

EMPLOYMENT PROVISIONS

AGREEMENT made this 26th day of April 2006, by and between the BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY SCHOOL DISTRICT with offices for the transaction of business located at 11 College Avenue, Poughkeepsie, New York (hereinafter referred to as the "BOARD") and DR. LAVAL S. WILSON, residing at 6 Graham Place, Clifton, New Jersey 07013 (hereinafter referred to as the "SUPERINTENDENT")

WITNESSETH:

WHEREAS, the BOARD is desirous of employing DR. LAVAL S. WILSON as its SUPERINTENDENT OF SCHOOLS for the term of employment more particularly set forth herein; and

WHEREAS, DR. LAVAL S. WILSON will be appointed as SUPERINTENDENT pursuant to the terms and provisions of Section 2508 of the Education Law of the State of New York effective July 1, 2006;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, it is agreed:

1. Term of Employment

(a) The SUPERINTENDENT 's term of employment shall commence on July 1, 2006, and continue to and until June 30, 2009.

(b) No later than June 1, 2008, the BOARD shall meet to consider extending the term of the SUPERINTENDENT's employment for an additional two (2) year period. Not later than

June 30, 2008, a motion to extend the term of this Agreement for an additional two (2) year period will be moved, seconded and voted upon by the BOARD. It shall be the responsibility of the SUPERINTENDENT to give the BOARD at least two months prior written notice of the date in March 2008, that the extension of his agreement shall appear on the BOARD'S agenda.

2. Superintendent's Duties and Responsibilities.

(a) DR. WILSON as SUPERINTENDENT OF SCHOOLS shall be Chief Administrative Officer of the POUGHKEEPSIE CITY SCHOOL DISTRICT and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:

- i. set forth in the Education Law of the State of New York, other statutes of the State of New York, or the Rules and Regulations of the Commissioner of Education or Board of Regents, including any amendments or successor statutes thereto;
- ii. specified in the policy manual of the BOARD;
- iii. normally associated with the position of SUPERINTENDENT OF SCHOOLS, including, but not limited to, budget formulation and administration, business administration, pupil course of study and curriculum, public relations, personnel management and labor relations;
- iv. 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 Commissioner of Education.

- (b) The SUPERINTENDENT shall have the right to make recommendations to the BOARD as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period.
- (c) 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 the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

3. Certification and Work Ethic.

The Superintendent shall furnish throughout the life of this appointment a valid and appropriate certificate as defined in 8 NYCRR Part 80.4 to act as Superintendent in the State of New York, as directed by the Board, and that the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this appointment; provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, research or other professional duties and obligations with or without remuneration, provided that the Board must approve of such engagements and such approval shall not be unreasonably withheld and provided that the SUPERINTENDENT must use available vacation leave time if such non-District related work is engaged on compensable work days.

4. Compensation

(a) The SUPERINTENDENT's salary for the period from July 1, 2006 to June 30, 2007 shall be ONE HUNDRED NINETY THOUSAND (\$190,000.00)

DOLLARS.

(b) For the years July 1, 2007 to June 30, 2008, and July 1, 2008 to July 1, 2009, the SUPERINTENDENT's salary shall be determined by the BOARD no later than the 30th day of June in each year; provided, however, that the SUPERINTENDENT's annual salary shall increase by a minimum of 3.5% in each year.

(c) The SUPERINTENDENT shall be paid Salary in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District.

5. Tax Sheltered Annuity

The SUPERINTENDENT may have monies withheld for the purpose of participating in a tax-deferred annuity program of his choosing, as provided for by state law.

6. Travel Reimbursement

The SUPERINTENDENT shall be required to use his own vehicle in connection with his duties as SUPERINTENDENT. For any travel on behalf of the District outside of the District, the District will pay the Superintendent the IRS rate for his mileage and any reasonable related costs incurred in association with such travel such as parking and tolls.

7. Leave Time

An accounting of the SUPERINTENDENT'S use of leave time shall be maintained by the chief personnel administrator for the District and said personnel administrator shall be

directed by the SUPERINTENDENT to submit an accounting of the SUPERINTENDENT'S use of leave time to the BOARD quarterly, or as otherwise requested by the BOARD for its review.

