

Greece Central School District

Superintendent's Contract

The Board of Education of the Greece Central School District (the Board) and Dr. Steven L. Walts (the Superintendent) agree as follows:

- Term:** The Board hereby employs Dr. Steven L. Walts as its Superintendent of Schools. The Superintendent's term of employment shall be from July 1, 2004 to and through June 30, 2009. The Board shall meet no later than June of 2008 to consider renewing this Agreement. If the Board shall determine not to renew this Agreement, it shall give the Superintendent written notice at least twelve (12) months prior to the expiration of this Agreement.
- Scope:** In consideration of the salary and other terms provided below, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools in the Greece Central School District as prescribed by the laws of the State of New York and by the rules and regulations made thereunder by the Board. The Superintendent shall devote his full time and attention to his official duties during the term of this Agreement, provided, however, that the Superintendent, after notification to the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations that do not interfere with the performance of his official duties.
- Certification, Powers And Duties:** The Superintendent will hold a valid certificate for the position issued by the New York State Education Department. The Superintendent has the responsibility and authority to organize, re-organize, and arrange the administrative and supervisory staff in a manner, which in his judgment, best serves the Greece Central Schools and the accomplishment of the goals of the Strategic Framework as modified or amended from time to time. The administration of instructional and other affairs will be lodged with the Superintendent of Schools and administered by him with the assistance of staff. Proposed changes to the organizational structure will be reviewed with the Board prior to implementation. The responsibility and authority for the placement and transfer of personnel shall be vested in the Superintendent. The Superintendent shall have the responsibility for the selection and recommendation of new employees for final approval by the Board. The Superintendent shall review, in executive session with the Board, his recommendations for appointment for principal, director, and assistant superintendent, prior to making his final recommendation to the Board. Recommendations for the establishment of new administrative positions will be presented to the Board and detail the responsibilities of the position(s), and, if appropriate, relate the position(s) to the Strategic Framework. The Superintendent shall have all duties and powers as are conferred on him by law, and by the policies of the Board of Education. With respect to their relationship to one another and the determination of their respective powers and duties, any powers which are not expressly granted or delegated to the Superintendent by law, contract, or Board of Education policies, or which are not implied by or reasonably necessary to carry out the express powers and duties of the position, are reserved to the Board.

4. **Board Relations:** To assure the orderly and periodic assessment of the Superintendent's performance, the Board shall schedule two executive sessions with the Superintendent (November/December and May/June) each school year. The purpose of these executive sessions is to discuss, review, and evaluate the Superintendent's performance of his duties. The Board, individually and collectively, will refer promptly any criticisms, complaints, and suggestions called to its attention to the Superintendent for his study and recommendation. Before, at, or during each of these executive sessions, the Superintendent will provide the Board with information concerning progress related to the Strategic Framework focusing on the key result areas and major improvement activities. In addition, the Board shall conduct and complete a formal written evaluation of the Superintendent's performance following a mutually agreed upon procedure and performance criteria as outlined in the Superintendent's Evaluation Document. The evaluation will be linked to the Key Result Areas and incorporate annual objectives and longer-term operational objectives. During the term of this Agreement, the Board of Education agrees to negotiate and seek agreement with the Superintendent concerning any policy changes which relate to the Superintendent's evaluation. The annual formal written evaluation shall be completed no later than July 31 following the fiscal year under review and shall reflect the discussions held during both executive sessions held during the year for such purpose and include only those commendations, concerns, and recommendations which were discussed during such executive sessions.
5. **Salary:**
- a. The Superintendent's annual salary for fiscal year July 1, 2004 to June 30, 2005 will be \$170,775.00. The Superintendent's compensation for each subsequent twelve-month period of employment shall be determined by action of the Board of Education taken no later than June 30 of each year based on its evaluation of the Superintendent's performance as provided above, but in no event shall the salary be less than the previous year.
 - b. The Superintendent shall be paid in twenty-six (26) equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.
 - c. The Board of Education may award additional salary or benefits during the term of this Agreement, and any such adjustment shall be by Resolution of the Board and shall become a part of this Agreement, but such adjustment shall not be considered a new Agreement nor shall it be considered an amendment of the termination date of this Agreement.
6. **Benefits:** On July 1 of each year, the Board will provide for the Superintendent the following:
- the cost of eighty percent (80%) of the premium of any family health insurance plan chosen by the Superintendent from among those offered by the District Should the

Superintendent retire from the District or become disabled while in service to the District, he will be eligible to continue coverage in the group health insurance program, based upon the enrolled plan at the time of retirement, and the District will contribute one hundred percent (100%) of the cost of this health care coverage, including dental;

