

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT
AND
MICHAEL PATTON**

AGREEMENT, made this 23rd day of May, 2011, by and between **THE BOARD OF EDUCATION OF THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT**, (hereinafter, the "Board") and **MICHAEL PATTON**, residing at 27 Fenimore Place, Gansevoort, New York 12831 (hereinafter, the "Superintendent").

WHEREAS, the Board at a meeting duly held on May 23, 2011 appointed Michael Patton as Superintendent of Schools of the District for a period of three (3) years, from July 1, 2011 through June 30, 2014 and the District wishes to employ the Superintendent in such capacity; and

WHEREAS, the Superintendent has accepted the Board's offer of employment upon the terms and conditions set forth herein; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment by the District 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:

**ARTICLE I
TERM OF EMPLOYMENT AND WORK YEAR**

1. The Superintendent's term of employment shall be for three (3) years, commencing on July 1, 2011 and terminating on June 30, 2014 unless further extended or sooner terminated as hereinafter provided.
2. The Superintendent's work year shall be twelve (12) months, from July 1 to June 30.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT AND BOARD

1. The Superintendent shall have charge of the schools of the District under the direction of the Board; he shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the NYS Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.
2. During the term of this agreement, the Superintendent shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations. However, the Superintendent may undertake consultation work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not materially affect the performance and/or discharge of the Superintendent's duties and/or responsibilities under this Agreement and provided he notifies the Board President of his participation in such activities. In cases where remuneration exceeds one hundred dollars (\$100.00), the Superintendent must receive advance approval of the Board of Education.
3. Without limiting the foregoing, the Superintendent shall have the specific and exclusive authority, right and responsibility to:
 - a. organize and reorganize the faculty and staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;
 - b. 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;
 - c. supervise, direct and evaluate 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. transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;
 - 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 applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York;
 - f. the Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however that the Board shall not, without the Superintendent's written consent, adopt a 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 Superintendent of Schools in the State of New York. This provision shall continue in full force and effect during any period of suspension.
4. The Superintendent represents that he will, throughout the term of this 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 furnished to the District Clerk upon request. It is expressly understood that failure to hold and maintain such certification shall be cause for the immediate termination of this agreement and of the employment of the Superintendent.
 5. The Superintendent shall be notified of and shall have the right to 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 his performance or salary.
 6. The Board, individually and collectively, shall promptly and discretely 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.
 7. Consistent with and pursuant to Education Law Section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner.

**ARTICLE III
COMPENSATION**

1. The Superintendent shall be paid, as salary, for the years July 1, 2011, through June 30, 2012, and July 1, 2012 through June 30, 2013 the sum of one hundred fifty three thousand dollars \$153,000.00 annually. Notwithstanding the aforementioned salary, the Board in its discretion may act to increase the Superintendent's salary for the 2012-2013 school year.
2. For each subsequent twelve month period of employment, the Superintendent's salary shall be determined by negotiations between the Board and the Superintendent based upon the Board's evaluation of the Superintendent's performance during the prior school year. However, in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of base salary received during the preceding twelve month period.
3. The Superintendent's compensation for each subsequent twelve month period of employment shall be determined by the Board no later than the May 15th for the subsequent school year.
4. All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in equal installments in the same manner as salary is paid to other certified employees of the District or as may be mutually agreed to by the parties.

**ARTICLE IV
RESIDENCY**

1. No later than one year following the date of appointment by the Board of Education, the Superintendent's primary and permanent domicile must be located within the District. The Superintendent shall also be required to live in the District for the duration of the Agreement and any extension thereof.
2. The District will reimburse the Superintendent for moving expenses not to exceed four thousand, two hundred dollars (\$4,200.00) as a one-time expense upon relocation to the South Glens Falls Central School District. A copy of the billing statement, exclusive of sales tax, shall be submitted to the Business Manager in order to complete the transaction for the purpose of reimbursement.

