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Contract Database Metadata Elements

Title: **Dolgeville Central School District and Dolgeville Central School District Superintendent of Schools (2015)**

Employer Name: **Dolgeville Central School District**

Union: **Dolgeville Central School District Superintendent of Schools**

Local:

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EMPLOYMENT AGREEMENT
BY AND BETWEEN
CHRISTINE M. REYNOLDS
and
THE BOARD OF EDUCATION OF THE
DOLGEVILLE CENTRAL SCHOOL DISTRICT

AGREEMENT, made this 21st day of June, 2015, by and between
THE BOARD OF EDUCATION OF THE DOLGEVILLE CENTRAL SCHOOL DISTRICT, Herkimer County,
New York (hereinafter, the "Board") and
Christine M. Reynolds, residing at 33 Howard Street, Dolgeville, New York
(Hereinafter, the "Superintendent").

WHEREAS, the Board of Education of the District (hereinafter, "the Board")
at a meeting duly held on June 21, 2015 passed a resolution appointing
Christine M. Reynolds as Superintendent of Schools
of three (3) years from July 1, 2015 through June 30, 2018 and the
District wishes to employ the Superintendent in such capacity; and

WHEREAS, the Superintendent has accepted the Board's offer
of employment upon the terms and conditions set forth herein; 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 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:
TERMS OF EMPLOYMENT AND WORK YEAR**

1. The Superintendent's term of employment shall be for three (3) years, commencing on July 1, 2015 and terminating on June 30, 2018, 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; she 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 directors, supervisors, principals, 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 or course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;
 - e. 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.

4. 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.
5. During the term of this Agreement, the Superintendent shall devote his/her full time, skills, labor and attention to the performance and discharge of 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.
6. The Superintendent represents that she 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.
7. 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 her performance evaluation or salary.
8. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing for her study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of her duties.
9. Consistent with and pursuant to Education Law § 211-B (5)(a) the superintendent shall cooperate fully with any distinguished educator(s) appointed by the Commissioner of Education.

**ARTICLE III:
COMPENSATION**

The Superintendent shall be paid, as salary, for the year July 1, 2015, through June 30, 2016, the sum of one-hundred-thirty-two thousand, six hundred thirteen Dollars (\$132,613).

1. For each subsequent twelve month period of employment, the Superintendent's salary shall be determined by negotiations between the Board and the Superintendent based upon the Board's evaluation of the Superintendent's performance during the prior school year. However, in no event shall the Superintendent's base salary for any twelve month period of employment be less than the amount of base salary received during the preceding twelve month period.
2. The Superintendent's compensation for each subsequent twelve month period of employment shall be determined by the Board no later than April 1st in each year.
3. 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.
4. Annuity – The Board shall deduct an annual sum as may be designated by the Superintendent from the Superintendent's base salary as set forth above to pay the annual premium for the purchase of a tax deferred annuity for the Superintendent with a company designated by the Superintendent.

**ARTICLE IV:
ANNUAL GOALS, OBJECTIVES AND EVALUATION**

1. Within a reasonable time after the commencement of his/her employment and, thereafter, on or before September 1 of each subsequent school year of this Agreement, the Superintendent shall provide to the Board a written statement of the annual goals and objectives which the Superintendent intends to concentrate on during the upcoming school year. The Board shall review said goals and objectives and if the Board concurs with the Superintendent's written statement of goals and objectives, the Board's concurrence will be noted on said written statement via execution by the Board President. If the Board does not agree with the Superintendent's written statement of goals and objectives, it shall meet with the Superintendent to form mutually acceptable goals and objectives. If the Superintendent fails to provide such goals and objectives to the Board in accordance herewith, then the Board may determine such goals and objectives and shall provide same to the Superintendent by November 1.
2. The Board shall conduct an annual evaluation of the performance of the Superintendent during each year of this Agreement and shall provide the Superintendent with a written evaluation to be discussed in an executive session of the Board, no later than March 1st. The Board shall base its evaluation upon the Superintendent's performance and progress towards the goals and objectives established by the Superintendent and the Board as set forth above, as well as on the general performance of the Superintendent in carrying out her required duties and

responsibilities. The form of the written evaluation shall be mutually agreed upon between 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 may use the end of the year evaluation to inform the Superintendent of any concerns it may have or any concerns it has received from others. The Board should inform the Superintendent of any complaints or concerns on an ongoing basis.
4. Any assessment or performance evaluation prepared pursuant to the paragraph shall be confidential and shall be kept so by the Board and individual Board members.

**ARTICLE V:
BENEFITS**

A. Sick Leave:

1. The Superintendent shall be credited with fourteen (14) days of paid sick leave per school year, which will be credited on July 1 of each school year. Sick leave may be used for illness or injury to the Superintendent or a member of her immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents, or siblings.
2. Unused sick leave days may be accumulated by the Superintendent from year to year, if unused, without limit.
3. The Superintendent shall be paid for any sick leave days that are unused and accumulated at the time her retirement with the District at the rate of 1/240th per day of her contracted base salary at the time of separation.

B. Bereavement Leave:

1. The Superintendent shall be entitled to five (5) days of paid leave due to a death in her immediate family. "Immediate family" is defined as spouse, children, grandchildren, parents, grandparents, siblings, father-in-law, mother-in-law, son-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household.
2. If the death occurs while the Superintendent is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from her accumulated sick leave.

Unused bereavement leave days shall not be credited toward the Superintendent's accumulated sick leave days pursuant to paragraph A.2 of this Article.

