemed practicable by the Superintendent, the weekly hours of work for the Assistant Superintendent will be limited to thirty-two (32).
- l. Emergency Days. The Superintendent has the authority to grant an administrator one (1) or two (2) emergency days per year for unforeseen events. The decision of the Superintendent is final.
- m. School District Closure. On days of emergency closures due to weather or otherwise, the Assistant Superintendent will report to work no later than 10:30 a.m. unless otherwise directed to report at an earlier time by the Superintendent or designee.
- n. Cellular Telephone. The District will provide the Assistant Superintendent a One Hundred Twenty Dollar (\$120) stipend per month toward the cost of operating and maintaining a cellular telephone for conducting District business.
- o. Professional Dues. The District will pay for the Assistant Superintendent’s annual dues for his membership to the New York State Council of School Superintendents,

and other professional organizations with prior approval by the Superintendent on an annual basis.

- p. Mileage Reimbursement. If the Assistant Superintendent (with the approval of the Superintendent) uses his personal automobile while traveling on District business, he will be reimbursed for such travel at the then-current rate established by the District.
  - q. Professional Expense Reimbursement. Upon submission of proper receipts, the Assistant Superintendent is authorized to incur reasonable and necessary expenses for attendance at professional meetings and conferences as approved by the Superintendent in accordance with the Policy of the District's Board of Education.
  - r. Notice of Reduction or Elimination of Position. In the event the Board intends to abolish the position of Assistant Superintendent, the Board will provide the Assistant Superintendent notice thereof at least six (6) months in advance of the effective date of such abolition. In the event such notice is not given by the Board, but the position is nonetheless abolished, the District will pay the Assistant Superintendent the salary he would have received for the period of time between the date of his actually being notified of the abolition and the date on which he should have been notified in accordance with this paragraph. Should Mr. Lee be appointed to or employed in a substantially similar position during the time the District otherwise would have been obligated to pay him hereunder, the District's said obligation shall cease upon the first day of such subsequent employment.
8. Other Work. The Assistant Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties to the District during the term of his employment; provided, however, that the Assistant Superintendent, upon prior and continuing approval of the Superintendent, may undertake other employment, including consultant work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without remuneration.
9. Physical Examination. The Assistant Superintendent will undergo a comprehensive medical examination once each year. The report of the Assistant Superintendent's physical condition from the examining physician will be filed with the District Clerk. Such report will be treated as confidential information. The District will pay the cost of the examination to the extent it is not covered by insurance.

10. Performance Evaluation. The Superintendent will prepare and review with the Assistant Superintendent a written evaluation of his overall performance no later than June 30<sup>th</sup> of each year.

11. Termination. This Agreement may be terminated under the following circumstances:

- a. Lack of Certification
- b. Written resignation of the Assistant Superintendent;
- c. Disability of the Assistant Superintendent;
- d. Termination by agreement; and
- e. Discharge for cause.

Any such termination shall be governed by the following:

- a. Lack of Certification. Consistent with paragraph 5 hereof, the Assistant Superintendent's employment and this Agreement shall terminate automatically if the Assistant Superintendent at any time does not have a valid certificate to act as an assistant superintendent in New York State.
- b. Written Resignation of the Assistant Superintendent. The Assistant Superintendent may, at his option, resign from his employment by the District upon giving written notice of such resignation to the Superintendent and President of the Board at least sixty (60) days in advance of the effective date of such resignation. The Assistant Superintendent shall be obligated to fully perform his duties up to the effective date of such resignation, unless the Superintendent or Board President otherwise directs the Assistant Superintendent, in writing, to cease performing such duties.
- c. Disability of the Assistant Superintendent. If, by reason of disability due to illness or other incapacitation extending beyond the Assistant Superintendent's accumulated sick leave entitlement, the Board of Education may grant the Assistant Superintendent an unpaid sick leave of absence for an additional sixty (60) days. If such disability continues beyond exhaustion of the Assistant Superintendent's accumulated sick leave entitlement and beyond the period of any extension the Board may grant, or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible, as determined by

the Board, the Board may, at its option, terminate this Agreement, at which time all of the respective duties, rights and obligations hereof shall terminate.

- d. Termination by Agreement between Assistant 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. Throughout the term of this agreement, the Assistant Superintendent shall be subject to disciplinary action or discharge for just cause. Just cause shall be defined as:

- i. Insubordination.
- ii. Conduct unbecoming a prudent and reasonable Assistant Superintendent in Western New York.
- iii. Acts of moral turpitude.
- iv. Neglect of duty.
- v. Such other reason as may be deemed by the Superintendent and/or Board.

