

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is made this 24th day of August, 2015, by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF BUFFALO, with offices located at 801 City Hall, Buffalo, New York (hereinafter, the "Board") and Dr. Kriner Cash (hereinafter, the "Superintendent" or "Dr. Cash").

WITNESSETH THAT :

WHEREAS, the Board has offered to employ the Superintendent as the Chief Education and Executive Officer of the City School District of the City of Buffalo (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 hereby 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 August 18, 2015, hereby confirms its offer to employ Kriner Cash as the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent. The Superintendent hereby confirms his acceptance of the said offer of employment and agrees to perform, on a full-time basis and to the best of his ability, the duties of such position. "Full-time" describes the number of hours and days in each week necessary for one to perform all the duties of the position of Superintendent of Schools for the District in a professional and competent manner.

3. Term of Employment.

a. The Superintendent's initial term of employment shall be for a four (4) year period commencing on August 24, 2015, and terminating on August 23, 2019, unless further extended or sooner terminated as hereinafter provided.

b. Provided that, by March 1, 2017, the Superintendent shall have given specific, personal, written notice to each of the members of the Board of the contents of this paragraph, the Board may by specific action, on or before June 30, 2017, consider extending the termination date of this Agreement. If the Board does not act by

June 30, 2017, pursuant to said notice, to otherwise extend this Agreement, this Agreement will automatically be deemed extended for one additional year.

- c. Other than as described in subparagraph b of this paragraph 3, any extension of the term of the Superintendent's employment shall be in the form of a written Amendment to this Agreement, shall be upon the same terms and conditions as herein set forth unless otherwise agreed to in writing by the parties; and it shall not be considered that the Board and the Superintendent have entered into a new Agreement unless expressly stated in a writing signed by both parties hereto.

4. Superintendent's Duties and Responsibilities.

- a. The Superintendent shall be the Chief Educational and Chief Executive Officer of the District and shall perform all the duties of and possess all the authority now or hereafter granted to a Superintendent of Schools under the provisions of the said Education Law or those of any other statute of the State of New York, or under the provisions of any Rule of the New York State Board of Regents, or under the provisions of the Regulations or decisions of the Commissioner of Education of the State of New York.

- b. Without limiting the foregoing, the Superintendent shall possess the specific authority, rights and responsibilities contained in the Job Description appended to, made a part of this Agreement and marked as "Attachment 1."
- c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent which are not inconsistent with the position, but will not reassign the Superintendent to any other position within the District without his express written consent.
- d. The Superintendent will cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Education Law Section 211-c.

5. Board/Superintendent Communications.

- a. By September 30, 2015, the Superintendent will recommend to the Board a process and procedures by which they will communicate and the Board and the Superintendent will meet to discuss the process and procedures by which they will communicate. In addition, the Board shall provide the Superintendent periodic opportunities to discuss Superintendent/Board relations and Board expectations.

- b. The Board will promptly refer to the Superintendent in writing any criticism, complaint or suggestion which in its collective judgment is deserving of such referral for his study and recommendation regarding the administration of the District or the Superintendent's performance of his duties. In addition, individual members of the Board, unless specifically authorized by official action of the Board, shall not give direction to the Superintendent or any District employee for whom the Superintendent is accountable, regarding the management of the District or the solution of specific problems. Further, individual members of the Board shall refer all personnel appeals, complaints, and other communications concerning the administration or management of the District to the Superintendent.

6. Certification. The Superintendent shall be certified in accordance with the Education Law as a condition of employment, and the effectiveness and enforceability of this Contract of Employment is specifically contingent on Dr. Cash receiving required certification prior to commencing his duties as Superintendent.

7. Compensation.

- a. The Superintendent's base salary for the twelve (12) month period from August 24, 2015 to August 23, 2016 shall be at the rate of Two Hundred Seventy Five Thousand Dollars (\$275,000) 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.

b. The Superintendent's base salary for each subsequent twelve (12) month period of employment shall be determined by the Board no later than the 30th day of June in each year; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received by him during the preceding twelve (12) month period. Any increases referenced in this paragraph 7.b. will be implemented only to the extent permitted by any "wage freeze" or deferment enacted by the Buffalo Fiscal Stability Authority, or any other applicable provision of law.

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 have agreed to extend the then-existing termination date of this Agreement, unless such is expressly stated in a writing signed by both parties hereto.

8. Performance Evaluation. No later than September 30, 2015, the Board, in collaboration with the Superintendent, shall develop and adopt specific performance expectations and measures applicable to the Superintendent's employment with the District.

