

EMPLOYMENT AGREEMENT

AGREEMENT, made this ___ day of May, 2014 by and between THE BOARD OF EDUCATION (the "Board") of the SKANEATELES CENTRAL SCHOOL DISTRICT, with administrative offices at 45 East Elizabeth Street, Skaneateles, New York 13152 (the "District") and KENNETH SLENTZ, residing at _____, _____ New York (the "Superintendent").

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the District upon the terms and conditions set forth herein; and

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

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment will promote effective communication and true understanding between the parties; 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 agree as follows:

1. **Offer of Employment.** - Pursuant to Section 1711(3) of the New York Education Law and in accordance with a resolution duly adopted at a meeting of the Board held on May 13, 2014, the Board hereby offers to employ Kenneth Slentz 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 accepts said offer of employment and agrees to perform the duties and responsibilities of such position to the best of his ability.

3. **Term of Employment.**

(a) The Superintendent's initial term of employment shall be for a period of three (3) years, to commence on July 1, 2014 and terminate on June 30, 2017, unless further extended or sooner terminated as hereinafter provided. This Agreement may be terminated as provided herein, or by written agreement between the Board and the Superintendent, or by the resignation of the Superintendent submitted in writing to the Board.

(b) No later than June 1, 2015 and June 1 of each subsequent year of this Agreement, or any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one year period. The requirements of this paragraph 3(b) may be waived upon written notice to the Board signed by the Superintendent. The Board's obligations under this paragraph 3(b) shall be conditioned upon the Superintendent notifying the Board of the notice requirements, in writing, by April 1 of each year of this Agreement.

(c) The failure of the Board to act in accordance with Section 3(b) above shall not cause this Agreement or the employment of the Superintendent to be extended beyond the then current expiration date of this Agreement.

(d) Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

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 of the authority now or hereafter imposed upon or granted to a Superintendent of Schools under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Board of Regents or Commissioner of Education.

(b) Without limiting the foregoing, the Superintendent 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 in the Superintendent's judgment best serves the District;
- (ii) make recommendations to the Board of Education as a prerequisite to either the appointment or the 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 the District; and
- (iv) 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, however, that the Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above, and provided further that all additional duties

and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendents of Schools in the State of New York.

(d) With respect to their relationships 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.

5. **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 with the District.

6. **Compensation.** - The Superintendent's base salary for the 2014-2015, 2015-2016 and 2016-2017 school years shall be paid at the rate of One Hundred Ninety-Two Thousand and 00/100 Dollars (\$192,000) in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees. Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement and it shall not be considered that the Board and the Superintendent have entered into a new Agreement, unless expressly stated in writing signed by both parties hereto.

7. **Board Meetings.** - The Superintendent shall be notified of and attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing matters related to his job performance or compensation.

8. **Board Referral.** - The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing, for his study and recommendation, any and all

criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

9. **Performance Evaluation.**

(a) Within a reasonable time after the commencement of his employment, and thereafter on or before April 1 of each subsequent school year of this Agreement, the Superintendent shall provide to the Board a written statement of the annual goals and objectives which he intends to concentrate on during the school year. The Board shall review said goals and objectives and, if the Board concurs, the Board President shall note that concurrence on the written statement. In the event the Board does not agree with the Superintendent's written statement of goals and objectives, it shall meet with him to agree upon goals and objectives. If the Superintendent fails to provide goals and objectives satisfactory to the Board in accordance herewith, the Board may determine such goals and objectives and provide the same to the Superintendent by May 1.

(b) On or before August 15 of each year of this Agreement, the Board will conduct a mid-year assessment of the Superintendent's progress towards achieving the goals and objectives. At that time, the Superintendent will be notified, in writing, of any changes or modifications that the Board would like to see implemented and the Superintendent shall concentrate on those areas.

(c) The Board shall conduct an annual evaluation of the performance of the Superintendent during each year of this Agreement and shall provide the Superintendent with a written evaluation to be discussed in an executive session no later than December 1 of each year of this Agreement. The Superintendent shall be provided with a copy of the written evaluation at

least ten (10) days prior to the executive session scheduled to discuss such evaluation. The Board shall base its evaluation upon the Superintendent's performance and progress towards the goals and objectives established as set forth above and on the general performance of the Superintendent in carrying out his required duties and responsibilities. The form of the written evaluation shall be mutually agreed upon by the parties. The completed evaluation shall be treated as confidential information by the District to the extent allowed by applicable law.

10. Vacation Leave.

(a) The Board encourages the superintendent to take periodic vacation leave, and shall credit him with twenty (20) days of vacation leave upon commencement of his employment with the District. These days will not be included when calculating his accumulated vacation leave for purposes of paragraph 10(c) of this Agreement.

