

**EMPLOYMENT AGREEMENT**  
for  
**SUPERINTENDENT OF SCHOOLS**

AGREEMENT, made this 13<sup>th</sup> day of August, 2008, by and between  
**THE BOARD OF EDUCATION OF THE NEW HARTFORD CENTRAL SCHOOL**  
**DISTRICT**, with an office located at 33 Oxford Road, New Hartford, New York (hereinafter  
referred to as "the Board") and **ROBERT NOLE**, residing at 44 Ironwood Road, New Hartford,  
New York (hereinafter referred to as "Mr. Nole" or "the Superintendent").

**WITNESSETH**

**WHEREAS**, Mr. Nole currently serves as Assistant Superintendent for Business Affairs  
and has served in such capacity since on or about December 22, 2003; and

**WHEREAS**, the Board wishes to employ Mr. Nole as the Chief Executive and  
Administrative Officer of the District, under an agreement for a three (3) year term upon the  
terms and conditions set forth herein; and

**WHEREAS**, Mr. Nole has accepted said offer of employment; and

**WHEREAS**, it is acknowledged that a written contract specifying the terms and  
conditions of the Superintendent's continuing employment by the District will provide the basis  
for the effective communication and future understanding between the parties; and

**WHEREAS**, the parties have 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:

**1. Offer of Employment.**

The Board, pursuant to Section 1711, Subsection 3 of the New York Education Law and, in accordance with a resolution duly moved, seconded and adopted at a meeting held on August 1<sup>st</sup>, 2008, hereby offers to employ the Superintendent of Schools of the District upon the terms and conditions set forth in this Agreement.

**2. Acceptance by Superintendent.**

The 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.**

(a) The Superintendent's term of continuing employment shall be for a three (3) year period, commencing on October 15, 2008 and terminating on October 14, 2011, unless further extended or sooner terminated as hereinafter provided.

(b) No later than March 31, 2010, the Superintendent shall notify the Board, in writing, of his desire to remain in the position of Superintendent for an additional year beyond the remainder of the Agreement. Thereafter, within thirty (30) days of such notice, the Board shall meet, in an executive session, to determine whether it is inclined to accept the Superintendent's offer to remain in the position of Superintendent for an additional year beyond the term of the Agreement. The President of the Board shall thereafter, inform the Superintendent of the Board's informal determination. The Superintendent shall have the option to request that the matter of the extension for an additional year beyond the term of the Agreement under this provision be placed on the Board's action portion of the agenda for the next regular meeting of the Board, at which time the Board may take such action as it deems appropriate. If either party fails to exercise their option to extend the Agreement on or before May 31, 2010, the Agreement will expire on its normal expiration date.

(c) Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement; shall be upon the same terms and conditions as herein set forth, unless otherwise agreed upon, in writing, by the parties; and it shall not be considered that the Board and the Superintendent have entered into the new Agreement, unless expressly stated, in writing, and signed by both parties thereto.

**4. Superintendent's Duties and Responsibilities.**

(a) The Superintendent shall be the Chief Administrative Office of the District and shall perform all the duties of, and possess all of the authority now or hereafter imposed upon, or granted to, a 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 Commissioner of Education of the State of New York.

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

(c) With respect to their relationships to one another, and in 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 the applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.

(d) The Superintendent shall provide the Board with annual, written evaluations of the members of the Administrative Staff.

(e) **Cooperation with Distinguished Educator.** The Superintendent shall be required to cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211(c) of the Education Law.

**5. Residency.**

The parties agree that the Superintendent's residency within the School District during his employment is in the best interest of the District. Therefore, the Superintendent agrees to continue his residency within the boundaries of the School District during the term of his service to the District.

**6. Board Referral.**

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for his study and recommendation, and any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties. Similarly, the Superintendent shall promptly advise the Board of such developments or incidents which could adversely effect the administration, operation, or mission of the District.

**7. Certification.**

The Superintendent shall possess and maintain as a condition of continuing employment 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.

**8. Remuneration**

(a) Salary

The Superintendent's annual base salary for the period commencing October 15, 2008 through September 14, 2009 shall be One Hundred Forty-Seven Thousand Dollars (\$147,000.00). The Superintendent's salary for each succeeding twelve (12) month period of the Agreement shall be determined by mutual agreement between the parties prior to the commencement of each year employment. In no event shall the Superintendent's base salary for

any subsequent twelve (12) month period of employment be less than the amount of base salary received during the preceding twelve (12) month period.