- 80% of the premium cost for the District's family group dental plan (see retirement clause above);
- basic personal group term life insurance coverage equal to two times the salary of the Superintendent. The Superintendent may carry additional coverage, at group rates, equal to an additional two times his salary. Should the Superintendent retire from the District or become disabled, he may continue to be insured at group rates until age 70 for the amount and rate of his group life insurance by assuming the cost of the group plan monthly premium rate, which is in effect at the time of his retirement or disability;
- a long-term disability insurance income plan for the Superintendent equal to a 66 2/3% of earnings. The benefit coverage will begin upon the cessation of salary continuance but not less than three months after the total disability has started and will continue during such period of disability until age 70;
- all benefits for the Superintendent currently in force under applicable State and Federal laws and regulations related to current and future District contributions to the New York State Teachers' Retirement System and the Social Security System;
- annually provide the Superintendent with fourteen paid holidays;
- make participation in one or more tax-sheltered annuity policies, purchased by the District, at its cost and expense, qualified under internal revenue code 403 (b), for the benefit of the Superintendent. The Superintendent shall designate such policies by written notice to the Board of Education, and he shall be the owner of any such policies. The District's cost for premiums for such annuities will be raised to the current IRS allowed limit- Five Hundred Dollars (\$500.00) effective July 1, 2004, and Five Hundred Dollars (\$500.00) effective January 1, 2005, and the IRS allowed catch up contribution of One Thousand seven hundred fifty dollars (\$1,750), effective July 1, 2004, and of One Thousand seven hundred fifty dollars (\$1,750), effective January 1, 2005 and contributions including catch up contributions, each year of the Agreement up to the IRS allowed limit. For the 2004-2005 year, the District shall purchase Thirteen Thousand Five Hundred and No/100 Dollars (\$13,500.00) and Three Thousand Five Hundred and No/100 (\$3,500); effective, July 1 through June 30. The tax sheltered annuity will be raised to the current IRS allowed limit, including catch up contributions each contract year;
- an annual vacation allowance of twenty-five (25) days. One additional floating vacation day will be provided for each year of service to the District. The

Superintendent shall have the right to accumulate and carry over unused vacation days up to a total of forty (40) days. The value of all unused vacation days equal to the current annual rate (divided by 200) will be paid to the Superintendent upon termination of employment;

- one-hundred-sixty (160) non-accumulative work days of paid sick leave per year with paid personal, family-illness, and family death days as needed. If the Superintendent is unable to render the services required of him by reason of sickness or other disability for a number of days exceeding his sick leave entitlement, then in that event the Board shall grant the Superintendent additional sick leave with full pay and benefits, provided that the Superintendent submits to the Board a satisfactory report from a duly licensed physician, including a diagnosis of the Superintendent's condition and a prognosis for resuming the performance of the regular duties of his position;
- Seven Thousand Eight Hundred Fifty and No/100 (\$7,850) for automobile expenses in addition to expenses incurred in the continuing performance of duties.
- annual funding for a total of five national conferences and/or state conferences. Funding will be in accordance with the current policies and regulations of the Board;
- annual funding for membership dues in professional and civic organizations of his choice.
- an annual discretionary fund of \$5,000 to be used for the purchase of non-salary benefits, and that the President be authorized to execute the amendments on behalf of the Board of Education.

[For the purposes of any retirement benefit under the terms of this Agreement or any District collective bargaining agreement or other Board policy or regulation which is incorporated by reference herein, the Superintendent shall be deemed to have retired from his employment if he has completed at least 5 years of service as Superintendent of the District and there shall have been no finding of guilt on charges brought against the Superintendent.]

7. **Protection:** The Board shall defend and indemnify the Superintendent and his estate from financial loss arising from any and all claims, suit or judgment that may be made against him for damages arising from actions performed within the scope of his duties as Superintendent of Schools. The Superintendent or his survivors shall give written notice of any such claim to the Clerk of the Board of Education within ten (10) days of his actual receipt of process commencing any such action.
8. **Early Termination:**
 - a. Disability of the Superintendent. If the Superintendent experiences a disability which is total and permanent, or which substantially impairs or is likely to substantially impair the

performance of the Superintendent's duties for a period exceeding six (6) months from its commencement, the Board may terminate this Agreement by a majority vote of the Board and upon a minimum of three (3) months written notice to the Superintendent. In such case the Superintendent shall be entitled to extended leave with full pay from the date of written notice for a minimum of three (3) months or until the date which is six (6) months from the commencement of the Superintendent's disability, whichever is later. Following notice the Superintendent shall be on leave with regular salary and benefits provided by this Agreement until termination. Any paid leave provided by this Agreement, except vacation, shall merge in the termination leave. All unused vacation days shall accrue and be carried over until termination and shall be paid at the Superintendent's daily rate of 1/260 of annual salary. For the purpose of this section, the Board may require the Superintendent to submit to an examination by a physician of the Board's choice, to provide consents for persons treating the Superintendent to consult with such physician, and to submit to such physician the Superintendent's medical records.