ARTICLE V
ANNUAL GOALS, OBJECTIVES AND EVALUATION

A. Performance Evaluation

1. The Board, during the first year of the Superintendent's employment within the District, shall evaluate the Superintendent's performance on or about January 1, 2012. The evaluation shall be based upon performance criteria to be mutually established by the Board and the Superintendent upon two months of taking office.
2. Thereafter, the Board shall devote at least a portion of one meeting during the month of February of each year of the Superintendent's employment by the District to an evaluation in executive session of his performance and his working relationship with the Board.
3. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by September 1 of each year which shall be reduced to writing in a form mutually agreed upon by 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.
4. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members.
5. The Board may use annual evaluation to inform the Superintendent of any concerns it may have or any concerns it has received from others. The Board should inform the Superintendent of any complaints or concerns on an ongoing basis as they occur.

B. Annual Medical Examination

The Superintendent agrees to have a comprehensive medical examination performed once during each twelve (12) month period of his employment by a duly licensed physician of his choice and to file a statement or certificate from the examining health care provider certifying his physical competency to perform his duties with the Clerk of the Board. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be paid by the Board. The Superintendent's annual examination shall be in lieu of the rights granted and the obligations imposed upon the parties by Education Law § 913.

**ARTICLE VI
BENEFITS**

A. Sick Leave:

1. The Superintendent shall be credited with sixty (60) days of sick leave upon the commencement of his employment as Superintendent. Thereafter, on July 1, 2012 and each July 1 thereafter, the Superintendent shall be credited with fourteen (14) days of paid sick leave per school year. Sick leave may be used for illness or injury to the Superintendent. Unused sick leave days will accumulate up to a maximum of two-hundred (200) days.
2. When the Superintendent leaves the employment of the District he will not be entitled to payment for any unused or accumulated sick leave days.
3. Up to ten (10) of the Superintendent's sick days may be used, annually, for the purpose of illness in his immediate family. For purposes of this section, "immediate family" shall be defined as spouse, child or parent.

B. Bereavement Leave:

1. The Superintendent shall be entitled to days of paid leave due to a death in his immediate family. The leave must be immediately associated with the time of death of the family member. For the purposes of this section, "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household. Bereavement leave shall be granted in the increments that follow:
 - a. A maximum of five (5) days for spouse or children, mother, father, mother-in-law, father-in-law.
 - b. A maximum of three (3) days for sister, brother, or any person residing with the employee.
 - c. One (1) day will be allowed to attend the funeral in the case of death of a grandparent, aunt, uncle, niece or nephew, son-in-law, daughter-in-law, brother-in-law and sister-in-law not residing with the Superintendent.
 - d. In situations not covered above, personal business leave, at the request of the Superintendent and permission of the Board of Education, may be used for funeral attendance.

2. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified. Bereavement leave will not be cumulative or carried over into future years.

C. **Personal Business Leave:**

The Superintendent shall be credited with four (4) days of personal leave each year for the purpose of conducting business which cannot be conducted at any other time. Any unused personal leave will accumulate as sick leave up to the maximum established in Section A of Article VI.

D. **Vacation Leave:**

The Superintendent shall be entitled to paid vacation leave during the contract period as follows: twenty (20) days for each year of employment, exclusive of holidays, credited on July 1st of each year. The Superintendent shall have an obligation to use at least ten (10) days a year of vacation time. Any unused vacation, up to ten (10) days, may be rolled over in any one school year. The Superintendent may accumulate no more than forty (40) vacation days. If the Superintendent leaves the employ of the District for any reasons, except for termination under Article VIII of this Agreement, he shall be paid for his unused and accumulated days at the rate of three hundred and fifty dollars (\$350.00) per day.

For any year that the Superintendent does not work a full year, the vacation days credited, for purposes of use in that year, shall be pro-rated (at the rate of 1.6 days per month) for each month worked. For any partial year of service, the Superintendent shall not be paid for any unused or accumulated vacation days at the time of separation of service.

