

**Employment Contract  
of the  
Superintendent of Schools  
Charlotte Valley Central School District  
2022-2025**

The parties to this contract are the Board of Education of the Charlotte Valley Central School District, Charlotte Valley, New York, (hereinafter referred to as the "Board") and Eric C Whipple, residing at 3774 Charlotte Creek Road, Davenport, New York 13750 (hereinafter referred to as the "Superintendent").

The Board has appointed Eric C. Whipple as Superintendent of Schools of the Charlotte Valley Central School District, (hereinafter the "District"). The parties have agreed upon the terms of employment of the Superintendent and enter into this contract pursuant to Education Law § 2508.

**In Consideration Thereof**, of the covenants and agreement set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

**1. EMPLOYMENT.**

The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this contract.

**2. DUTIES AND POWERS.**

The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law § 2508 and other laws, rules and regulations of the State of New York and by the Board in its Bylaws, Policies, Regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this contract without prior approval of the Board President. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in his judgment best serves the District with notice to the Board; that he shall, with the assistance of his staff, administer the instructional and business affairs of the District; and that he shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to any necessary Board approval. 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 his performance or salary.

### **3. TERM AND EXTENSION.**

The term of this contract is from July 1, 2022 through June 30, 2025 unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

No later than April 30<sup>th</sup> 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 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 act by April 30, the Superintendent may require 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 his position as described herein.

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

### **4. SALARY.**

The salary for the school year 2022-2023 shall be \$137,500. Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2022-2023 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

### **5. ALLOWANCES AND BENEFITS.**

**a. Vacation** - The Superintendent shall receive 20 workdays paid vacation, credited on July 1 each school year, exclusive of holidays. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be deemed available July 1, 2022 for the first full academic year of this agreement and in all subsequent years. If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and adjusted through appropriate payment or deduction in the final check. Vacation shall be taken within the school year in which it is earned. Prior to June 1 of each school year, the Superintendent may roll over and accumulate up to five unused vacation days each year or may receive compensation for up to five unused vacation days paid at 1/240<sup>th</sup> of his then present salary.

**b. Automobile** - The Board shall provide a school vehicle when available for the Superintendent's use for business travel not involving common carriers, which the Superintendent shall use for such purpose. The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal car in the performance of his official duties as Superintendent.

**c. Professional Memberships** - The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or will bring recognition to the District. The Board will pay fees for the Superintendent's membership in the following organizations:

1. The American Association of School Administrators.
2. New York State Council of School Superintendents.

Expenses for attendance by the Superintendent at professional conferences and activities of such organizations shall be included in the annual District budget. The Superintendent shall seek Board approval for all such conferences not previously budgeted and shall report to the Board on such conferences. The Superintendent shall be entitled to attend the NYSCOSS new superintendent institute.

**d. Expense Reimbursement** - The Board will pay or reimburse the reasonable expenses necessarily incurred by the Superintendent in connection with the employment, provided that the Superintendent submits appropriate documentation on a timely basis in accordance with District policy and practice.

**e. Indemnification and Counsel** - The Board has provided the benefit of Public Officers Law § 18 to employees of the District. The Board agrees that it shall continue to provide the defense and indemnification provisions provided by such statute for the benefit of the Superintendent during the term of this contract, and that such provisions shall supplement and be available to the Superintendent in addition to defense or indemnification protection conferred by any other statute or enactment. In order to obtain the protection referred to herein, the Superintendent must deliver the original or a copy of any summons, complaint, process, notice, demand, pleading or other document asserting the claim to the District Clerk (with a copy to the Board President) within ten (10) days after service thereof on the Superintendent, together with a written request to provide for defense of the Superintendent, who must give full cooperation in the defense thereof and must comply with all provisions of Public Officers Law § 18.

**f. Other Benefits.**

- i. Health Insurance/Dental Insurance - The District will provide 85% of the premium for family coverage for the Superintendent in the group's health/dental insurance plan.
- ii. Sick Days - Upon commencing employment, the Superintendent shall be credited with 35 sick days. The Superintendent shall be credited with 15 paid earned days annually for absence caused by personal or family illness on July 1, 2023 and each July 1 thereafter. Family shall mean the Superintendent's parents, spouse, children, or other relatives who are members of the Superintendent's household. Days shall be pro-rated for any partial school year.
- iii. Holiday - The Superintendent shall be entitled to the following 14 paid holidays each school year, which shall not be cumulative:

Fourth of July	Thanksgiving and Day After
Labor Day	Christmas Eve
Columbus Day	Christmas Day

Veterans Day  
Martin Luther King  
Good Friday  
Juneteenth

New Year's Day  
President's Day  
Memorial Day

- iv. Health Insurance Upon Retirement - The District will pay the same percent of the premium on any policy of health insurance in force at the time of the Superintendent's retirement from service with the Charlotte Valley Central School District, as the Superintendent received in his final year of employment, as long as the Superintendent has provided at least 10 years of service to the District. Such payment will continue so long as the health insurance policy provided by the District remains the primary health insurance policy insuring the Superintendent. For purposes of this paragraph, "retirement" means ordinary or disability retirement from the Teachers' Retirement System of the State of New York. The District will continue to be responsible for payments under this clause provided the Superintendent remains retired pursuant to the rules and regulations of the Teachers' Retirement System.
- v. Life Insurance: The District shall annually reimburse the Superintendent for the cost of a \$500,000 term life insurance policy.
- vi. Personal Leave – The Superintendent shall be entitled to use up to 3 days per year personal days which may be taken without explanation, but which shall be for personal matters which cannot be handled during non-working time. At the end of each year unused personal days will be counted into the accumulated sick leave.
- vii. Cellular Phone - The Board shall afford the Superintendent monthly reimbursement of \$100/month for maintaining a cellular phone and data services agreement through the carrier of his choice.
- viii. Bereavement Leave:
  1. The Superintendent shall be entitled to 5 days of paid leave due to a death in his immediate family. "Immediate family" is defined as a parent, grandparent, brother, sister, spouse, children, father-in-law, mother-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 his accumulated sick leave.
  3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.
- ix. 403(b) and Flex Spending: The Superintendent shall be entitled to participate in the District's 403(b) plan and the IRC section 125 flex spending plan. Annually, by September 1 of each school year, the District shall make a non-elective employer contribution of \$5,000 to the Superintendent's 403(b) plan account.
- x. Jury Duty: The Superintendent shall be entitled to attend jury duty without use of leave time provided that he remits any payments received for such service back to the District.

