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## EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 4<sup>th</sup> day of November, 2024, by and between **THE BOARD OF EDUCATION OF THE STARPOINT CENTRAL SCHOOL DISTRICT**, 4363 Mapleton Road, Lockport, New York (hereinafter, the "Board") and **DR. SEAN M. CROFT** (hereinafter, the "Superintendent").

### WITNESSETH THAT

**WHEREAS**, the Board has offered to continue the employment of the Superintendent as the Chief Executive and Administrative Officer of the Starpoint Central School District (hereinafter, the "District") upon the terms and conditions set forth herein; and

**WHEREAS**, the Superintendent has accepted said offer of continued employment; and

**WHEREAS**, the Board and the Superintendent have mutually agreed that such terms and conditions should be reduced to writing in order to avoid any misunderstanding as to the nature of the employment relationship created hereby; and

**WHEREAS**, the Parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District; and

**NOW, THEREFORE**, in consideration of the mutual set forth herein and other good and valuable consideration, the Parties agree as follows:

1. **Offer of Employment.** The Board, pursuant to the applicable provisions of the New York State Education Law, and in accordance with a resolution duly moved, seconded and adopted at a meeting held on November 4, 2024, hereby confirms its offer to continue to employ Dr. Sean M. Croft as the Superintendent of Schools of the District upon the terms and conditions as set forth in this Agreement.
2. **Acceptance by Superintendent.** The Superintendent hereby confirms his acceptance of the said offer of continued employment as contained in this Agreement and agrees to perform, on a full-time basis and to the best of his ability, the duties of such position.
3. **Term of Employment.**
  - a. The Superintendent's term of employment shall commence on July 1, 2024 and terminate on June 30, 2027 unless further extended or sooner terminated as hereinafter provided.

- b. On or about March 1, 2026, the Board and the Superintendent shall have a good faith negotiation regarding extending this Agreement for up to five (5) additional years, an increase in compensation, and all other terms and conditions of this Agreement.
- c. 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.
- d. The Superintendent has been absent and utilizing his accrued sick leave time since September 3, 2024. The Superintendent will continue to utilize sick leave until his return to work, which is anticipated to occur on or about November 14, 2024, contingent upon the Superintendent's compliance with the conditions agreed to between the Superintendent and the Board of Education.

4. Superintendent's Duties and Responsibilities.

- a. The Superintendent shall be the Chief Administrative Officer of the District and shall perform all the duties of and possess all the authority now or hereafter granted to a Superintendent of Schools under the provisions of the Education Law and other applicable statutes, laws, rules, decisions, and/or regulations.
- b. Without limiting the foregoing, the Board acknowledges that the Superintendent, subject to Board approval, shall have the specific authority, right and responsibility to:
  - i. Organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which best serves the District;
  - ii. Make recommendations to the Board with respect to the appointment or termination of employment of both instructional and non-instructional personnel;
  - iii. Supervise and direct associate, assistant and other superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of District; and

- iv. Subject to applicable conditions or restrictions in collective bargaining agreements, transfer teachers from one school to another or from one grade of a course of study to another grade in such course.
- c. The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided that such duties and responsibilities are consistent with those normally associated with the position of a school superintendent.
- d. With respect to their relationship to one another and the determination of their respective powers and duties, the Parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.
- e. Consistent with and pursuant to Education Law §211-B(5)(a) the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

5. **Board Referral.** The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, appropriate criticisms, complaints, suggestions, communication regarding the administration of the District or the Superintendent's performance of his duties.

6. **Certification.** The Superintendent shall possess and maintain a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District. It is expressly understood that failure to hold and maintain such certificate shall result in immediate termination of this Agreement and the employment of the Superintendent. In the case of termination for failure to maintain proper certification, all benefits and salary under this Agreement shall cease immediately.

7. **Compensation.**

- a. The Superintendent's base salary effective as of July 1, 2024 shall be at the rate of two hundred and five thousand, three hundred and forty-nine dollars (\$205,349) 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 increase, if any, for each year of this agreement shall be subject to negotiation between the Board and the Superintendent, but in no case shall such base salary be less than the base salary during the prior school year.

