

SHENENDEHOWA CENTRAL SCHOOL DISTRICT
EMPLOYMENT AGREEMENT: SUPERINTENDENT OF SCHOOLS
As Amended June 21, 2016—for the period 2016-2021

This Agreement is made effective upon ratification at the June 21, 2016 Board of Education Meeting, between the Board of Education of the Shenendehowa Central School District, (hereinafter “the Board”), and Dr. L. Oliver Robinson, of Clifton Park, New York, for the period of July 1, 2016- June 30, 2021.

RECITALS

- A. The Board of Education is the elected governing body of the Shenendehowa Central School District (hereinafter “the District”), a New York State municipal corporation with principal offices located at 5 Chelsea Place in Clifton Park, New York. The District is a central school district, subject to the provisions of Article 37 of the New York State Education Law.
- B. By Resolution adopted by a unanimous vote on the 8th of February 2005, the Board appointed L. Oliver Robinson, Ph.D. to the position of Superintendent of Schools, and upon Dr. Robinson’s (hereinafter “the Superintendent”) acceptance of that appointment the parties entered into an Agreement dated February 8, 2005 providing for the terms and conditions of his employment in that capacity for the period July 1, 2005 through June 30, 2008. By Resolution adopted by a unanimous vote on June 13, 2006 the Superintendent’s employment was extended through June 30, 2010, and the Agreement between the parties amended and reapproved as so amended. By Resolution adopted by a unanimous vote on July 10, 2007 the Superintendent’s employment was extended through June 30, 2011, and the Agreement between the parties amended and reapproved as so amended. By Resolution adopted by a unanimous vote on June 10, 2008 the Superintendent’s employment was extended through June 30, 2012, and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on August 11, 2009 the Superintendent’s employment was extended through June 30, 2015, and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on June 22, 2010, the Superintendent’s employment was extended through June 30, 2015, and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on July 11, 2011 the Superintendent’s employment was extended through June 30, 2016, and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on July 10, 2012 the Superintendent’s employment was extended through June 30, 2017. By Resolution adopted by a unanimous vote on July 9, 2013 the Superintendent’s employment was extended through June 30, 2018 and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on July 8, 2015 the Superintendent’s employment was extended through June 30, 2020 and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on July 7, 2015 the Superintendent’s employment was extended through June 30, 2020 and this Amended Agreement between the parties was approved. By Resolution adopted by a unanimous vote on June 21, 2016 the Superintendent’s employment was extended through June 30, 2021 and this Amended Agreement between the parties was approved. This Employment Agreement shall supersede all prior employment agreements between the parties.
- C. The Superintendent is duly certified by the New York State Education Department to serve as Superintendent of Schools in public schools in New York State.
- D. The parties, in consideration of the mutual promises set forth herein, enter into this Amended Agreement to fix the terms and conditions under which the Superintendent shall continue to serve in that capacity.

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COVENANTS

1. DURATION OF AGREEMENT.

The term of this Amended Agreement shall be five years, the maximum allowable period pursuant to Education Law, beginning July 1, 2016 and ending June 30, 2021, unless such term is sooner terminated pursuant to the provisions of this Agreement, or is extended pursuant to the provisions of Section 5 Paragraph A hereof.

2. DUTIES AND RESPONSIBILITIES.

A. Legal Authority and Additional Assigned Duties. The Superintendent shall be the Chief Executive Officer of the District, and shall perform all the duties of, and possess all the authority now or hereafter imposed upon or granted to, a Superintendent of Schools by the provisions of the laws and regulations of the United States of America, and the laws and regulations of New York State. 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, as required by law.

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

The Board shall not, without the Superintendent's written consent, adopt a policy, by-law, or regulation that impairs or reduces the duties and authority specified above. This provision shall continue in full force and effect during any period of suspension. Throughout the period of his employment as Superintendent, the Superintendent shall perform and discharge his duties and responsibilities as Superintendent of Schools for the District faithfully, diligently, and in accordance with accepted professional standards.

