


EMPLOYMENT AGREEMENT

It is hereby agreed by and between the Board of Education of the Weedsport Central School District located in Cayuga County in the State of New York (hereinafter called the Board) and Gregory Stone residing at Camillus, New York (hereinafter called the Superintendent of Schools) in accordance with the action of the Board as found in the minutes of the meeting held on the 14<sup>th</sup> day of November, 2023  ~~October, 2024.~~

WITNESSETH:

WHEREAS, the Board has offered and the Superintendent has accepted the Board of Education's offer of employment; 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 conditions, covenants, and terms herein contained, it is mutually agreed as follows:

1. Employment of Superintendent. The Superintendent's term of employment shall be from January 2, 2024 to June 30, 2027 unless sooner terminated or extended pursuant to the terms herein. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools in said District as prescribed by the laws and regulations of the State of New York and by the rules and regulations made thereunder by the Board of said District. Any extension of the term of the Superintendent's employment shall be in the form of a written amendment to this Agreement and shall be upon the same terms and conditions as set forth herein unless otherwise agreed in writing by the parties.

2. Duties and Authority of Superintendent. The Superintendent of Schools shall be the chief administrative officer of the District and shall perform all the duties, accept all the responsibilities and have all the power and authority ordinarily required of and vested in a superintendent of schools in the District or in a similar school district pursuant to the provisions of the Education Law of the State of New York. The Superintendent of Schools shall also perform the duties and responsibilities specified in this Agreement and in section 1711 of the Education Law of the State of New York.

Without limiting the foregoing, the Superintendent of Schools shall have the specific authority, right, and responsibility to:

- (a) Administer and supervise the business of the District in accordance with the policies established by the Board in the Weedsport Central School District policy manual;
- (b) Subject to Board approval, organize and reorganize the administrative and supervisory staff, including instructional and non-instructional personnel, in a manner which, in the judgment of the Superintendent of Schools, best serves the Weedsport Central School District;
- (c) 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;

- (d) Make recommendations to the Board as a prerequisite to either the appointment or the termination of employment of all instructional, administrative and noninstructional personnel;
- (e) Transfer teachers from one school to another or from one grade of course of study to another grade in such course of study; and
- (f) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent consistent with those associated with the position of superintendent of schools in the State of New York.

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.

3. Maintenance of Certification. The Superintendent represents that he will, throughout the term of this Agreement and any successor Agreement hold a valid certificate to act as a Superintendent of Schools in the State of New York and that proof of such certification will be promptly furnished to the District clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for immediate termination of this Agreement and of the employment of the Superintendent without the need for a hearing in accordance with paragraph "17" of this Agreement.

4. Attendance at Board Meetings. The Superintendent of Schools shall receive notice of, and shall have the right to attend and participate in, any and all meetings of the Board of

Education including, but not limited to, executive sessions, work sessions, regular Board meetings, special Board meetings, emergency Board meetings, and the like, together with the right to attend and participate in, at his option, the meetings of any Board appointed committee and/or Board appointed citizens' committee. The Board may exclude the Superintendent from executive sessions or portions thereof that are devoted to a review of the Superintendent's work performance, evaluation or salary adjustment.

5. Board Referral. The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, any and all criticisms, complaints, suggestions, communication or comments regarding the administration of the District or the Superintendent's performance of his duties. Individual members of the Board who have concerns or who have received complaints with respect to the Superintendent's performance are encouraged to discuss such concerns with the Superintendent. The Superintendent shall promptly advise the Board of any developments or incidents which could adversely affect the administration, operation, or mission of the District.

6. Compensation. The salary for the Superintendent of Schools for the period commencing on January 1, 2024 to December 31, 2024, shall be One Hundred Seventy Two Thousand Five Hundred (\$172,500) dollars per year, pro-rated for the 2023-2024 school year; Salary beginning January 1, 2025 and each January thereafter year shall be increased by three percent (3%) each year. The salary shall be paid in equal installments in accordance with the policy of the Board governing payments of other professional staff members in the district.