E. **Conferences and Other Expenses:**

The Superintendent shall be entitled to attend professional conferences at the local, state and national level, upon the Superintendent's notification of the Board in advance of the conference, with the expenses of such conferences paid by the Board. The Superintendent is authorized to incur other reasonable and necessary expenses, up to the approved budgeted amount in the discharge of his duties. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval.

F. **Doctoral Program**

Effective in the 2013-2014 school year, the Superintendent is eligible for reimbursement of actual costs (including tuition, books or electronic equivalent, and university assessed fees) associated with enrollment and participation in an accredited doctoral program in an area related to school leadership, management, or educational administration under the following conditions:

- The district will reimburse up to a maximum of six thousand, five hundred dollars (\$6,500.00) per year for tuition and associated costs as stipulated above in a given school year. Payment will be provided to the Superintendent upon submission of a claim for said costs and successful completion of coursework. The Superintendent must earn a grade of "B" or better, or if Pass/Fail then a Pass in order to receive reimbursement.
- All claims for payment must be accompanied by appropriate documentation as normally acceptable per district policy.
- The maximum reimbursement towards a doctoral degree over multiple years is nineteen thousand, five hundred dollars (\$19,500.00).
- Should the Superintendent voluntarily resign from his position within one year following the receipt of any reimbursement for costs as outlined in this article, the superintendent shall reimburse the district for one hundred percent (100%) of the cumulative total of all monies reimbursed under this section, paid upon separation of service. Subsequently, the percentage of reimbursement required at the time of a voluntary resignation, shall be reduced by twenty-five percent (25%) for each year of service (i.e., two years following any reimbursement 75% etc.).
- If at any time (with or without reimbursement), the Superintendent enrolls in a doctoral program, he will notify the Board of Education in writing at the beginning of each term or semester indicating the number of course(s) being taken.
- The Superintendent may use his personal/vacation time to work on his doctoral program.

G. Holidays:

Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

Independence Day (July 4 th)	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	President's Day
Veterans Day	Good Friday
Thanksgiving Day and the day after	Memorial Day
Christmas Eve, Christmas Day and the day after Christmas	

H. Insurance:

1. **Health Insurance** - The Superintendent shall be entitled to individual/family coverage under PPO (Preferred Provider Organization) health insurance plan chosen by the District, with the District paying eighty percent (80%) of the premium cost for the Superintendent and his dependents. The Superintendent shall pay the remaining twenty percent (20%) of the cost of such coverage by payroll deduction.
2. **Dental Insurance** - The Superintendent shall be entitled to individual/family coverage under a dental insurance plan chosen by the District. The District shall pay one hundred percent (100%) of such coverage.
3. **Insurance in Retirement** - Upon his retirement from the District, under the rules of the New York State Teachers Retirement System and after a minimum of five years of service to the District, the Board will provide health insurance coverage under a District plan for the Superintendent and his spouse, for the remainder of their lives; however, the Superintendent's spouse shall only be eligible for such coverage so long as they remain married and shall only be eligible for single coverage should she survive him. This paragraph shall survive the term and be enforceable after the termination of this agreement, but shall only be available for so long as the Superintendent remains retired under the rules of the New York State Teachers Retirement System. The District will pay eighty percent (80%) of the premium cost of the appropriate insurance plans, including any and all applicable Medicare plans.
4. **Life & Disability Insurance** - The District will annually reimburse the Superintendent during the term of this agreement for the premiums paid for a whole/term life insurance and/or disability insurance policy up to a maximum of one thousand, five hundred dollars (\$1,500.00)

I. Expense Reimbursement:

The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for mileage, travel, and lodging, and similar items related to his employment. Mileage will be at the established IRS rate.

J. Association Dues:

The District shall pay annually, the Superintendent's membership dues and/or fees for the New York State Council of School Superintendents and American Association of School Administrators (AASA).

K. Technology Equipment:

The District shall provide the Superintendent with a cell phone and laptop for his use. Such items shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District. Incidental personal use is allowed, provided it does not result in extra costs to the District.