9. Other Benefits of Employment. The Superintendent shall be entitled to receive the following benefits:

a. Insurance.

- (1) Health Insurance. The Superintendent may enroll in any of the group health plans for single or family coverage, as the circumstances of the Superintendent warrant, provided under the District's Health Insurance Program (which includes dental and vision coverage). The District shall have the option of providing equal or better coverage than that specified under its current Program through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier involved 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 in force, (b) provide necessary data upon reasonable request, and (c) pay eighty percent (80%) of the

monthly premium specified for the applicable coverage while the Superintendent is on the District's active payroll, with the Superintendent paying twenty percent (20%).

- (2) Waiver of Medical Coverage. Provided that the Superintendent produces documentation certifying that he has coverage for health care expenses through another source, the Superintendent shall be eligible to participate in the District's health insurance waiver incentive program during the term of this Agreement. Under this program, if the Superintendent waives the health insurance described in subparagraph a(1) of this paragraph 9, he shall receive a payment of One Thousand Five Hundred Dollars (\$1,500) during the January following each calendar year the said waiver is in effect.

If the Superintendent elects to enroll in the District's Health Care Program during any year, in lieu of participating in the said waiver program, the amount of the annual incentive will be proportionately reduced (\$100 per month) based on the number of months the Superintendent participated in the District's waiver program prior to said enrollment.

(3) Life Insurance. The District will pay the full cost of the annual premium for life insurance under the plan in effect for the District's Main Office Administrators during the term of this Agreement.

b. Leave.

(1) Vacation Leave and Holidays. The work year shall consist of twelve (12) months, from July 1 through June 30, during which time the Superintendent shall be entitled to receive twenty six (26) vacation leave days in addition to the holidays annually included in the official District Main Office calendar approved by the Board. The Superintendent will not take any of his vacation time during any period that school is in session, or in excess of ten (10) consecutive days of said time, without prior approval by the President of the Board. Vacation days not taken during the contract year may be accumulated to a maximum of ten (10) days during the term of this Agreement. Such accumulated vacation may be carried over and may be used during any subsequent year of his employment. In the event the Superintendent has unused, accumulated vacation days at the end of any given year of

his employment hereunder, he may, at his option, be paid for up to ten (10) days thereof at the rate of $1/240^{\text{th}}$ of his then current annual salary. Upon termination of employment, the Superintendent will be compensated consistent with the District's usual practice for accrued, but unused, vacation leave at his then-current salary rate.

- (2) Sick Leave. Upon employment under this Agreement, the Superintendent shall be credited with twelve (12) sick leave days. On each anniversary date of the effective date of this Agreement, the Superintendent shall receive an additional twelve (12) sick leave days. The Superintendent shall be entitled to accumulate unused sick leave during the period of employment pursuant to this Agreement with the District up to a maximum of 220 days, which leave may be used in cases of illness or disability of the Superintendent during any year of his employment hereunder. At the time the Superintendent's employment with the District terminates, the Superintendent shall be entitled to be paid an amount equal to the number of unused sick leave days so accrued, times $1/3$, times $1/240^{\text{th}}$ of the Superintendent's final salary.
- (3) Personal Leave. The Superintendent shall be granted annually two (2) days of personal leave separate from the

“sick leave” described in subparagraph b.(2) of this paragraph 9. Such leave shall be granted upon written request to the President of the Board at least two (2) days prior to the date on which the leave is to commence. In the event of an emergency, the leave will be granted on the day of the emergency upon oral request to the Board President. No reason for such leave need be given by the Superintendent, except in the case of an emergency. Any unused personal leave hereunder will be added annually to the sick leave accumulation provided for under subparagraph b.(2) of this paragraph 9.

- (4) Family Illness Leave. The Superintendent may take up to ten (10) days per year of leave in the event of the sickness of any member of his family related by blood or marriage who resides permanently in his household. Leave taken pursuant to this paragraph will be deducted from the Superintendent’s accumulated sick leave described in subparagraph b. of this paragraph 9.

10. Retirement Benefits. If the Superintendent is eligible to participate in the New York State Teachers’ Retirement System (“NYSTRS”), the Superintendent agrees to

become a member of the NYSTRS, and shall continue as a participant in the NYSTRS during the term of his employment under this Agreement.