Any increase in the Superintendent's base salary shall be in the form of an amendment to this Agreement and it shall not be considered that the Board and the Superintendent have entered into a new Agreement unless expressly stated, in writing, signed by both parties hereto.

(b) Tax-Sheltered Annuity

Effective October 15, 2008, and thereafter, an initial contribution of Forty Dollars and Thirty-Eight Cents (\$40.38) per pay period (not to exceed One Thousand Fifty Dollars (\$1,050.00) in each year of this Agreement) will be made by the District on behalf of the Superintendent into his existing, designated qualified tax-sheltered annuity.

**9. Performance Evaluation.**

The Board shall provide the Superintendent with periodic opportunities during the year to discuss Superintendent-Board relationships. The Superintendent and the Board will confer during each school year to discuss perceived strengths and weaknesses relating to the assessment of the Superintendent's performance and working relationship with the Board. In addition to the above, the Board will provide the Superintendent with an annual review and evaluation of his performance based upon relevant factors and other mutually-agreed upon criteria and will take into account any input received from the Superintendent. The annual review by the Board will take place prior to June 15<sup>th</sup> of each year and will be conducted in Executive Session. The evaluation shall be in writing and executed by the President of the Board on behalf of its members. A copy of the document will be provided to the Superintendent and he shall have the opportunity to discuss its contents and his comments regarding same, with the Board.

It is further understood and agreed that the Superintendent's annual written evaluation of the other Administrative personnel employed by the District shall be completed and forwarded to the Board prior to the annual evaluation of the Superintendent by the Board.

**10. Insurance Benefits.**

(a) Health and Dental Insurance: The Superintendent shall be eligible for benefits and rights extended to other Administrative employees of the District with the exception of the health and dental premium contributions as noted in Subsections (i) and (ii) below, the grievance procedure and the salary provisions contained in said Agreement.

(i) Effective November 1, 2008 and thereafter, the Superintendent shall contribute seven percent (7%) of the cost of the premium for individual health insurance under the Plan in effect and the District shall contribute the remaining ninety-three percent (93%) of the contribution for such insurance. Said applicable premium contributions shall continue at the above-mentioned percentage rates throughout retirement years should the Superintendent qualify for retirement health insurance upon retirement from the District.

(ii) Effective November 1, 2008 and thereafter, the Superintendent shall contribute twelve percent (12%) of the cost of the applicable premium for family health insurance under the Plan in effect (as adjusted to take into account the deduction of the cost of individual premium) and the District shall contribute the remaining eighty-eight percent (88%) of the contribution for such insurance. Said applicable premium contributions shall continue at the above-mentioned percentage rates throughout retirement years should the Superintendent qualify for retirement health insurance upon retirement from the District.

(iii) Effective November 1, 2008 and thereafter, the Superintendent shall contribute seven percent (7%) of the cost of the premium for individual dental insurance under the Plan in effect and the District shall contribute the remaining ninety-three percent (93%) of

the contribution for such insurance. Said applicable premium contributions shall continue at the above-mentioned percentage rates throughout retirement years should the Superintendent qualify for retirement dental insurance upon retirement from the District.

(iv) Effective November 1, 2008 and thereafter, the Superintendent shall contribute twelve percent (12%) of the cost of the applicable premium for family dental insurance under the Plan in effect (as adjusted to take into account the deduction of the cost of individual premium) and the District shall contribute the remaining eighty-eight percent (88%) of the contribution for such insurance. Said applicable premium contributions shall continue at the above-mentioned percentage rates throughout retirement years should the Superintendent qualify for retirement dental insurance upon retirement from the District.

Upon retirement from the District under eligibility standards set forth by the New York State Teachers' Retirement System ("NYSTRS"), the Superintendent shall continue to receive health and dental insurance coverages during retirement in accordance with the coverages in effect at his retirement.

(b) Section 125 Plan. The Superintendent will also be eligible to participate in any flexible spending plan created under Section 125 of the Internal Revenue Code and in effect in the District for other employees on the same terms and conditions as are applicable to other employees.