7. Salary Adjustment. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent of Schools during the term of his contract, said salary adjustment not to reduce the annual salary below the figure stated above. Any adjustment in

salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract. It is provided, however, that by so doing, it shall not be considered that the Board of Education has entered into a new contract with the Superintendent of Schools nor that the termination date of the existing contract has been extended. However, the Board may, by specific action, extend the termination date of the existing contract if such extension is permitted by state law.

8. Full Time Employment/Consultant Work. The Superintendent of Schools hereby agrees to devote his time and skill, labor and attention to said employment during the term of this contract provided, however, that the Superintendent of Schools, by prior approval of the Board President, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

9. Evaluation Procedure. The Board of Education shall devote a portion or all of one meeting, at least annually, to a formal evaluation in executive session of the Superintendent's performance and of the working relationships between the Superintendent of Schools and the Board. The Superintendent and Board shall mutually determine the criteria and procedures for evaluation on or before September 1 each year. The performance evaluation prepared pursuant to this paragraph shall be reduced to writing on a form agreed to by the parties. The performance evaluation shall be filed by the District Clerk in the Superintendent's personnel file and shall be kept confidential to the extent permitted by law. The Board and Superintendent shall also devote at least a portion of one meeting prior to September 1 of each school 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 the goal statements agreed upon shall be provided to the Board by the Superintendent subsequent to such discussion.

10. Leave Time. The Superintendent of Schools shall receive twenty-five (25) days of vacation annually, exclusive of legal holidays. The Superintendent shall be credited with 12.5 days beginning January 2, 2024 and he shall be credited with 25 days on July 1, 2024 and each July 1, thereafter. In the event the Superintendent does not work the full school year, the vacation leave shall be pro-rated. The vacation leave preferably will be used during periods when school is not in session. The Superintendent shall notify the President of the Board of any vacation anticipated to last beyond one work week. Any vacation leave taken while school is in session will be subject to prior approval of the President of the Board of Education. The Superintendent shall be entitled to reimbursement for up to a maximum of ten (10) days of unused vacation leave annually at the rate of 1/240th of his then current salary, paid after June 30 of each school year upon written request of the Superintendent on or before May 30 of each school year. In the event the Superintendent is unable to use his vacation time, he may carry over any remaining unused days from one school year to the next school year, up to the maximum permitted allotment. The total vacation entitlement, including any carry over, will not exceed thirty-five (35) days during any year. Upon retirement, if the Superintendent has unused accumulated vacation leave, he shall be paid at the rate of 1/240th of his then current annual salary for each day of unused accumulated vacation leave.

11. Leave Benefits. The Superintendent shall be credited with fifty (50) sick days as of January 2, 2024. The Superintendent shall be entitled to twelve (12) sick days each school year credited on July 1 each year with unused days accumulating to a maximum of 240 days. The Superintendent shall be entitled to three (3) personal leave days each school year. up to twelve (12) days for illness in the immediate family to be deducted from the annual sick leave entitlement, up to five (5) days for each death in the Superintendent's immediate family (i.e.,

spouse, child, parent, sibling, in-laws, or household member residing with him), and fifteen (15) paid holidays each school year as designated by the Board in the school calendar.

12. Health and Dental Insurance. The Board shall provide the Superintendent with health and dental care coverage in the existing health care program offered to employees of the District. The Board will pay eighty-five percent (85%) percent of the premiums for individual and dependent coverage for health and dental care. If the Superintendent of Schools retires from employment with the District the Board agrees to pay for the premiums for continued health insurance and dental insurance coverage for the Superintendent, his spouse and eligible dependents and shall continue such payments if the Superintendent predeceases his spouse and eligible dependents at the following rates: after nine (9) years of employment with the District – 85%; after ten (10) years of employment with the District – 95%, and after eleven (11) years of employment with the District – 100%. Retirement herein is defined to mean eligibility for and collection of full retirement benefits and/or disability retirement pursuant to the New York State Teachers' Retirement System.