- c. Before any increase in the Superintendent's base salary shall become binding, such increase must be expressed in the form of a written amendment to this Agreement; and it shall not be considered that the Board and the Superintendent have entered into a new agreement, or agreed to extend the then existing termination date of this Agreement, unless such is expressly stated in a writing and signed by both Parties thereto.
- 8. Compensation and Benefits Pro-rated. Should the employment of the Superintendent terminate on a date other than June 30 of any contract year, all compensation and benefits, direct or indirect, provided under the Agreement on an annual basis shall be pro-rated for that year based upon the number of complete months worked by the Superintendent as compared to 12 months, except for salary, which shall be pro-rated on a daily basis. This provision is applicable for all compensation and benefits provided under this Agreement, without regard to whether the provision governing each of them specifically addresses the subject of pro-rating.
- 9. Performance Evaluation.
  - a. The Board of Education shall conduct an evaluation of the performance of the Superintendent in executive session in the month of November during each year of this Agreement. The evaluation shall be based upon performance criteria mutually agreed upon by the parties. The Board shall reduce that evaluation to writing in a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, signed by the President of the Board, at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation. The Board shall devote at least a portion of one meeting during the month of December in each year of the Superintendent's employment, or more often in its discretion, to an evaluation in executive session of the Superintendent's performance and working relationship with the Board. The Superintendent shall attend the executive session. The finalized evaluation shall be filed by the District Clerk in the Superintendent's personnel file.
  - b. The performance evaluation prepared pursuant to Paragraph 8(a) shall be confidential, and shall be kept so by the Board and individual Board members.
  - c. The Board also shall devote at least a portion of one meeting during the month of July – September in each year of the Superintendent's employment by the District to the cooperative development of a list of district goals for the ensuing school year. A written memorandum

summarizing that discussion of goal statement shall be provided to the Board by the Superintendent subsequent to such discussion.

**10. Other Benefits.** In addition to the annual compensation specified in Paragraph 7 of this Agreement, the Superintendent shall be entitled to receive benefits as listed below:

a. Leave Time

i. Vacation Leave. As of November 4, 2024, the Superintendent has 34.5 accrued vacation days. Effective July 1, 2025, and each July 1 thereafter, the Superintendent will be credited with thirty (30) days of paid vacation. The Superintendent shall be entitled to accumulate unused vacation days to a maximum of forty (40) total days of vacation leave by carrying over up to ten (10) unused vacation days from year to year. At the end of each school year, the Superintendent shall be entitled to cash-in days as follows:

1. At the end of the 2024-2025 and 2025-2026 school years, the Superintendent shall be paid for up to five (5) unused vacation days at his daily rate of rate. This daily rate shall be calculated at 1/240<sup>th</sup> of his annual base pay.
2. At the end of the 2026-2027 school year and thereafter, the Superintendent shall be paid for up to ten (10) unused vacation days at his daily rate of rate. This daily rate shall be calculated at 1/200<sup>th</sup> of his annual base pay.

Payment will be made in the second payroll in July of the following school year. The vacation entitlement will be subject to the rules governing other supervisory and administrative personnel, and will preferably be taken during periods when school is not in session. In the event that the Superintendent has unused accumulated vacation leave at the time when his employment with the District terminates, he shall be paid at the rate of 1/200<sup>th</sup> of his then current annual salary for each day of unused accumulated vacation leave up to a maximum of forty (40) days.