B. Duty to Devote Full Time and Attention to the Employment. Throughout the period of his employment as Superintendent, the Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties to the best of his ability. The Superintendent may, however, 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. Should the Board determine that the Superintendent is devoting an excessive amount of time and attention to such activities, it shall so inform the Superintendent, and shall engage in discussions to reach mutually acceptable limitations on his future participation in such activities.

C. Attendance at Board Meetings. 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 and salary.

D. Attendance at Conferences. It is expected and understood that the Superintendent's professional duties and responsibilities shall include attendance at and participation in conferences, meetings of professional organizations, and other similar or related professional development activities on a regular basis throughout his service in the District. Time spent in such activities shall be considered working time and shall not be credited against leave allowances, and the reasonable expenses of the Superintendent related to such activities shall be paid or reimbursed on presentation of itemized receipts. Should the Board deem the Superintendent's absence from the District for the purpose of such attendance and participation in conferences and meetings to be excessive, it shall so inform the

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Superintendent, and shall engage in discussions to reach mutually acceptable limitations on future absences for that purpose.

E. Duty to Inform Board of Absence from District. The Superintendent shall advise the President of the Board of Education of any contemplated absence from the District in excess of three (3) school days.

3. REQUIREMENTS FOR EMPLOYMENT.

A. Maintenance of Certification. Throughout the period of his employment in the District the Superintendent shall maintain his certificate to serve in that capacity in New York State. Should the Superintendent's certificate at any time lapse or be terminated, his employment shall be terminated automatically

B. Medical Examination. Upon commencing service in the District, and once during each year of his employment thereafter, 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 by the District.

C. Residence in District. The Superintendent shall maintain his primary residence and domicile within the District throughout the period of his continued service.

4. ANNUAL GOALS, OBJECTIVES AND EVALUATION.

A. On or before August 31 of each year of the Superintendent's continuing employment, the Superintendent and the Board shall meet to discuss and develop the annual goals and objectives on which the Superintendent will concentrate during the upcoming school year.

B. On or before January 31 of each year of the Superintendent's continuing employment the Board shall conduct a mid-year assessment of the Superintendent's progress towards achieving those goals and objectives and shall notify the Superintendent, in writing, of any changes or modifications which the Board would like and the Superintendent shall concentrate on those areas.

C. The Board shall conduct an evaluation of the Superintendent's performance during each year of his continuing employment and shall provide the Superintendent with a written evaluation, to be discussed with the Superintendent in an executive session of the Board held no later than June 15th. The Board shall base its evaluation both on the Superintendent's performance and progress towards the goals and objectives established by the Superintendent and the Board and on the general performance of the Superintendent in carrying out his required duties and responsibilities. The form of the written evaluation shall be mutually agreed upon between the parties.

D. The Board shall, individually and collectively, promptly and discreetly refer any and all criticisms, complaints, suggestions, and communications or comments it has or receives from any source regarding the administration of the District or the Superintendent's performance of his duties to the Superintendent, in writing, for his study and recommendation. The Board may use the mid-year assessment and the year-end evaluation to address with the Superintendent any concerns it may have or any concerns it has received from others.

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E. Any assessment or performance evaluation prepared pursuant to this Section 4 shall be confidential and shall be kept so by the Board and individual Board members.

5. CONTINUATION/TERMINATION OF EMPLOYMENT

A. Extension of this Agreement. The Board shall, no later than June 30 in each year of the Superintendent's continuing employment, meet to consider extending the term of the Superintendent's employment for an additional year. At each such meeting, a motion to extend the term of this Agreement in accordance with this Paragraph will be made, seconded and voted upon by the Board. If the Board fails to consider such a resolution on or before June 30 in any year 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 extended 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; however, under no circumstances will the Superintendent be entitled to an extension of the term in the absence of an affirmative vote of the Board granting such extension. This Agreement shall be in effect throughout the period of the Superintendent's continuous employment in that position unless mutually amended or terminated by the parties, which amendment or termination shall be effective only if in writing executed on behalf of both parties.

