

REGULAR BOARD OF EDUCATION MEETING  
TICONDEROGA CENTRAL SCHOOL DISTRICT  
**Tuesday, March 30, 2021 at 6:00 p.m.**  
**Jr. Sr. High School Auditorium**

“Sentinels for Excellence”

AGENDA

Members Present:

Mark Russell  
 Erik Leerkes  
 James Wells, Sr.

Tracey Cross-Baker  
 Seanna Porter  
 John Bartlett

Eric Rich  
 Robert Dedrick, Sr.  
 Lynne Lenhart

Others Present:

**Call to Order**

**Emergency Evacuation Instructions**

**Pledge of Allegiance**

**Budget Workshop**

Budget Discussion - Mrs. Ford-Johnston/Laurie Cossey

**Public Participation**

**Consent Agenda**

Recommend the Board of Education approve the content agenda items 1 through and including 2;

1. **Agenda as Stands**
  - 1.1. March 30, 2021
2. **Donations/Grants:**
  - 2.1. \$500 to the Elementary School from Stewart's Holiday Match
  - 2.2. One pallet of topsoil to the Elementary Garden
  - 2.3. \$2,800 for the Portico Repair Fund from John & Joanne Bartlett

MOTION \_\_\_\_\_ SECONDED \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_

**Items Removed from Consent Agenda**

**New Business**

3. **Employment Agreement by and between Ticonderoga Central School District and Cynthia Ford-Johnston (Enc.)**

MOTION \_\_\_\_\_ SECONDED \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_

**Public Participation**

**Executive Session (if necessary)**

To enter into Executive Session at \_\_\_\_\_ for discussion on:

4. **Negotiations**

MOTION \_\_\_\_\_ SECONDED \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_

**Reconvene**

Reconvene regular session at \_\_\_\_\_

MOTION \_\_\_\_\_ SECONDED \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_

**Adjournment**

To adjourn meeting at \_\_\_\_\_

MOTION \_\_\_\_\_ SECONDED \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Abstain \_\_\_

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made this 30 day of March, 2021 and between the Board of Education (“Board”) of the Ticonderoga Central School District (“District”) and **Cynthia Ford-Johnston** (“Interim Superintendent”) (collectively, “the Parties”).

**WHEREAS**, the Board desires to hire an Interim Superintendent of Schools for the District;

**WHEREAS**, Mrs. Ford-Johnston is willing to serve as Interim Superintendent of School for the District;

**WHEREAS**, Mrs. Ford-Johnston currently possesses a valid certificate to work as Superintendent of Schools in New York State; and

**WHEREAS**, the Parties have reached agreement on the terms under which Mrs. Ford-Johnston shall be employed as the District’s Interim Superintendent of School;

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, it is hereby agreed by and between the parties as follows:

1. **APPOINTMENT:** The Board and Mrs. Ford-Johnston agree that, pursuant to a resolution duly passed on March 30, 2021 Mrs. Ford-Johnston shall be employed by the Board as Interim Superintendent of Schools effective July 1, 2021 through June 30, 2023 in accordance with the terms and conditions of employment set forth herein. The term of this Agreement shall continue through June 30, 2023 unless otherwise extended or terminated as set forth in Paragraph 2 herein. Should none of the actions set forth in Paragraph 2 take place, Mrs. Ford-Johnston’s appointment as Interim Superintendent shall terminate on June 30, 2023.
2. **TERM:** The term of this Agreement shall continue through June 30, 2023 consistent with the following:
  - a. The Parties may mutually agree to terminate this Agreement prior to June 30, 2023 upon mutually agreeable terms;
  - b. The Board may, with or without cause, terminate this Agreement upon thirty (30) days prior written notice to Mrs. Ford-Johnston. In case of such termination, the salary to be paid to Mrs. Ford-Johnston for the period of time served shall be pro-rates;
  - c. Mrs. Ford-Johnston may terminate this Agreement upon thirty (30) days prior written notice to the Board;