3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

C. Personal Leave:

1. The Superintendent shall be credited with four (4) days of personal leave each year for the purpose of conducting business that cannot be conducted at any other time.
2. Any unused personal leave will be added to the Superintendent's accumulated sick leave.

D. Vacation Leave:

1. The Superintendent shall be entitled to twenty (20) days of paid vacation leave each school year, exclusive of holidays, credited on July 1 of each year. The Superintendent shall be paid at the rate of 1/240th for up to five (5) unused vacation days annually. Vacation days may not be accumulated from year to year.

E. Conferences and Other Expenses:

1. 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/her duties. Any items requiring expenditures beyond the budgeted amount shall require prior Board approval.

F. Holidays:

Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

- Independence Day (July 4)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Even Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day

G. Insurance:

1. Health Insurance – The Superintendent shall be entitled to coverage under the District’s health insurance plan, with prescription drug and optical coverage. The District shall pay 90% of the cost of individual coverage for the Superintendent. The District shall pay 85% of the cost of family coverage for the Superintendent and her dependent(s).
2. Dental Insurance – The Superintendent shall be entitled to coverage under the District’s dental insurance plan.
3. Insurance in Retirement – Upon her retirement from the District, the Board will provide health and dental insurance coverage under either an individual or family health and dental insurance plan (based on individual/family status) for the Superintendent and her spouse, 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 single coverage should he survive her. The District will pay the same percentage of the premium cost as it was paying in the year prior to the Superintendent’s retirement. This paragraph shall survive the term and be enforceable after the termination of this agreement.
4. The District shall reimburse the Superintendent for Medicare premium payments for which she becomes responsible upon attaining age 65.
5. Life Insurance – The Superintendent shall be entitled to life insurance protection under the District’s group term life insurance plan as administered through the Herkimer-Fulton-Hamilton-Otsego BOCES.
6. Disability Insurance – The District shall pay for disability income insurance protection for the Superintendent through the plan offered by and through Herkimer-Fulton-Hamilton-Otsego BOCES.

H. Mileage Reimbursement/Car Allowance:

The District shall reimburse the Superintendent for mileage at the IRS rates when she is required to use her personal car in performance of his/her official duties as Superintendent.

I. 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 Mohawk Area Regional School District Administrators’ Association, and another national, state, or local professional organization of the Superintendent’s choosing.

J. Continuing Education:

The District will reimburse the Superintendent for successful completion of three (3) graduate level courses each school year.

Should the Superintendent enroll in a doctoral program, the District will pay for all costs associated with the Superintendent's doctoral studies including but not limited to tuition, books, fees, printing and copying costs.

**ARTICLE VI:
AGREEMENT RENEWALS**

1. No later than June 30th in each year of this Agreement, or in any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one year period. At such time, a motion to extend the term of this Agreement for an additional one year period will be moved, seconded and voted upon by the Board. If the Board fails to so act by June 30, 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 renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of her position as described herein.
2. The requirements of Article VI(1) may be waived upon written notice to the Board signed by the Superintendent.
3. Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

**ARTICLE VII:
TERMINATION**

1. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board; or by the Superintendent's written resignation on sixty (60) days' notice to the President of the Board.
2. The Superintendent's employment during the term of this Agreement may only be terminated for just cause, in accordance with the procedures set forth below.

3. 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 proceeds; 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 District shall pay the fees, costs and expenses of the hearing officer.
- c. Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Article II.8 of this Agreement or charges based upon any allegation which was made known in writing to the Superintendent by the Board more than one (1) year before the charge is filed, shall not be admissible at such a hearing against the Superintendent. 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 the Superintendent shall be bound by the decisions of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.
- e. If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for his/her costs and attorney's fees incurred in the defense of the hearing or appeal therefore.

**ARTICLE VIII:
DISABILITY**

1. The Board reserves the right, during the Superintendent's term, in the event of his/her absence, illness, injury, or other disability, to appoint an Acting Superintendent of Schools who shall temporarily perform the duties of Superintendent at the pleasure of the Board. In the event of such illness, injury or disability, the Superintendent shall cause her physician(s) to make a written report to the Board of her condition, and shall, at the Board's expense, submit to an examination by the Board's physician(s) designated for that purpose, at such reasonable time or times as the Board shall request.
2. In the event that by reasons of illness, accident or other cause beyond her control, the Superintendent shall be incapacitated from rendering the services required for a period of six (6) months beyond the expiration of her accumulated and unused leave entitlements, the Board may at its option and upon written notice to the Superintendent, terminate this contract. In such event the compensation provided for herein shall be paid to the Superintendent for a period of three (3) months beyond the month in which this contract shall have been so terminated.

**ARTICLE VIX:
INDEMNIFICATION**

1. The Board agrees to defend and to indemnify the 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 Superintendent is acting within the scope of this employment or under the direction of the Board.
2. The District agrees, as further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment or under the direction of the Board.
3. As a condition of receiving such indemnification, the Superintendent shall, within ten days of the time she is served with any summons, complain, process, notice, demand or pleading, deliver a copy of the same to the Board.
4. If in the good faith opinion of the Superintendent, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the

District, the Superintendent may engage counsel in which event the District shall indemnify the Superintendent for the costs of legal defense.

**ARTICLE X:
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 end of the term 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 XI:
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.

Copy

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

DOLGEVILLE CENTRAL SCHOOL DISTRICT

By: Karen Nagle
Karen Nagle, President, Board of Education

By: Christine M. Reynolds
Christine M. Reynolds, Superintendent of Schools