8. Vacation

- (a) The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation annually, which shall accrue on a monthly basis. Such vacation days shall be exclusive of legal holidays of the District. The SUPERINTENDENT shall not use vacation days during the two-week period immediately before the beginning of the student instructional year and in no event shall the SUPERINTENDENT take more than five consecutive days of vacation when school is in session. The SUPERINTENDENT shall give the BOARD at least fourteen (14) days' prior written notice of his intended utilization of vacation days. The BOARD's prior approval of the Superintendent's vacation time request shall be communicated in writing to the SUPERINTENDENT by the Board President or Vice-President, in the President's absence.
- (b) The SUPERINTENDENT shall be required to utilize a minimum of fifteen (15) days vacation in each year of this Agreement and may accumulate unused vacation days up to a total of fifteen (15). In the event that the Superintendent leaves employment with the District after three years of employment in the District, he shall be paid for the combined total of accumulated sick leave and vacation days in excess of the first thirty (30) such days at one half of the per diem rate of 1/250th of his annual salary.

9. Holidays

The SUPERINTENDENT shall be entitled to paid holidays for the following holidays on the DISTRICT calendar: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, December 24, Christmas Day, December 26, New Year's Day, Martin Luther Kings Jr. Day, Presidents' Day, Good Friday, Memorial Day.

10. Inclement Weather Days

The SUPERINTENDENT shall be required to report to work on days when schools are delayed due to inclement weather.

On days when schools are closed due to inclement weather, the Superintendent, if he believes that travel to the District will be unsafe, will not be required to be present at his office, but shall be expected to perform the duties of his office on such days from home. In such event there shall be no charge against leave time and the Superintendent shall be paid his regular salary for such days.

11. Sick Leave

The SUPERINTENDENT shall be granted a bank of thirty (30) days of paid sick leave upon commencement of his employment with the DISTRICT. The SUPERINTENDENT shall accrue thirteen (13) days of paid sick leave in each year of this Agreement. Up to 5 sick days annually may be used by the SUPERINTENDENT to attend to health needs of a spouse, dependant, parents or immediate family member. Accumulated sick leave days will be deemed additional vacation days for the purpose of liquidation into a cash payment as specified in Paragraph 8(b) above.

12. Personal Days

The SUPERINTENDENT shall be entitled to three (3) personal days each year for personal business which requires his presence during the work day. Said days may not be accumulated.

13. Bereavement Leave

In the event of a death in the SUPERINTENDENT's immediate family (i.e. parent, parent-in-law, grandparent, spouse, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law or other relative who is an actual member of the SUPERINTENDENT's household), the SUPERINTENDENT shall be granted five (5) days of paid leave.

14. Insurances

(a) Health

The SUPERINTENDENT shall be entitled to participate in the Dutchess Alternate Plan or any H.M.O. offered by the District for family or individual health insurance coverage, as well as the dental, vision and other welfare benefit plans provided to professional personnel of the School District. The DISTRICT shall pay ninety (90%) percent of the premium costs of such insurances. If the SUPERINTENDENT (1) retires from the District for the purpose of receiving benefits from the New York State Teachers Retirement System, after completing three years of employment in the District; or if the SUPERINTENDENT (2) retires or is terminated from the DISTRICT by reason of disability during the term of this Agreement, the DISTRICT shall provide him with family or individual health insurance coverage in retirement and shall pay ninety (90%) percent of the premium cost thereof.

(b) Life

During the term of this Agreement the DISTRICT will provide the SUPERINTENDENT with a term life insurance policy in the amount of \$250,000. A copy of this life insurance benefit policy will be provided to the Superintendent by the District.

(c) Disability

A disability insurance policy will be provided each year of this Agreement for the SUPERINTENDENT which will allow for payment of two-thirds (2/3) regular salary if the individual remains disabled until age 65. A customary six-month "grace" period precedes the inception of the disability benefits. At the inception of this Agreement, the District shall ascertain a fair market price for the disability insurance policy and either provide the insurance policy for the Superintendent or reimburse the Superintendent up to that amount upon his purchasing such insurance and producing proof of payment of the policy premium. During the six-month period of ineligibility for disability insurance, any illness beyond accumulated sick leave will be compensated by the DISTRICT at a rate equal to three quarters (3/4) regular salary. A doctor's report shall be required to support any claim of disability. The DISTRICT shall have the right to have the SUPERINTENDENT examined by the chief of the department in the appropriate specialty at the Westchester Medical Center to determine the extent of the SUPERINTENDENT's disability and to ascertain whether the SUPERINTENDENT should be entitled to three quarters (3/4) of his regular salary as set forth above. The determination of said physician shall be binding on the DISTRICT.

