

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT
AND
PATRICK M. MCGRATH, JR.**

AGREEMENT, made this **15th** day of **June, 2022** by and between THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT, (hereinafter, the "Board") and PATRICK M. MCGRATH, JR., residing at 2108 Cook Road, Charlton, New York (hereinafter, the "Superintendent").

WHEREAS, the Board of Education entered into an initial Employment Agreement with Superintendent McGrath by resolution approved on April 3, 2012 creating a three (3) year agreement beginning July 1, 2012 and terminating June 30, 2015, and

WHEREAS, the Board of Education and the District agreed to terminate the original Agreement approved on April 3, 2012 as referenced above and to enter into a Successor Agreement with the Superintendent dated September 2, 2014, which created a new term of employment from July 1, 2014 to June 30, 2018, unless further extended or sooner terminated as hereinafter provided, and

WHEREAS, the Board of Education and the District agreed to amend the Successor Agreement dated September 2, 2014 as set forth above and created a Successor Agreement dated July 12, 2016 which created a new term of employment from July 1, 2014 to June 30, 2019, and

WHEREAS, the Board of Education and the District agreed to terminate the Successor Agreement dated July 12, 2016 and to create a new Employment Agreement dated January 1, 2019 and terminating December 31, 2023, and

WHEREAS, the Board of Education and the District agreed to terminate the Successor Agreement dated December 13, 2018 as set forth above and to create a new Employment Agreement dated July 1, 2022 and terminating on June 30, 2026, 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 set forth in this Fourth Amended Employment Agreement 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, will begin on July 1, 2022 and terminate on June 30, 2026, unless further extended or sooner terminated as hereinafter provided.
2. The Superintendent's work year shall be 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 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.
3. Without limiting the foregoing, the Superintendent shall have the specific and exclusive authority, right and responsibility to:
 - a. organize and reorganize the administrative and supervisory 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.

4. 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.
5. 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.
6. During the term of this Agreement, the Superintendent shall devote his full time, skills, labor and attention to the performance and discharge of his/her duties and responsibilities; provided, however, that 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.
7. 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.
8. 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/her performance or salary.
9. 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.
10. Consistent with and pursuant to Education Law §211-B (5)(a) the superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

ARTICLE III COMPENSATION

1. Compensation for the Superintendent under the terms of this Agreement shall be as follows:
 - a. Effective July 1, 2022, the Superintendent's salary shall increase by 3.3% for the 2022-2023 school year.
 - b. Effective July 1, 2023, the Superintendent's salary shall increase by 2.3% for the 2023-2024 school year.
 - c. Effective July 1, 2024, the Superintendent's salary shall increase by 2.3% for the 2024-2025 school year.
 - d. Effective July 1, 2025, the Superintendent's salary shall increase by 2.3% for the 2025-2026 school year.
2. 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.
3. On June 30 of each year covered by this contract, the Board shall make a non-elective tax-deferred annuity payment to the Superintendent's tax-deferred annuity account in the amount of \$10,000.00, per year.
4. The District agrees to provide the Superintendent with a long-term disability insurance policy, with the cost of the policy not to exceed \$2,000 per year.

ARTICLE IV ANNUAL GOALS, OBJECTIVES AND EVALUATION

1. The Board shall devote at least a portion of one meeting during the months of March or April to an evaluation in executive session of his performance and his/her working relationship with the Board.
2. The evaluation shall be based upon performance criteria as mutually established by the Board and the Superintendent by March 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.
3. The Board also shall devote at least a portion of one meeting during the months of October

or November in each year during the Superintendent's employment by the District to a general discussion in executive session between the Board and the Superintendent with respect to his performance and his working relationship with the Board. A written memorandum summarizing that discussion shall be provided to the Board by the Superintendent subsequent to such discussion.

4. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members.

ARTICLE V BENEFITS

1. Merit Payment. In the 2023-2024, 2024-2025 and 2025-2026 school years, the Board of Education may authorize an additional merit increase to the Superintendent's salary not to exceed 1.0% each year. Any additional merit increase is based upon the Superintendent satisfactorily completing the goals established for that year. The Board of Education President shall communicate to the Assistant Superintendent for Support Services by April 30, of each year whether the Board of Education has authorized any additional merit increase for the following school year.
2. Leave Time. The Superintendent shall annually be credited on July 1 with thirty (30) days non-cumulative flex leave to be used as vacation, sick, personal and bereavement days. Upon request of the Superintendent and upon the Board's approval the Superintendent may defer up to ten (10) unused leave days to the next year. Upon retirement, the district shall compensate the Superintendent for any unused flex days at his daily rate of pay. The payment shall be made as a non-elective employer contribution to the Superintendent's 403B account.
3. Conferences and Other Expenses: The 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 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.
4. Holidays: Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave in accordance with the District's CSEA contract.
5. Insurance:
 - A. Health Insurance - The Superintendent shall be entitled to coverage under the Superintendent's choice of the District's health insurance plans, which may include general health insurance, prescription drug, dental and optical coverage,

for the Superintendent and his dependents. The District shall pay 75% of the cost of such coverage.

- B. Insurance in Retirement - Upon his retirement from the District after ten (10) years of service, the Board will provide health, vision, dental and prescription drug insurance coverage under either an individual, two-person or family health plan for the Superintendent and his spouse, and eligible dependents, 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 coverage should she survive him.

If the Superintendent retires from the District with at least 10 years of service, the Superintendent's lifetime contribution to the premium cost of the insurance plan for the will be as follows:

- a. After 10 years of service: 20%
- b. After 11 years of service: 15%
- c. After 12 years of service: 10%
- d. After 13 years of service: 5%
- e. After 14+ years of service: 0%

The Superintendent's spouse and eligible dependents shall have the same lifetime contribution to the premium cost of the insurance plan should they survive the Superintendent.

