

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made the 7th day of July 2021, between **THE BOARD OF EDUCATION OF THE KINGSTON CITY SCHOOL DISTRICT**, a school district with offices at 61 Crown Street, Kingston, New York (hereinafter the “Board”) and **PAUL J. PADALINO** residing at Sand Lake, New York (hereinafter the “Superintendent” or “Dr. Padalino”);

WITNESSETH:

WHEREAS, the Board wishes to continue the appointment of Paul J. Padalino to the position of Superintendent of Schools of the Kingston City School District and to enter into a written contract of employment pursuant to Section 2507 of the Education Law; and

WHEREAS, the Dr. Padalino wishes to be so appointed and employed;

NOW, THEREFORE, the parties agree as follows:

Article 1. The Board appoints Dr. Paul J. Padalino to the position of Superintendent of Schools of the Kingston City School District (hereinafter the “District”), and it employs the Superintendent in such capacity for a term to commence on the 1st day of July 2021, and to end on the 30th day of June, 2026, unless sooner terminated or earlier extended as provided herein, and the Superintendent accepts such appointment and employment for such term at the remuneration and upon the terms and conditions herein set forth.

Article 2. The District shall pay to the Superintendent a gross annual salary for his services in such capacity as follows:

- a. For the period from July 1, 2021 through June 30, 2026, a gross annual salary at the rate of \$230,000.00.
- b. The Superintendent’s gross annual salary shall be increased from that amount stated in paragraph “a” above by \$9,000, effective July 1, 2022, an additional

\$9,500, effective July 1, 2023, an additional \$10,000, effective July 1, 2024, and an additional \$10,500, effective July 1, 2025.

- c. The Superintendent's salary shall not be reduced from the previous year's amount upon annual review and determination.
- d. Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District.

Article 3. In addition to the gross salary, the Board shall pay, provide or make available to the Superintendent, the following:

- a. **Payroll Savings/Credit Union Program.** Participation in a payroll savings program and a credit union program on the same basis and to the same extent such participation is or may be available to other employees of the District.
- b. **Professional Memberships.** Membership fees for the Superintendent's membership in New York State Council of School Superintendents and American Association of School Administrators.
- c. **Expense Reimbursement.** The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including but not limited to expenses for travel and lodging; attendance at professional conferences and meetings and similar items related to his employment. The Board will pay or reimburse the Superintendent for all such expenses incurred by the Superintendent in the continuing performance of his duties under this Agreement as permitted by state law and as approved by the District in the annual budget, in accordance with Board Policy 9215 (Conference Expenses). Prior Board of Education approval shall be required for attendance at conferences.

- d. **Mileage.** The Superintendent shall be reimbursed for mileage based upon the current I.R.S. rate based upon District mileage calculations, but not for travel from home to work or from work to home. All out-of-state travel shall require the Board's prior approval.

- e. **Indemnification.** To the extent permitted by law, 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 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 his employment or under the direction of the Board.

- f. **Health and Dental Insurance.** The District shall pay 85% of the cost of the Superintendent's individual or family health insurance coverage under the District's then current health insurance plans during active service. This provision shall be subject to change at the end of the term of this Agreement or at the time of any contract extension, whichever occurs sooner. The Superintendent shall be entitled to the Health Insurance Buy-out provisions of Board Policy 9215.

The District shall also pay 85% of the cost of the Superintendent's dental insurance in the District's then current dental insurance plan during active service.

If the Superintendent retires from the District to receive pension benefits from the New York State Teachers Retirement System ("TRS"), the District shall continue to contribute 85% towards the costs of individual or family health and dental insurance coverage, with the Superintendent to contribute 15% towards such costs. Should the Superintendent predecease his spouse after retiring from the District to receive benefits from TRS, the District shall continue to pay 85% towards the costs of his spouse's individual health insurance coverage and dental coverage for the remainder of her life.

When the Superintendent becomes eligible for Medicare benefits, the District shall reimburse the Superintendent and his spouse, if he is then married, for Medicare premium charges at the standard (floor) level, but not at any Tier above the standard or floor rates. Should the Superintendent predecease his spouse once they are enrolled for Medicare Part B & D benefits, the District shall continue to reimburse his spouse for Medicare premium charges at the standard or floor rates, but not at any Tier above the standard or floor rates.