(b) The Superintendent shall be credited with an additional twenty (20) days of vacation leave, upon completion of each twelve (12) months of employment with the District, which shall be credited on July 1. The Superintendent may carry over a maximum of ten (10) days of unused vacation time to be used in the following twelve month period, and he shall be entitled to accumulate up to a maximum of forty (40) days of unused vacation leave during the period of his employment with the District (the 40-day maximum is to include the vacation allotment for the current year).

(c) In the event the Superintendent has unused accumulated vacation leave at the time his employment with the District terminates, he shall be paid at the rate of 1/240th of his then current annual salary for each day of unused accumulated vacation leave after deducting the 20-day initial vacation leave.

11. Sick Leave.

(a) Upon commencement of employment with the District, the Superintendent shall be credited with fourteen (14) days of paid sick leave to be used for personal illness and disability.

(b) The Superintendent shall earn an additional fourteen (14) days of sick leave upon completion of each twelve (12) months of employment with the District, which shall be credited on July 1. He shall be entitled to accumulate unused sick leave during the period of his employment with the District up to a maximum of two hundred (200) days. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment. The Superintendent shall not be paid for any sick leave days that are unused and accumulated at the time his employment with the District is terminated.

(c) The Superintendent may use up to ten (10) days each school year for sickness or disability in his immediate family. These days will be deducted from his annual sick day allotment and will be non-cumulative.

12. Personal Leave. – The Superintendent shall be credited with four (4) days of personal leave each school year as of July 1 for the purpose of conducting business which cannot be conducted at any other time. Unused personal leave will be non-cumulative.

13. Bereavement Leave. – The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family and two (2) days for a death in his extended family. “Immediate family” is defined as spouse, children, parents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. “Extended family” is defined as a close relative or in-law (e.g., grandparent, aunt, uncle or other in-laws). The leave shall be non-cumulative.

14. **Expense Reimbursement.** - The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging; professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment. The Board will pay or reimburse the Superintendent for all such expenses upon presentation, from time to time, of an itemized account of such expenditures.

15. **Health and Dental Insurances.**

(a) The District shall contribute 90% of the cost of the individual premium and 80% of the dependent coverage premium with the Cayuga/Onondaga Area School Employees' Healthcare Plan. At the time the Superintendent becomes eligible for Medicare, the District will contribute to the Medicare supplemental premiums at the same ratio.

(b) For so long as the Superintendent is eligible for health insurance under this Agreement, the District will also contribute 100% of the cost for his participation in the dental program designated for the Instructional Unit providing individual coverage with the schedule of benefits for the dental program will be equal to BLUE SHIELD - SCHEDULE A plus SUPPLEMENTAL BASIC, or the District will pay up to \$120 annually for the Superintendent's participation in a mutually agreed upon alternative plan.

(c) The District will continue payment of health and dental insurance premiums for the Superintendent after he retires. For purposes of this continued benefit, the Superintendent shall be deemed to "retire" from the District's employment if he has completed at least ten (10) years of service as Superintendent of the District, there shall have been no finding of guilt on charges brought against him pursuant to paragraph "26" of this Agreement and no

such charges are pending, and he has retired from the District with the New York State Teachers Retirement System. The District's obligation to continue payment of Premiums for the Superintendent shall terminate in the event he becomes employed in a position which provides group health insurance coverage for its employees.

16. **Residency.** - During the initial twelve month period of his employment, the Superintendent shall obtain temporary residence within, or in reasonable proximity to, the District. No later than July 1, 2015, the Superintendent and his family shall establish a permanent residence within the District. The Board shall reimburse the Superintendent for the relocation expenses he incurs in an amount up to Five Thousand and 00/100 Dollars (\$5,000). In the event that the Superintendent resigns his position prior to the completion of one year of service, he shall reimburse the District for the amount of such relocation reimbursement.

17. **Transportation Expenses.** - It is intended that the Superintendent will primarily use his own automobile on District business. In the event the Superintendent feels it necessary to use school transportation, he shall have the right to use a District vehicle for travel required in the performance of his duties as Superintendent. In lieu of paying mileage for travel expenses in the Superintendent's personal vehicle, the Board will pay the Superintendent an annual allowance for travel in the amount of Five Hundred and 00/100 Dollars (\$500) per month.

18. **Professional Association Membership.** - The District shall pay 100% of the Superintendent's annual membership fee in the New York State Council of School Superintendents, one national, and one local professional organization. The Superintendent may attend appropriate professional meetings and conferences of such organizations and the legal expenses of said attendance will be paid by the District or reimbursed to the Superintendent.

Attendance at any meeting that will cause the Superintendent to be out of the District for more than two workdays will require prior approval of the Board; provided, however, that in the event the organization's meeting will take place prior to the next scheduled Board meeting, the Superintendent's attendance at such meeting may be approved by the Board President.

