

**EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE MECHANICVILLE CITY SCHOOL DISTRICT  
AND  
KEVIN KOLAKOWSKI  
as Superintendent of Schools**

---

AGREEMENT made this 5<sup>th</sup> day of May 2022 by and between THE BOARD OF EDUCATION OF THE MECHANICVILLE CITY SCHOOL DISTRICT, Mechanicville, New York (hereinafter, the "Board") and KEVIN KOLAKOWSKI, (hereinafter, the "Superintendent" or "Mr. Kolakowski").

**WHEREAS**, the Board of Education of the District (hereinafter "the Board") conducted an internal search for a new superintendent of schools; and,

**WHEREAS**, Interim Superintendent Kevin Kolakowski expressed interest in the serving as the Superintendent of Schools of the Mechanicville City School District ("District"); and,

**WHEREAS**, Mr. Kolakowski has served the District successfully for more than a decade including as High School Principal, Associate Superintendent and most recently as Interim Superintendent; and,

**WHEREAS**, the Board believes Mr. Kolakowski would be an excellent choice and selection to serve as the District's next Superintendent of Schools; and,

**WHEREAS**, the Board and Mr. Kolakowski desire to enter a new employment Agreement to set forth terms and conditions of employment for the Superintendent of Schools; and,

**WHEREAS**, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the District; and,

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
TERM OF EMPLOYMENT AND WORK YEAR**

1. The Superintendent term of employment shall be from **July 1, 2022, through June 30, 2027.**
2. The Superintendent's work year shall be 12 months, from July 1 to June 30.

**ARTICLE II**  
**DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT AND BOARD**

1. The Superintendent shall have charge of the schools of the District under the direction of the Board; he shall be the chief administrative officer of the District and shall perform all the duties and possess all the powers and authority now or hereafter imposed upon or granted to a superintendent of schools under the provisions of the Education Law or other applicable statutes, laws, rules and/or regulations and those duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules and regulations.
2. During the term of this agreement, the Superintendent shall faithfully, diligently and in accordance with accepted professional standards perform and discharge the duties and responsibilities of Superintendent of Schools of the District as the same are set forth in the Education Law and other applicable statutes, laws, rules and/or regulations and the duties and/or responsibilities established by the Board pursuant to such statutes, laws, rules, and/or regulations.
3. Without limiting the foregoing, the Superintendent shall have the specific authority, right and responsibility to:
  - a. in consultation with the Board, organize and reorganize the faculty and staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District;
  - b. make recommendations to the Board of Education as a prerequisite to either the appointment or the termination of employment of both instructional and non-instructional personnel;
  - c. supervise, direct and evaluate 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;
  - d. in consultation with the Board, transfer teachers and administrators from one school to another, or from one grade of a course of study to another grade in such course, subject to the terms of any relevant collective bargaining agreements;
  - e. with respect to their relationships 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 applicable rules and regulations of the Board of Regents and the Commissioner of Education of the State of New York.
4. The Board may, from time to time, prescribe additional or different duties and responsibilities for the Superintendent, provided, however that the Board shall not, without the Superintendent's written consent, adopt a policy, by-law or regulation which impairs or reduces the duties and authority specified above; and, provided further, that all additional duties and responsibilities prescribed by the Board are consistent with those normally associated with the position of Superintendent of Schools in the State of New

York. This provision shall continue in full force and effect during any period of suspension.

5. 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 such certification will be furnished to the District 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 of the employment of the Superintendent.
6. 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.
7. The Board, individually and collectively, shall promptly and discretely refer to the Superintendent, in writing, for his study and recommendation, any and all criticisms, complaints, suggestions, communications or comments regarding the administration of the District or the Superintendent's performance of his duties.
8. Consistent with and pursuant to Education Law section 211-b(5)(a), the Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the commissioner.

### **ARTICLE III COMPENSATION**

1. The Superintendent shall be paid, as salary, the following for each year of the contract:
  - a. 2022-2023 is \$175,000
  - b. 2023-2024 is \$180,250
  - c. 2024-2025 is \$185,658
  - d. 2025-2026 is \$189,371
  - e. 2026-2027 is \$193,159
2. The Superintendent's compensation for each subsequent twelve-month period of employment shall be based upon the Board's satisfactory evaluation of the Superintendent's performance during the prior school year. 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.
3. All compensation, less deductions required by law or authorized by the Superintendent, shall be paid in equal installments in the same manner as salary is paid to other certified employees of the District or as may be mutually agreed to by the parties.

