
**EMPLOYMENT AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF THE
WATERVLIET CITY SCHOOL DISTRICT
AND
PAUL PADALINO**

July 1, 2007 - June 30, 2012

AGREEMENT, made this 27th day of December, 2007, by and between **THE BOARD OF EDUCATION OF THE WATERVLIET CITY SCHOOL DISTRICT**, Albany County, New York (hereinafter, "the Board") and **PAUL PADALINO**, residing at 3999 NY 150 West Sand Lake, New York 12196 (hereinafter, "the Superintendent").

1. Offer of Continued Employment.

The Board, pursuant to its authority granted under the New York Education Law and, in accordance with a Resolution duly moved, seconded and adopted at a meeting held on December 27th, 2007, hereby offers to continue to employ Paul Padalino as the Superintendent of Schools of the District, upon the terms and conditions set forth in this new Agreement for employment.

2. Acceptance by Superintendent.

The Superintendent hereby accepts said offer of continued employment under this Agreement and agrees to perform, to the best of his ability, the duties of such position.

3. Term of Employment.

a) **Term.** This Agreement shall supersede the prior employment Agreement between the Parties which shall be deemed to have been cancelled by mutual agreement. .The Superintendent's new term of employment shall be for a five (5) year period, commencing on July 1, 2007 and terminating on June 30, 2012, unless further extended or sooner terminated as hereinafter provided.

b) **Future Extension.** Prior to January 31, 2011, the Superintendent shall notify the Board, in writing, of his desire to remain in the position of Superintendent for an additional year beyond the remaining term under this Agreement. Thereafter, and prior to February 28, 2011, the Board shall meet, in 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 preliminary determination. If either party fails to exercise their option to extend the Agreement on or before March 31, 2011, the Agreement will expire on its normal expiration date of June 30, 2012. 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.

c) **Further Amendments.**

The parties may from time to time, agree to further amendments to any of the terms and conditions of employment contained herein. Such amendments shall be in writing and approved by the Board at a meeting of the Board.

4. Superintendent's Duties and Responsibilities.

a) The Superintendent shall be the Chief Executive Officer 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 Section 2508 of the Education Law or other statutes 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.

5. Board and Superintendent 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.

6. 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.

7. Certification.

The Superintendent shall possess and maintain, as a condition of continuing employment, throughout the term of his employment with the District, a valid certificate to act as a Superintendent of Schools in the State of New York.

8. Remuneration/Salary.

The Superintendent's annual salary shall be paid in equal installments in accordance with the standard payroll practices of the District.

a) **First Year of the Agreement:** The Superintendent's annual salary, retroactive for the period from July 1, 2007 through June 30, 2008 (the first twelve month (12) period of the Agreement), shall be at a rate of One Hundred Thirty-Two Thousand Dollars (\$132,000.00).

b) **Second Year of the Agreement:** The Superintendent's annual salary for the second twelve (12) month period from July 1, 2008 to June 30, 2009 shall be at a rate of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00).

c) **Third Year of the Agreement:** The Superintendent's annual salary for the third twelve (12) month period from July 1, 2009 to June 30, 2010 shall be at a rate of One Hundred Forty-Six Thousand Dollars (\$146,000.00).

d) **Fourth Year of the Agreement:** The Superintendent's annual salary for the fourth twelve (12) month period from July 1, 2010 to June 30, 2011 shall be at a rate of One Hundred Fifty-Two Thousand Dollars (\$152,000.00).

e) **Fifth Year of the Agreement:** The Superintendent's annual salary for the fifth twelve (12) month period from July 1, 2011 to June 30, 2012 shall be at a rate of One Hundred Sixty Thousand Dollars (\$160,000.00).

f) **Additional Stipends:** In addition to the partial tuition reimbursements for approved graduate credits leading to the acquisition of a Doctorate degree in his field as noted in Section 21 below, should the Superintendent be conferred such degree prior to June 30, 2009, he shall receive an additional stipend for such Doctorate degree in the amount of Two Thousand Dollars (\$2000.00) during each of the fourth and fifth years of service under this Agreement. Such stipends, if received, shall not be added to the Superintendent's base salary for any other future salary computation purposes.

g) **Other Increases.** Any further increase in the Superintendent's compensation or benefits, other than as stated in this Agreement, 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.

9. Contract Completion Stipend.

In addition to all other compensation and benefits paid during the term of this Agreement, should the Superintendent formally complete his service with the District through June 30, 2012, he shall be paid thereafter in such installments as the Superintendent may designate, as a contract completion stipend, the total sum of Twenty-Five Thousand Dollars (\$25,000.00). However, if employment under this appointment and Agreement is terminated, for any reason, prior to June 30, 2012, the above stipend shall not be payable to the Superintendent. Upon vesting of this benefit on June 30, 2012, the Superintendent, by written notice to the Board, may elect to continue it throughout further service to the District, or draw upon (in whole or in part) from the stipend in such installment(s) as she deems appropriate.