- g. **Personal Leave.** Five (5) days personal leave, vested upon the beginning of each school year of employment, shall be granted to the Superintendent for urgent personal business matters which cannot be attended to during other than work hours, upon notification to the Board President. Such leave may not be accumulated or carried over.
- h. **Bereavement Leave.** The Superintendent shall be entitled to up to five (5) days as a consequence of a death in the immediate family of the Superintendent, defined as spouse, children, parents, grandparents, grandchildren, siblings or corresponding in-laws. The Board may grant additional bereavement leave to the Superintendent. Such leave may not be accumulated or carried over.
- i. **Vacation.** The Superintendent shall be entitled to twenty-five (25) vacation days per contract year, vested upon the beginning of each school year of employment. Notification must be given to the Board, in writing, in advance of the vacation days to be taken. The Superintendent will be allowed to carry-over up to ten (10) unused vacation days each year of this Agreement on a non-cumulative basis or, in the alternative, the Superintendent shall be entitled to be compensated for up to ten (10) accumulated unused vacation days at the rate of 1/240th of his salary. Upon being compensated for these days, they shall be considered to have been utilized by the Superintendent and shall not be subject to being carried over to the

next year. In the event of separation of employment or if this Agreement is terminated in accordance with its terms, or upon expiration of this Agreement, the Superintendent shall be entitled to a lump sum payment of unused accumulated vacation days, up to a maximum of sixty (60) days, to be paid at the rate of 1/240th of his then current salary; provided, however, that if the date of retirement occurs during the school year, the current year's allotment of vacation days shall be pro-rated.

- j. **Sick Leave.** Upon commencement of employment, the Superintendent was credited with sixty (60) sick leave days. In addition to such credited sick leave, the Superintendent shall also be entitled to twenty (20) sick leave days upon completion of each twelve (12) months of employment with the District throughout the term of this Agreement. The Superintendent shall be entitled to accumulate unused sick leave but shall not be entitled to payment for unused sick leave during the period of employment with, or upon his separation from the District. Five (5) days per year of sick leave will be available to the Superintendent as family illness leave days. Such unused family illness leave days may not be accumulated or carried over.
- k. **Holidays.** The Superintendent shall be entitled to paid holidays for such legal holidays as annually recognized by the Board in the District's calendar as well as for the day after Christmas. Other than legal holidays in the District's calendar, the Superintendent is expected to work during recess periods unless he takes vacation during these periods.
- l. **Tax Sheltered Annuity Program.** The Superintendent shall be entitled to participate in the tax sheltered annuity program provided by the District. Changes in the tax sheltered annuity program will be as prescribed by law.
- m. **Life Insurance.** Subject to his insurability and eligibility for same, during the term of this Agreement, the District shall annually pay the sum of \$287.00

towards the premium cost of a term life insurance policy selected by the Superintendent. Such death benefit provided by the policy shall be payable to the beneficiary selected by the Superintendent.

- n. **Disability Insurance.** Subject to his insurability and eligibility for same, during the term of this Agreement, the District shall provide the Superintendent coverage under the District's group disability income insurance plan or such other disability income insurance plan mutually agreed upon by the parties. One hundred percent (100%) of the premium will be paid by the Board up to a maximum of \$1,253.63 annually. The plan or policy selected shall have a minimum waiting period of sixty (60) days.
- o. **Cell Phone/Computer.** The Board will provide the Superintendent with a blackberry or cellular telephone and pay for the service of such device within the budgetary allocation. The Board shall also provide the Superintendent with a laptop computer or iPad. These items shall be for use by the Superintendent in accordance with Board Policy, but they remain the property of the District and shall be returned by the Superintendent upon the termination of his employment.

Article 4. The Superintendent shall have charge of the administration of the schools of the District under the direction of the Board; he shall be the chief executive officer of the School District and he shall have the powers and be charged with the duties set forth in Section 2508 of the Education Law as well as in the laws of the State of New York, the rules and regulations of the Regents of the University of the State of New York and the Commissioner of Education, and by the policies, rules and regulations of the Board.

Article 5. The Board shall apprise the Superintendent, in executive session, of criticisms of his job performance which the Board has received in writing from external sources or matters of significant concern to the Board which should be addressed on a current basis. Failure to

comply with the provisions of this paragraph shall not prevent the Board from presenting any evidence in connection with a proceeding brought pursuant to Article 9 of this Agreement.

Article 6. The Superintendent represents that he 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 said certification shall be furnished to the 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 the employment of the Superintendent.

Article 7. At the Superintendent's option, he may submit to an annual physical medical examination at District expense for any costs not covered by the Superintendent's health insurance plan (not to exceed \$500). This provision is not intended to limit in any manner the Board's right to direct a medical examination pursuant to Section 913 of the Education Law.

Article 8. 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.