B. Waiver. The Superintendent may waive the procedural requirements of Paragraph 5.A. upon written notice to the Board, signed by the Superintendent.

C. Signed Amendments. Each extension of the term of the Superintendent's employment shall be memorialized by a written, signed amendment to this Agreement, and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties. However, the failure of either party to prepare or sign such amendment shall not vitiate the extension approved by the Board.

D. Voluntary or Agreed-Upon Termination. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board. The Superintendent may resign, at any time, on ninety (90) days written notice submitted to the President of the Board; it is the intent and expectation of the parties that any such resignation shall be effective at the conclusion of a school year.

E. Involuntary Termination. The Superintendent's employment may be terminated prior to the end of the term of this Agreement for cause, in accordance with the procedures set forth below. Cause for termination may include, but is not limited to, a failure to comply with or adhere to any of the provisions of this Agreement.

i) Charges against the Superintendent may be brought only by majority vote of the Board. Prior to adoption, the charges shall be discussed in Executive Session; the Board shall thereafter vote in Public Session on whether or not to adopt the charges so discussed, without public disclosure of the nature or text of the charges. Within 24 hours of the Board's adoption of charges, the Superintendent shall be provided a written copy of the charges so brought. The Superintendent shall be provided with written notice of the specific charges alleged to constitute cause, and shall have an opportunity for a hearing on those charges; he may be suspended, by majority vote of the Board, pending the outcome of the hearing, but any such suspension shall be with full pay and benefits. Such hearing shall occur no earlier than thirty (30) calendar days following the Superintendent's receipt of the written charges. The hearing shall be held before a Neutral Hearing Officer, who shall be an attorney at law, to be selected by the parties using procedures and lists supplied by the American Arbitration Association. The hearing shall not

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be a formal evidentiary hearing conducted pursuant to the strict rules of evidence, but shall afford the Superintendent the following rights: to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; 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 District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings. The Hearing Officer shall, within seven (7) calendar days of the close of the hearing, render a decision as to whether there is cause to terminate the Superintendent's employment, or to take other disciplinary action against the Superintendent, which shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law. The Superintendent shall be solely responsible for any expenses he incurs in connection with such hearing.

ii) Upon the conclusion of the hearing the Hearing Officer shall prepare and submit a written decision, including findings of fact and a disposition of each Charge. The Hearing Officer's decision shall be final and binding upon the parties, subject to their respective rights to appeal in accordance with law.

F. Disability of the Superintendent. If the Superintendent is unable, by reason of illness, accident, disability or other cause beyond his control, to perform the duties and responsibilities of his position in accordance with this Agreement he shall cause his physician or physicians to make a written report to the Board of such illness, injury or disability and shall, at the Board's expense, submit to an examination by a physician or physicians designated by the Board for that purpose, at such reasonable time or times as the Board shall request. In the event the Board's physician shall disagree with the conclusions of the Superintendent's physician concerning the extent of his disability, he shall submit to examination, at District expense, by a third physician, selected by mutual agreement of his physician and the Board's physician; the decision of such third physician with respect to whether the Superintendent is able to perform the duties of his position shall be final and binding on both parties. During the period of his continuing absence caused by his inability or alleged inability to perform his duties the Board may appoint an Acting Superintendent of Schools who shall temporarily perform those duties at the pleasure of the Board. If, by reason of illness, accident, disability or other cause beyond his control, it is anticipated that the Superintendent will remain unable to perform the duties and responsibilities of his position in accordance with this Agreement for a period of six (6) months after his accumulated and unused leave entitlements have been exhausted the Board may, in its sole discretion, terminate this Agreement upon written notice to the Superintendent. In such event the compensation provided for herein shall be paid to the Superintendent for a period of three (3) months beyond the point at which his leave allowances were fully exhausted.

G. Agreement Terminates on Termination of Employment. Upon termination, whether by the Board or the Superintendent, of the Superintendent's services, this Agreement shall also be terminated, except to the extent that it explicitly provides for continuation beyond that time. Any provision of this Agreement, as it now exists or as it may hereafter be amended, which references dates or periods falling after the conclusion of the Term set forth in Section 1 Paragraph A hereof, as such Paragraph may be amended and extended from time to time, shall not be interpreted as providing for continuation beyond the date of termination of the Superintendent's services.