**ARTICLE IV**  
**ANNUAL GOALS, OBJECTIVES AND EVALUATION**

1. Within a reasonable time after the commencement of his employment and, thereafter, on or before September 10 of each subsequent school year of this Agreement, the Superintendent shall provide to the Board a written statement of the annual goals and objectives which the Superintendent intends to concentrate on during the upcoming school year. The Board shall review said goals and objectives and if the Board concurs with the Superintendent's written statement of goals and objectives, the Board's concurrence will be noted on said written statement via execution by the Board President. If the Board does not agree with the Superintendent's written statement of goals and objectives, it shall meet with the Superintendent to form mutually acceptable goals and objectives. If the Superintendent fails to provide such goals and objectives to the Board in accordance herewith, then the Board may determine such goals and objectives and shall provide same to the Superintendent by November 1.
2. The Board will conduct a mid-year assessment of the Superintendent's progress towards achieving the goals and objectives on or before the 1st day of February. The Superintendent will be notified, in writing, of any changes or modifications which the Board would like and the Superintendent shall concentrate on those areas.
3. The Board shall conduct an annual evaluation of the performance of the Superintendent during each year of this Agreement and shall provide the Superintendent with a written evaluation to be discussed in an executive session of the Board, no later than June 1 of each school year. The Board shall base its evaluation upon the Superintendent's performance and progress towards the goals and objectives established by the Superintendent and the Board as set forth above, as well as on the general performance of the Superintendent in carrying out his required duties and responsibilities. The form of the written evaluation shall be mutually agreed upon between the parties. The Superintendent shall be provided with a copy of the written evaluation at least ten (10) days prior to the executive session of the Board scheduled to discuss such evaluation.
4. The Board may use the mid-year assessment and the end of the year evaluation to inform the Superintendent of any concerns it may have or any concerns it has received from others. The Board should inform the Superintendent of any complaints or concerns on an on-going basis as they occur.
5. Any assessment or performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so by the Board and individual Board members.

**ARTICLE V  
BENEFITS**

**A. Sick Leave:**

1. The Superintendent was credited with 50 days of sick leave upon the commencement of his employment with the District in recognition of his prior service in the District.
2. In each year of this Agreement, the Superintendent shall receive eighteen (18) days of paid sick leave. Such days shall be credited each July 1. Sick leave may be used for personal illness. Up to five (5) of these eighteen (18) days may be used for illness or injury to a member of the Superintendent's immediate family. "Immediate family" shall be defined as spouse, children, parents, or siblings of the Superintendent.
3. All absences of the Superintendent known in advance shall be coordinated with the Board President. All absences will be accounted for by adding the dates and type of leave, i.e., vacation, personal, or sick, to the Board President and the Clerk of the Board's electronic calendar.
4. Unused sick leave days may be accumulated by the Superintendent from year to year, not to exceed 125 days. The originally credited fifty (50) days shall count toward this accumulation.
5. Sick leave shall have no cash value.

**B. Bereavement Leave:**

The Superintendent shall be entitled to (5) consecutive calendar days of paid leave due to a death in his immediate family. "Immediate family" is defined as spouse, child, parent, grandparent, parent in-law or sibling of the Superintendent. Such days shall not accumulate if unused.

**C. Personal Leave:**

1. The Superintendent shall be credited with five (5) days of personal leave each year for the purpose of conducting business which cannot be conducted at any other time.
2. Any unused personal leave will be added to the Superintendent's accumulated sick leave, up to a maximum of 125 days.

**D. Vacation Leave:**

1. The Superintendent shall be entitled to vacation with pay for twenty five (25) days during each year of this Agreement credited at the beginning of each year. Such vacation leave must be taken in the year earned and may not be accumulated during the term of this Agreement. In addition, up to five (5) unused vacation days may be cashed in at the end

of each year, at the Superintendent's then current base per diem rate. The Superintendent's per diem rate shall be calculated at 1/260th of his then annual salary.

2. Vacation days shall be taken by the Superintendent in a manner and a time consistent with the needs of the District and upon consultation with the President of the Board. Legal holidays shall not constitute vacation days.

