

EMPLOYMENT CONTRACT

between the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

and

DR. SCOTT G. MARTZLOFF

as

Superintendent of Schools

WHEREAS, Dr. Scott G. Martzloff, residing at 42 South Lake Avenue, Bergen, New York 14416 (hereinafter "Superintendent") has been offered employment as the Superintendent of Schools by the Williamsville Central School District Board of Education (hereinafter "Board"); and

WHEREAS, the Superintendent has accepted such offer of employment; and

WHEREAS, the parties wish to enter into a written contract of employment pursuant to the authorization therefore in the Education Law of the State of New York;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **EMPLOYMENT.**

The Board does hereby employ the Superintendent to act for and on behalf of the Williamsville Central School District as its Superintendent of Schools upon the terms and conditions set forth in this Agreement.

2. **ACCEPTANCE.**

The Superintendent does hereby accept said employment upon the terms and conditions

set forth herein and agrees to devote his full time thereto and to perform his duties to the best of his ability.

3. DURATION OF EMPLOYMENT.

- a) The term of this Agreement for a period three (3) years commencing on July 25, 2011 and terminating on July 25, 2014 unless further extended or sooner terminated as hereinafter provided.
- b) At the end of each contract year (June 30th) of this Agreement or any extension thereof, the Board will meet in Executive Session with the Superintendent no later than June 1st to determine whether this agreement will be extended and renewed for an additional period of one (1) year or more (to maintain a total contract period of at least three years but no more than five years). The Superintendent shall advise the Board in writing on or about May 1st of each year of its obligation to make a decision on the extension of this Agreement.

4. DUTIES AND RESPONSIBILITIES.

The Superintendent shall be the Chief School Officer for the District, acting as Chief Executive and Chief Administrative Officer, and he shall have the power and obligation to perform those duties and accept all those responsibilities as are:

- a) set forth in Section 1711 of the Education Law of the State of New York, including any amendments thereof or successor statutes thereto;
- b) specified in rules and regulations adopted by the Commissioner of Education of the State of New York; and
- c) normally associated with the position of Superintendent of Schools.

The Board may, from time to time, prescribe additional duties and responsibilities, except that it shall not, without the Superintendent's consent, adopt bylaws or impose responsibilities which impair or reduce those duties and responsibilities specified above. Any such additional duties and responsibilities shall be consistent with those normally associated with the position of Superintendent of Schools.

The Superintendent shall have the further right and responsibility to supervise and direct all associate, assistant and other superintendents, directors, supervisory, principals, teachers and all other persons employed in the business management or educational activities of the District.

5. BOARD REFERRAL.

The Board shall promptly refer to the Superintendent, for his study and recommendations, all criticisms, complaints and suggestions regarding the Superintendent's performance of his duties. The Superintendent shall be expected to attend all Board meetings, except those Executive Sessions of the Board relating to his evaluation or discussing his performance, and the Superintendent shall have the right to address the Board on all matters and to attend citizen community meetings relating to the business and educational affairs of the District.

6. CERTIFICATION.

The Superintendent shall possess a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment.

7. COMPENSATION.

The Superintendent's initial annual regular compensation shall be in the amount of Two Hundred Thousand Dollars (\$200,000.00). This amount shall be paid in equal installments and accordance with the rules of the Board governing salary payment to other district employees.

The Superintendent's annual salary rate (compensation) for each subsequent twelve (12) month period beginning July 1st of each school year shall be determined by the Board no later than June 1st each year, provided however that in no event shall the Superintendent's annual salary rate (compensation), for any twelve (12) month period of employment, be less than the amount of the annual salary rate (compensation) received during the preceding year.

8. PERFORMANCE EVALUATION.

Not later than May 1st, the Superintendent shall present to the Board his goals for the following school year. The Board shall review and approve, with any modifications it deems appropriate, the goals that the Superintendent sets for the school year. These goals will be included in the job responsibilities that are delineated in this yearly performance appraisal for the Superintendent through a formal procedure at least once annually.

The evaluation of the Superintendent will be concluded by May 30th of each school year. By May 1st of each school year, the Superintendent will submit to the Board of Education a written summary of his progress in meeting the goals that were set with the Board of Education at the beginning of the school year. The written summary will also contain a synopsis of some of the evaluative items in the Superintendent's evaluation instrument. The Superintendent will use his discretion in regard to a written synopsis for these items. The synopsis will, however, address each of the major headings in the evaluation.