15. Jury Duty

If required to serve as a juror, the SUPERINTENDENT shall be paid full salary without loss of sick leave, during the period of such services. He will remit to the DISTRICT the total per diem jury duty fees paid for jury service and travel.

16. Physical Examination

The SUPERINTENDENT shall, within sixty (60) days of the date of this Agreement, file with the Clerk a physician's statement certifying to the physical and mental competency of the SUPERINTENDENT to perform the duties and exercise the powers of his position. The cost of said medical report is to be borne by the DISTRICT. In the event such statement is not filed within the above-referenced period, the BOARD may immediately terminate this Agreement and the employment of the SUPERINTENDENT. This provision is not intended to limit in any manner the BOARD's rights to direct a medical examination pursuant to Section 913 of the Education Law.

17. Extended Illness or Disability

(a) Should the SUPERINTENDENT be unable to perform his duties by reason of illness or other cause and such disability continues for a period in excess of six (6) months, or is permanent or of such a nature as to make the performance of his duties impossible, the BOARD may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties hereunder shall cease and terminate, except that termination pursuant to this paragraph shall not affect the SUPERINTENDENT's right to receive disability benefits pursuant to paragraph 13(c) of this Agreement.

(b) The parties agree that the determination as to whether the SUPERINTENDENT's illness or disability is permanent or of such a nature as to make the performance of his duties

impossible as set forth in paragraph (a) above shall be made by the chief of the department in the appropriate specialty at the Westchester Medical Center after examination of the SUPERINTENDENT. The DISTRICT shall pay the expense of the examination of the SUPERINTENDENT and the physician's report.

18. Professional Meetings and Organizations and Expense

The SUPERINTENDENT shall be entitled to attend appropriate professional meetings at the local, state and national level upon reasonable notice to the BOARD and the reasonable expenses of such attendance shall be paid by the DISTRICT. Attendance at national conferences shall be limited to two (2) during each year of the Agreement and attendance at state conferences shall be limited to three (3) in each year of the Agreement unless otherwise approved by the BOARD. The BOARD shall pay the annual dues of membership of the Superintendent for membership in up to three professional associations and such any other organizations as the BOARD may approve. The SUPERINTENDENT is authorized to incur reasonable expenses for attendance at conferences and otherwise in the discharge of his duties and shall be reimbursed for such expenses upon presentation of reasonable documentation in accordance with Board Policy. The Superintendent with the Board's prior approval and consistent with Board policy may attend in-service and continuing education programs at School District expense.

19. Travel and Relocation Expense

In the event that the Superintendent establishes a residence in the City of Poughkeepsie he shall be reimbursed for incurred moving and relocation expenses in the amount of up to \$12,000.00 or up to \$8,000.00 if he establishes a residence within 25 radial miles of the City of Poughkeepsie.

20. Annual Goals, Objectives and Evaluation

(a) Within a reasonable time after the commencement of his employment and, thereafter, on or before September 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 the SUPERINTENDENT intends to concentrate on during the upcoming school year and meet with the BOARD on or before November 1 to form mutually acceptable goals and objectives.

(b) The BOARD shall conduct an annual evaluation of the performance of the SUPERINTENDENT during each year of this Agreement and meet with the SUPERINTENDENT on or before May 30. The BOARD shall provide the SUPERINTENDENT with a written evaluation to be discussed in an executive session of the BOARD, on or before June 30. The BOARD shall base its evaluation upon the SUPERINTENDENT's performance and progress towards the goals and objectives established by the SUPERINTENDENT and the BOARD as set forth above, as well as on the general performance of the SUPERINTENDENT in carrying out his required duties and responsibilities. The form of the written evaluations shall be mutually agreed upon between the parties. The SUPERINTENDENT shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the BOARD scheduled to discuss such evaluation.