10. Exclusivity of Services.

In return for the compensation and other benefits of this Agreement, as well as his eligibility for the contract completion stipend provided upon successful completion of the full term of this agreement (see Section "9" above), the Superintendent specifically agrees that his professional services shall be exclusive to the District during the period from the commencement of services under this agreement until June 30, 2010 further, expressly agrees not to seek, apply, interview for or accept any other regular employment that would become effective any time prior to July 1, 2010, unless upon prior notification to, and consent of, the Board of Education. However, nothing in this Section shall be deemed to prohibit the Superintendent's ability to seek, interview and/or accept a position with a different employer under which his services would commence after July 1, 2010.

The Superintendent expressly acknowledges that the services to be furnished to the District by him hereunder and the rights granted by him hereunder are of an extraordinary nature which gives them a unique and peculiar value to the District and that in the event of the Superintendent's breach of this Section, the Board of Education may, in its discretion, seek to enforce any of its rights under the law, including, but not limited to, injunctive relief.

11. 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, with written input from the Superintendent concerning the form to be utilized, will provide him 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 information received from the Superintendent. The annual review by the Board will take place prior to May 1 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.

12. Life Insurance Payment.

Subject to his insurability and eligibility for same, during the term of this Agreement, the District shall annually pay the sum of \$287 dollars toward the premium cost of a whole life or term insurance policy selected by the Superintendent. Such death benefit provided by the policy shall be payable to the beneficiary selected by the Superintendent.

13. Sick Leave and Family Illness Leave.

Upon commencement of initial services, the Superintendent was credited with sixty (60) days of sick leave. In addition to such credited sick leave, the Superintendent shall continue to receive twenty (20) days of sick leave 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 will be available to the Superintendent as family illness leave days. Such unused family illness leave days may not be accumulated or carried over.

14. Vacation Leave.

Effective July 1, 2007, and on each July 1 thereafter during the term of this Agreement the Superintendent shall be entitled to twenty-five (25) vacation days per year which may be utilized upon advance notification to the Board President. The Superintendent shall be entitled to accumulate, or be paid for, portions of unused vacation leave during the period of this Agreement as noted below.

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. Alternatively, the Superintendent shall be entitled to be compensated for up to ten (10) accumulated unused vacation days, at his per diem rate. Upon being compensated for these days, they shall be considered to have been utilized by the Superintendent, and shall not 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 vacation days up to a maximum of sixty (60) days to be paid at the Superintendent's daily rate at the time of payment.

15. Personal Leave.

Five (5) days per year will be available to the Superintendent as personal leave days to attend to matters which may not normally be addressed or attended to during non working time. Such days may not be accumulated or carried over.

16. 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.

17. Maintenance of Records of Leave Time Usage.

Periodically, as determined by the Board, but at least annually by June 30 during each year of this Agreement, the Superintendent shall supply the Board President with a written report indicating the Superintendent's usage of such vacation, sick, family illness, and personal leave allowances during the applicable period. Such records of usage shall be maintained by the District.

18. Health, Dental and Vision Insurance Coverages.

During the term of employment under this Agreement, the Board shall pay for and the Superintendent shall receive health, dental and vision insurance coverages and benefits, to be provided by carriers as selected by the Board. The Board shall initially pay 100% of the total premium cost for the Superintendent's individual insurances as noted above, and 100% of the

total premium cost for the above-noted insurances for the Superintendent's lawful dependents. Effective July 1, 2008, and for the remainder of the term of this Agreement, the Superintendent agrees to pay five percent (5%) of the total premium cost for applicable individual and dependent coverage noted above and the Board shall pay the remaining ninety-five percent (95%) of the total cost of such premiums.

19. Professional Dues.

The Board shall pay the Superintendent's dues for membership and related fees in the New York State Council of School Superintendents (NYSCOSS) and the American Association of School Administrators (AASA), up to a maximum of \$2,500.00 annually. The Superintendent will be required to file an itemized statement with the Board of Education for such expenses.

20. Conference Expenses.

The District shall pay reasonable and necessary expenses for the yearly attendance of the Superintendent of Schools at both the fall and winter conferences sponsored by the New York State Council of School Superintendents (NYSCOSS). The Board is authorized, within its discretion, and subject to budgeted allotments, to reimburse the Superintendent for expenses incurred in connection with attendance by the Superintendent at other professional conferences, seminars and meetings on a national, state or local level. Such expenses may be paid upon presentation of an itemized accounting of such expenditures. Pre-approval of the Board will be required for attendance at such events and payment of expenses.