- b. **Failure to Maintain Certification.** If the Superintendent fails to maintain a valid certificate to act as a superintendent of schools in the State of New York, the Board may terminate this Agreement by a majority vote of the Board and upon a minimum of thirty (30) days written notice to the Superintendent. Following notice, the Superintendent shall be on leave with regular salary and benefits provided by this Agreement until termination. Any paid leave provided by this Agreement, except vacation, shall merge in the termination leave.

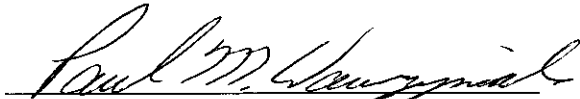
- c. **Just Cause.** The Board may terminate this Agreement for just cause, which shall include, but not be limited to, incompetency, immoral character, neglect of duty, breach of contract, or insubordination. In the event the Board intends to terminate this Agreement for just cause, the Board shall provide the Superintendent written notice specifying the grounds for the intended action. Within ten days of receipt of such notice, the Superintendent may make written demand for a hearing before a hearing officer appointed by the Board. The hearing officer shall be selected from among the list of hearing officers approved by the New York State Education Department to conduct hearings under section 3020-a of the Education Law. A person shall not be eligible to serve as a hearing officer if he or she is a resident of the Greece Central School District, is an employee, agent or representative of the Board, has served as an agent or representative of the Board within two years of the date of the scheduled hearing, or if he or she is then serving as a mediator or factfinder in the Greece Central School District.

The hearing shall be held upon at least thirty (30) days prior written notice, and the Superintendent may be represented by counsel. The hearing shall be conducted in private unless both parties agree to a public hearing. The Superintendent shall be entitled to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; and to receive without cost an accurate written transcript of the proceedings. The Hearing Officer will issue written findings of fact and conclusions of law to the Board and the Superintendent within thirty (30) days of the close of the hearing. Within ten (10) days of receipt of such findings and conclusions, the Board shall notify the Superintendent in writing of the

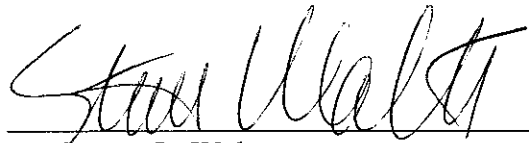
Board's decision. In the event of the hearing, each party shall bear its own expenses, unless the Board decides to withdraw termination, in which case the Board will reimburse all expenses.

- d. Mutual Consent. The parties may terminate this agreement by mutual consent in writing.
- e. At Will by the Superintendent. The Superintendent may terminate this Agreement by giving the Board ninety (90) days written notice of termination.
- 9. **Severability:** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 10. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties, and the Agreement may not be altered or modified except by written agreement signed by the Superintendent and the Board President after Board resolution.

Agreement dated this 9 day of June, 2004.



Mr. Paul M. Wawrzyniak, President
Board of Education
Greece Central School District



Dr. Steven L. Walts
Superintendent of Schools
Greece Central School District



BOARD OF EDUCATION

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WILLIAM J. DICICCO, TREASURER

MAILING ADDRESS:

P.O. Box 300
N. Greece, NY 14515-0300

OFFICES:

750 Maiden Lane

TELEPHONE: 585.966.2010

FAX: 585.581.8145

I, Paul M. Wawrzyniak, Board President, hereby execute the following amendments on behalf of the Board of Education:

Effective July 1, 2004, the Superintendent may utilize his supplementary annual discretionary fund of Five Thousand and No/100 (\$5,000.00) for the following benefits for the term of this Agreement:

Health care and health maintenance reimbursement for Superintendent and/or dependents

Prescription drugs

Insurance for Superintendent and/or dependents

- Whole life insurance
- Term life insurance
- Split life insurance
- Disability insurance

Dependent care

Child care

IRS 459

Medical expenses

Dental expenses

Vision Care expenses

Paul M. Wawrzyniak

June 9, 2004

Greece Board of Education
Resolution — Termination of Superintendent s July 1, 2003 to June 30, 2008 Contract

Whereas: The Board of Education wishes to enter into a new five-year contract with Steven Walts as Superintendent of Schools,

and

Whereas: There is an existing employment contract between Steven Walts as the Superintendent of Schools and the Greece Board of Education,

and

Whereas: The existing contract contains an early termination clause, (item 8D). Early Termination by Mutual Consent that states The parties may terminate this agreement by mutual consent in writing.