(c) Life Insurance Policy:

In addition, to the annual base salaries referred to in Paragraph "8" of this Agreement and in recognition of the benefits which the Superintendent received from this school district, the Superintendent shall receive annually during each year of this Agreement a Three Thousand Five Hundred Dollar (\$3,500.00) stipend to assist in the premium payment for his

existing life insurance coverage. Such stipend shall not be considered part of the Superintendent's base salary.

(d) Disability Income Insurance. The Superintendent shall also continue to receive coverage under the disability income insurance plan provided to the District (through the Herkimer BOCES). The Board shall pay the entire cost associated with such coverage.

#### **11. Leaves.**

(a) Vacation Leave

The Superintendent shall be credited with twenty (20) days vacation leave upon commencement of employment with the District and each year thereafter. There will be no carry-over of unused vacation days.

The Superintendent shall have the right to receive per diem compensation for working up to six (6) designated vacation days. Such compensation shall be prorated based on the rate of annual salary then in effect.

In the event the Superintendent has unused accumulated vacation leave at the time of his employment with the District terminates, he shall be paid at the rate of 1/240th of his then-current annual salary for each day of unused accumulated vacation leave.

(b) Sick Leave

Upon commencement of employment under this Agreement, the Superintendent shall receive One Hundred One (101) sick leave days which were previously accumulated by him his capacity as the Assistant Superintendent for Business Affairs while working for the District.

Commencing October 15, 2008, the Superintendent shall receive thirteen (13) days of sick leave for each twelve (12) months of employment with the District.



The Superintendent shall be entitled to accumulate unused sick leave during the period of his employment with the District. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment.

Pursuant to the terms of this contract of employment, the Superintendent may use up to seven (7) days per year for family illness.

(c) Paid Personal Leave

The Superintendent shall be entitled to receive three (3) personal days per year which will be credited to sick time if unused.

(d) Paid Holidays

The Superintendent shall be entitled to paid holidays as follows: New Years Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

(e) Bereavement Leave

The Superintendent shall be entitled to five (5) days leave as a consequence of a death in the immediate family of the Superintendent.

**12. Professional Expense Reimbursement**

(a) The Superintendent is authorized to incur reasonable and necessary expenses in the discharge of his duties, including but not limited to, expenses for travel and lodging; professional association dues and fees (to include NYSCOSS, ASCD and MRADSA, and others as may be mutually agreed upon); attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment. Attendance at and related expenses for overnight conferences shall be subject to prior approval of the Board. The District will reimburse the Superintendent for any other reasonable and necessary District-related

expenses incurred by his upon presentation of receipt(s) in a form acceptable to the Business Office.

(b) During each year of this Agreement, in lieu of direct reimbursement for mileage, the District shall pay to the Superintendent the sum of Two Hundred Dollars (\$200.00) each month (not to exceed Two Thousand Four Hundred Dollars (\$2,400.00), to reimburse the Superintendent for personal automobile expenses, incurred in the discharge of his duties, for travel on District matters. The Superintendent shall be responsible for his own documentation of actual expenses incurred for state and federal personal income tax treatment.

**13. Laptop Computer.**

The Superintendent shall be entitled to the use and possession of one District-owned laptop computer, suitable for his use which shall remain the property of the District and shall be returned by the Superintendent to the District upon the termination of this Agreement.

**14. Cell Phone.**

The Superintendent shall be supplied with, or reimbursed for, a District-owned or leased cell phone to be utilized for school-related matters and business. The Superintendent shall be permitted incidental appropriate use of such item. The Superintendent agrees to reimburse the District for any non-incidental personal usage of the cell phone.

**15. Other work.**

The Superintendent shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement provided, however, that he may 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 or conflict with the mission of the District.

**16. Annual Medical Examination.**

Upon commencement of services under this Agreement, the Board may require the Superintendent to undergo a comprehensive medical examination in order to determine his fitness to perform the essential functions of the position. Such examination shall be at District expense. A physician's statement certifying the Superintendent's competency to perform the essential functions of his position as Superintendent shall be obtained by the Superintendent and filed with the Clerk of the Board in connection with such medical examination. Any such statements relating to the Superintendent's medical condition shall be treated as confidential information by the Board. The Superintendent agrees to undergo such additional medical examination(s) as may be required by the Board of Education pursuant to Section 913 of the Education Law. Annually, the Superintendent, on his own, may choose to have a medical examination conducted at District expense to determine his fitness or capacity to serve.