21. Professional Growth.

The Board encourages the continuing professional growth of the Superintendent. The District shall pay for (or reimburse) up to a maximum of six (6) credit hours per year at the SUNY tuition rate evidencing satisfactory completion at a grade of “B” or higher toward the Superintendent’s pursuit of a doctorate degree in his field. The proposed courses will be submitted, in advance, to the Board for its approval. The Superintendent will be required to provide the Board with a transcript upon completion of the course(s).

22. Other Business-Related Expenses.

The District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Contract as permitted by state law and as approved by the District in the annual budget. Such expenses include, but not be limited to, travel, meals and lodging. In addition, the Superintendent will be provided with a fixed monthly payment of Seventy Dollars (\$70.00) for a cell phone to be utilized by the Superintendent in carrying out his duties.

23. Disability Insurance.

During the term of this Agreement, and subject to his eligibility for same, the Board will 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 Dollars annually. The plan or policy selected shall have a minimum waiting period of sixty (60) days.

24. Holidays.

The Superintendent shall be entitled to paid holidays for such legal holidays as annually recognized by the District as well as for the day after Thanksgiving and the day after Christmas.

25. Medical Examination.

In addition to its rights under Section 913 of the Education Law, at various times, the Board may request, and the Superintendent agrees, to undergo a comprehensive medical examination with net costs, after insurance, to be borne by the Board. Written reports of the examination shall be made available to the Board by the Superintendent, in Executive Session, and shall indicate in the examiner's opinion whether the Superintendent is able to perform the essential functions of his position. Such reports shall be deemed confidential medical records. The examination shall be conducted by the District's physician or by such other qualified specialist as determined by the Board.

26. Defense and Indemnification of Superintendent.

To the extent permitted by law, the Board shall defend, save harmless, and protect the Superintendent from financial loss arising out of any claim, demand, action, suit or judgment under circumstances covered by Sections 3023, 3028 and 3811 of the Education Law, as well as those covered by Public Officers Law Section 18, provided the Superintendent was acting in good faith, in the discharge of his duties and within the scope of his employment and/or under the direction of the Board, when the alleged action(s) occurred. If it has not already adopted a resolution to provide defense and indemnification pursuant to Public Officers Law Section 18, the Board agrees to adopt such resolution as soon as practicable. The Board shall not be so

obligated unless the Superintendent shall, within five (5) days of the time he is served with any summons, complaint, process, notice, demand or pleading, notify in writing and deliver the original of said document, or an accurate copy thereof, to the Board.

27. 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, with advance approval of the Board, he may undertake incidental or intermittent 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 present a conflict with the mission of the District.

28. Termination.

This employment Agreement may be terminated prior to its expiration by:

- a) Written agreement of the parties upon such terms and conditions mutually agreed upon;
- b) Retirement of the Superintendent;
- c) Resignation by the Superintendent (at least sixty (60) days' advance written notice must be given to the Board);
- d) Disability of the Superintendent. The Board may terminate this Agreement by written notice of the Superintendent at any time after the Superintendent has exhausted any sick leave and such other accumulated leave as may be available, and has been continuously absent

from his employment, for whatever cause, for a period of forty-five (45) calendar days. If a question exists concerning the capacity of the Superintendent to return to his duties, the District may require the Superintendent to submit to a medical examination to be performed by a physician duly licensed to practice medicine in the State of New York and selected by the Board. Such examination shall be conducted at the expense of the District. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability which prohibits him from performing the essential functions of his duties, in a satisfactory manner. The Board may also, in its discretion, choose to provide the Superintendent with additional unpaid leave of absence.

e) Discharge for cause. The Superintendent shall not be discharged, without just cause. "Just cause" shall include: acts of immoral character, incompetence, inefficiency, insubordination, physical or mental disability, failure to maintain appropriate certification, neglect of duty or conduct unbecoming an administrator. Such discharge may be made upon a determination that sufficient grounds exist, or, if requested by the Superintendent, following a hearing conducted by an impartial hearing officer, following fifteen (15) days' written notice.

Charges against the Superintendent will be in writing. The impartial hearing officer shall be selected by the Board and shall be chosen from a list of potential arbitrators supplied by the American Arbitration Association. The hearing shall be held in Executive Session, unless both parties agree, in writing, to public hearing. The Superintendent shall have the right to be represented, at his own expense, by counsel. The Superintendent shall have the right to present, cross-examine and subpoena witnesses and to subpoena documents and other tangible evidence.

The hearing officer shall determine all matters relating to the procedures for the hearing, including whether or not a transcript or other contemporaneous record shall be used.

Upon conclusion of the hearing, the impartial hearing officer shall provide the Board with the record of the hearing and with written advisory recommendations and findings of fact regarding the charges and suggested conclusions. The advisory recommendations shall also contain recommended penalties, if any. The Board shall consider the recommendations and findings of fact, as provided by the hearing officer, together with the record of proceedings in making its determination. The determination of the Board shall be final and binding upon the parties, subject only to such rights of appeal as provided by law.