ii. Sick Leave – The Superintendent shall be allowed to carry his current accumulated leave time into this position. Upon retirement from the District, these days will be added to the Superintendent's total accumulated sick leave for conversion purposes. In addition, the Superintendent shall be credited with an additional eighteen (18) days of sick leave as of July 1, 2025 and upon the commencement of each subsequent twelve (12) months of

employment with the District. The Superintendent shall be entitled to accumulate unused sick leave during the period of his employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment. Sick leave will accumulate to a maximum of two hundred forty (240) days. When the Superintendent is eligible to retire from the NYS Retirement System and does retire from employment with the Starpoint Central School District, he may maintain his family health plan coverage with the District's health, dental, and vision plan and purchase family health insurance coverage including dental and vision insurance coverage for both the Superintendent and his spouse, if any, with his total accumulated leave days subject to the following formula. Twelve (12) days of accumulated time is equal to one year of fully paid family health, dental, and vision insurance coverage, for both the Superintendent and his spouse, if any, and dependents. Should the Superintendent predecease his spouse, his benefit shall inure to her and any dependents and she and the dependents shall be covered under this plan in accordance with the conditions of this contract. If the annual cost of the health insurance, including dental and vision insurance coverage for both the Superintendent, his spouse and dependents is less than the value of twelve days of accumulated leave, the District will only use the number of days it needs to pay for these benefits, not to exceed twelve days.

- iii. Personal Leave. The Superintendent shall be entitled to five (5) personal days each year. At the end of each school year, any unused personal leave days will be added to the Superintendent's sick leave accumulation.
- iv. Bereavement Leave. The Superintendent shall be entitled to a maximum of five (5) days of leave per occurrence due to death of immediate family members, brothers, sisters, in-laws, aunts and or uncles.
- v. Family Illness Leave – The Superintendent shall be credited, on the first day of each fiscal year with five (5) family leave days that may be used for sickness of any member of the Superintendent's immediate family.
- vi. Holidays. The Superintendent shall be entitled to the fifteen (15) school district holidays, including the following, or an equivalent number of days, in the event that the Board needs to adjust or modify the school calendar.

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans' Day	Good Friday or day following
Thanksgiving Day	Easter
Thanksgiving Friday	Memorial Day
Christmas Day; day before or day after	Juneteenth
	Lunar New Year

b. Tax Shelter Annuity Plan. The Superintendent shall participate in a TSA of his choice and the District shall make a non-elective employer contribution with no cash option in the amount \$4,000 per year to this TSA.

c. Expense Reimbursement

- i. The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to expenses for travel and lodging for educational conferences. If time permits, the Superintendent may attend the NYSCOSS Fall and NYSCOSS mid-winter meetings. With prior approval the Superintendent may attend the AASA national conference. The Superintendent will attend local regional professional conferences and workshops.
- ii. The Superintendent shall be reimbursed for professional dues for NYSCOSS, ASCD and AASA. Membership in approved local organizations will also be paid. Attendance at out-of-state meetings requires prior Board approval.
- iii. The Superintendent will be reimbursed at the IRS mileage rate when he uses his personal vehicle for school business. The Superintendent is required to submit appropriate documentation and claim forms for reimbursement.
- iv. The Superintendent shall be reimbursed for reasonable expenses for educational materials, professional publications and books.

d. Health Insurance

- i. The Superintendent shall be entitled to participate in the school district's health care plan provided by the Board of Education to its employees. The Board will pay 90% of the premiums for either individual or family coverage. Upon the retirement of the Superintendent from the NYS Retirement System, the District shall provide five (5) years of fully paid family health insurance, including dental, and vision insurance coverage for the Superintendent and

his spouse and eligible dependents prior to when the sick leave conversion formula for the payment of these benefits found in Paragraph 10(a)(ii) of this Agreement occurs. Following the retirement of the Superintendent after the first five years of fully paid family health insurance, including dental and vision insurance coverage for both the Superintendent and his spouse and eligible dependents, these benefits as stated above shall be paid in full based on the sick leave conversion formula found in Paragraph 10(a)(ii) of this Agreement.

