

**EMPLOYMENT AGREEMENT**  
**for**  
**SUPERINTENDENT OF SCHOOLS**

AGREEMENT, made this 7<sup>th</sup> day of June, 2005, by and between  
**THE BOARD OF EDUCATION OF THE NEW HARTFORD CENTRAL SCHOOL**  
**DISTRICT**, with an office located at 33 Oxford Road, New Hartford, New York (hereinafter  
referred to as "the Board") and **DANIEL P. GILLIGAN**, residing at 92 Chestnut Hills,  
New Hartford, New York (hereinafter referred to as "Mr. Gilligan" or "the Superintendent").

**WITNESSETH**

**WHEREAS**, Mr. Gilligan currently serves as Assistant Superintendent for Curriculum  
and Instruction and has served in such capacity since July 1, 1985; and

**WHEREAS**, the Board wishes to employ Mr. Gilligan as the Chief Executive and  
Administrative Officer of the District, under an agreement for a three (3) year term upon the  
terms and conditions set forth herein; and

**WHEREAS**, Mr. Gilligan has accepted said offer of continuing employment; and

**WHEREAS**, it is acknowledged that a written contract specifying the terms and  
conditions of the Superintendent's continuing employment by the District will provide the basis  
for the effective communication and future understanding between the parties; and

**WHEREAS**, the parties have 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:

**1. Offer of Employment.**

The Board, pursuant to Section 1711, Subsection 3 of the New York Education Law and, in accordance with a resolution duly moved, seconded and adopted at a meeting held on June \_\_, 2005, hereby offers to employ the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

**2. Acceptance by Superintendent.**

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

**3. Term of Employment.**

[a] The Superintendent's term of continuing employment shall be for a three (3) year period, commencing on July 1, 2005 and terminating on June 30, 2008, unless further extended or sooner terminated as hereinafter provided.

[b] No later than December 31, 2007, the Superintendent shall notify the Board, in writing, of his desire to remain in the position of Superintendent for an additional year beyond the remainder of the Agreement. Thereafter, within thirty (30) days of such notice, the Board shall meet, in an executive session, to determine whether it is inclined to accept the Superintendent's offer to remain in the position of Superintendent for an additional year beyond the term of the Agreement. The President of the Board shall thereafter, inform the Superintendent of the Board's informal determination. The Superintendent shall have the option to request that the matter of the extension for an additional year beyond the term of the Agreement under this provision be placed on the Board's action portion of the agenda for the next

regular meeting of the Board, at which time the Board may take such action as it deems appropriate. If either party fails to exercise their option to extend the Agreement on or before February 15, 2008, the Agreement will expire on its normal expiration date.

[c] Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth, unless otherwise agreed upon, in writing, by the parties; and it shall not be considered that the Board and the Superintendent have entered into the new Agreement, unless expressly stated, in writing, and signed by both parties thereto.

**4. Superintendent's Duties and Responsibilities.**

[a] The Superintendent shall be the Chief Administrative Office of the District and shall perform all the duties of, and possess all of the authority now or hereafter 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 of the State of New York.

[b] The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent provided, however, that all additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of New York.

[c] With respect to their relationships to one another, and in 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.

[d] The Superintendent shall provide the Board with annual, written evaluations of the members of the Administrative Staff.

**5. Board Referral.**

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, and any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.

**6. Certification.**

The Superintendent shall possess and maintain as a condition of continuing employment a valid certificate to act as a Superintendent of Schools in the State of New York during the term of his employment with the District.

**7. Remuneration.**

[a] Salary:

(i) First Year of the Agreement:

The Superintendent's annual base salary for the period commencing July 1, 2005 through June 30, 2006 shall be One Hundred Forty-Seven Thousand Five Hundred Dollars (\$147,500).

(ii) Second Year of the Agreement:

The Superintendent's annual base salary for the period commencing July 1, 2006 through June 30, 2007 shall be One Hundred Fifty-Two Thousand Five Hundred Dollars (\$152,500).

(iii) Third Year of the Agreement:

The Superintendent's annual base salary for the period commencing July 1, 2007 through June 30, 2008 shall be One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500).

(iv) Increases in Salary: Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement and it shall not be considered that the Board and the Superintendent have entered into a new Agreement unless expressly stated, in writing, signed by both parties hereto.

