

EMPLOYMENT AGREEMENT

AGREEMENT, made this 13th day of November, 2012, by and between **THE BOARD OF EDUCATION OF THE SCHALMONT CENTRAL SCHOOL DISTRICT**, Schenectady, New York, Schenectady County, (hereinafter the "Board"), and **CAROL PALLAS, Ed. D.**, residing at 40 Emery Run, Rochester, New York 14612 (hereinafter the "Superintendent").

WITNESSETH

WHEREAS, the Board has offered to employ the Superintendent as the chief executive and administrative officer of the Schalmont Central School District (hereinafter, the "District"), upon the terms and conditions set forth herein; and

WHEREAS, the Superintendent has accepted said offer of employment; and

WHEREAS, it is acknowledged that a written contract specifying the terms and conditions of the Superintendent's employment by the District will provide the basis for effective communication and future 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 considerations, the parties agree as follows:

1. Offer of Employment.

The Board, pursuant to Section 1711, subsection 3 of the New York Education Law, and in accordance with a resolution duly adopted at a meeting held on November 13, 2012, hereby offers to employ the Superintendent as the District's Superintendent of Schools upon the terms and conditions set forth in this Agreement.

2. Acceptance by Superintendent.

The Superintendent hereby accepts said offer of employment and agrees to perform, to the best of her ability, the duties of such position.

3. Term of Employment.

(a) The Superintendent's term of employment shall be for a period of three years, six months, commencing on January 1, 2013 and terminating on June 30, 2016, unless further extended or sooner terminated as hereinafter provided.

(b) No later than May 1, 2015, and each May thereafter, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one (1) year period. At such time, a motion to extend the term of this Agreement for an additional one (1) year will be moved, seconded and voted upon by the Board.

(c) 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. 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. In the event that such extensions result in the term of the contract extending beyond January 1, 2017, to the extent necessary to comply with law, such extension shall be deemed to constitute a new contract for the period of three years ending on the termination date of the Agreement.

(d) The Superintendent will be released from her obligation to complete the term of employment provided by this Agreement by submission of a resignation to the school board at least ninety (90) days prior to leaving.

4. Superintendent's Duties and Responsibilities.

(a) The Superintendent shall be the chief administrative 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 the provisions of the Education Law or other statute of the State of New York; or by rule of the Board of Regents, or regulation of the Commissioner of Education.

(b) Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the specific authority, right and responsibility to:

(i) subject to Board approval, 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;

(ii) make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and support staff personnel.

(iii) supervise and direct associate, assistant 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

(iv) transfer teachers from one school to another, or from grade of a course of study to another grade in such course.

(c) The Board may, from time to time, prescribe additional duties and responsibilities for the Superintendent; provided, however, that

(i) the Board shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and

(ii) 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.

(d) With respect to their relationship to one another and the 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.

(e) The parties recognize the provisions of Education Law 1711.2.a., which provides that the Superintendent shall have the right to speak on all matters before the Board of Education. 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 or salary.

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

5. Board Referral.

The Board, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study and recommendation, any and all criticisms, complaints, suggestions, communication or comments regarding the administration of the District. Individual members of the Board who have concerns or who have received complaints with respect to the Superintendent's performance are encouraged to discuss such concerns with the Superintendent. Should the Board collectively have ongoing concerns regarding the Superintendent's performance of her duties, such concerns shall be promptly and discreetly referred to the Superintendent in writing.

6. Certification.

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

7. Compensation.

(a) The Superintendent's annual base salary for the period from January 1, 2013 through June 30, 2013 shall be One Hundred Fifty Seven Thousand Five Hundred Dollars (\$157,500) per year, pro-rated in accordance with the actual time worked.

The Superintendent's annual base salary for the period July 1, 2013 through June 30, 2015 shall be One Hundred Sixty One Thousand Dollars (\$161,000) for each of the two school years.

The Superintendent's annual base salary for the period July 1, 2015 through June 30, 2016 shall be One Hundred Sixty Three Thousand Dollars (\$163,000).

(b) The Superintendent's salary for each successive school year shall be determined by the Board no later than May 1; provided, however, that in no event shall the Superintendent's base salary for any twelve (12) month period of employment be less than the amount of base salary received during the preceding twelve (12) month period.

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

(d) Beginning in the 2013-14 school year, the Superintendent is eligible to receive an additional \$5,000 per year merit compensation (not to be added to the base salary) based on the results of her annual performance review with the board as outlined below under "Performance Evaluation". To receive this compensation, the Superintendent must achieve an average rating of 3.5 or higher on the performance review (based on the existing performance rating mechanism). The compensation will be paid in the following school year, if eligible, after the annual review meeting with the Board President.