- ii. Effective July 1, 2024, the Superintendent shall be entitled to a HRA (Health Reimbursement Account). The current HRA account that Dr. Croft has received to date shall remain with him. The District shall continue to contribute the amount of \$2,000 for each school year into this account for the purposes set forth under the law for this account. The District's contribution shall be provided at the beginning of each school year as long as the Superintendent is employed with this school district. The money shall accumulate in the account with the District from year to year and shall be used for any unreimbursed health or medical expense(s) or other health related payments/premiums allowed under the law for the Superintendent or his spouse. When the Superintendent retires from the school district, the accumulated funds are to be kept on account with the District and can be utilized after retirement. Should the Superintendent predecease his spouse, she shall be allowed to access these funds. Should the Superintendent leave the District for any reason the funds shall be transferred with the Superintendent to his new place of employment.
- e. Dental Insurance. The Superintendent shall be entitled to participate in the District's dental insurance program. The Board will pay 90% of the premium for either individual or family coverage. Following the retirement of the Superintendent, after the first five years of fully paid family dental plan, the family dental plan shall be paid in full based on the sick leave conversion formula found in Paragraph 10(a)(ii) of this Agreement.
- f. Vision Care. The Superintendent shall be entitled to participate in the District's vision care program. The Board will pay 90% of the premium cost. Following the retirement of the Superintendent, after the first five years of fully paid family vision care, the family vision care plan shall be paid in full based on the sick leave conversion formula found in Paragraph 10(a)(ii) of this Agreement.
- g. Insurance Benefits. The Superintendent shall be provided with a disability insurance policy at District expense. The policy shall, at a minimum,

provide the Superintendent with disability insurance payments of \$1,500.00 per month with a one hundred eighty (180) day waiting period. It is agreed and understood that the policy shall have a maximum benefit period of five (5) years and the District's obligation to make premium payments shall cease upon the termination of the Superintendent's employment for any reason. The operation of the disability insurance coverage shall be governed in all respects by the terms and provisions of the plan (policy) as issued by the insurance company.

**11. Indemnification.**

- a. Subject to the requirements of the applicable provisions of the Education Law (e.g. §§ 3023, 3028 and 3811, or any successors thereto) or Public Officers Law § 18, as the case may be, the Board agrees to provide legal counsel and to indemnify the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person, excluding criminal conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board.
- b. As a condition of receiving such indemnification, the Superintendent shall, within ten (10) days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

**12. Other Work.** The Superintendent shall devote his full-time skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that he may with Board President approval undertake consulting work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein.

**13. Biannual Medical Examination and Return to Work Clearance**

- a. The Superintendent agrees to have a comprehensive medical examination by a duly licensed physician performed once during each twenty-four (24) month period of his employment and to file a statement from the examining physician certifying to his physical competency with the Clerk of the Board. Such statement shall be treated as confidential information by the Board and any uninsured cost of such annual medical examination shall be paid by the Board.

b. Prior to his return to work, which is anticipated to be on or about November 14, 2024, the Superintendent agrees to comply with the conditions agreed upon between the Superintendent and the Board of Education.

**14. Termination.** This Agreement and the employment relationship between the Superintendent and the Board may be terminated for any of the following reasons:

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

Any such termination shall be governed by the following:

- a. **Disability of the Superintendent.** If the Superintendent shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of three (3) consecutive months beyond exhaustion of the Superintendent's accumulative sick leave entitlement, the Board may elect to terminate this Agreement, at which time all obligations of the Board to the Superintendent shall cease. Provided however, if the Superintendent retires and collects a pension pursuant to the disability rules and regulations of the NYS Teachers' Retirement System, he shall be entitled to all termination and retirement payments and benefits.
- b. **Lack of Certification.** Consistent with Paragraph 6, above, the Superintendent's employment and this Agreement shall terminate automatically if the Superintendent at any time does not have a valid certificate to act as a superintendent of schools in New York State.
- c. **Written Resignation of Superintendent.** The Superintendent may, at his option, resign from his employment with the District upon giving written notice of such resignation to the President of the Board at least ninety (90) days in advance of the effective date of such resignation. The Superintendent shall be obligated, in any event, to fully perform his duties up to the effective date of such resignation, unless relieved from such duties by the Board.
- d. **Termination by Agreement between Superintendent and Board.** Either party may propose to terminate this Agreement upon mutually acceptable terms. In the event of such occurrence and the execution of a written termination agreement, the terms and conditions thereof shall supersede

any and all terms of this Agreement, which shall become null and void upon the termination date specified in said termination agreement.