- d. The Parties may mutually agree to employ Mrs. Ford-Johnston as Interim Superintendent for a period beyond that set forth in Paragraph 1 herein. Any such Agreement shall be set forth in a new Agreement, the terms of which shall be negotiated by and between the Parties. If the Board decides to continue Mrs. Ford-Johnston's employment beyond June 30, 2021, it shall provide written notice to her no later than June 1, 2021. The terms of any successor employment shall be mutually agreed to by the Parties.
3. **TIME AND ENERGY:** Mrs. Ford-Johnston agrees she will devote her time, energy and attention to the business of the District and will perform to the best of her ability all of the duties of such office as are more fully set forth in New York State Education Law § 1711 and such other duties as the Board may prescribe. Mrs. Ford-Johnston's performance of the foregoing duties shall be under the direction and control of the Board. The Board grants Mrs. Ford-Johnston flexibility to work remotely as appropriate.
  4. **BOARD REFERRAL:** The Board shall promptly and discreetly refer to Mrs. Ford-Johnston for her study and recommendation any substantive criticism, complaints, suggestions or communication regarding the administration of the District or the Superintendent's performance of her duties.
  5. **CERTIFICATE:** Mrs. Ford-Johnston agrees she shall possess and maintain a certificate validly issued by the New York State Education Department to serve as Superintendent of Schools and shall adhere to any and all requirements for serving in such position.
  6. **COMPENSATION:** The Board agrees to pay Mrs. Ford-Johnston a per diem rate of \$600.00 per day for her services as the District's Interim Superintendent during the term of this Agreement (July 1, 2021 – June 30, 2023). Salary payments will be subject to federal and state tax withholdings and FICA contributions. The Parties understand that this payment is in compliance with New York State Retirement and Social Security Law and regulations of Commissioner of Education concerning public retirees returning to work for a New York State Employer.
  7. **LEAVE TIME:** Mrs. Ford-Johnston will follow the District calendar, and shall be granted up to ten(10) paid days per year for use as sick/personal leave.
  8. **JURY DUTY:** In the event Mrs. Ford-Johnston is required to perform jury duty she shall receive her full pay for the District and shall waive the pay from jury duty services.
  9. **COMPUTER RELATED TECHNOLOGY:** Mrs. will be provided with a laptop computer and appropriate software to perform business related functions while away from the office (during weekends and evenings).

10. **OTHER BENEFITS:** Except as otherwise specified in the Agreement or agreed to by the Parties, Mrs. Ford-Johnston shall not be entitled to any employee benefits not otherwise listed herein.
11. **EXPENSES:** The Board agrees to reimburse Mrs. Ford-Johnston for reasonable and normal expenses incurred by her in the performance of the duties of Interim Superintendent of Schools upon submission of appropriate claims and approval thereof by the Board.
  - a. **MILEAGE:** Mileage reimbursement for official travel shall be at the IRS rate. Mileage for travel to/from/between Ms. Ford-Johnston's home and the District is not considered official travel and will not be reimbursed.
  - b. **DISTRICT VEHICLE:** Mrs. Ford-Johnston is so desired may use school vehicles for school-related business.
  - c. **MEETINGS/CONFERENCES:** Mrs. Ford-Johnston is authorized to incur reasonable expenses in the discharge of her duties, including, but not limited to, expenses for travel for required attendance at conferences or meetings. Attendance at meetings outside Clinton and Essex Counties, by the Interim Superintendent requires prior Board approval. However, the Interim Superintendent shall be permitted to attend meeting within the BOCES, or with New York State Education Department, upon notice to the Board.
12. **INDEMNITY:** The Board agrees to provide legal counsel and to indemnify the Interim Superintendent against any uninsured financial loss arising out of any proceeding, claim, demand, suite or judgment by reason of negligence or other non-intentional conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Interim Superintendent is acting within the scope of her employment or at the direction of the Board. The Board agrees, as a further condition of this Agreement, that it shall defend, hold harmless and indemnify the Interim Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Superintendent in her individual capacity or in her official capacity as agent and employee of the District, provided the incident arose while the Interim Superintendent was acting within the scope of her employment or under the direction of the Board to the full extent allowable by law, provided that the Interim Superintendent provides the Board with timely notice to such actions. This paragraph shall survive the term and be enforceable after the termination of this agreement.
13. **APPLICABILITY:** This Agreement is subject to all applicable laws, rules, regulations, decisions and any final and binding order of the Commissioner of Education, which may impact its terms.
14. **SOLE AGREEMENT:** This Agreement represents the sole agreement between the parties hereto and may not be amend except by the subsequent agreement in writing signed by Mrs. Ford-Johnston and the President of the Board, pursuant to a Board resolution authorizing the President to do so.

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the date(s) indicated below.

By: \_\_\_\_\_  
M. Mark Russell, President  
Board of Education  
Ticonderoga Central School District

Date: March 30, 2021

\_\_\_\_\_  
Cynthia Ford-Johnston  
Interim Superintendent of Schools  
Ticonderoga Central School District

Date: March 30, 2021