## 6. ANNUAL REVIEW.

The parties shall meet each school year in September to mutually agree upon the goals of the Superintendent for that school year. The parties shall meet annually, at a mutually agreeable time in June (or such other time as the parties may agree), to evaluate the performance of the Superintendent including the goals set the previous October. The Board shall provide the Superintendent a written evaluation annually. Such evaluation may also be held at other times as agreed by the parties. The evaluation instrument shall be mutually agreed upon in advance of any annual review. Such evaluation shall remain confidential to the extent permitted by law.

## 7. BOARD REFFERAL.

The Board shall promptly and directly raise with the Superintendent for his study and response, any and all criticisms or complaints regarding the administration of the District or the Superintendent's performance of his duties.

## 8. TERMINATION.

This contract and the employment of the Superintendent may be terminated earlier than provided in paragraph 3, as follows:

- a. **By Agreement** - By mutual written agreement of the parties upon such terms as they may determine.
- b. **By Superintendent** - By the Superintendent by written notice filed with the District Clerk effective no less than ninety (90) days after filing.
- c. **By Board** - By the Board:
  - (i) Upon 30 days' prior written notice to the Superintendent if he shall become mentally or physically incapacitated for a period of six months or more to such an extent as to prevent him from properly performing each and every one of his duties.
  - (ii) Immediately upon written notice to the Superintendent if he shall be convicted of a felony.
  - (iii) Immediately upon giving of notice for failure to maintain certification required by New York statute, rule or regulation.
  - (iv) Immediately upon the Superintendent's failure on or before September 1, 2022 to take up residence within a thirty minute drive of the Charlotte Valley School house. For purposes of this clause, "thirty minute drive" shall be measured by the driving directions feature of Google Maps or another similar internet tool.
  - (v) Upon the filing of charges:
    - (a). Charges against the Superintendent may only be brought by the Board for incompetence or misconduct and all such charges shall be in writing. The Superintendent shall be entitled to a hearing on said charges, upon at least

thirty (30) days' notice, before a hearing officer chosen by the Board who has no prior relationship with the Board or Board members, other than as a hearing officer, mediator, or arbitrator, and experience in education and employment law matters. The hearing shall be conducted in executive session. The Board may suspend the Superintendent with pay and benefits during the pendency of such hearing.

- (b). The Superintendent shall be entitled to due process protection at such hearing, including, but not limited to, the right 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 proceedings; and to receive written findings of fact and conclusions of law.
- (c). The hearing officer shall, upon the conclusion of the hearing, prepare and submit a decision, which decision shall include findings of fact and a recommended disposition of each charge. The hearing officer's decision shall be advisory to the Board, which shall retain the authority to make the final decision as to the disposition of each charge against the Superintendent, subject to the Superintendents right of appeal to a court of competent jurisdiction pursuant to Article 78.

**d. Death** - This contract shall terminate upon the death of the Superintendent.

**e. Terms to Continue** - Notwithstanding the expiration or earlier termination of the employment of the Superintendent or of this contract, all the terms and conditions of this contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this contract shall remain in effect for such purpose.

## **9. EFFECTIVE DATE.**

This contract shall take effect as of July 1, 2022. The Superintendent shall file his oath of office with the District Clerk upon assuming the responsibilities of the office.

## **10. NOTICE.**

The Board and the Superintendent each recognize that in order to establish a good working relationship and communication it is sometimes necessary to address performance issues with the Superintendent. When such performance issues are addressed, the issues will be discussed in an executive session of the Board of Education or in another private forum, consistent with the Open Meetings Law, such as a meeting between the Board President and the Superintendent of Schools. The Board acknowledges the importance of keeping open honest communication with the Superintendent and further acknowledges that such open honest communication is not fostered when public meetings of the Board are used to address performance concerns of the Superintendent.

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by him or by his attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

a. **To the Superintendent** - Personally or by certified mail, return receipt requested, addressed to his residence.

b. **To the Board** - To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to the President's residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

c. **Date Given** - Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

## 11. SEVERABILITY.

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

## 12. MISCELLANEOUS.

a. **Headings** - The paragraph headings contained in this contract 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 contract.

b. **Waiver** - In the event any term or condition of this contract should be breached by either party and the breach are 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. **Applicable Law** - This contract will be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York. The County of Delaware in the State of New York shall be the venue of any action or proceeding arising from or related to this contract.

d. **Agreement Binding** - This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

e. **Counterparts** - This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.




**13. COMPLETE AGREEMENT.**

This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have signed this contract on the \_\_\_\_ day of \_\_\_\_\_, 2022, intending to be legally bound.

**BOARD OF EDUCATION CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
**Board President**  
  
\_\_\_\_\_  
**Eric Whipple, Superintendent of Schools**

**CLERK'S CERTIFICATION**

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Charlotte Valley Central School District at a public meeting duly held on \_\_\_\_\_, 2022, and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
**School District Clerk**