After receiving a written synopsis of the Superintendent's performance on May 1st, each Board of Education member will individually evaluate the Superintendent's progress in meeting his goals and progress in accomplishing all of the items on the evaluation instrument. Each Board of Education member will return his/her individual evaluation of the Board of Education

President by a deadline date set by the Board of Education President (approximately one to two weeks after the Board members receive the Superintendent's goal/evaluation synopsis). The Board of Education President will give the individual Board members' evaluations to a person designated by the Board. That person will develop a composite evaluation with all the Board of Education members' comments. The Board of Education composite evaluation will be returned to each individual Board member and the Superintendent within one week after receipt of the individual evaluations. The entire Board of Education will meet with the Superintendent in Executive Session in order to discuss the composite evaluation. During the Executive Session on the Superintendent's evaluation, the Superintendent and Board of Education will discuss the various evaluation items. The Board of Education President will chair this meeting. The Board of Education members will attempt to have as a goal reaching consensus on the various evaluation items. The Board of Education will offer the Superintendent feedback on the evaluative items that he is doing well, as well as constructive criticism and suggestions regarding any items that might need improvement. At the end of this Executive Session, the Board of Education President will write the final composite evaluation that results from the evaluative meeting. This final composite evaluation will influence the goals that the Superintendent sets for the following school year. It is agreed that the performance review will be considered annually at the time the Board reviews the Superintendent's terms and conditions of employment, pursuant to this Employment Agreement.

9. ANNUAL MEDICAL EXAMINATION.

The Superintendent agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment and to file a statement or opinion from the

examining physician of his choice certifying his physiological and psychological competency to perform his duties and responsibilities, such statement or opinion to be treated as confidential information by the Board, and the cost of such annual medical examination shall be paid for by the District.

10. OTHER WORK.

The Superintendent shall devote his full time, skills, labor and attention to his employment during the term of this Agreement, provided however that with the prior approval of the Board, he may undertake consultative 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 his duties and obligations as specified herein. The Superintendent will keep the Board informed regarding such activities.

11. RESIDENCY.

By no later than 6 months from commencement of employment, the Superintendent will relocate his residence within the District boundaries for the duration of his employment as Superintendent. This requirement may be extended or excused only in the sole direction of the Board.

12. INDEMNIFICATION.

In accordance with the applicable provisions of law, the Board agrees to defend and indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment arising out of his alleged acts of negligence occurring when the Superintendent was acting within the scope of his duties, or under the direction of the Board, and which are claimed to result in injury or damage to any persons or property. The Board shall have

the right and authority to conduct the defense of any such suit or proceeding, including the right, in the board's sole discretion, to settle such suit or claim at any time, provided the Superintendent is held harmless from individual liability as a part of such settlement. The Superintendent, as a condition of being entitled to the defense and indemnification provided herein, shall deliver to the Clerk of the Board any summons, complaint, process, notice or pleading within ten (10) days of the time it is delivered to or received by him. The indemnification and defense obligations contained in this provision specifically exclude any claims, including those for attorneys' fees and other expenses, incurred in connection with charges or disputes which might arise between the parties relating to this Agreement or any other matter in dispute between the parties.

13. FRINGE BENEFITS.

The Superintendent shall be entitled to the following fringe benefits, which shall be in addition to the annual salary hereinbefore provided:

a) Sick Leave. After commencing employment, the Superintendent shall be credited with a sick bank of 30 days but shall not accrue any further sick days until day 1 of the third year at the rate of 15 days per year. The Superintendent shall be permitted to use these days for personal illness or because of illness in the Superintendent's immediate family (spouse or children).

b) Holiday, Vacation and Personal Leaves. The work year shall consist of twelve months from July 1st through June 30th during which the Superintendent may be absent without reduction of salary when the normal school holidays occur such as Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the Friday following, Christmas Day and the day before, New Years Day and the day before, Martin Luther King, Jr. Holiday,

Presidents Day, Good Friday and Memorial Day. Beginning on July 25, 2011 and then on July 1st of each year, the Superintendent shall be entitled to twenty (20) paid vacation days per year.

The Superintendent shall be allowed the paid leave necessary for jury duty, and up to five (5) days per occurrence for time off necessary due to the death of a parent, child or spouse, and up to two (2) days for the death of other close relatives. The Superintendent shall be permitted paid personal leave days for compelling personal business reasons, with approval of the Board President. In its sole discretion, the Board of Education may allow additional leave, with or without pay, for these or other compelling reasons. The Superintendent shall provide the Board with notice if he intends to be absent for five (5) or more consecutive days.

c) Expense Reimbursement. The District will pay the actual amount expedited for membership fees and dues applicable to his membership in NYSCOSS, American Association of School Administration, Erie I BOCES and WNY Educational Services Council. In addition, the Superintendent shall be reimbursed for actual expenses incurred in connection with his activities for and on behalf of the District, including reasonable amounts expended for travel, lodging and meals in connection with conferences, seminars and similar matters which are approved in advance by the Board and appropriated in the school District budget.

