

**EMPLOYMENT AGREEMENT BY AND BETWEEN
THE SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT AND
Assistant Superintendent for Curriculum and Instruction**

Employee's Name: Timothy M. Dawkins
Title: Assistant Superintendent for Curriculum and Instruction
Date of Agreement: June 18, 2018

1. Employment

The Board of Education of the South Glens Falls Central School District ("District") hereby employs Timothy M. Dawkins and wishes to set forth, in this statement, the terms and conditions of said employment. Timothy M. Dawkins (hereinafter the "Assistant Superintendent") accepts said employment subject to the terms and conditions set forth herein and agrees to perform, to the best of his/her ability, the duties of such position.

The term of appointment and employment of Timothy M. Dawkins is controlled by and subject to the New York State Education Law and the Rules and Regulations of the Commissioner of Education, and is not established by this Agreement or the District's resolution. No rights as to term of employment or the continuation of compensation and benefits are conferred by this Agreement except those conferred by statute. During the term of his/her employment, Timothy M. Dawkins's employment is subject to termination in accordance to the Education Law and the Rules and Regulations of the Commissioner of Education. In the event of termination, this agreement shall be null and void.

2. Assistant Superintendent's Duties and Responsibilities

The Assistant Superintendent for Curriculum and Instruction shall be required to perform all the duties and responsibilities associated with the title of Assistant Superintendent, including but not limited to those in the job description attached hereto as Attachment "A". The Assistant Superintendent will act as the Superintendent of Schools in the absence of the Superintendent.

3. Terms of Employment

(a) The Assistant Superintendent shall be a twelve (12) month employee, from July 1st to June 30th. On days when school is closed due to inclement weather or other emergency conditions, the Assistant Superintendent shall be required to report for work, unless directed otherwise by the Superintendent.

(b) The term of employment is a three-year appointment commencing on July 1, 2018 to June 30, 2021. The employment of Timothy M. Dawkins shall be subject to the provisions of the Education and Civil Service Law.

4. Vacation Leave

(a) The Assistant Superintendent shall be entitled to twenty (20) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. Except that for any year that the Assistant Superintendent for Curriculum and Instruction does not work a full year, the vacation days, for the purposes of accumulation and the payout provided below, shall be prorated (at a rate of 1.66 days per month) for each month worked. If unused, a maximum of 10 days may be rolled over and accumulated, up to a maximum of twenty (20) days.

(b) The Assistant Superintendent shall be entitled to roll over, as per 4(a) above or buy back up to five (5) days of vacation time each year at 1/240th of current salary. Unused vacation will be paid on the last pay period of each school year.

- (c) Upon termination of employment, the Assistant Superintendent shall receive \$350 for each such day unused or accumulated day (up to a maximum of 20 days).
- (d) All vacation must be approved, in advance, by the Superintendent of Schools.

5. Holidays

The Assistant Superintendent shall be granted leave with pay for the following holidays:

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	

6. Insurance and Annuities

(a) Health Insurance: The Assistant Superintendent shall be entitled to individual/two-person/family coverage under the designated Administrators Association "base plan", currently the Washington-Saratoga-Warren-Hamilton-Essex BOCES consortium Alternate PPO, with the District paying eighty percent (80%) of the premium cost for the Superintendent and his dependents. The Assistant Superintendent shall pay the remaining Twenty percent (20%) of the cost of such coverage by payroll deduction.

The Assistant Superintendent agrees to reduce the district cost of health insurance through the use of a buyout with a completed Health Insurance Waiver and proof of other health coverage provided to Business Office. The district agrees to pay the assistant superintendent who chooses the buyout rather than health insurance the amount of \$4,100 annually.

(b) Retiree Health Insurance: Provided the Assistant Superintendent retires from the District pursuant to the requirements of the New York State Employees' Retirement System after ten (10) years of employment with the District, he/she shall be entitled to continue to be covered by the District under the District health insurance plan, with the District paying 80% of the premium cost of the appropriate "base" insurance plan for the Assistant Superintendent and his/her dependents. The retired Assistant Superintendent, their spouse or dependent who become Medicare eligible either by turning age 65 or meeting the Medicare eligibility requirements due to disability are required to participate in Medicare Part "A" (hospital) and Part "B" (medical). This measure will be applicable only to health insurance coverage and will not apply to dental insurance. If retiree wishes to retain dental insurance he/she will pay 100% of cost.

(c) Dental Insurance: The Assistant Superintendent shall be eligible to participate in a dental care program offered by the District (currently Blue Shield Dental Care Program). The District will pay one hundred percent (100%) of the premium costs for Blue Shield individual membership and seventy-five percent (75%) of the premium costs for family membership Blue Shield Dental Care Program.

(d) Tax Deferred Annuities: The Assistant Superintendent may, in accordance with New York State Law, elect to withhold and transfer an amount of his/her salary, said amount to be determined by the Assistant Superintendent, to participate in a tax deferred annuity program as per SGFCS 403 (b) retirement plan. The Assistant Superintendent must elect to participate in such a program in writing, submitted to the District by June 1 of each school year to be effective July 1 of the subsequent school year.

(e) The Assistant Superintendent shall be entitled to participate in the District's IRS §125 Plan.

7. Sick, Personal and Family Illness Leave

(a) The Assistant Superintendent shall be entitled to fourteen (14) days of leave per year to be used for the purpose of personal illness or injury. Up to ten (10) such days may be used for illness in the Assistant Superintendent's immediate family. Immediate family is defined as spouse, child or parents.

