

**AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE
GALWAY CENTRAL SCHOOL DISTRICT
AND
WILLIAM SCOTT**

AGREEMENT, made this **5TH** day of **July 2012** by and between **THE BOARD OF EDUCATION OF THE GALWAY CENTRAL SCHOOL DISTRICT**, Saratoga County, New York (hereinafter, the “Board”) and **WILLIAM SCOTT**, residing in Gansevoort, New York (hereinafter, the “Acting Superintendent”).

WITNESSETH:

WHEREAS, the Board has offered to employ the Acting Superintendent as the chief executive and administrative officer of the Galway Central School District (hereinafter, the “District”), upon the terms and conditions set forth herein; and

WHEREAS, the Acting Superintendent has accepted the Board’s offer of employment on the terms and conditions set forth herein; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Acting 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 Subdivision 3 of Section 1711 of the New York Education Law and in accordance with a resolution adopted at a meeting held on July 5, 2012 hereby offers employment to William Scott as the Acting Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

2. Acceptance by Acting Superintendent

The Acting 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

The Acting Superintendent’s term of employment shall be from July 6, 2012 through either: (a) the return of Ms. Kimberly LaBelle, the District’s current Superintendent of Schools; or (b) the appointment and commencement of employment of a successor superintendent, unless further extended or sooner terminated.

4. Title Change

In the event that Ms. LaBelle ceases to encumber the position of Superintendent of Schools, the Acting Superintendent’s title shall be changed to Interim Superintendent, without the need for an amendment of this Agreement. All other terms and conditions of this Agreement shall remain the same, following any such title change.

5. **Acting Superintendent's Duties and Responsibilities**

- a. The Acting Superintendent shall be the Chief Administrative Officer of the District and shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to an Acting 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 Board of Regents or Commissioner of Education.
- b. Without limiting the foregoing, the Acting Superintendent shall have the authority, right, and responsibility to:
 1. organize and reorganize the administrative and support staff, including instructional and non-instructional personnel, in a manner which in the Acting Superintendent's judgment best serves the District;
 2. 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;
 3. supervise and direct the administrative staff, teachers, and all other persons employed in either the business management or the instructional activities of the District;
 4. transfer teachers from one school to another or from one grade of a course of study to another grade in such a course;
 5. additional duties as set forth in the Education Law or as may be prescribed by the Board of Education.

6. **Certification**

The Acting Superintendent shall possess 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. **Compensation**

The Acting Superintendent shall be paid five hundred dollars (\$500.00) per day, for each weekday he is actually working or is on approved leave per paragraphs 8, 9, 10 and 11 contained herein.

8. **Vacation Leave**

The Acting Superintendent shall be granted a total of two (2) days of vacation leave with pay per month credited on the first of each month. The vacation days shall have no cash value at the conclusion of the Acting Superintendent's employment.

9. **Holidays**

The Acting Superintendent shall be paid for holidays as scheduled each year in the school calendar.

10. **Sick Leave**

The Acting Superintendent shall be credited with three (3) days of sick leave on commencement of employment.

11. **Snow Days**

The Acting Superintendent of Schools may at his discretion report to work on snow days.

12. **Benefits**

The Acting Superintendent shall not be entitled to any benefits (i.e. insurance) except as specifically provided herein.

13. **Indemnification**

The Board agrees to provide legal counsel and to indemnify the Acting Superintendent against 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 committed while the Acting Superintendent is acting within the scope of his employment or at the direction of the Board.

14. **Expense Reimbursement**

The Acting Superintendent is authorized to incur reasonable expenses in the discharge of duties, including but not limited to expenses for mileage, travel and lodging; professional association dues and fees for the New York State Council of School Superintendents; attendance at professional conferences and meetings on state and local levels; and similar items related to his employment. Mileage will be paid at the Board approved rate.

15. **Termination**

This Agreement may be terminated by either party with thirty (30) days notification in writing. Any and all correspondence to this effect will be sent via certified mail return receipt requested or hand delivered to the Acting Superintendent or Board Clerk.

16. **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 paragraph 15 hereof or by an agreement in writing between the parties.

17. **Severability**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

18. **Required Language – Distinguished Educator**

Consistent with and pursuant to Education Law §211-B (5) (a) the Acting Superintendent shall cooperate fully with any distinguished educators appointed by the Commissioner of Education.

19. **Governing Law**

This Agreement has been entered into and shall be governed in accordance with the Laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

**BOARD OF EDUCATION OF THE
GALWAY CENTRAL SCHOOL DISTRICT**

By: _____
Cheryl Smith, President

William Scott, Acting Superintendent

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

On this _____ day of July 2012, before me came CHERYL SMITH, to me known who, being by me duly sworn, did depose and say that she is the President of the Board of the GALWAYCENTRAL SCHOOL DISTRICT described in, and which executed the foregoing Agreement; that she 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 she signed her name thereto by like order.

Notary Public

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

On this _____ day of July 2012, before me came WILLIAM SCOTT, 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

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 GALWAYCENTRAL SCHOOL DISTRICT at a regular meeting held on July 5_, 2012 and has been made a part of the minutes of that meeting.

Linda M. Casatelli, District Clerk
GALWAY CENTRAL SCHOOL DISTRICT

SEAL

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

On this ____ day of July, 2012; before me came LINDA M. CASATELLI, 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 GALWAYCENTRAL 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