d) Automobile. The Superintendent shall be paid a transportation allowance in the amount of Five Thousand Dollars (\$5,000) to defray his automobile travel expenses while on official business within the geographic boundaries of the Board of Cooperative Education services for supervisory district, Erie I BOCES. In addition, the Superintendent shall be reimbursed for any official automobile travel outside the geographic boundaries of Erie I BOCES at the then current district approved rate upon presentation of a voucher therefore. The

Superintendent will maintain appropriate records for his official travel for use by the district for tax purposes.

e) Health Insurance and Other Insurances. The District shall contribute an amount equal to 85% of the premiums for Independent Health Encompass C. In the event of the Superintendent's death while employed, this benefit will be extended to his surviving spouse and eligible family members for a period of one year. The Superintendent may opt out of this provision and receive a sum of \$2,000/year. This provision shall survive the expiration of this employment agreement and any extension thereof.

f) Technology. The Superintendent will use his own personal cell phone and be given a sum of \$720/year.

g) Other Benefits. The Superintendent shall be entitled to participate in the District's Cafeteria/Flexible Benefit program, Tax Sheltered Annuity program and the Credit Union at no additional cost to the District.

14. TERMINATION.

This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of one of the following events:

- a) The failure of the Superintendent to maintain the proper certification, as hereinbefore provided;
- b) The resignation ((with at least ninety (90) days written notice)), retirement or death of the Superintendent;
- c) The failure of the Superintendent to establish and maintain his residence with the School District boundaries, as hereinbefore provided;

- d) The expiration of this Agreement without renewal or extension thereof;
- e) A mutual agreement for termination between the Board and Superintendent;
- f) The inability of the Superintendent to perform the essential functions of his position for a period exceeding six (6) consecutive months or in excess of the exhaustion of his accumulated sick leave, whichever is longer, as the result of illness or disability;
- g) For reasons of insubordination, incompetency, neglect of duty or misconduct, provided that the following procedures shall apply:
 - 1) The Superintendent will be provided with a written statement of charges;
 - 2) The Superintendent may be suspended during the resolution of the charges. Said suspension shall be with full pay and benefits, unless any further delay is occasioned by Superintendent;
 - 3) At his request, the Superintendent shall be entitled to a full and fair due process hearing before a labor arbitrator selected by the parties by utilizing the procedures of the American Arbitration Association (Syracuse office); the hearing procedures shall also apply in the case of a dispute over the disability status of the Superintendent;
 - 4) Each party shall bear its own expenses in connection with any termination hearing, provided that the fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the parties. If the Superintendent is not terminated, and if the Arbitrator should further find that the preferring of disciplinary charges was arbitrary or capricious,

then in addition to any reinstatement remedy, the Superintendent shall be entitled to reimbursement for his portion of the Arbitrator and American Arbitration Association fees and for reasonable attorneys fees and disbursements.

15. APPLICABLE LAW.

This Agreement has been entered into under and shall be governed in accordance with the laws of the State of New York.

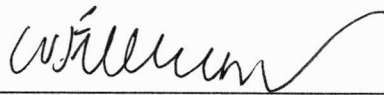
16. AMENDMENT AND SEVERABILITY.

This Agreement shall constitute the full and complete Agreement between the parties, and it can be modified or amended only by a written agreement duly executed by the parties hereto. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates hereinafter set forth.

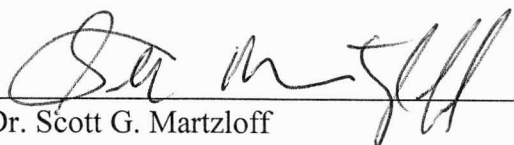
Dated: 5/23/2011

**BOARD OF EDUCATION OF THE
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**

By 

William Freeman, President
Board of Education

Dated: 5/31/2011

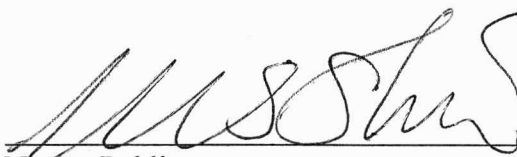


Dr. Scott G. Martzloff

STATE OF NEW YORK}
COUNTY OF ERIE } SS.:

On this 23rd day of May, 2011, before me personally came William Freeman, to me known who being by me duly sworn, did depose and say that he is the President of the Board of Education of the Williamsville Central School District, described in and which executed the foregoing instrument; that he knows the seal of said School District; that the seal affixed to said Agreement is such School District seal; the it was so affixed by order of the Board of Education of said School District; and that he signed his name thereto by like order.

RONALD S. SHUBERT
Notary Public, State of New York
Qualified in Erie County
My Commission Expires September 30, 2011




Notary Public

STATE OF NEW YORK}
COUNTY OF ERIE } SS.:

On this 31 day of May, 2011, before me personally came Dr. Scott G. Martzloff, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same.

BRENDA J. FRANKS
Notary Public, State of New York
Qualified in Erie County
Commission Expires February 10, 2015



Notary Public