Be it Resolved: The Board of Education of the Greece Central School District terminates the existing employment contract with Steven Walts as Superintendent of effective midnight on June 30, 2004, and authorizes the Board President to execute the termination of that agreement.

Paul Wauzyczek
6-8-2004

Steven J. Walts
6-9-04

Greece Board of Education
Resolution
Approval of Superintendent's July 1, 2004 - June 30, 2009 Contract

RESOLVED: That the Board of Education enter into a new five year contract with Superintendent Steven L. Walts commencing July 1, 2004 and concluding June 30, 2009 and authorizes the Board President to execute the contract. The Superintendent's salary for the fiscal year July 1, 2004 to June 30, 2005 will be \$170,775. The Board of Education may award additional salary or benefits during the term of this Agreement, and any such adjustment shall be by Resolution of the Board and shall become a part of this Agreement, but such adjustment shall not be considered a new Agreement nor shall it be considered an amendment of the termination date of this Agreement. The tax sheltered annuity will be raised to the current IRS allowed limit- \$500.00 effective July 1, 2004, and \$500.00 effective January 1, 2005, and the IRS allowed catch up contribution of \$ 1,750, effective July 1, 2004 and \$1,750 effective January 1, 2005, and contributions, including catch up contributions, each year up to the IRS allowed limit. Other modifications to benefits include payment of 100% of health benefits upon retirement based upon the enrolled plan at the time of retirement, adjustment to the annual discretionary benefit fund to \$5,000 each contract year, and an increase in annual car allowance totaling \$7,850.00 in each contract year.

A handwritten signature in cursive script, appearing to read "Paul M. Newzmark". The signature is written in black ink and is positioned in the lower right quadrant of the page.

**Greece Board of Education
Addendum to Superintendent's Contract
December 14, 2004**

WHEREAS, there is an existing employment contract between Steven L. Walts as the Superintendent of Schools and the Greece Board of Education effective from July 1, 2004 through June 30, 2009; and

WHEREAS, the Board of Education and Superintendent have discussed and agreed upon an addendum to that employment contract; and

BE IT RESOLVED: The Board of Education of the Greece Central School District authorizes the Board President to execute that addendum to be effective December 14, 2004.

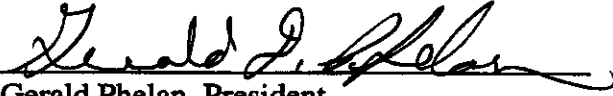
TO: Dr. Steven L. Walts, Superintendent
Greece Central School District

FROM: Gerald Phelan, President
Greece Central School District Board of Education

RE: Supplementary Annual Discretionary Fund

By memorandum dated June 9, 2004 the Board President Paul Wawrzyniak set forth a list of benefits that are covered by the Annual Discretionary Fund in your employment contract. The list includes IRS 459, the intent of which was to provide for tuition for higher education to be currently set aside. The correct citation for that IRS provision is IRS 529. The purpose of this memo was simply to correct this reference consistent with the intent of the Board of Education.

Dated: June 6, 2005


Gerald Phelan, President
Board of Education

**Agreement
Addendum to the Superintendent's Contract**

Effective, December 14, 2004

Longevity

Longevity: In recognition of the value of continuity in leadership, the Superintendent will receive an additional benefit in accordance with the following schedule:

Commencing with the seventh year, \$1,000.00 per year for each completed year of service to the District.

Longevity benefits will be paid out over the course of the year and will be included in the Superintendent's regular compensation. Years of service will be calculated as of July 1.

Cell Phone

The district will continue to provide at District expense, a cell phone and the Verizon 500 "anytime minutes" each month (or similar District vendor) to cover all expenses connected with the use of that call phone.

Health Insurance Language (replacement language)

the cost of eighty percent (80%) of the premium of any family health insurance plan chosen by the Superintendent from among those offered by the District. Should the Superintendent retire from the District or become disabled while in service to the District, he will be eligible to continue coverage in any group health insurance program, and the District will contribute one hundred percent (100%) of the cost of this health care coverage, including dental;

Agreement dated this 14 day of Dec., 2004.



Mr. Gerald D. Phelan, President
Board of Education
Greece Central School District



Dr. Steven L. Walts
Superintendent of Schools
Greece Central School District