

Union-Endicott Central School District

Mutual Agreement for Employment of the  
Superintendent of Schools – Nicole Wolfe



*Resulting from Discussions between Nicole  
Wolfe and the Board of Education*

**July 1, 2019 to June 30, 2022**

## SUPERINTENDENT'S CONTRACT

Agreement made this 2nd day of May, 2019, by and between the Board of Education of the Union-Endicott Central School District, Broome County, New York (hereafter, the "Board") and Nicole Wolfe, residing at 45 Coventry Lane, Binghamton, New York 13903 (hereafter, the "Superintendent").

WITNESSETH:

WHEREAS, the Board desires to commence the employment of Mrs. Nicole Wolfe as Superintendent of Schools of the Union-Endicott Central School District (hereinafter, the "District") pursuant to Section 1711 of Education Law of the State of New York and upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted the Board's offer of employment on 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:

**1. Offer of Employment**

The Board, in accordance with a resolution duly adopted at a meeting held on \_\_\_\_\_, 2019, offered continued employment of Nicole Wolfe as 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 continued employment and agrees to perform, to the best of her ability, the duties of such position.

**3. Term of Employment**

(a) The Superintendent's term of employment shall commence on July 1, 2019 and end on June 30, 2022 unless further extended or sooner terminated as hereinafter provided.

(a) No later than June 30, 2020, the Board shall meet to consider extending the term of the Superintendent's employment. Failure of the Board to notify the Superintendent in writing, no later than July 1, 2020, of the Board's intent not to renew the term of her employment with the District will automatically result in a one (1) year extension of such term at an annual salary which is at least equal to the highest rate of annual salary paid to the Superintendent prior thereto.

(b) Any extension of the terms of the Superintendent's employment or amendment of the term; of this agreement shall be in writing, signed by the parties to this Agreement, and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

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

(a) The Superintendent shall be the chief administrative officer of the District and shall perform 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 the rule or

regulation of the Board of Regents or Commissioner of Education. The superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to New York Education Law 211-C.

(b) Without limiting the foregoing, the Superintendent shall have the specific authority, right and responsibility after consultation with the Board of Education to:

- (1) 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;
- (2) Make recommendations to the Board of Education concerning the termination of employment of both instructional and non-instructional personnel;
- (3) Supervise and direct associates, assistants and other superintendents, directors, supervisors, principals, teachers and all other persons employed in either the business management or the instructional activities of the District; and
- (4) Transfer teachers from one school to another or from one grade or a course of study to another grade in such course.

#### **5. Board Referral**

The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing, for her consideration, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the district or the Superintendent's performance of her duties.

#### **6. Certification**

The Superintendent shall possess a valid certification to act as Superintendent of Schools in the State of New York during the term of her employment with the District.

## **7. Compensation**

(a) The Superintendent's base-salary for the period from July 1, 2019 through June 30, 2020, shall be at the rate of One Hundred and Seventy Thousand, Dollars (\$170,000.00). The Superintendent will have \$5,000 added to the base salary upon completion of a doctoral or MBA degree.

(b) The Superintendent's compensation for each subsequent twelve month period of employment shall be determined through negotiations between the Board and the Superintendent no later than March 31 in each year; provided, however, that 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.

(c) Any increase in the Superintendent's base salary shall be memorialized by a written 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.

## **8. Car Allowance**

The Superintendent shall be provided with a District-owned or District-leased automobile.

- **Business Use:** The Superintendent may use the vehicle anywhere for her business use,
- **Personal Use:** The Superintendent may use the vehicle anywhere in New York State for her personal use, and outside of New York State with verbal permission from the Board President.
- The Superintendent's expenses for gasoline, insurance, maintenance, repair, and tolls in connection with the operation of the said vehicle shall be paid by the District.

## **9. District Equipment Usage**

The District shall provide the Superintendent with a cell phone and laptop computer for her use. Such items shall be the property of the District and shall be returned to the District at the time the Superintendent leaves the employment of the District.

## **10. Performance Evaluation**

During the term of this Agreement, each year the Board shall devote at least a portion of one meeting (in executive session) during the month of February

to conduct an evaluation of the Superintendent's performance and working relationship with the Board. The evaluation shall be based upon performance criteria attached to this Agreement as Appendix A, entitled "Evaluation of the Superintendent." The Board President shall provide the Superintendent with a copy of the written evaluation at least ten (10) days prior to the executive session scheduled to discuss such evaluation. The Board members shall keep the performance evaluation confidential.