6. SALARY.

A. Annual Salary. The Superintendent's annual salary for the period July 1, 2016 through June 30, 2017 shall be \$211,424 (3.0 % adjustment).

B. Annual Salary in Subsequent Years. The Superintendent's annual salary in each subsequent year of this Agreement shall be determined by negotiations between the Board and the Superintendent following the Board's

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evaluation of the Superintendent's performance during the prior school year, and based in part on the result of that evaluation. However, in no event shall the Superintendent's annual salary be less than his annual salary in the preceding year of this Agreement. The Superintendent's annual salary for each year of this Agreement shall be established by Resolution of the Board adopted no later than June 30 of the preceding Agreement year.

7. BENEFITS.

The Superintendent, throughout the period of his employment, shall receive the following benefits in addition to salary:

A. Insurance—Health and Related Coverage. The District shall pay Eighty percent (80%) of the premiums for the Superintendent's participation, on an individual or family basis, in any health, or prescription drug insurance program offered by the District including Health Maintenance Organizations ("HMOs"). The District shall pay Forty-Nine Percent (49%) of the premiums for the Superintendent's participation, on an individual or family basis, in any dental insurance program offered by the District.

B. Life Insurance. The District shall pay one hundred percent (100%) of the premiums for a group term life insurance policy with a benefit in the amount of up to five (5) years' salary, but in no event more than Three Hundred Fifty Thousand Dollars (\$350,000).

C. Disability Insurance. The Superintendent will be covered by the District's long-term disability income plan on a non-contributory basis; benefits will become payable under the plan after One Hundred Eighty (180) calendar days of disability, as defined by the terms of such plan, will be equal to Sixty-Six and Two-Thirds Percent (66 $\frac{2}{3}$ %) of the Superintendent's salary, and will be paid to age 65. In the event that the Superintendent becomes disabled so as to qualify for benefits under such plan, this Section 7 Paragraph C shall survive and remain in effect after termination of the Superintendent's service in the District

D. Premium Conversion Plan. The Superintendent may elect to participate in the District's Premium Conversion Plan, so long as the District maintains such a plan.

E. Tax Sheltered Annuity. During each year of the Superintendent's continued employment, the District shall contribute, on his behalf, a total of seven thousand five-hundred dollars (\$7,500), toward a Tax Sheltered Annuity (403 (b)) to be selected by the Superintendent.

F. Expenses.

i) **Travel.** The District shall pay the Superintendent the annualized sum of ten thousand dollars (\$10,000) in lieu of reimbursement for the expense of surface travel within the Capital District area incurred in the proper discharge of his duties. Said payments shall be made as a part of regular payroll checks

ii) **Expenses Incurred in Discharge of the Superintendent's Duties.** The Superintendent is authorized to incur reasonable expenses, within Board approved budgetary allotments, in the discharge of his duties, including, but not limited to expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels, and similar items related to his employment. The Board will pay or reimburse the Superintendent for all such expenses upon presentation of an itemized account of such expenditures to the Board's internal auditor.

iii) **Other Amenities.** The Superintendent shall be provided with a lap-top computer for office and home use, and use of a cellular phone and/or a PDA, at the superintendent's choosing, for official and limited personal uses. All said devices shall remain the property of the district.

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G. 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, in either his individual capacity or his official capacity as agent and employee of the District, 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 the provision, at the District's sole cost and expense, of a complete defense to any such demand, claim, suit, action, or legal proceeding, and 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.