11. Professional Growth.

- a. Professional Meetings. The Superintendent shall be encouraged to attend appropriate professional meetings and conferences, including programs and activities sponsored or conducted by local, state and national school administrator and school board associations. Reasonable expenses for professional meetings/conferences and reasonable business expenses incurred by him in connection with performance of his duties will be reimbursed by the District upon approval of the President of the Board.

- b. Professional Speaking and Writing. 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, subject to the approval of the Board President, may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties, and obligations, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the duties and responsibilities of the Superintendent as specified herein.

12. Transportation and Technology. The Superintendent shall be provided with such transportation as may be necessary to perform his official duties during his employment pursuant to this Agreement, or shall be reimbursed at the then current District approved rate upon the presentation of a voucher therefor in lieu of the foregoing transportation. The District shall provide Dr. Cash with technology for the performance of his duties in accordance with customary practice of the District.

13. Indemnification. The District shall provide legal counsel and shall indemnify the Superintendent to the fullest extent permitted by law against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence, and excluding criminal conduct, resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.

14. 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 performed once during each twelve (12) month period of his employment by a duly licensed physician in Western New York who is either a medical board certified internist or the Superintendent's personal physician, and to file a statement from the examining physician certifying to the results of the examination and the Superintendent's 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 Board to the extent same is not covered by health insurance.

15. Termination. The Superintendent's employment hereunder may be terminated for any of the following reasons specified below. Termination of this Agreement shall be governed by the following:

- a. Disability of the Superintendent. In the event the Superintendent becomes disabled by reason of illness, injury or incapacity and is unable to perform his duties and responsibilities, with or without accommodations, for up to six consecutive months, including exhaustion of any sick leave and such other leave that may be available to him, the Board may terminate this Agreement by written notice to the Superintendent.

- b. Written Resignation of Superintendent. The Superintendent may, at his option, resign from employment from 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. During the period commencing on the date that the Superintendent delivers notice of his decision to terminate this Agreement through the effective date of such termination, the Superintendent shall provide good faith assistance to the Board and the District in developing and implementing a transition plan for the District, and shall reasonably assist his successor in becoming oriented with respect to the issues and programs of the District.

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. “No Fault” Termination by Board. The Superintendent’s employment under this Agreement may be terminated by the Board upon compliance with the following procedures:

- (1) The Board shall provide the Superintendent with written notice of its tentative decision to terminate the Superintendent’s employment under this Agreement and shall specify in said notice the date of an executive session scheduled for a meeting between the Board and the Superintendent to discuss the matter.
- (2) If, after meeting with the Superintendent in executive session to discuss the tentative decision to terminate the Superintendent’s employment, the Board determines to proceed to terminate such employment, it shall provide the

Superintendent with written notice setting forth the effective date of such termination.

- (3) In the event of such termination, the Board shall pay to the Superintendent, as severance pay, the equivalent of either twelve (12) month's salary at the rate of compensation then in effect under the provisions of paragraph 7 of this Agreement, or the salary the Superintendent would have been paid during the term of this Agreement then remaining according to paragraph 3 hereof, whichever of those two amounts is the lesser.

- e. Discharge for Cause. The Board shall be entitled to discharge the Superintendent for cause, in which event all obligations to the Superintendent under this Agreement shall cease except for any salary, reimbursements or other payments then due and owing, as of the effective date of the termination as determined by the Board. For purposes of this Agreement, cause is defined as: (1) commission or omission of any act of fraud, embezzlement, theft, misappropriation, breach of fiduciary duty, or neglect of job duties by the Superintendent in connection with the Superintendent's employment with the Board; (2) any commission of, guilty plea or plea of nolo contendere by the Superintendent to any crime

involving moral turpitude or any other crime; (3) use of illegal drugs, or violation of the Board's drug and/or alcohol policies by the Superintendent; (4) intentional and willful violation by the Superintendent of the Board's policies and/or regulations, and/or Board decisions; (5) insubordination; (6) the Superintendent's breach or failure to perform the obligations set forth in this Agreement or by applicable federal or state law; or (7) termination for such other causes and reasons as provided by applicable federal and state law.

In the event the Board proposes to discharge Superintendent for cause, it shall provide the Superintendent written notice of the proposed action. The written notice shall include a complete and detailed statement of the reasons for the proposed termination for cause. The Superintendent shall notify the Board in writing not later than fifteen (15) days from the date of receiving the written notice of the Board's proposed action of his response thereto and whether he desires to contest his termination. Upon receipt of timely written notification of the Superintendent's desire to contest his termination for cause, the Board shall notify the Superintendent of the date and place of a hearing to be conducted as set forth below.