**17. Termination.**

This Agreement May Be Terminated Prior To Its Expiration:

(a) By the Superintendent (Resignation)

If Superintendent desires to resign his employment during the term of this Agreement, or any extension of this Agreement, he shall give written notice to the Board of his election to so resign, said notice to be delivered not less than ninety (90) days prior to the effective date of resignation.

(b) By the District

Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just causes, said causes to be given to the Superintendent in writing, provided, however, that the Board of Education does not arbitrarily or capriciously call for his dismissal and that he shall have the right to written charges, notice of hearing and fair hearing

before a hearing officer selected by the Board of Education. If he chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses. The hearing officer's report and recommendations shall be in writing and forwarded to the Board of Education who shall review same along with the record of the hearing and make a final determination. The Board's decision shall be binding upon the parties.

(c) By Mutual Agreement

The Superintendent's employment may be terminated under this Agreement by mutual agreement of the parties, in writing.

(d) Death

The Agreement shall terminate upon death of the Superintendent prior to the expiration of the term, with compensation and other accrued benefits noted herein prorated to the date of death.

(e) Disability

If, by any reason of sickness or other disability, the Superintendent shall be incapacitated from rendering the services required of him hereunder for a period of time extending beyond the Superintendent's accumulated sick leave or other available paid leave (as the same may then exist or may be extended by the Board), the Board, upon ten (10) days advance written notice to the Superintendent, may elect to terminate his services under this Agreement. It is assumed and agreed that such termination for disability purposes would not affect the Superintendent's right to receive or continue to receive disability income insurance benefits provided by the plan or policy in effect under this Agreement. In the event that no such policy for the above coverage is in place at the time of such extended disability as documented by appropriate medical evidence, in addition to the accumulated sick leave, the Board will grant the Superintendent an extended leave of an additional six (6) months, at half his regular pay.

**18. Indemnification.**

The Board agrees to provide legal counsel, and to indemnify, the Superintendent against all uninsured financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other conduct, committed while the Superintendent is acting within the scope of his employment or under the direction of the Board, resulting in bodily or other injury to any person or damage to the property of any person.

**19. Early Retirement Incentive Program.**

The Board hereby offers to the Superintendent the option of participating in the Early Retirement Incentive Program currently in effect within the District provided, however, that the Superintendent satisfies the terms and conditions of eligibility to participate in said program. The parties specifically agree that, notwithstanding anything continued in other agreements or policies to the contrary, the District shall be obligated to provide health and dental insurance coverages to the Superintendent and his lawful dependents upon his retirement, at the rates of contribution noted under this Agreement, as long as the Superintendent shall have entered upon his retirement from the District upon having met the appropriate eligibility standards under the NY Teachers' Retirement System, or the NY Employees' Retirement System whichever is applicable. Further, such benefits shall be afforded the Superintendent while he remains a retiree under the definition of same as noted by the Teachers' Retirement System.

For purposes of continuing eligibility for benefits under this paragraph, retirement shall be limited to retirement from service and from employment with the District, and shall not include retirement when subsequently employed in a regular full time capacity by another public school district or BOCES within the State of New York.

20. Miscellaneous

(a) Headings. The paragraph headings contained in this Agreement have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(b) Waiver. In the event any term or condition of this Agreement should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

(c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of laws provisions.

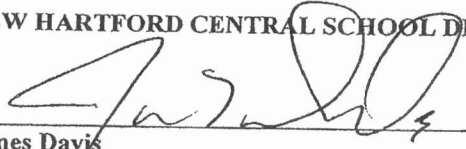
(d) Written Agreement. This Agreement shall continue in full force and effect for the term expressed herein, unless otherwise terminated, modified or extended in accordance with the provisions of Paragraph "3" hereof or by an agreement in writing between the parties.

(e) Complete Agreement. This Agreement contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

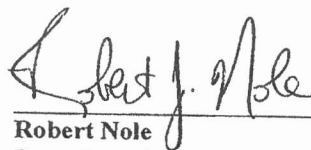
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above set forth.

NEW HARTFORD CENTRAL SCHOOL DISTRICT

8/13/08  
Date

  
\_\_\_\_\_  
James Davis  
President, Board of Education

8/13/08  
Date

  
\_\_\_\_\_  
Robert Nole  
Superintendent of Schools