29. Complete Agreement.

The parties agree that this document represents the full, final and complete Agreement in this matter. No additions, deletions or modifications of any of the terms or conditions contained herein will be effective unless such changes are mutually agreed upon, in writing, by the parties.

30. Severability.

If any provision of this Agreement or the application thereof to any person or circumstances, is adjudged invalid by a court of competent jurisdiction, the Commissioner of Education, or other administrative agency, such judgment or ruling shall not affect or impair the validity of the other provisions of the Agreement or the application thereof to other persons and circumstances.

Similarly, should the Legislature or Congress enact any law, or should said agencies modify any rules that conflict with or impair the validity of any provision herein, or the

application thereof to any person or circumstances, such action shall not affect or impair the validity of the other provisions of this Agreement or the application thereof to other persons or circumstances.

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

WATERVLIET CITY SCHOOL DISTRICT

Dated: _____, 2007

By: _____

**Donna Neary
President, Board of Education**

Dated: _____, 2007

By: _____

**Paul Padalino
Superintendent of Schools**

Dated: _____, 2005

ATTEST:

By: _____

Clerk, Board of Education

**The final signed contract is
available for public
viewing at the District**

CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof, on behalf of the Board of Education, was authorized by vote of the Board of Education of the Watervliet City School District at a public meeting duly held on _____, 2007, and has been made a part of the minutes of that meeting.

School District Clerk

**The final signed contract is
available for public
viewing at the District**

Watervliet Central School District

Amendment to Employment Agreement
(Modifying Certain Terms and Conditions of Appointment)

AGREEMENT, made this ____ day of _____, 2008, by and between **THE BOARD OF EDUCATION OF THE WATERVLIET CITY SCHOOL DISTRICT**, Albany County, New York (hereinafter, the “Board”) and **PAUL PADALINO** (hereinafter, the “Superintendent”).

WHEREAS, the Board and the Superintendent are parties to an Employment Agreement covering the period from on or about July 1, 2007 through June 30, 2012 (hereinafter, the “Agreement”); and

WHEREAS, said Agreement contains salary, benefits and other terms and conditions of employment for the Superintendent; and

WHEREAS, there is contained at Section “8(f)” of the Agreement, Remuneration/Salary (Additional Stipends), a provision that should the Superintendent be conferred his Doctorate degree prior to June 30, 2009, he shall receive an additional stipend for such degree in the amount of \$2,000.00 during each of the fourth and fifth years of service under his Agreement; and

WHEREAS, there is contained at Section “21” of the Agreement, Professional Growth, a provision which allows the Superintendent to be reimbursed for up to a maximum of six (6) graduate credit hours per year at the SUNY tuition rate (after evidencing satisfactory completion at a grade of “B” or higher) toward the Superintendent’s pursuit of a Doctorate degree; and

WHEREAS, the parties have conferred relative to proposed modifications to the Agreement due to changed circumstances.

NOW, THEREFORE, the parties agree as follows:

1. **Section 8, Remuneration/Salary, Subsection (f), Additional Stipends** shall be revised to delete previous eligibility for the Doctorate degree stipend in the fourth year of the Agreement as follows:

f) **Additional Stipends:** In addition to the partial tuition reimbursements for approved graduate credits leading to the acquisition of a Doctorate degree in his field as noted in Section 21 below, should the Superintendent be conferred such degree prior to June 30, 2010, he shall receive an additional stipend for such Doctorate degree in the amount of Two Thousand Dollars (\$2000.00) *during the fifth year* of service under this Agreement. Such stipend, if received, shall not be added to the Superintendent's base salary for any other future salary computation purposes.

2. **Section 21, Professional Growth** shall be revised as follows:

The Board encourages the continuing professional growth of the Superintendent. *Effective July 1, 2008 and thereafter*, the District shall pay for (or reimburse) up to a maximum of *twenty-four (24)* credit hours per year at the SUNY tuition rate evidencing satisfactory completion at a grade of "B" or higher toward the Superintendent's completion of courses and study for the Ed D degree for which he is currently matriculated at Sage College Graduate School in Albany, New York. The proposed courses will be submitted, in advance, to the Board for its approval. The Superintendent will be required to provide the Board with a transcript upon completion of the course(s).

3. The foregoing amendments shall become effective immediately and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.

4. All other provisions of the Agreement not specifically addressed herein shall remain in full force and effect.

5. A copy of this Amendment shall be appended to the Employment Agreement

between the parties for future reference purposes.

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
WATERVLIET CITY SCHOOL DISTRICT**

By: _____
Donna Neary, President

Paul Padalino
Superintendent of Schools