8. Tax Sheltered Annuity.

During each year of this Agreement, and any extended term hereof, the Board will deduct such sum as the Superintendent shall direct in writing from the Superintendent's salary and apply the same to the purchase of a tax sheltered annuity of the Superintendent's choosing.

9. Performance Evaluation.

(a) For each year of the Superintendent's employment by the District, the Board shall devote at least a portion of one meeting, by no later than June 30th of each year, to a formal evaluation in executive session of her performance and her working relationship with the Board and a portion of a meeting, by no later than December 31st of each year, to a mid-term informal evaluation of her performance. The evaluation shall be based upon performance criteria mutually agreed upon by the parties. The Board shall reduce the formal evaluation to writing on a form mutually agreed upon by the parties. The Superintendent shall be provided with a copy of the written evaluation, signed by all members of the Board, at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation. The finalized evaluation shall be filed by the District Clerk in the Superintendent's personnel file.

(b) The performance evaluation prepared pursuant to paragraph "9(a)" shall be confidential, and shall be kept so by the Board and individual Board members.

(c) Each year the Board also shall devote at least a portion of one meeting prior to September 1, to the cooperative development of a list of District goals for the ensuing school year. A written memorandum summarizing that discussion of goal statement shall be provided to the Board by the Superintendent subsequent to such discussion.

10. Vacation Leave.

(a) The Superintendent shall be credited with ten (10) days of vacation leave from the commencement date of this contract to the end of the 2012-13 school year, and twenty (20) days of vacation each July thereafter for as long as she is employed by the District. Except as provided herein, the Superintendent may not carry over any vacation accumulation. However, she shall be permitted to carryover and use up to ten (10) unused vacation days into the following school year. In the event the Superintendent does not work the full school year, the twenty (20) days shall be pro-rated in accordance with the actual time worked.

(b) The Superintendent shall be entitled to accumulate up to a total of thirty (30) days of unused vacation leave in any one school year over the period of his/her employment with the District, inclusive of the twenty (20) days granted for that school year.

(c) The vacation entitlement will be subject to the rules governing other supervisory and administrative personnel, and will preferably be taken during the periods when school is not in session. The Superintendent shall notify the President of the Board of any vacation during which she expects to be away for a week or more.

(d) 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 $1/260^{\text{th}}$ of her then current annual salary for each day of unused accumulated vacation leave.

11. Sick Leave.

(a) The Superintendent shall be credited with eighteen (18) days of sick leave at the commencement of this contract and an additional eighteen (18) days each July 1 thereafter.

(b) The Superintendent shall be entitled to accumulate unused sick leave during the period of her employment with the District. Such accumulated sick leave shall be carried over and may be

used during any subsequent year of employment. Sick leave shall accumulate to a maximum of two hundred (200) days.

(c) The Superintendent shall also be entitled to five (5) sickness in the family days, non-accumulative.

12. Personal Leave.

The Superintendent shall be entitled to utilize up to three (3) days of paid leave for personal business during each year of this Agreement or any extended term hereof. Unused personal leave days shall be added to the Superintendent's accumulated sick leave.

13. Bereavement Leave.

The Board may, in its discretion, grant to the Superintendent up to five (5) school days in the event of a death in the Superintendent's immediate family. *i.e.*, spouse, child, parent, sibling, current in-laws or a household member residing with the employee.

14. Holidays.

The Superintendent shall be provided sixteen and a half (16.5) paid holidays per year.

15. Insurance.

(a) The Superintendent shall be entitled, in any year of this Agreement or extended term hereof, to elect individual or family health and/or dental/optical coverage as provided under the District's standard plan for instructional employees. The District will pay 80% of the cost of the premiums for such coverage.

(b) Should the Superintendent complete at least five (5) years of employment with the District and subsequently enter into full-time retirement from service in the field of education, *i.e.*, she leaves employment in public school education in the State of New York and draws benefits from the New York State Retirement System (TRS), she shall be permitted to continue enrollment in the District health, and optical insurance plans with the District. Retirement after five years results in

seventy percent (70%) contribution by retiring Superintendent, six years fifty-five percent (55%), seven years forty percent (40%), and after eight years twenty percent (20%). Upon the Superintendent attaining the age for Medicare, on a quarterly basis the District shall reimburse the Superintendent enrolled in Medicare Part B at the level of the premium cost paid by the District.