**11. Superintendent's Attendance at Meetings of the Board**

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, benefits or salary.

**12. Annual Medical Examination**

During each school year, the Superintendent shall obtain a complete examination by a doctor of her own choice, and the doctor so selected shall certify to the Board that the Superintendent is physically and mentally capable of carrying on her assigned duties as Superintendent in said School District. The cost of said physical examination shall be paid by the School District, and the report of the physical examination shall be and remain confidential. Confirmation of this medical certification shall be provided to the president of the U-E Board of Education for review.

**13. Retirement System**

The Superintendent shall be eligible to participate in the New York State Teachers' Retirement System to the full extent required by New York State Law.

**14. Basic, Prescription, Dental Insurance**

The District will make available to the Superintendent the following health insurance plans:

- (a) Blue Cross / Blue Shield PPO (H) with \$5/\$15/\$30 prescription or:
- (b) Blue Cross/ Blue Shield Traditional Indemnity Plan with Major Medical (prescription under Major Medical; Major Medical Deductibles of \$200 per individual and \$300 per family.)

The District will contribute 85% of the individual plan or family health

insurance premium.

(c) The Board of Education will pay the annual premium for dental insurance.

Individual - 100%

Family - 100%

(d) The Superintendent must be on paid status for 10 days in a month to be eligible for health insurance for that month.

#### **15. Life Insurance**

(a) During the term of this Agreement, the District shall pay for a term life insurance policy in the amount of \$200,000 naming the superintendent as insured, until retirement. The Superintendent shall designate the beneficiary of said policy

(b) The Life Insurance policy will continue past the date of retirement and will continue until age 65 at which time the policy will be discontinued. The amount of the post-retirement policy will be \$75,000.

#### **16. Disability Insurance Policy**

During the term of this Agreement, the District shall provide a long-term disability insurance policy which will provide a benefit equal to 60% of the Superintendent's base salary. Eligibility for disability payments will begin after a 6-week waiting period and will continue until age 65.

#### **17. IRS 125 "Flex Plan"**

The District shall allow the Superintendent to participate in the District's IRS 125 "Flex Plan." The Flex Plan shall include un-reimbursed medical and dependent care accounts as well as an insurance premium account. The superintendent will pay all administrative costs associated with the participation in the District's Flex Plan. Any unexpended funds shall be retained by the District at the end of the administrative "Flex Plan" calendar year.

**18. Tuition Reimbursement**

The Superintendent will be eligible for tuition reimbursement in an amount not to exceed \$2,000 per year for classes and/or professional development deemed appropriate by the board. The Superintendent shall have the option of using some or all of the \$2,000 benefit provided in this article to fund contributions to a tax shelter (IRS 403-b plan) or Flexible Spending Plan. Upon Board approval, up to five work days per fiscal year shall be paid time off to be utilized for course-related purposes so long as the employee is enrolled in a program.

**19. Tax Shelter Plan**

The Superintendent shall have the option to join tax sheltered annuity plans and credit union plans as provided by the District

**20. Holidays**

The Superintendent shall be paid for twelve (12) holidays as established by the Board of Education in each year of service to the District:

**21. Vacation Leave**

The Superintendent shall be credited with twenty-five (25) days of vacation leave, on each July 1 of employment with the District, in addition to the holidays as referenced in paragraph 20 hereinbefore. The Superintendent will be paid for her unused vacation time for the 2018-2019 school year. The Superintendent shall be entitled to accumulate up to a maximum of fifty (50) days unused vacation leave during the period of her employment with the District. Such accumulated vacation leave shall be carried over and may be used during any subsequent year of employment. In addition the Superintendent may be reimbursed for up to five (5) unused vacation days annually at the rate of 1/240 of her current annual salary. This reimbursement shall be as a non-elective contribution to her 403(b) account up to the contribution legal limits and there shall be no cash payments



under this article. In the event the Superintendent has unused accumulated vacation leave at the time her employment with the District terminates, she shall be paid at the rate of 1/240th of her then current annual salary for each day of unused accumulated vacation leave as a contribution to her 403(b) account. These payments shall be a non-elective contribution and there shall be no cash payments under this article. The contribution shall be made in the shortest period subsequent to retirement allowed by law, with the maximum contribution allowed by law in the first year of retirement. The numbers of unused vacation days that she is paid for on separation from the district will not exceed fifty (50). At the end of each year after June 30 and before July 31st, the Superintendent shall provide the President of the U-E Board of Education an accounting of used and accrued Vacation leave for the prior year.