[b] Life Insurance:

(i) The District shall provide term life insurance for the Superintendent in an amount equal to his current salary. The Superintendent may, at his own expense purchase additional term life insurance under the District's group plan to a maximum of \$350,000.

(ii) If the Superintendent is still covered by group life insurance in a New Hartford Central School District plan at age 62, he shall have the option of extending the life insurance coverage he has in effect at that time, through age 70. If the Superintendent wishes to exercise this option, he will continue to pay the group contribution rate for the District set by the District's insurance carrier, plus any increased costs to the plan that may result due to his continued coverage, for the District and/or other plan participants. This premium calculation will be supplied by said insurance carrier for each year of coverage beginning when the Superintendent reaches age 63 and continuing until he reaches age 70.

The following example demonstrates the cost calculation:

If the Superintendent's contribution at age 62  
(group rate in effect times thousands of dollars of  
coverage), equals (x) number of dollars; and

The increased premium cost (over the costs of coverage at age 62) to the District and/or other plan participants attributable to the Superintendent's continued coverage under the group plan from age 63 to age 70 equals (y) number of dollars;

**8. Performance Evaluation.**

The Board shall provide the Superintendent with periodic opportunities during the year to discuss Superintendent-Board relationships. The Superintendent and the Board will confer during each school year to discuss perceived strengths and weaknesses relating to the assessment of the Superintendent's performance and working relationship with the Board. In addition to the above, the Board will provide the Superintendent with an annual review and evaluation of his performance based upon relevant factors and other mutually-agreed upon criteria and will take into account any input received from the Superintendent. The annual review by the Board will take place prior to June 15<sup>th</sup> of each year and will be conducted in Executive Session. The evaluation shall be in writing and executed by the President of the Board on behalf of its members. A copy of the document will be provided to the Superintendent and he shall have the opportunity to discuss its contents and his comments regarding same, with the Board.

It is further understood and agreed that the Superintendent's annual written evaluation of the other Administrative personnel employed by the District shall be completed and forwarded to the Board prior to the annual evaluation of the Superintendent by the Board.

**9. Benefits.**

[a] Holidays: The Superintendent shall be entitled to paid holidays as follows: New Years Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

[b] Personal Leave: The Superintendent shall be entitled to receive three (3) personal days per year which will be credited to sick time if unused.

[c] Bereavement Leave: The Superintendent shall be entitled to five (5) days leave as a consequence of a death in the immediate family of the Superintendent.

[d] Health and Dental Insurance: The Superintendent, and each member of his family residing with him, shall be entitled to the health and dental insurance policy benefits as an employee under the standard District plan of said District as it may be amended from time to time at the sole expense of the District.

Upon retirement from the District under eligibility standards set forth by the New York State Teachers' Retirement System ("NYSTRS"), the Superintendent shall continue to receive health and dental insurance coverages during retirement in accordance with the coverages in effect at his retirement, provided, however, that the Superintendent shall no longer be requested or required to contribute to the cost of such premiums for himself or other eligible dependents during his retirement. If the Superintendent commences employment in another full-time position (other than as an Interim Superintendent) after retiring from the District, and such position provides for health insurance coverages substantially similar to that provided herein to the Superintendent as a retiree, the District's obligation to provide such retiree health insurance benefits shall be suspended during such period(s) of active full-time employment.

**10. Sick Leave.**

[a] Pursuant to the terms of this contract of employment, the Superintendent may use up to seven (7) days per year for family illness.

[b] The Superintendent shall receive thirteen (13) days of sick leave upon completion of each twelve (12) months of employment with the District, beginning July 1, 2005. The parties



acknowledge that, by virtue of previous continuous service to the District, the Superintendent had accumulated 433 days of unused sick leave (as of March 28, 2005) and that he shall be permitted to maintain such accumulated leave.

[c] The Superintendent shall be entitled to continue to accumulate unused sick leave during the period of his employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment.

[d] In the event the Superintendent has accumulated unused sick leave at the time of his retirement from the District, he will be paid at the rate of \$56 per day for such accumulated unused sick days up to 150 days and \$61 per day for any additional unused sick days.

#### **11. Vacation Leave.**

[a] The Superintendent shall be credited with twenty-four(24) days vacation leave upon commencement of employment with the District under this Agreement and each year thereafter.

