

# **EMPLOYMENT CONTRACT**

between the

**WILLIAMSVILLE CENTRAL SCHOOL DISTRICT**

and

**DR. SCOTT G. MARTZLOFF**

as

**Superintendent of Schools**

**WHEREAS, Dr. Scott G. Martzloff**, (hereinafter "Superintendent") has been employed as the Superintendent of Schools by the Williamsville Central School District Board of Education (hereinafter "Board"); and

**WHEREAS**, the Superintendent and the Board have agreed to certain modifications to the Superintendent's current Employment Contract executed by the parties on June 21, 2016; and

**WHEREAS**, the parties wish to enter into this Employment Contract to implement the modifications agreed to;

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

1. **EMPLOYMENT.**

The Board does hereby continue to 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 Employment Contract ("Agreement"). Upon its execution by the parties, this Agreement will in all respects supersede the Employment Contract executed by the

parties on June 21, 2016 and any and all other current agreements and understandings between the parties regarding the Superintendent's terms and conditions of employment.

2. ACCEPTANCE.

The Superintendent does hereby accept continued 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 shall commence upon the execution of this Agreement by the parties and shall terminate on June 30, 2022 unless further extended or sooner terminated as hereinafter provided.
- b) Upon written request by the Superintendent, the Board will meet in Executive Session with the Superintendent once annually to discuss whether this agreement will be extended and renewed for an additional period of one (1) year or more.

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.

Effective January 1, 2019, the Superintendent's annual regular compensation shall be at the rate of Two Hundred Thirty Three Thousand Two Hundred Ninety Six Dollars (\$233,296) annually. This amount shall be paid in equal installments and in accordance with the rules of the Board governing salary payment to other district employees.

The Superintendent's annual salary rate (compensation) may be adjusted by the Board 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.

The evaluation of the Superintendent will be conducted annually using SuperEval or a comparable evaluation program, and shall be concluded by June 1<sup>st</sup> of each school year.

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.

The Superintendent will maintain his residence within 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. The Superintendent will continue to be credited with 18 days per year each July 1<sup>st</sup> and these days shall accumulate each year during the course of his employment. 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). At separation of employment, the Superintendent shall be compensated for his unused sick days up to a maximum of one-hundred (100) sick days at the rate of 1/200<sup>th</sup> per day of his at the time annual salary.

b) Holiday, Vacation and Personal Leaves. The work year shall consist of twelve months from July 1st through June 30<sup>th</sup> 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 Year's Day and the day before, Martin Luther King, Jr. Holiday, Presidents Day, Good Friday, Easter Monday, and Memorial Day.

The Superintendent shall be entitled to forty (40) paid vacation days per year. Beginning in June 2016 and each June thereafter, the Superintendent may elect to cash in twenty-five (25) vacation days per year at 1/200<sup>th</sup> of his then daily rate of pay. Upon separation from employment the

Superintendent shall be paid for any unused days at a rate of 1/200<sup>th</sup> of the at the time current year's salary up to a maximum of one-hundred (100) vacation days. 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 expended for membership fees and dues applicable to his membership in NYSCOSS, American Association of School Administrators, 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 Six Thousand Dollars (\$6,000) 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) Health Insurance into Retirement. The District will contribute to the Superintendent's health insurance premiums as indicated below for single or family coverage, as the case may be, under one of the District's available health insurance plans following his retirement from employment hereunder. To qualify for this benefit, the Superintendent must provide at least ninety (90) days advance notice to the Board that he will retire from his employment hereunder, pursuant to the rules of the New York State Teachers Retirement System. Upon reaching the age of sixty-five (65), Medicare will become the Superintendent's primary health insurance coverage for the purposes of this provision, and any coverage hereunder provided by the District shall be considered supplementary. Any benefit provided hereunder will terminate upon the Superintendent's death. The District's amount of contribution shall be the following percentages of the cost of the Independent Health Encompass C or comparable plan provided to the Superintendent at the time of the adoption of this Agreement by the Board of Education, based on the Superintendent's total service to the District at the time of retirement:



<u>Service</u>	<u>Percentage</u>
10 years	45%
11 years	50%
12 years	55%
13 years	60%
14 years	65%
15 years	70%

If the Superintendent becomes ineligible for coverage under one of the health insurance plans offered by the District because of a change in his domicile, the District will contribute toward the premium cost of another health insurance plan selected by the Superintendent in a dollar amount not to exceed the contribution limits specified above.

If during any or all of the five (5) years immediately following the Superintendent's retirement he is covered by another health insurance plan, the amount to be paid by the District for health insurance shall be contributed by the District to his 403b plan. Following this five-year period, he shall use the amount the District would normally contribute toward his health insurance for unreimbursed medical expenses including, but not limited to, co-pays, vision and dental care. Requests for reimbursement shall be submitted twice per year. For the period July 1<sup>st</sup>-December 31<sup>st</sup> requests must be submitted not later than March 31<sup>st</sup> and for the period January 1<sup>st</sup>-June 30<sup>th</sup> requests must be submitted not later than September 30<sup>th</sup>. The money may not be used to pay for insurance of any kind. The Superintendent shall sign a notarized affidavit attesting that he is

covered by other health insurance and the period for which such coverage is provided. During this period, the District shall be relieved of all responsibility for providing health care to him.

g) Technology. The Superintendent will use his own personal cell phone and be given a sum of \$2,000 year.

h) 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. Effective each July of this agreement the Superintendent will be credited with a five thousand dollar (\$5,000) payment to a Section 105h medical reimbursement account.

#### 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) Upon written request to the Board within 10 calendar days of his receipt of written charges, the Superintendent shall be entitled to a full and fair due process hearing before a Hearing Officer selected by the Board of Education. The Hearing Officer must appear on the public sector arbitrators list maintained by the New York Public Employment Relations Board. 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 Hearing Officer shall be paid by the Board. If the Superintendent is not terminated, then in addition to any reinstatement remedy, the Superintendent shall be entitled to reimbursement for his reasonable attorney's fees and disbursements if

the Hearing Officer determines that the charges brought against the Superintendent were frivolous.

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.

17. NEW CONTRACT

This agreement supersedes and revokes all prior agreements between the parties as of its effective date.



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

Dated: February 12, 2019

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

By Mr. P. Lemay

Mr. Shawn P. Lemay, President  
Board of Education

Dated: January 18, 2019

Dr. Scott G. Martzloff  
Dr. Scott G. Martzloff

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

On this 12 day of February, 2019, before me personally came Mr. Shawn P. Lemay, 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; that 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.

Lynn Carey  
Notary Public

**LYNN CAREY**  
Notary Public - State of New York  
No 01CA6324001  
Qualified in Erie County  
My Commission Expires April 27, 2019

**STATE OF NEWYORK}**  
**COUNTY OF ERIE } SS.:**

On this 18 day of January, 2019, 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.

Laurie Ann Coccionitti  
Notary Public

**LAURIE ANN COCCIONITTI**  
Notary Public - State of New York  
No. 01CO6022504  
Qualified in Erie County  
My Commission Expires 04/05/2019