13. Life Insurance, Disability Insurance and/or Annuity. The Board of Education hereby agrees to provide the Superintendent of Schools an amount not to exceed \$2,500 annually for the purchase of life insurance, disability insurance policies selected by the Superintendent. In addition, the District shall make a non-elective employer contribution to the Superintendent's 403(b) account in the amount of \$4,000 annually. The Superintendent may defer income under a mutually agreed upon plan to the extent permitted by law. The tax-sheltered annuity or salary deferment plan shall be implemented in a manner consistent with section 3109 of the Education Law and/or 5403-b of the Internal Revenue Code and its regulations.

14. Transportation and Technology. The Superintendent shall have access to a late model

District vehicle for school district-related transportation. The District shall make available to the Superintendent one hundred twenty-five dollars (\$125.00) each month for the purpose of cell phone and service, including internet capabilities.

(a) The District shall provide the Superintendent with a lap top computer and printer for the Superintendent to use for business purposes and incidental personal use. Such devices shall be returned to the District at the end of the Superintendent's employment and upon demand. The Superintendent understands that the computer and cell phone are owned by the District and that there is no expectation of privacy in either; they may be searched by the District.

15. Other Fringe Benefits. In addition to the annual rate of compensation specified in paragraph "3" of this Agreement, the Superintendent shall be entitled to receive to the extent permitted by law all those fringe benefits which now are, or which during the initial term or any extension of this Agreement may hereafter be, paid to District teaching, supervisory and administrative personnel by Board policy or resolution, as opposed to contract or collective bargaining agreement, including, but not limited to, vacation leaves; illness benefits and leaves; health, dental, life and other forms of insurance protection; personal leaves; retirement programs; tax sheltered annuities; flexible benefits spending program; and other employee benefits.

(a) The Superintendent and his family shall be entitled to utilize the Weedsport Central School District Fitness Center without cost during the term of this Agreement.



16. Medical Examination. The Superintendent agrees to have a comprehensive medical examination performed once during each twelve (12) month period of employment and to file a statement from the examining physician certifying medical competency to perform the duties required by this contract with the Clerk of the Board. Such statement will be treated as confidential information by the Board and the cost of such annual medical examinations shall be paid by the Board.

17. Early Termination. This agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of any of the following events:

(a) This agreement may be terminated by mutual agreement of both parties.

(b) The Superintendent submits his resignation from employment by giving ninety (90) days written notice prior to his leaving.

(c) 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 six (6) months in any twelve (12) month period. Under such circumstances the Superintendent shall be entitled to continue to receive payment of his salary and benefits during the period that he is using his accumulated sick leave and vacation leave.

(d) The Superintendent of Schools shall be subject to discipline or discharge for good and just causes; provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, and that the Superintendent of Schools shall have the right to service of written charges, notice of hearing, and a fair hearing as provided herein.

The Board shall be entitled to discharge the Superintendent for cause as determined by a hearing officer after a hearing. Cause shall include neglect by the Superintendent of his duties and responsibilities, incompetence, insubordination, inefficiency, the commission of unlawful or immoral acts, or other reason which, when appealed to the Commissioner of Education or the courts shall be held to be sufficient cause for such discharge. Upon a determination made by the Board in executive session that there is probable cause for bringing charges, written charges shall be prepared and served personally or by certified mail upon the Superintendent who shall be allowed at least twenty (20) days for answering the same in writing. The Superintendent shall state in the answer whether or not a hearing on the charges is desired.

If no hearing is requested, the Board shall take such action as it deems appropriate in the circumstances, which action shall be final and binding on the Superintendent. If a hearing is requested, the parties agree to hold the hearing expeditiously upon at least twenty (20) calendar days written notice.