(c) During the term of this Agreement, the District shall pay the premiums for a term life insurance policy with a face value of Two Hundred Thousand Dollars (\$200,000).

16. Expense Reimbursement.

The Superintendent is authorized to incur reasonable expenses in the discharge of her duties, including, but not limited to, expenses for travel and lodging and registration for education conferences. The District will pay the Superintendent's annual NYSCOSS, AASA and a local Superintendent's organizations dues. The District shall provide the Superintendent with a \$75 per month stipend for a cell phone, owned by the Superintendent. Any appropriate school officers and staff shall be provided such telephone number and the Superintendent shall be accessible for necessary communications through such cell phone. Attendance at and reimbursement for out-of-state meetings requires prior Board approval and appropriate funds having been budgeted.

In addition, the District shall pay the reasonable and necessary costs for the Superintendent to participate in the New York State Council of School Superintendent's *New Superintendent Academy*.

17. Transportation.

The Superintendent shall be reimbursed for all business related mileage and related expenses at the IRS business deduction rate if there is no school vehicle available for her use.

18. Indemnification.

(a) 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 against the

Superintendent for any act committed while the Superintendent is acting within the scope of her employment or under the direction of the Board.

(b) As a condition of receiving such indemnification, the Superintendent shall, within ten (10) days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Board.

19. Other Work.

The Superintendent shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement; provided, however, that she may, with the prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Superintendent's duties and responsibilities as specified herein, or by utilizing a vacation day for such activities.

20. Residence.

Residence within the geographical boundaries of the District is preferred, but not required. The District agrees to reimburse the Superintendent, upon appropriate expense documentation being provided, for moving and relocation expenses incurred in establishing her residence in the Capital Region. The Superintendent agrees to provide at least two (2) written estimates of expenses by established moving companies in advance to the District. Moving expenses shall include the cost of packaging, moving and storage of her household and related goods. The maximum amount of reimbursement shall be Five Thousand Dollars (\$5,000) and the Superintendent agrees that she shall be responsible for any expenses in excess of this amount.

21. Annual Medical Examination.

The Superintendent agrees to have a comprehensive medical examination performed once annually. The Superintendent is to file a statement from the examining physician certifying to her

physical competency with the Clerk of the Board. Such statement will be treated as confidential information by the Board and the cost of such annual medical examinations shall be paid by the health insurance carrier and, to the extent not covered by the District's health insurance, by the District.

22. Termination.

This Agreement may be terminated and the Superintendent may be removed during the term hereof upon the happening of any of the following events:

(a) The Superintendent shall be unable, by reason of sickness or other disability as certified by the school physician, to discharge the duties and responsibilities specified in this Agreement for a period of three (3) consecutive months beyond exhaustion of the Superintendent's accumulative sick leave entitlement.

(b) The Superintendent is determined to be guilty of insubordination, immoral character, inefficiency, incompetency or neglect of duty sufficient to justify dismissal in accordance with the hearing procedures set forth in paragraph "23" hereof.

(c) The resignation of the Superintendent in accordance with section 3(d) of this Agreement.

23. Hearing Procedures.

(a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing setting forth in detail the allegations. The Superintendent shall submit a written answer to such charges within twenty (20) days and if she denies the charges, she shall be entitled to a fair hearing on said charges before an independent hearing officer who shall be an attorney. The parties shall first try to agree upon the independent hearing officer (who shall be an attorney), and if they are unable to do so within seven (7) days after the submission of the Superintendent's answer, the parties will contact the American Arbitration Association to obtain a list of labor arbitrators to serve as the independent hearing officer. Any American Arbitration Association

expenses shall be borne by the District. Only the lawyers on such list will be considered and the parties will alternately strike the remaining names on such list until there is but one name remaining. The parties shall jointly request that the hearings be conducted expeditiously.

(b) The Superintendent may be suspended, with full pay and benefits, from the performance of her duties during the pendency of such hearing and shall be entitled to due process protection at such hearing, including, but not limited to the right to be represented by counsel (at her own expense); 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 a transcript of the hearing; to receive written findings of fact and conclusions of law from the hearing officer. The hearing shall be a private hearing. The recommendation of the hearing officer shall be promptly submitted to the Board of Education for its final determination. The decision of the Board of Education may be appealed to the Commissioner of Education or through the courts by a CPLR Article 78 proceeding.

24. Written Agreement.

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

25. Severability

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

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
SCHALMONT CENTRAL SCHOOL DISTRICT**

Sandra Beloncik
Sandra Beloncik, President

Carol A. Pallas
Carol Pallas, Superintendent of Schools