Article 9. This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of either of the following events:

- a. The Superintendent shall be unable, by reason of sickness or other disability, to discharge the duties and responsibilities specified in this Agreement for a period of six (6) consecutive months unpaid beyond exhaustion of the Superintendent's accumulated sick leave entitlement or beyond the period of any extended leave granted by the Board; or

- b. The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency or neglect of duty in accordance with the hearing procedures set forth in Article 9 hereof.

Article 10. If charges are to be brought against the Superintendent, the following rights will be afforded.

- a. No charge shall give rise to a disciplinary hearing unless a quorum of the Board of Education finds probable cause to convene such hearing in a duly convened Executive Session.
- b. All charges shall be in writing and in such detail as to allow the preparation of a meaningful defense.
- c. The Superintendent shall be allowed counsel, at his own expense, at all stages of all proceedings.
- e. The Superintendent shall be entitled to a hearing before a mutually agreed upon member of the American Arbitration Association Labor Arbitration Panel or from those listed hereunder, selected upon the basis of first availability, if mutual agreement cannot be reached:
 - 1. Jeffrey Selchick
 - 2. Carol Wittenberg
 - 3. Bonnie Siber Weinstock

The hearing shall not be open to the public, except at the Superintendent's option. The decision of the hearing officer shall be binding upon the Superintendent and the Board. The same shall also be furnished to the Superintendent.

- e. The Superintendent and the Board may present and cross-examine witnesses at such disciplinary hearing.
- f. A typewritten transcript of any hearing will be furnished free of cost to the Superintendent.
- g. During any period of suspension, the Superintendent of Schools shall be entitled to receive normal salary and benefits until a decision has been rendered by the hearing officer, unless the charges relate to lack of requisite certification.

Article 11. [Effective January 1, 2023] At the option of the Board and the Superintendent, in lieu of the processing of charges, as set forth in Article 9, above, other than those which would also constitute a crime(s), a "no-fault" contract termination procedure shall be implemented as follows:

- a. The Superintendent shall be paid one-half of his salary and fringe benefits through the time of securing other comparable employment, not to exceed six (6) months, or the attainment of employment, whichever comes first.
- b. The Board shall give positive support to the Superintendent who shall be under a duty of due diligence to secure comparable employment elsewhere in a New York State or regional school district, effectively immediately upon the exercise of this option.

Article 12. The Board shall evaluate and assess, in writing, the performance of the Superintendent at least once per year during the term of this Agreement. The evaluation and assessment shall be reasonably related to the position description of Superintendent of Schools and the goals and objectives of the District in the year in question. The same shall be formulated by the Board in consultation with the Superintendent of Schools in compliance with §100.2(o) of the Regulations of the Commissioner of Education.

Article 13. The Superintendent shall submit to the Board a recommended format for the written evaluation and assessment of his performance within sixty (60) days of the effective date of this Agreement. The Board shall meet and discuss the evaluation format with the Superintendent and shall attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format within ninety (90) days of the effective date of this Agreement and shall evaluate the Superintendent by August 1st annually.

Article 14. At least once in each fiscal year, the Board, in the absence of the Superintendent, shall meet in a closed executive session (unless expressly prohibited by law) for the purpose of evaluation of the performance of the Superintendent. The Board will reduce the entire evaluation to writing. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss same.

Article 15. Consistent with and pursuant to Education Law §211-B(5)(a), the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education.

Article 16. The Superintendent shall give the Board at least six (6) months' notice of his intent to vacate his position during the term of this Agreement.

Article 17. The Board agrees to notify the Superintendent, in writing, by July 1, 2025, whether it intends to renew the appointment and employment of the Superintendent.

Article 18. This Agreement and all of its provisions shall be construed and interpreted in accordance with the laws of the State of New York.

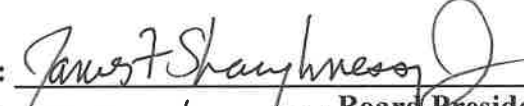
Article 19. Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of the Agreement shall remain in full force and effect.

Article 20. The failure of either party at any time to require the performance by the other party of any of the terms, conditions, provisions or agreements set forth herein shall in no way affect the right thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms, conditions, provisions or agreements be construed as a waiver of any succeeding or subsequent breach.


Article 21. Effective July 1, 2021, the Superintendent's previous contract, dated July 19, 2017 is hereby null and void and of no further effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first above written.

**BOARD OF EDUCATION
CITY SCHOOL DISTRICT OF THE
CITY OF KINGSTON, NEW YORK**

BY: 
James F. Shaughnessy Jr., Board President

THE SUPERINTENDENT


Dr. Paul J. Padalino