The hearing shall be conducted upon at least twenty (20) calendar days' written notice, before an independent hearing officer, who shall be an attorney, selected by mutual agreement between the Superintendent and the Board. In the event no such agreement is reached within five (5) business days after the Superintendent's receipt of the written charges, the hearing officer shall be appointed pursuant to the Voluntary Labor Arbitration Rules and procedures of the American Arbitration Association from a list of independent hearing officers, who shall be attorneys. The hearing shall be public or private at the discretion of the Superintendent. The Superintendent shall have a reasonable opportunity to defend himself and an opportunity to testify in his own behalf. The Superintendent shall be entitled to have legal counsel present to assist him at such hearing, with the understanding that the Superintendent will pay any and all

fees and expenses of said legal counsel. Each party shall have the right to 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 to be prepared by a certified shorthand or court reporter. The independent hearing officer shall make recommended findings of fact and recommendations with respect to each charge for consideration by the Board. The independent hearing officer shall submit his or her findings of fact and recommendations to the Board no later than thirty (30) calendar days after the last day of the hearing at which testimony is taken. The decision of the Board of Education shall be final subject to any lawful appeals that may be taken.

In the event that charges are served upon the Superintendent by the Board seeking his discharge from office, the Board in its sole discretion may immediately and/or during the pendency of the hearing 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 the Board of Education with which the Superintendent is at odds.

The Superintendent shall not be assigned duties or responsibilities inconsistent with the position of Superintendent of Schools.

The Board of Education shall make its written determination within thirty (30) calendar days of the receipt of the independent hearing officer's recommendations.

18. Indemnification.

(a) The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incidents arose while the Superintendent was acting in good faith, within the scope of his employment or under the direction of the Board, including but not limited to 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. Costs and attorney's fees related to any proceeding brought in accordance with paragraph "17" above shall not be covered by the provisions of this indemnification paragraph.

(b) As a condition of receiving such indemnification, the Superintendent shall, within five (5) calendar days of the date on which he is served with any summons, complaint, process, notice, demand, or pleading, deliver a copy of the same to the Board.

19. Professional Meetings. The Superintendent of Schools shall attend appropriate professional and conferences meetings at the local and state levels, the reasonable and necessary expense of said attendance to be incurred by the District, not to exceed two multi-day overnight conferences without the advance approval by the Board President. The Superintendent of Schools shall obtain the prior written approval of the Board of Education prior to attendance at any professional meeting located outside the State of New York.

20. Association Memberships. The Board agrees during the life of this Agreement to pay the membership dues of the Superintendent of Schools in the New York State Council of School Superintendents, the American Association of School Administrators and any local Superintendent's association. This Agreement shall be construed in accordance with the laws of the State of New York. The invalidity or unenforceability of any provision of this Agreement in whole or in part shall in no way affect the validity or enforceability of any of its other provisions.

21. Complete Agreement. This Agreement supersedes, cancels and annuls any and all prior contracts of employment, including amendments, entered into between the parties hereto. This Agreement contains all the agreements made between the Board and the Superintendent and supersedes all prior contracts, memoranda and agreements. No other document shall be deemed to contain any binding commitment between the Board and the Superintendent unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this Agreement is signed by the President of the Board, and (iii) is signed by the Superintendent and by the President of the Board pursuant to a Board resolution authorizing the President to do so. The original of this Agreement shall be filed with the Clerk of the Board of Education.


22. Merger. Upon merger or consolidation with one or more school districts, the Board shall make a reasonable effort to ensure that the Superintendent is appointed to the position of Superintendent of the merged district or if not possible, a position consistent with his education, background and experience. Regardless of whether he is appointed as Superintendent of the merged school district, or any other position in the merged school district, the Superintendent shall be entitled to receive salary, benefits and rights provided under the

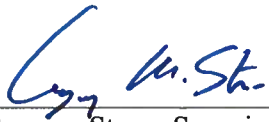
employment agreement for the remainder of the term unless and until such time as he obtains and accepts other comparable employment.

23. 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.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal.

Dated: November 14 2023

Signed:   
Chad Mitchell, President  
Weedsport Central School District  
Board of Education

  
Gregory Stone, Superintendent  
Weedsport Central School District

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 Weedsport Central School District at a regular meeting duly held on November 14, 2023 and has been made a part of the minutes of that meeting.

A handwritten signature in blue ink that reads "Stacie McNabb". The signature is written in a cursive style and is positioned above a horizontal line.

Stacie McNabb, Clerk

Weedsport Central School

District Board of Education