Unless otherwise agreed to in writing between the Board and the Superintendent, the hearing shall be conducted as follows:

- (1) The Board shall, within fourteen (14) days of the scheduled hearing, provide to the Superintendent, or his designee: (i)

a copy of each document intended to be used in support of each alleged reason for discharge; (ii) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information. The Superintendent shall, within seven (7) days of the scheduled hearing, provide to the Board, or its designee:

(1) a copy of each document intended to be used in his defense; and (2) a list of witnesses who may be called to testify at the hearing, including their names, official titles or other identifying information.

- (2) The parties will make every effort to schedule the hearing to take place within ninety (90) days following the Board's receipt of the foregoing notification of the Superintendent's desire to contest his termination for cause. The hearing will be held in closed session before a hearing officer designated by the Board for that purpose. The Board and Superintendent shall be entitled to legal counsel and shall have the right to cross examine adverse witnesses and present witnesses and documentary evidence on their behalf. The continued employment status of the Superintendent shall be determined by a simple majority of the members of the Board then serving, after receipt and

consideration of the hearing officer's findings and recommendations. The Superintendent shall retain the right to appeal a decision to terminate his employment in accordance with state law. To the extent any portion of this provision is inconsistent with state law, state law shall prevail.

- (3) Notwithstanding anything actually or apparently to the contrary provided for in this Agreement, it is agreed by the parties that in the event that notice is 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, 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 him during the period of such suspension. Further, upon being suspended pursuant to the terms hereof, the Superintendent agrees that he will not in any manner seek or attempt to occupy the position of

the Superintendent of Schools of 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 he is at odds.

16. Superintendent's Domicile. Within six months of the effective date of this Agreement, the Superintendent shall establish a domicile within the boundaries of the District and he shall maintain this domicile during all times this Agreement or any amendment to this Agreement is in force. The Superintendent shall be entitled to be reimbursed for necessary relocation expenses, upon submission of receipts or other documentation establishing such expenses, up to the amount of six thousand dollars (\$6,000).

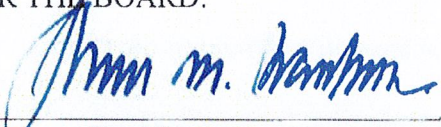
17. Written Agreement. This Agreement is the sole agreement between the parties concerning the terms and conditions of the Superintendent's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the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

18. 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.

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

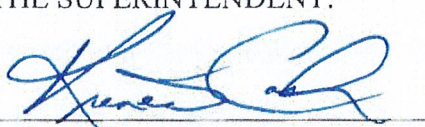
IN WITNESS WHEREOF, the parties hereto have signed their names on the dates indicated below.

FOR THE BOARD:

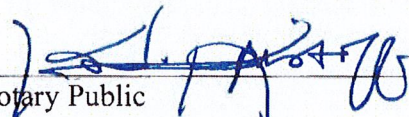
By 

President

THE SUPERINTENDENT:

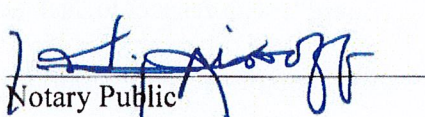


Subscribed before me this
~~24~~²⁵th day of August, 2015.



Notary Public

Subscribed before me this
~~24~~²⁵th day of August, 2015.



Notary Public

KARL W. KRISTOFF
No. 02KR4639940
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Aug. 31, 18

KARL W. KRISTOFF
No. 02KR4639940
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Aug. 31, 18

ATTACHMENT 1

SUPERINTENDENT OF SCHOOLS JOB DESCRIPTION

Basic Functions

The Superintendent is the Chief Educational and Chief Executive officer of the City School District of the City of Buffalo (the "District") and is responsible for the effective operation of the District; for the general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education (the "Board") with respect to such activities. The Superintendent shall serve under the direction and supervision of and shall report directly to the Board.

Primary Activities

The Superintendent shall possess the following powers and be charged with the following duties:

1. To be the Chief Educational and Chief Executive officer of the District, including having charge of the administration and supervision of the District under the policy direction of the Board, and instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to affect changes in the District;

2. To be a member of the Board with the right to speak on all matters before the Board, but not to vote;

3. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

Responsibilities

The Superintendent's responsibilities shall include:

1. To keep the Board informed of the condition of the District's educational system on a weekly basis; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to District employees and receive from all school personnel any communications directed to the Board.