19. Indemnification. - The Board shall provide legal counsel and indemnify the Superintendent against all uninsured financial loss arising out of any proceeding, 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 committed while the Superintendent is acting within the scope of his employment or at the direction of the Board. As a specific 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.

20. Full Time Position. - 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 undertake consultative work, speaking engagements, writings, 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.

21. Disability.

(a) If the Superintendent is unable to render the services required of him hereunder by reason of sickness or other disability, for a period of time extending beyond the Superintendent's sick leave entitlement (as the same may then exist or may be extended by the

Board), then in that event the Board shall grant the Superintendent an extended leave for an additional three (3) months at full pay.

(b) Upon the expiration of three (3) months from the Superintendent's exhaustion of his sick leave entitlement, at the option of the Board and upon written notice to the Superintendent, the Board may grant a further leave, with or without compensation (and, if compensated, at a rate determined by the Board) or the Board may terminate this Agreement. In the event of such termination, the compensation provided for herein shall be paid to the Superintendent for and including the month to which such extended leave has been granted.

22. Tuition Reimbursement. – The Board recognizes that continuing professional education by the Superintendent will inure to the benefit of the District and would like him to continue his professional education. Accordingly, the Board will reimburse the Superintendent for the cost of his participation in a recognized doctoral program that has been approved in advance by the Board. There is no specific dollar limit placed in this benefit and the only stipulation is that the Board must have approved the program. The Superintendent will submit proof of successful completion of his course(s) at the end of the semester. If they have not been successfully completed, he will refund the payment to the District.

23. Technology Aids - The Board recognizes that it is in the District's interest to provide technology for the use of the Superintendent at his home or other locations other than on District property to assist him to efficiently carry out his duties. Accordingly, the Board will reimburse him up to \$1,000 annually for the purchase of computer hardware, peripherals, software, on-line services or smart phone and associated service plans that could enhance his ability to carry out his duties and responsibilities while outside of his school office.

24. **Annual Medical Examination.** – The Board also desires to promote wellness for the Superintendent. Toward this end, he shall have a comprehensive medical examination performed once during each twelve month period of his employment by a duly licensed physician of his choice and to file a statement from the examining physician certifying as to his physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the District to the extent allowed by law. The cost of such annual medical examination shall be paid by the Board.

25. **Termination.** - This Agreement may be terminated and the Superintendent may be removed during the term hereof only upon the happening of the following events:

(a) The Superintendent fails to maintain certification required by New York State; or

(b) 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 his accumulated sick leave or beyond the period of any extended leave granted by the Board as authorized in paragraph "11(b)" of this agreement; or

(c) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency or neglect of duty sufficient to justify dismissal in accordance with the hearing procedures set forth in paragraph "26" hereof.

26. **Hearing Procedures.**

(a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said

charges, upon at least thirty days notice, before an independent hearing officer. The hearing officer shall be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within ten (10) days after the Superintendent's receipt of the written charges, by appointment pursuant to rules and procedures of the American Arbitration Association ("AAA") applicable for labor arbitrations by the AAA for the City of Syracuse, New York.

(b) The Superintendent may be suspended from the performance of his duties with pay during the pendency of such hearing and shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law from the hearing officer. The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal in accordance with CPLR Article 75.

27. Distinguished Educator. - Consistent with and pursuant to Education Law §211-B (5)(a) the Superintendent shall cooperate fully with any distinguished educator(s) appointed by the Commissioner of Education.

28. Written Agreement. - This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of paragraph "3" hereof or by an agreement in writing between the parties.

29. **Survival.** - 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 merged district. If this is not possible, then the Board shall make every reasonable effort to ensure that the Superintendent is appointed to a position in the merged district which is consistent with the Superintendent's education, background, experience, certification and former status and acceptable to the Superintendent.

30. **Severability.** - 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 the day and year first above set forth.

BOARD OF EDUCATION OF THE
SKANEATELES CENTRAL SCHOOL DISTRICT

By: _____

Kathryn Carlson, President

SUPERINTENDENT

Kenneth Slentz

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this ___ day of May, 2014, before me came Kathryn Carlson, to me known who, being by me duly sworn, did depose and say that she resides in Skaneateles, New York; that she is the President of the Board of Education of the Skaneateles Central School District described in, and which executed the foregoing Agreement; that she knows the seal of said school district; that the seal affixed to said Agreement is such school district seal; that it was so affixed by order of the Board of Education of said school district; and that she signed her name thereto by like order.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this ___ day of May, 2014, before me came Kenneth Slentz, known to me to be the person described in, and who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

Notary Public

CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Skaneateles central School District at a public meeting duly held on May ____, 2014 and has been made a part of the minutes of that meeting.

School District Clerk