## **22. Sick Leave**

The Superintendent shall be credited with her current sick leave days upon the first day of service to the District as Superintendent. Beginning with the first-year of employment and each year thereafter, the Superintendent shall be credited with an additional fifteen (15) days of sick leave on July 1 of each year of employment. Such accumulated sick leave shall be carried over and may be used during any subsequent year of employment. The Board reserves the right, during the Superintendent's term, in the event of 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. 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 date on which this contract shall have been so terminated. At the end of each year after June 30 and before July 31st the Superintendent shall provide the President of the U-E Board of Education an accounting of used and accrued sick leave for the prior year.

**23. Personal Leave, Bereavement Leave, Illness in the Family, Jury Duty**  
Personal Leave - During each year of her employment by the District, the Superintendent shall have available to her three (3) days of personal leave without loss of pay. Unused days of personal leave time shall not accumulate from year to year as such, but on each July 1st, such unused days from the preceding year, if any, shall be accumulated as sick leave.

Bereavement Leave - The Superintendent will have up to five (5) days paid bereavement leave per incident for death in the immediate family (parent, spouse, sibling, child, significant other or someone who acted in a parental role). Up to five (5) days per year of bereavement leave will be available for other bereavement needs.

Illness in the Family - The superintendent will have up to five (5) days of paid leave for family illness. These five additional days shall be deducted from the employee's personal sick leave accumulation.

Jury Duty - If the superintendent is required to serve jury duty, as a witness, or as a party in a legal proceeding, she shall be excused for the duration of such

duty without reduction in her sick or personal leave accumulations. She shall receive full compensation for each day of jury duty, but will be required to submit proof of service. In addition, the superintendent must endorse any and all compensation received, exclusive of expenses, to the District.

#### **24. Expense Reimbursement**

(a) The Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including but not limited to expenses for travel and lodging; attendance at professional conferences and meetings on national, state, and local levels; and similar items related to her employment. The Board will pay or reimburse the Superintendent for all such expenses upon presentation of an itemized account of such expenditures. The Superintendent shall notify the President of the Board of any absence from the District involving three (3) or more consecutive days.

(b) During the term of this Agreement the District will pay the professional association dues and fees for the Superintendent's membership in the American Association of School Administrators, the New York State Council of School Superintendents, and any regional Council of School Superintendents

#### **25. Residency**

The Superintendent agrees to maintain residency within 20 miles of the Union-Endicott Central School District unless otherwise approved by the Board of Education.

#### **26. Indemnification**

The Board agrees to provide legal counsel 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 her employment or at the discretion of the Board.

**27. Retirement and Health Insurance Benefits.**

The Superintendent will be eligible for a choice of only one of the options listed below in subsection A, B, or C:

**A) Superintendent Retirement Benefit**

1. The Superintendent will provide a letter of retirement at least one year prior to the effective date of retirement shall receive a retirement benefit equal to 25% of her final year's salary.
2. The Superintendent will provide a letter of retirement at least six months prior to the effective date of retirement shall receive a retirement benefit equal to 20% of her final year's salary.
3. If the Superintendent has at least fifteen (15) years of service to the Union-Endicott Central School District, she will be eligible for the following benefit upon retirement or death of the employee: The choice of 90% family or individual health insurance and prescription plan being paid by the Union-Endicott Central School District and with coverage continuing for the surviving spouse. The plan for the retired Superintendent or the surviving spouse will be a choice of any plan offered to active members of the Central Office Administrators or the Union-Endicott Administrators Association.

**B) Superintendent Retirement Benefit:**

The Superintendent with at least five (5) years of service to the District and at least fifteen (15) years of credited service in the NYSTRS or the NYSERS will be eligible for the following benefits:

Percent Of Insurance	Less than 50%	50% - 59%	60% or over
	<i>Sick Days unused</i>	<i>Sick Days unused</i>	<i>Sick Days unused</i>
Individual	75%	80%	85%
Family	60%	65%	70%

The retiree will be responsible for that portion of the insurance premium in excess of the amount paid by the District as indicated on the chart above.

1. Qualifications:

- Eligible for retirement in the New York State Teachers' Retirement System or the New York State Employees' Retirement System.
  - Written letter of resignation (retirement) to be received by the Board of Education no later than January 15 in the year of retirement.
  - Resignation effective no later than July 1 of retirement eligibility
2. The health insurance plan provided under this article shall be the same plan offered active employees.
3. Coverage will continue for a surviving spouse at an individual level only.