8. LEAVE ALLOWANCES AND USE.

A. Sick/Personal Leave. On July 1, 2013 and on July 1st in each subsequent year thereafter, the Superintendent shall be credited with twenty (20) days of annual leave during the period of his continuous employment. Such leave shall be used for personal illness, family illness, medical appointments, or personal business. The district shall pay the Superintendent for up to a maximum of 60 accumulated unused sick/personal leave days at the rate of 45% of the daily rate (1/240) of his then annual salary for each such unused accumulated day, with payment being made within 14 business days after departure from the district

B. Bereavement Leave. The Superintendent shall be entitled to take up to five (5) days of leave with pay in connection with the death of a member of his immediate family. "Immediate Family" shall mean spouse, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, brother-in-law or sister-in-law. The Board may grant additional bereavement leave days with pay upon request of the Superintendent when such additional leave is necessary and justified.

C. Vacation Leave. On July 1 in each subsequent year, the Superintendent shall be credited with twenty-one (21) days' vacation during the period of his continuous employment. The Superintendent may accumulate vacation days to a maximum of forty-two (42) days. All other accumulated days in excess of forty-two (42) will be lost as of September 16.

If, on any September 15 during the period of his continuous employment, the Superintendent has accumulated more than twenty-one days (21) days of vacation he may sell back to the District days in excess of twenty-one (21), up to a maximum of fifteen (15) days, at his daily salary rate in effect as of that date.

Vacation days may not be used, in the final year of this Agreement or of any extension hereof, to extend the Superintendent's right to compensation beyond the time that right would otherwise expire, to increase the amount otherwise due during that year, or to shorten the period during which the Superintendent bears the continuing obligation to perform the duties of that position, unless the Superintendent has obtained the Board's prior consent to such use of his accumulated vacation.

Accumulated unused vacation days, upon separation from the district, shall be compensated at the existing daily rate (1/240) of his then current salary, with payment being made within 14 business days of departure.

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D. Holidays. It is the intent of the parties that the Superintendent will not be expected to perform ordinary or routine duties on days when the business office and operations of the District are closed for holidays. The parties recognize, however, that in emergency situations the Superintendent may be required to work on such days.

9. RETIREMENT BENEFITS.

A. Participation in Retirement System. The Superintendent shall participate in the New York State Teachers Retirement System, in accordance with the statutes, rules and regulations governing membership in that system.

B. Tax-Deferred Annuity. On the request of the Superintendent, the Board shall withhold a portion of his salary to make payment of the tax-deferred annuity program of his choice.

C. Insurance—Health and Related Coverage. Contingent upon the Superintendent's continued employment with district, up to and including the 2020-2021 school year, the District shall pay the premiums for the Superintendent's participation, on an individual or family basis, in any health, or prescription drug insurance program offered by the District including Health Maintenance Organizations ("HMOs") upon retirement, at the exact percentage (%) paid when last actively employed with the district. The District shall pay the premiums for the Superintendent's participation, on an individual or family basis, in any dental insurance program offered by the District upon retirement, at the exact percentage (%) paid when last actively employed with the district. This clause shall take effect July 1, 2021.

10. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail to his residence if sent to the Superintendent, or to its principal office if sent to the Board.

11. EFFECT OF PARTIAL INVALIDITY OR UNENFORCEABILITY.

The invalidity or unenforceability of any provision of this Agreement shall not affect the enforcement of the remaining provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no representations, warranties, covenants, or conditions made by either of the parties except as herein expressly contained. This Agreement may not be amended, modified, altered, or varied except by an Agreement in writing signed by both of the parties.

13. AGREEMENT BINDING ON SUCCESSORS.

This Agreement shall be binding upon the parties hereto, their successors, assigns, and heirs.

14. WAIVER OF BREACH.

The waiver by the Board of a breach by the Superintendent of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or any other provision by the Superintendent.

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15. SECTION AND PARAGRAPH TITLES.

The section, paragraph and subparagraph titles used in this Agreement are used solely for the sake of convenience and do not constitute any part of the terms of this Agreement, nor shall they be used to interpret the terms or provisions hereof.

*W*herefore, the parties hereto have set their hands hereto this 21st day of June, 2016.

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By: Bill Casey
William Casey, President, Board of Education

L. Oliver Robinson
L. Oliver Robinson, Ph.D.

Attest: Kathleen A. Wetmore-Chase Dated: 6/21/16
School District Clerk