All disciplinary action, whether resulting in discharge or not, against the Assistant Superintendent shall be made in accordance with the following procedures:

- i. All charges against the Assistant Superintendent will be brought by the Board and shall be in writing in sufficient detail to afford the Assistant Superintendent a reasonable opportunity to respond.
- ii. Such charges shall be given to the Assistant Superintendent at least thirty (30) days prior to any official Board action.
- iii. The Assistant Superintendent shall be entitled to answer such charges in writing and to request a hearing thereon before an independent arbitrator mutually selected and compensated by the equally by the parties. Such arbitrator's decision shall be advisory only and all final determinations shall rest with the Board.
- iv. During any hearing concerning such charges, the Assistant Superintendent shall be entitled to be represented by legal counsel (at

his personal expense); to require the appearance of and to present, examine and cross-examine witnesses under oath, including employees of the District and members of the Board; to require the production of records, documents, papers and other tangible evidence under the control of the District and others; to submit and have received in evidence records, documents, papers and other tangible items; and to be provided a copy of the transcript of the proceedings (at his personal expense).

- v. The appeal of such a determination of the Board shall be either to the Commissioner of Education pursuant to the Education Law or to the judiciary pursuant to the laws of the State of New York.
- vi. Notwithstanding the foregoing, in the event charges are so served upon the Assistant Superintendent by the Board seeking his termination, the Board may immediately suspend the Assistant Superintendent with pay. During any period of suspension with pay, the Board may assign the Assistant Superintendent to such other duties which are consistent with his qualifications and training.

12. Modifications of Terms and Conditions. The terms and conditions set forth herein shall remain in effect until otherwise altered by Board Resolution.

*These terms and conditions of employment were authorized by Board Resolution dated December 13, 2022*

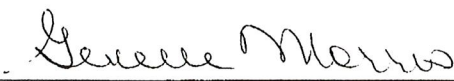
#### **ACKNOWLEDGEMENTS**



*Marlon Lee*  
*Assistant Superintendent for Academic Services*

12-14-22

*Date*



*Dr. Genelle Morris*  
*Superintendent*

12-14-22

*Date*

## **EXHIBIT A**

### **JOB DESCRIPTION: ASSISTANT SUPERINTENDENT FOR ACADEMIC SERVICES**



## **Olean City School District Assistant Superintendent**

**JOB TITLE:** Assistant Superintendent  
**REPORTS TO:** Superintendent of Schools  
**SUPERVISES:** Building/District administrators

### **NATURE AND SCOPE OF JOB:**

The Assistant Superintendent for Academic Services assists the Superintendent in providing educational leadership for the District and in managing the District policies, regulations, and procedures that directly impact students, the learning, social, emotional, and academic programs to ensure that all students have a supportive learning environment that meets the approved curricula and mission of the school and district. Achieving academic excellence requires that the Assistant Superintendent of Academic Services supervises staff and works collaboratively to direct and nurture all members of the school staff hired by the Board of Education. The academic component of the district falls under the supervision of the Assistant Superintendent, where it is essential to communicate the academic goals and objectives of the district effectively with staff, students, parents, colleagues, and the community at large. Inherent in the position are responsibilities of human resources, supporting general and special education academic services, scheduling, and personnel management. This role will also direct planning, implementing, directing, and maintaining the district's instructional personnel services; serve as a resource and maintain staffing to ensure that personnel functions conform to the district, state, and federal requirements.

### **QUALIFICATIONS AND CREDENTIALS:**

1. Possess appropriate New York State Education Department certification as a School District Leader or other commensurate and appropriate certification.
2. Leadership ability in PK-12 school administration, instructional strategies, assessment, curriculum development, professional development, grant management, program evaluation and improvement, supervision and evaluation, and technology.
3. Command and comfort in assuming the role of Instructional Leader within the district.
4. Extensive knowledge of NYS and Common Core Learning Standards for PK-12 age students.
5. Ability to effectively communicate using multiple modalities, including oral, print, social media, and electronic, to all constituent groups.
6. Understand the academic, social/emotional, developmental, and cultural needs of adolescent learners in a secondary school setting.
7. Understand the academic, social/emotional, developmental, and cultural needs of primary and intermediate-aged learners with extensive literacy skills.
8. Display exceptional advocacy skills that promote learning, achievement, and instructional exploration, creativity, curiosity, and rigor.