2. To prepare the agenda for Board meetings with the Board's President and/or others as appropriate. 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. To submit to the Board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.

4. To develop and recommend to the Board objectives of the educational system, and see to the development of internal objectives which support those of the Board.
5. To 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. To see to the development of specific policies, procedures and programs to implement the intent of established Board policies, directives and formal actions.
7. To see to the execution of all decisions of the Board.
8. To see that sound plans of organization, educational programs and services are developed and maintained for the Board.
9. To ensure that adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records are maintained. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
10. To be directly responsible for all news releases and/or other items of public interest emanating from all District employees which pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with District employees.

11. To 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. To 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. To recommend, prior to action by the Board, the appointment, discipline or termination of employment of the administrators of the District.

14. To recommend, prior to action by the Board, the appointment, discipline or termination of employment of teaching and non-teaching personnel of the District.

15. To 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. To see that effective relations with employee organizations are maintained; assume ultimate responsibility for collective negotiations with employee organizations of the District.

17. To see that the development, authorization, and maintenance of an appropriate budgetary procedure is properly administered and to prepare the annual proposed

budget and submit it to the Board by March 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.

18. To see that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.

19. To file, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.

20. To establish and maintain liaison with community groups and "stakeholders" that are interested or involved in the educational programs of the District.

21. To establish and maintain liaison with other school districts, BOCES, the State Education Department, colleges and universities, and the U.S. Department of Education.

22. To act on his own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

Primary Relationships

The Superintendent observes and conducts the following relationships:

1. Board of Education

a. To be, as the Chief Educational and Executive Officer, accountable to the Board of Education, as a Board, for the administration of the educational system and for

the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.

b. To attend, or have a representative attend, all meetings of the Board, except such meetings or parts thereof at which the Superintendent's performance or compensation is discussed between the Board Members in executive session.

c. To represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.

d. To report directly to the Board of Education, as a Board, and as required to all appropriate governmental agencies.

e. To act as reference agent for problems brought to the Board.

f. To work with the Board to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board.

2. Associate Superintendents, Assistant Superintendents, Cabinet Members, Building Principals, Other Administrators

a. To oversee directly the work of all the Central Office Administrators, Building Principals, Coordinators/Directors and other Administrators (herein, "Administrative Personnel").

b. To hold regular meetings with the Administrative Personnel to discuss progress and educational problems facing the District.

c. To direct the operations and activities of Administrative Personnel; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.

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

3. Others

a. To work with other Board employees and advisors, including auditors, architects, attorneys, consultants, contractors, and distinguished educators appointed by the Commissioner of Education.

b. To hold such meetings with teachers and other employees as are necessary for the discussion of matters concerning the improvement and welfare of the schools.

c. To 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.

d. To cooperate fully, consistent with and pursuant to Education Law §211-B (5)(a), with any distinguished educators appointed by the Commissioner of Education.

e. To 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.

f. To receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF EDUCATION AND DR. KRINER CASH**

THIS FIRST AMENDMENT TO AGREEMENT, entered into on this 29th day of June, 2016, by and between the Board of Education for the City School District of the City of Buffalo and Dr. Kriner Cash (hereinafter "Dr. Cash" or the "Superintendent").

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement of Employment of Dr. Cash, dated August 25, 2015 (hereinafter, the "Agreement"); and

WHEREAS, following a very good evaluation of Dr. Cash's 2015-2016 performance, the parties seek to renegotiate some terms of Dr. Cash's employment;

NOW THEREFORE, it is agreed as follows:


1. Section 3, Term of Employment, Paragraph D, is inserted and reads: "[t]he Superintendent's initial term of employment is extended by one year, and shall terminate on August 23, 2020, unless further extended or sooner terminated as hereinafter provided."
2. Section 7, Compensation, Paragraph B, is amended to read: "commencing July 1, 2016, and each year thereafter, the Superintendent's base salary shall be increased by the Board in an amount within the sole discretion of the board; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be increased by less than two and one half percent (2.5%) of the amount of base salary

received by him during the preceding twelve (12) month period. Any increases referenced in this paragraph 7.b. will be implemented only to the extent permitted by any "wage freeze" or deferment enacted by the Buffalo Fiscal Stability Authority, or any other applicable provision of law."