**ARTICLE VII
AGREEMENT RENEWALS**

1. No later than June 30, 2013 and in each June thereafter, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one year period. At such time, a motion to extend the term of this Agreement for an additional one year period will be moved, seconded and voted upon by the Board. If the Board fails to so act by June 30, the Superintendent may require that it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of his position as described herein.
2. The requirements of Article VII(1) above may be waived by the Superintendent upon written notice to the Board signed by the Superintendent.
3. 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.

**ARTICLE VIII
AGREEMENT TERMINATION**

1. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on sixty (60) days notice to the President of the Board.
2. The Superintendent's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below.

3. **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 (30) days notice, before an independent hearing officer who shall be an attorney at law. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association, by either party for a list of Arbitrators. Any suspension of the Superintendent during this process shall be with full pay and benefits. Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Article two, paragraph six of this agreement or charges based upon any conduct which was known to the Board more than eighteen (18) months before the charge is filed, shall not be admissible at such a hearing against the Superintendent. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.
- (b) The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact and a disposition of each charge. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

**ARTICLE IX
DISABILITY**

1. The Board reserves the right, during the Superintendent's term, in the event of his absence, illness, injury or other disability, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the Superintendent shall cause his physician(s) to make a written report to the Board of his condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request.
2. In the event that by reasons of illness, accident or other cause beyond his control, the Superintendent shall be incapacitated from rendering the services required for a period of six (6) months beyond the expiration of his accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent, terminate this contract.

**ARTICLE X
INDEMNIFICATION**

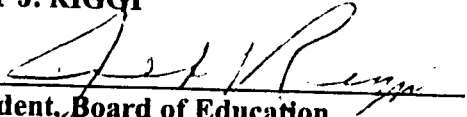
The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting 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.

**ARTICLE XI
MISCELLANEOUS**

1. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.
4. The original of this Agreement shall be filed with the Clerk of the Board of Education.
5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent.

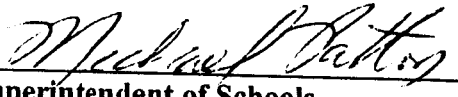
IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

JEFFREY J. RIGGI

By: 
President, Board of Education
South Glens Falls Central School District

5/23/11
Date

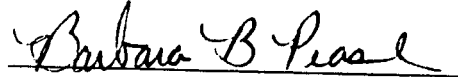
MICHAEL PATTON

By: 
Superintendent of Schools

5/23/11
Date

STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On this 23rd day of May 2011, before me came JEFFREY RIGGI, to me known who, being by me duly sworn, did depose and say that he is the President of the Board of the SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT described in, and which executed the foregoing Agreement; 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.

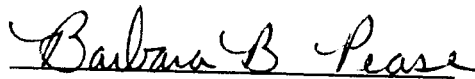


Notary Public

BARBARA B. PEASE
Notary Public, State of New York
No. 4779253
Qualified in Saratoga County
Commission Expires August 31, 20 13

STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On this 23rd day of May 2011, before me came MICHAEL PATTON, to me known and known to me to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.




Notary Public

BARBARA B. PEASE
Notary Public, State of New York
No. 4779253
Qualified in Saratoga County
Commission Expires August 31, 20 13

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 SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT at a regular meeting held on May 23, 2011 and has been made a part of the minutes of that meeting.


Donna Patricke, District Clerk
SOUTH GLENS FALLS CENTRAL SCHOOLS

SEAL

STATE OF NEW YORK)
) ss:
COUNTY OF SARATOGA)

On this 23rd day of May, 2011; before me came Donna Patricke, to me known, who being by me duly sworn, did depose and say that she is the District Clerk of the BOARD OF EDUCATION OF THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT described in, and which executed the foregoing Agreement; that she knows the seal of said District; that the seal affixed to said Agreement is such District seal; that it was so affixed by order of the Board of Education of said District; and that she signed her name thereto by like order.


Notary Public

PLEASE
State of New York
13853
Saratoga County
August 31, 2013