[b] There will be no carry-over of unused vacation days. The foregoing notwithstanding, the Superintendent shall continue to have, on an annual basis, the right to receive per diem compensation for working up to seven (7) designated vacation days. Such compensation shall be prorated based on the rate of annual salary then in effect. The Superintendent shall provide the Board with accurate records of such vacation usage and unused vacation compensation at the per diem rate on an annual basis or at such other times as may be requested.



**12. Expense Reimbursement.**

[a] The superintendent is authorized to incur reasonable and necessary expenses in the discharge of his duties including, but not limited to, expenses for travel and lodging, professional association dues and fees, attendance at professional conferences and meetings on national, state and local levels, and similar items related to his employment.

[b] The Board will pay or reimburse the Superintendent for all such expenses upon presentation of an itemized accounting of such expenditures.

**13. Indemnification.**

The Board agrees to provide legal counsel, and to indemnify, the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board, resulting in bodily or other injury to any person or damage to the property of any person.

**14. Other work.**

[a] The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement provided, however, that 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 the superintendent's duties and responsibilities as specified herein.

[b] In consideration of receiving the appointment, benefits and terms contained in this Agreement, the Superintendent agrees that, unless approval is granted by the Board in advance, he shall not apply for, or accept employment in another school district during the first and second

years of this Agreement. The covenants contained in this provision may be extended in the remaining year(s) of the contract by the mutual agreement of the parties.

**15. Medical Examination.**

Annually, the Superintendent may choose to have a medical examination conducted, at the expense of the District, to determine his fitness or capacity to serve as Superintendent. The Board, likewise, reserves its right (under Section 913 of the Education Law) to require the Superintendent to undergo a comprehensive medical examination at any time during his employment.

**16. Termination.**

[a] During Term of Agreement.

(i) By the Superintendent (Resignation or Retirement)

- If Superintendent desires to resign his employment during the term of this Agreement, or any extension of this Agreement, he shall give written notice to the Board of his election to so resign, said notice to be delivered not less than ninety (90) days prior to the effective date of resignation.
- If Superintendent desires to retire from his employment during the term of this Agreement, or any extension of this Agreement, he shall give written notice to the Board of his election to retire, to be delivered not less than one hundred-twenty (120) days prior to the effective date of retirement.

(ii) By the District

Throughout the term of this contract the Superintendent shall be subject to discharge for good and just causes, said causes to be given to the Superintendent in writing, provided, however, that the Board of Education does not arbitrarily or capriciously call for his dismissal and that he shall have the right to written charges, notice of hearing and fair hearing before a hearing officer selected by the Board of Education. If he chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses. The hearing officer's report and recommendations shall be in writing and forwarded to the Board of Education who shall review same along with the record of the hearing and make a final determination. The Board's decision shall be binding upon the parties.

(iii) By Mutual Agreement

The Superintendent's employment may be terminated under this Agreement by mutual agreement of the parties, in writing.

(iv) Death

The Agreement shall terminate upon death of the Superintendent prior to the expiration of the term, with compensation and other accrued benefits noted herein prorated to the date of death.

**17. Notice**

Unless otherwise specified, all notices given under this Contract shall be given in writing delivered as follows:

[a] To the Superintendent: Personally or by certified mail, return receipt requested, addressed to his residence on file with the District;

[b] To the District or Board: To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to his residence on file with the District, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested.

[c] When Effective: Notice given by mail shall be deemed given three days after mailing (not counting the day mailed) regardless of the date of actual receipt. Notices may be signed by the Superintendent, by the President or other Board member designated by the Board by resolution, or by an attorney for either party.

#### **18. Miscellaneous**

[a] Headings. The paragraph headings contained in this Contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.

[b] Waiver. In the event any term or condition of this Contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

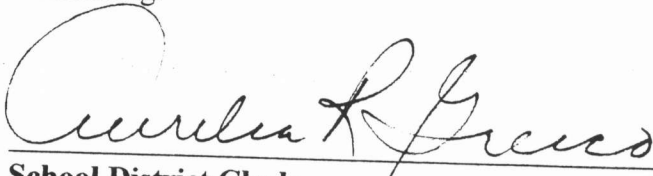
[c] Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of New York.

#### **19. Written Agreement.**

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified, or extended in accordance with the provisions of this Agreement, of by subsequent Agreement, in writing, between the parties hereto.

**CLERK'S 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 New Hartford Central School District at a public meeting duly held on June 7, 2005, and has been made a part of the Minutes of that meeting.

  
Cecilia R. Gross  
School District Clerk