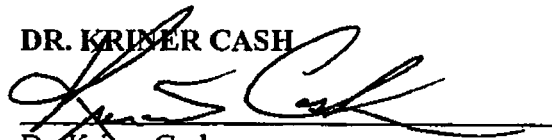
3. Section 15, Termination, Paragraph (D) (3), is amended to read: "[i]n the event of such termination, the Board shall pay to the Superintendent, as severance pay, the equivalent of eighteen (18) month's salary at the rate of compensation then in effect under the provisions of paragraph 7 of this Agreement."
4. All other provisions of the Agreement not specifically modified herein shall remain effective and unchanged hereby.

IN WITNESS WHEREOF, the parties have entered into this First Amendment to Agreement.

FOR THE BOARD

By: 
James Sampson
Board President

DR. KRINER CASH


Dr. Kriner Cash
Superintendent of Schools

DATED: 6/29/16

DATED: June 29, 2016

**SECOND AMENDMENT TO EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF EDUCATION AND DR. KRINER CASH**

THIS SECOND AMENDMENT TO AGREEMENT, entered into on this 18th day of June, 2019, by and between the Board of Education for the City School District of the City of Buffalo (hereinafter "Board") and Dr. Kriner Cash (hereinafter "Dr. Cash., or the "Superintendent").

WITNESSETH:

WHEREAS, the Board and Dr. Cash entered into that certain Agreement of Employment of Dr. Cash, dated August 25, 2015 (hereinafter, the "Agreement"); and

WHEREAS, on June 29, 2016 the Board and Dr. Cash entered into the First Amendment to the Employment Contract Between the Board of Education and Dr. Kriner Cash (hereinafter the "First Amendment"); and

WHEREAS, following a very good evaluation of Dr. Cash's 2018-2019 performance, the parties seek to extend the terms outlined in the Agreement and First Amendment;

NOW THEREFORE, it is agreed as follows:

1. Section 3, Term of Employment, Paragraph E, is inserted and reads: "[t]he Superintendent's term of employment is extended by one year, and shall terminate on August 23, 2021, unless further extended or sooner terminated as hereinafter provided."
2. All other provisions of the Agreement and First Amendment not specifically modified herein shall remain effective and unchanged hereby.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to the Agreement.

FOR THE BOARD

By: Barbara P. Seals-Nevegold
Dr. Barbara Seals-Nevegold
Board President

DATED: 6/19/2019

DR. KRINER CASH

Kriner Cash
Dr. Kriner Cash
Superintendent of Schools

DATED: 19 June 2019

**THIRD AMENDMENT TO THE EMPLOYMENT CONTRACT BETWEEN
THE BOARD OF EDUCATION AND DR. KRINER CASH**

THIS THIRD AMENDMENT TO AGREEMENT, entered into on this 18th day of November, 2020, by and between the Board of Education for the City School District of the City of Buffalo (hereinafter "Board") and Dr. Kriner Cash (hereinafter "Dr. Cash., or the "Superintendent").

WITNESSETH

WHEREAS, the Board and Dr. Cash entered into an Agreement of Employment of Dr. Cash, dated August 25, 2015 (hereinafter, the "Agreement"); and

WHEREAS, on June 29, 2016 following a very good evaluation of Dr. Cash's annual performance for the 2015-2016 school year, the Board and Dr. Cash entered into the First Amendment to the Employment Contract Between the Board of Education and Dr. Kriner Cash (hereinafter the "First Amendment"); and

WHEREAS, on June 18, 2019 following a very good evaluation of Dr. Cash's annual performance for the 2018-2019 school year, the Board and Dr. Cash entered into the Second Amendment to the Employment Contract between the Board of Education and Dr. Kriner Cash (hereinafter the "Second Amendment"); and

WHEREAS, following a very good evaluation of Dr. Cash's 2019-2020 performance, the parties seek to extend the terms outlined in the Agreement, First Amendment, and Second Amendment;

NOW THEREFORE, it is agreed as follows:

1. Section 3, Term of Employment, Paragraph E, is inserted and reads: "[t]he Superintendent's term of employment is extended until June 30, 2023, unless further extended or sooner terminated as hereinafter provided."
2. All other provisions of the Agreement, First Amendment, and Second Amendment not specifically modified herein shall remain effective and unchanged hereby.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment to the Agreement.

FOR THE BOARD

By: Sharon Belton-Cottman
Sharon Belton-Cottman
Board President

DR. KRINER CASH

Dr. Kriner Cash
Dr. Kriner Cash
Superintendent of Schools

DATED: Nov. 25, 2020

DATED: Nov. 25, 2020