(b) Unused sick leave days may be accumulated up to a maximum of two hundred (200) days. No payment for accumulated, unused days will be made at the time of retirement or termination of employment.

(c) The Assistant Superintendent shall be entitled to a total of four (4) days per year for the purpose of personal leave. Personal leave is meant to be taken only for the purpose of conducting business which cannot otherwise be addressed outside of normal working hours. The Assistant Superintendent must provide the Superintendent of Schools with at least two days notice of his/her intention to use personal leave, except in cases where emergency situations do not allow him/her to provide such two days notice. All unused personal leave days shall accumulate and shall be added to the personal illness days accumulated by the Assistant Superintendent.

(d) The Assistant Superintendent shall carry over all of his unused accumulated sick day accrued in his previous position in the district.

8. Family Leave

The Assistant Superintendent shall be granted, upon request to the Board of Education, a family leave for a period of up to one (1) year. The leave will be granted for purpose of caring for an immediate family member as defined in 7 (a) above. Such request will be made, except in cases of emergency, at least two weeks (14 days) prior to commencement of such leave.

9. Bereavement Leave

The Assistant Superintendent shall be entitled to days of paid leave due to a death in his/her immediate family. For the purposes of this section, "immediate family" is defined as spouse, children, parents, siblings, grandparents, grandchildren, aunt, uncle, niece, nephew, father-in-law, mother-in-law, or any relative or person living in the Assistant 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 or daughter in-law, brother or sister-in-law not residing with the Assistant Superintendent
- (d) In situations not covered above, personal business leave, at the request of the Superintendent, may be used for funeral attendance.
- (e) Bereavement leave will not be cumulative or carried over into future years.

10. Accident Indemnity

If the Assistant Superintendent is injured while performing assigned duties he/she shall be paid the difference between his/her current salary and any Workers' Compensation for the duration of the absence for up to one (1) year without the loss of accumulated leave time.

11. Compensation

(a) The Assistant Superintendent's base salary for the 2018-2019 school year, shall be \$126,000, paid in equal installments in accordance with the rules of the Board governing salary payment to other District employees.

For each subsequent twelve month period of employment, the Assistant Superintendent's salary shall be determined by negotiations between the Superintendent and the Assistant Superintendent, subject to the approval of the Board of Education by the May Board of Education meeting each year based on the evaluation of the Assistant Superintendent's performance during the prior school year. However, in no event shall the Assistant Superintendent's salary for any twelve month period of employment be less than the amount of salary received during the preceding twelve month period.

(b) Assistant Superintendent for Curriculum and Instruction will accrue longevity in appointed position. Longevity will be added to the next school year base salary (on July 1st) after completion of:

4 Years	\$600
9 Years	\$900
12 Years	\$1,200
15 Years	\$1,500
20 Years	\$1,800

12. Conferences

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

13. Expense Reimbursement

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

14. Technology

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

15. Performance Evaluation

The Superintendent of School and/or his designee shall evaluate the performance of the Assistant Superintendent at least once per year and shall report the results of such evaluation to the Assistant Superintendent and to the Board of Education, no later than May 1.

16. Personnel File

No material derogatory to the Assistant Superintendent's conduct, service, character, or personality shall be placed in his/her personnel file maintained by the District unless he/she had the opportunity to examine the material. The Assistant Superintendent shall acknowledge that he/she has examined such material by signing the copy to be filed with the understanding that such a signature does not necessarily

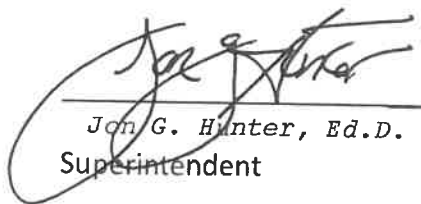
indicate agreement with its content. The Assistant Superintendent has the right to respond to the material. Anonymous complaints shall not be included in the personnel file. Upon request, the Assistant Superintendent shall be permitted to examine material in his/her personnel file and have a copy made of any documents contained therein. No written material from the Assistant Superintendent's personnel file shall be forwarded to a prospective employer without his/her permission.

17. Termination and Abolishment of Position

(a) The Assistant Superintendent's employment and this agreement may be terminated pursuant to the New York State Education Law, by written agreement between the Board and the Assistant Superintendent, or by written notice to the Board, by the resignation of the Assistant Superintendent, upon sixty (60) days' notice.

(b) Should the Board of Education desire to abolish the position of Assistant Superintendent, which would result in the termination of the Assistant Superintendent's employment, it must provide him/her with one (1) year notice, in writing, of such abolition and termination.

The above terms and conditions of employment are offered in consideration of your satisfactory service to the South Glens Falls School District, subject to the approval of the Board of Education of the District.

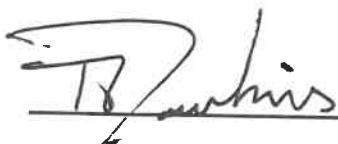


Jon G. Hunter, Ed.D.
Superintendent

6/18/18

Dated

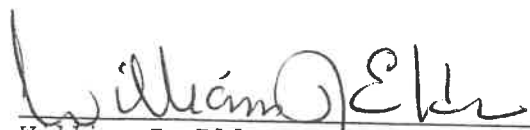
I have read the above statement of Terms and Conditions of Employment and hereby accept employment in accordance with said terms and conditions.



Timothy M. Dawkins
Assistant Superintendent for Curriculum and Instruction

6/12/18

Dated



William J. Elder, President
Board of Education

6/18/18

Date