9. Possess successful documented building and district-based leadership experiences and aptitude.

**JOB GOALS:**

1. Assist the Superintendent in all matters as defined by the Superintendent, and act in the absence of the Superintendent.
2. Provide academic leadership and supervision to create, maintain, and enhance excellence, scholarly opportunities, and achievement for all students.
3. Provide support and assistance to staff in the respective buildings, grade levels, and departments in the following domains:
  - a. Leadership and Administration
  - b. Academics
  - c. Special Education
  - d. Personnel
  - e. School-Community Engagement

**JOB FUNCTIONS AND RESPONSIBILITIES:**

- Acts as the direct supervisor of building and district-based (directors) administrative staff as warranted and directed by the Superintendent.
- Supervises the effective and efficient implementation of the district's academic programs ensuring compliance with local, state, and federal regulations and the provisions of the district's collective bargaining agreements.
- Assumes responsibility for the development of annual goals and action planning for the teaching and instructional program.
- Assists in the creation of all reports, records, and other paperwork as required by the New York State Education Department and the federal government or paperwork that may be appropriate to the district's administration.
- Keeps the Superintendent informed and works cooperatively with all other administrators in school and district-related matters.
- Leads appropriate professional meetings and committees.
- Establishes and maintains efficient administrative procedures to support the teaching and learning functions of the district.
- Performs other leadership and administrative duties and assumes such other responsibilities as may be assigned by the Superintendent.
- Serves as a Lead Evaluator.
- Assists the implementation of curriculum aligned with state frameworks, student and teacher performance objectives, curriculum standards, and proficiencies in all subject areas.
- Assists in the development, evaluation, and revision of curriculum and instruction and the implementation of approved programs as well as curriculum among and between the grades.
- Oversees the evaluation of instructional materials, including textbooks, digital resources, library/media acquisitions, and other instructional materials.

- Provides leadership in developing plans for instructional research, piloting studies for curriculum, instruction, and technology, and considering new courses of study.
- Maintains a high level of competence in the field of education, remaining current in issues related to areas of responsibility.
- Maintains a high level of personal integrity and a strong work ethic.
- Administers negotiated collective bargaining agreements;
- Negotiates collective bargaining agreements with employee organizations representing administrators, teachers, and other certified personnel.
- Assures compliance with laws and rules administered by the local Civil Service Agency;
- Supervises the recruitment, retention, and development of the highest-quality personnel
- Interviews applicants for teaching and support staff positions and conducts reference checks in order to recommend hiring and job assignments;
- Supervises the preparation and maintenance of personnel files for personnel; Ensures compliance with federal and state agencies relating to fair employment practices such as the American with Disabilities Act, the Family Medical Leave Act, and Worker's Compensation;
- Monitors compliance with district employee attendance policies and procedures by ensuring consistent recording and reporting of employee attendance;
- Advises administrators and supervisors in matters concerning employee problems and/or complaints; provides technical assistance and coordinates follow-up activities on employee relations problems such as law enforcement matters, arrests/convictions, unsatisfactory service, and discipline;
- Investigates employee grievances, allegations of employee misconduct and incompetence in order to frame management positions based on facts observed;
- Works in partnership with the school attorneys and/or BOCES Labor Relations Specialist with the preparation of formal charges in disciplinary matters and negotiates settlements;
- Studies legislation, case law, arbitration, and PERB decisions to keep abreast of developments in the field of personnel and labor relations in order that adoption in policies or procedures may be promptly initiated and effectively executed;
- Confers with Labor Relations Specialists to monitor progress, and provide counsel in relation to collective bargaining, contract administration, and issues involving employment and labor relations;
- Reviews qualifications of teachers and administrators to assure compliance with the Commissioner of Education's certification and qualification requirements; Acting as Regional Certification Officer to track and report all professional development hours for professional certificates;
- Serves as the District Title IX Officer;

- Oversight and management of District Substitute process and substitute reimbursement; ▪ Employment verification oversight; ▪ Prepares and provides statistical reports; ▪ Serves as liaison with the payroll department;
- Assists with projection of yearly staffing needs;
- Assists with the preparation and drafting of the District's annual budget development as well as ancillary state federal, and local financial reports;
- Directs the processing of fingerprints and review of criminal convictions to ensure that no new employee has criminal conviction that would prohibit the employee from working with students;
- Participates in internal board committees as requested;
- Develops, interprets, and evaluates personnel policies and procedures;
- Assists with the coordination of the employee evaluation process
- Assists with the continuing development and refinement of evaluation procedures for personnel;
- Coordinates yearly orientation sessions for new employees;
- Serves as the Medicaid Compliance Officer
- Prepares Staff Data Reports for Chief Information Officer;