C) Superintendent Retirement Incentive During First Year of Eligibility:

1. Eligibility – The Superintendent has at least five (5) years of service to the Union-Endicott Central School District and at least fifteen (15) years of credited service in the NYSTRS or NYSERS by June 30 in the year of retirement and retires during the first year of eligibility.

2. Qualifications – The Superintendent shall:

- Be eligible for undiminished retirement in the New York State Teachers' Retirement or the New York State Employees' Retirement System.
- Submit a written letter of resignation (retirement) to be received by the Board of Education at least 1 year prior to the retirement date.
- Resign effective no later than July 1 of the first year of retirement eligibility-

3. Terms – The terms of the retirement option are as follows:

- Twenty-five (25) percent of the administrator's salary deposited into a non-elective 403b (tax sheltered) account in the name of the retiring administrator as of the 1<sup>st</sup> day of July in the year of retirement.
- Ten years of health insurance in retirement, with the District paying 95% of the premium cost, single or family. After the tenth year, the District will pay the percentage specified in item B, Union-Endicott Administrators Retirement Benefit, but not less than the 80% individual and 65% family rate. Coverage will continue for a surviving spouse at an individual level only.

When the Superintendent leaves/retires under one of the options above, the Superintendent and their surviving spouses will be eligible to participate in the group dental plan provided they pay 100% of the premium for the plan. Coverage

for a surviving spouse under this article shall be at the specified percentage for an individual plan only. The District shall continue to pay for only the base Medicare Part B premium for retirees and spouses.

## 28. Termination

This Agreement may be terminated at any time, without cause, by mutual written agreement, of the parties; or by the Superintendent's written resignation on sixty (60) days notice to the President of the Board. This Agreement may also be terminated, and the Superintendent may be removed during the term hereof, for *just* cause. The Superintendent shall be entitled to notice of the written charges against her, notice of hearing and a hearing in accordance with the procedures hereinafter described.

(a) Charges against the Superintendent for cause may only be brought by the Board and all charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days written notice before an independent hearing officer. The hearing officer shall be selected by mutual agreement between the Superintendent and the Board or, in the event that no such agreement is reached within 30 days after the Superintendent's receipt of written charges, by appointment pursuant to rules and procedures of the American Arbitration Association.

(b) The Board shall have the authority to suspend the Superintendent from the performance of her duties with *pay and benefits* during the pendency of such hearing.

(c) The Superintendent shall have the following rights in connection with said hearing:

- (1) The right to elect a public or private hearing;
- (2) The right to be represented by counsel;

- (3) The right to present, cross-examine, and subpoena witnesses ;
- (4) The right to subpoena documents, papers, letters, or other tangible evidence;
- (5) The right to have all testimony given under oath;
- (6) The right to receive without cost written transcript of the proceedings; and
- (7) The right to receive written findings of fact and conclusions of law from the hearing officer.

(d) The decision of the hearing officer shall be binding upon the parties, subject to their respective rights to appeal in accordance with New York State law.

(e) Criticisms or complaints which Board Members have received and have not previously forwarded to the Superintendent in accordance with the provisions of paragraph "5" of this Agreement shall not be admissible at such a hearing against the Superintendent.

(f) If the charges against the Superintendent are not sustained at such hearing or after any appeal therefrom, the Board shall reimburse the Superintendent for the actual and necessary attorneys' fees and disbursements incurred by the Superintendent in the defense of the hearing or appeal therefrom.

## **28. Severability**

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

## **29 Outside Consulting**

During the term of this agreement, the Superintendent shall devote her full time, skills, labor, and attention to the performance and discharge of her duties and responsibilities; provided, however, that the Superintendent, after one year of service in this position, may undertake educational related consultation work, speaking engagements, writing, lecturing, or other professional duties, obligations, and activities, and the establishment of her own business for the purpose of

consulting work 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. The Superintendent may use her/his personal or vacation days for the above-stated consultation work, speaking engagements, writing, lecturing, or other professional duties, obligations, and activities, and the establishment of her/his own business for the purpose of consulting work when services are not provided for the Union-Endicott School District. These services will be provided without additional compensation for the Union-Endicott school district for the term of this contract.

**29 Amendments**

This Agreement sets forth the complete understanding of the parties hereto. This Agreement may only be modified or amended by a further Agreement in writing. This Agreement shall be binding upon the parties hereto and successor Board of Educations.

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  
UNION-ENDICOTT CENTRAL SCHOOL DISTRICT**

By: Dick Fanta  
Board President

5/17/19  
Date

Nicole Wolfe  
Nicole Wolfe

5-17-19  
Date