(c) The BOARD may use the end of the year evaluation to inform the SUPERINTENDENT of any concerns it may have or any concerns it has received from others. The BOARD shall inform the SUPERINTENDENT of any significant complaints from others of which it has notice or any concerns the BOARD may have on an ongoing basis as they occur.

(d) Any assessment or performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the BOARD and individual BOARD members.

21. Hearing Procedures

The SUPERINTENDENT shall not be discharged, suspended or otherwise disciplined, nor shall this Agreement be terminated, without just cause and only following a fair hearing before an impartial hearing officer, after charges voted by no less than a quorum of the BOARD.

In the event the BOARD determines to institute a disciplinary proceeding against the SUPERINTENDENT, the following procedures shall control:

(a) The BOARD shall serve the SUPERINTENDENT with a particularized written statement of the charges against him.

(b) The BOARD shall appoint one of the following individuals to serve as hearing officer to hear the charges against the SUPERINTENDENT:

Howard Edelman

Bonnie Siber Weinstock

Arthur Riegel

(c) The SUPERINTENDENT shall have the right to elect a public or private hearing; the right to a minimum of thirty (30) days between the service of the charges and the commencement of any hearing hereunder; the right to be represented by counsel at all stages of said proceeding; the right to have all testimony taken under oath; the right to present witnesses on his own behalf; the right to question witnesses against him by cross-examination; the right to present real and tangible evidence in the form of documents, papers and other such evidence; the right to subpoena witnesses; and the right to receive without cost an accurate written transcript of each day of proceedings as recorded by a certified court stenographer.

(d) The SUPERINTENDENT shall receive his full pay and benefits as provided by this Agreement until the final determination of the BOARD. The BOARD shall have the right to suspend the SUPERINTENDENT from his duties, provided that his full pay and benefits are granted during the period of suspension.

(e) The decision of the hearing officer shall contain express findings of fact and, if appropriate, conclusions of law, as well as the hearing officer's recommendation regarding guilt or innocence on each of the charges before him, as well as the measure of discipline to be imposed.

(f) The BOARD shall review the decision of the hearing officer and shall accept, modify or reject that decision by the adoption of the formal BOARD resolution within thirty (30) days of the date of receipt by the BOARD of the hearing officer's decision. The decision of the BOARD OF EDUCATION shall be based exclusively upon the record of the proceeding.

(g) The SUPERINTENDENT and BOARD acknowledge the importance of the Superintendency and the role model status of the Superintendent for students, staff and others in the school community. In the event that the Superintendent is convicted of a crime involving moral turpitude, indecency or immorality, the Superintendent acknowledges and agrees that said conviction and the conduct underlying the same shall constitute good and just cause for professional discipline and for which he shall accept the penalty of termination of this Contract without the necessity of the hearing procedures provided for herein.

(h) In the event that the SUPERINTENDENT is terminated pursuant to this paragraph, he shall not be entitled to payment for accrued sick leave or vacation leave or to retirement health insurance except as otherwise may be required by law.

22. Indemnification

The SUPERINTENDENT shall be entitled to such rights of indemnification as provided by the applicable provisions of the Education Law and Public Officers Law, together with any other indemnification rights provided by any other applicable provisions of law.

23. Written Agreement

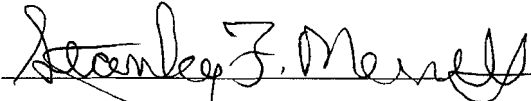
This Agreement is the sole agreement between the parties concerning the terms and conditions of the SUPERINTENDENT's employment, and it shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the above specified provisions, or by another agreement in writing between the parties.

24. Severability

This Agreement shall be governed by the laws of the State of New York, and the invalidity or unenforceability of any specific provision hereof shall in no way effect the validity or enforceability of any other provision.

Dated: April 26, 2006

BOARD OF EDUCATION OF THE
POUGHKEEPSIE CITY
SCHOOL DISTRICT

By: 

MR. STANLEY F. MERRITT
BOARD OF EDUCATION
PRESIDENT

Dated: April 26, 2006


DR. LAVAL S. WILSON