e. **Discharge for Cause.** The Board shall be entitled to discharge the Superintendent for cause. In the event that the Board shall decide to discharge the Superintendent for cause, it shall do so in accordance with this Paragraph 14(e).

i. **Immediate Discharge.** The Superintendent shall be subject to immediate discharge at the discretion of the Board as follows:

1. ***Cause for Immediate Discharge.*** The following conduct shall be cause for immediate discharge of the Superintendent and termination of the Agreement:

a. The Superintendent is determined to be in possession of or under the influence of alcohol or drugs (for which he does not have a prescription) while on school grounds or while at events/activities at which he is acting in his capacity as Superintendent.

b. The Superintendent is arrested for or convicted of an alcohol or drug-related offense after the date of execution of this Agreement. (In the case of a conviction, it must be related to an arrest which occurs after the date of execution of this Agreement).

c. The Superintendent refuses to submit to alcohol/drug testing if directed to submit to such testing by the Board President or his designee.

1. If the Superintendent is suspected of being under the influence of alcohol or drugs (for which he does not have a prescription) while on school grounds or while at an event/activity at which he is acting in his capacity as Superintendent, the Board President (or his designee) may direct the Superintendent to undergo testing for alcohol/drugs at a third-party location. The Board President/designee may only direct the Superintendent to undergo such testing upon reasonable suspicion, which will include assessment of the veracity/credibility of the reported information and the relevant facts and circumstances. The requirements of this provision shall expire if the Superintendent submits to three tests at anytime

during the term of this Agreement and all tests conclusively determine he was not under the influence of drugs or alcohol.

2. *Procedures for Immediate Discharge.* If any of the circumstances set forth in Paragraph 14(e)(i)(1)(a)-(c) occur, the Board will notify the Superintendent in writing of the circumstances and that Board intends to terminate his employment effectively immediately. The following process will be followed:

- a. The Superintendent will be provided three (3) business days to submit evidence that the violation did not occur or to submit a letter of resignation.
- b. If the Superintendent does not submit any evidence or resign within three (3) business days, the Board will terminate his employment effective immediately.
- c. If the Superintendent submits evidence and contests that a violation occurred, the Parties agree that the District will appoint a hearing officer to hear the matter and solely determine whether a violation occurred based upon a preponderance of the evidence. If the hearing officer determines that a violation occurred, the Board will terminate the Superintendent's employment effective immediately

3. *Eligibility for Benefits.* If the Superintendent is terminated pursuant to Paragraph 14(e)(i), he shall forfeit any and all rights and benefits under this Agreement that he otherwise would have received at the time of his retirement or separation from employment including, but not limited to, vacation buyout, health insurance in retirement, conversion of sick days, etc.

ii. **Other Discipline/Discharge.** The Superintendent shall be subject to discipline/discharge at the discretion of the Board as follows:

1. *Cause for Discipline/Discharge.* Cause shall constitute conduct which is prejudicial to the District, including, but not limited to, the neglect by the Superintendent of his duties and responsibilities, incompetence, insubordination, inefficiency, misconduct, conduct unbecoming a superintendent, breach of contract, the commission of an immoral or criminal act, or other conduct that may be held by a Hearing Officer to constitute cause. Conduct that occurred prior to the execution of this

agreement and any resulting criminal or civil penalties relating to conduct that occurred prior to the execution of this agreement may not be used as cause pursuant to this section.