The Superintendent agrees to change health insurance to a Medicare Advantage version of his health insurance plan if and/or when he is eligible.

- C. Life Insurance - The District will annually pay the premiums for a term life insurance policy for the Superintendent with a face value fixed at two (2) times the Superintendent's salary on July 1, 2012.
6. Residency: It is understood that the Superintendent will maintain his residence within the boundaries of the District during the term of the Superintendency.
 7. Mileage Reimbursement: The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal car in the performance of his official duties as Superintendent.
 8. Association Dues: The District shall pay 100% of the Superintendent's annual membership fee for the Superintendent's membership in the New York State Council of School Superintendents, the American Association of School Administrators and a local Superintendent's organization.
 9. Other Expenses: The District shall provide the Superintendent with a computer, and/or

tablet with necessary technology for his use. This shall include business and incidental personal 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. The District shall reimburse the Superintendent for any costs associated with the Superintendent's business use of his personal cell phone.

ARTICLE VI AGREEMENT RENEWALS

1. In no event shall the benefits provided to the Superintendent under this agreement and subsequent contract extensions be decreased or eliminated during the term of his employment, without his consent.
2. The Board and Superintendent agree that during the calendar year of January 1, 2025 - December 31, 2025 in the event the Superintendent is interested in extending this agreement, the Superintendent will advise the Board of his interest in negotiating a successor agreement which would extend beyond the current contract expiration date of June 30, 2026. If both parties agree to the extension of employment beyond June 30, 2026 they will negotiate a successor agreement by December 31, 2025.

ARTICLE VII AGREEMENT TERMINATION

1. Mutual Agreement. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board;
2. Resignation. This agreement may be terminated upon the Superintendent's written resignation on ninety (90) days notice to the President of the Board.
3. Certification. The Superintendent may be immediately terminated if the Superintendent does not possess a valid certificate to act as a Superintendent of Schools in the State of New York. The failure of the Superintendent to hold and maintain such certification shall be cause for the immediate termination of this Agreement and of the employment of the Superintendent.
4. Disability. The Superintendent may be terminated if he is disabled and unable to perform the duties of the Superintendent and has exhausted all leave and extended leave for a consecutive number of days beyond six months pursuant to Article VIII
5. Just Cause. The Superintendent's employment during the term of this Agreement may be terminated for just cause; just cause shall be defined as: guilty of insubordination, immoral character, incompetence or neglect of duty in accordance with the hearing

procedures set forth below.

6. 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.
- b. The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel, to present, cross-examine and subpoena witnesses, to subpoena documents, papers, letters or other tangible evidence, to have all testimony given under oath, to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The hearing officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.
- c. Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Article II, paragraph "8" of this Agreement shall not be admissible at such a hearing against the Superintendent. No charge shall be brought more than eighteen (18) months after the occurrence of the alleged act except when the charge is of misconduct constituting a crime when committed. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.
- d. 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 VIII
DISABILITY**

During the terms of this Agreement or any extension hereto, if the Superintendent is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond the Superintendent's sick leave entitlement, the Superintendent shall be granted an extended leave for an additional period of time, with compensation, up to a total maximum period of six months, including the number of days of sick

leave, provided there is evidence to a reasonable medical certainty that the Superintendent will be able to resume his employment with the District at the end of said extended leave.

ARTICLE IX DEFENSE AND INDEMNIFICATION

The District shall, to the maximum extent permitted by law, indemnify the Superintendent and hold him harmless against any loss arising out of any demand, claim, suit, action, or legal proceeding brought against the Superintendent, acting within the scope of his authority as such Superintendent. The Superintendent's actions shall be in either his individual capacity or his official capacity as agent and employee of the District and such actions were arising out of incidents which occurred while the Superintendent was acting within the scope of his employment or under the direction of the Board. Such indemnification shall include, at the District's sole cost and expense, of a complete defense to any such demand, claim, suit, action, or legal proceeding. Payment of the amount of any judgment or award including damages, costs, expenses and interest contained therein or imposed thereon, or of the amount of any settlement agreed to, as a result of or in connection with any such demand, claim, suit, action, or legal proceeding shall be paid for by the District.

ARTICLE X MEDICAL EXAMINATION

Once, during each year of his employment, the Superintendent shall have a comprehensive medical examination performed by a duly licensed physician of his choice and shall file with the District Clerk a statement from the examining physician certifying his physical competency to perform his duties. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board. Any cost for such annual medical examination not covered by the Superintendent's health insurance shall be paid for by the District.

ARTICLE XI SURVIVAL

1. If the District is dissolved, annexed to, merged or consolidated with one or more school districts, the Board agrees to make every reasonable effort to ensure that the Superintendent is appointed to the position of Superintendent of the merged district. If this is not possible, then the Board shall make every reasonable effort to ensure that the Superintendent is appointed to a position in the merged district which is consistent with the Superintendent's education, background, experience, certification and former status and acceptable to the Superintendent. In either case, the Superintendent shall be entitled to receive salary, benefits and rights provided for under this Agreement for the balance of the unexpired term hereof.

2. If the Superintendent is not appointed to the position of Superintendent or a comparable position in the merged district, or if the Superintendent declines to accept such appointment, then the Board shall continue to pay the Superintendent all salary and benefits provided for under this Agreement, until the termination of this Agreement. If the merged district fails to pay said salary and benefits, such cost shall be a debt of the District, and the District shall continue in existence as provided by law for the purpose of paying such debt. Alternative severance arrangements may be entered into upon written agreement of the Superintendent and the Board.

ARTICLE XII 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 Amended Agreement to be subscribed on the day and year first above written.

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT

By: _____ Date: _____
President, Board of Education

By: _____ Date: _____
Superintendent