2. *Procedures for Discipline/Discharge for Cause*

- a. Charges against the Superintendent will be brought by the Board, and all such charges shall be in writing.
- b. The Superintendent shall be given at least fourteen (14) days in which to answer such charges and to request a hearing, if desired. If no hearing is requested, the charges will be deemed admitted and the Board shall take such action as it deems appropriate under the circumstances, and such action shall be final and binding on the Superintendent.
- c. If a hearing is requested by the Superintendent, the Board and the Superintendent shall mutually agree upon a Hearing Officer. If no agreement is reached within five (5) business days, then the Parties agree to request a list of Hearing Officers from the Public Employment Relations Board ("PERB") and to select a Hearing Officer from such list.
- d. The Superintendent shall be entitled to have legal counsel present to assist him at such hearing, with the understanding that he will pay all expenses of said legal counsel. The Superintendent shall have the right to present and cross-examine witnesses and to present documents and other tangible evidence.
- e. Upon conclusion of the hearing, the Hearing Officer shall provide the Board and the Superintendent with written advisory recommendations and findings of fact regarding the charges and recommended penalties, if any. The Board shall thereafter seriously consider the recommendations and findings of fact, as provided by the Hearing Officer and if the Board rejects the findings of the hearing officer, such rejection must be based on the reasons as expressed in a written determination.
- f. Such review shall take place during Executive Session and the Superintendent and/or his attorney may appear and explain the Superintendent's position at said Executive Session. No finding of guilt to any charges nor any imposition of penalty shall be made by the Board of

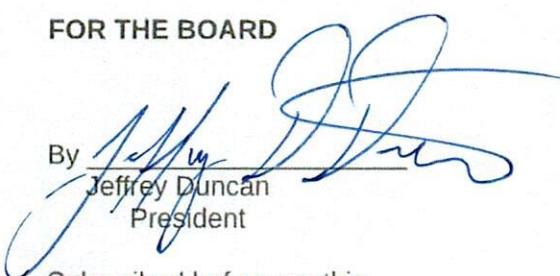
Education, unless by an affirmative vote of the majority of the members of the entire Board of Education. The decision of the Board shall be final and binding and subject to review by a court of competent jurisdiction only upon the ground that said decision is arbitrary or capricious.

- g. Notwithstanding anything actually or apparently to the contrary provided for in this Agreement, it is agreed by the Parties that in the event that the charges are served upon the Superintendent by the Board seeking his discharge from office, the Board, in its sole discretion, may immediately suspend the Superintendent with pay and benefits. 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.
3. *Eligibility for Benefits.* If the Superintendent is terminated pursuant to Paragraph 14(e)(ii), he shall forfeit any and all rights and benefits under this Agreement that he otherwise would have received at the time of his retirement or separation from employment including, but not limited to, vacation buyout, health insurance in retirement, conversion of sick days, etc. Provided however, the Superintendent may resign or retire at any time prior to the decision of the Board and maintain all such benefits.
2. Succession. If the District is dissolved, annexed to, merged or consolidated with one or more school districts, the Board agrees to make every reasonable effort to ensure that the Superintendent is appointed to the position of Superintendent of the successor district. If this is not possible, then the Board shall make every reasonable effort to ensure that the Superintendent is appointed to a compatible position in the successor district which is consistent with the Superintendent's educational background, experience and certification.
3. Written Agreement. This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended by an agreement in writing between the Parties, which must be dated subsequent to the date of this Agreement. This Agreement supersedes and replaces all prior contracts, memoranda and agreements between the Board and the Superintendent.

4. Miscellaneous. This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

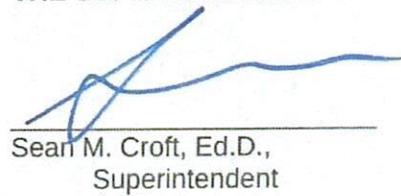
IN WITNESS WHEREOF, the Parties hereto have signed their names on the day and year first above written.

FOR THE BOARD

By   
Jeffrey Duncan  
President

Subscribed before me this  
4th day of November, 2024

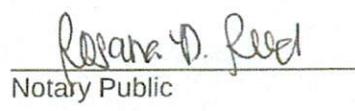
THE SUPERINTENDENT

  
Sean M. Croft, Ed.D.,  
Superintendent

Subscribed before me this  
4th day of November, 2024

  
Dorothy H. Szpaicher  
Notary Public

Dorothy H. Szpaicher  
New York State Notary Public  
No. #01SZ6223472  
Qualified in Erie County  
Commission Expires 06/14/2026

  
Rosana D. Reed  
Notary Public

ROSANA D. REED  
Notary Public, State of New York  
No. 01RE6341265  
Qualified in Erie County  
Commission Expires May 02, 2028