E. Conferences and Other Expenses:

The Superintendent may attend two (2) professional conferences at the local, state and/or national levels, the expense of such attendance to be incurred by the District. Prior approval by the Board is required for expenses to be covered for conferences. Attendance at any such conferences will not be charged against any leave allocation provided herein. Any conferences in excess of two (2), must have the prior written consent of the Board President or Vice President.

F. Holidays:

Provided that school is not in session, the Superintendent shall be entitled to paid holiday leave on the following days:

Independence Day (July 4th)	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	President's Day
Veterans Day	Memorial Day
Thanksgiving Day and the day after	Juneteenth
Christmas Eve Day	Good Friday
Christmas Day	
Day after Christmas	

G. Insurance:

1. Health Insurance - The Superintendent shall be entitled to coverage under the District's health insurance plan, with prescription drug and optical coverage, for the Superintendent and his dependents. The District and Superintendent shall pay the following percentages of such coverage in each of the corresponding school years:
  - a. 2022-2023: 90% District paid, 10% Superintendent paid
  - b. 2023-2024: 85% District paid, 15% Superintendent paid
  - c. 2024-025 and thereafter: 80% District paid, 20% Superintendent paid.
2. Health Insurance Buyout - In lieu of taking District sponsored health insurance and upon submission of alternate health insurance coverage, the Superintendent shall be eligible for an annual buyout of Fifteen Thousand Dollars (\$15,000), prorated for any partial year.

Such buyout shall be paid as a reimbursement towards the Superintendent's existing life insurance policy.

3. Dental Insurance - The District will provide the CSEA sunrise dental or Delta Dental Plan and will pay 80% of the coverage and 80% of the cost of dependent coverage.
4. Disability Insurance – The District shall provide and pay for 100% of the cost of a disability insurance policy for the Superintendent.
5. Health Coverage In Retirement: Upon retirement from the District in accordance with the rules of the NYS Teachers Retirement System, with a minimum of six (6) years' service as Superintendent of the District, the Superintendent shall be permitted to participate in an individual health insurance plan provided by the District for the remainder of his life. With six (6) years' service as Superintendent, the Board will pay 40% of the cost of an insurance plan and the Superintendent shall pay 60% of the premium cost. With eight (8) years of service as Superintendent, the Board will pay 60% of the cost of a health insurance plan and the Superintendent shall pay 40% of the premium cost. With ten (10) or more years' as Superintendent, the Board will pay 80% of the cost of a health insurance plan and the Superintendent shall pay 20% of the premium cost. Upon reaching Medicare eligibility, the Superintendent shall enroll in a Medicare Advantage Plan, at the same contribution levels as set forth above. The District shall not reimburse for Medicare costs when Medicare becomes primary insurance. This paragraph shall survive the term and be enforceable after the termination of this agreement, provided he remains retired.

#### H. Physical Exams:

The Superintendent agrees to have a comprehensive medical examination performed once during each twelve-month period of his employment by a duly licensed physician of his choice and to file a statement from the examining physician certifying his physical competency to perform his duties with the Clerk of the Board. Such statement will be treated as confidential information and shall not be discussed or released by any member of the Board of Education. Any cost for such annual medical examination not covered by the District sponsored health insurance plan shall be paid by the Board.

#### I. Mileage Reimbursement:

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. The Superintendent shall submit a voucher for reimbursement of travel expenses with a copy to the Board President.

#### J. Association Dues:

The District shall pay 100% of the Superintendent's annual membership fee in two (2) professional associations, with Board approval.

K. Other Expenses:

The District shall provide the Superintendent with a laptop for his use. The laptop 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. Incidental personal use is allowed, provided it does not result in extra costs to the District.

**ARTICLE VI  
AGREEMENT RENEWALS**

1. The Board and the Superintendent shall meet, no later than February 1st, of the last year of contract to discuss the extension of the employment of the Superintendent.
2. Any extension of the term of the Superintendent's employment shall be confirmed by 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.
3. In the event that the Board notifies the Superintendent of its intention to extend his appointment as Superintendent of Schools, then within ninety (90) days of such notice, the Superintendent shall advise the Board in writing as to whether he intends to accept the extended appointment.

**ARTICLE VII  
AGREEMENT TERMINATION**

1. This Agreement may be terminated at any time, without cause, by mutual agreement, in writing, between the Superintendent and the Board.
2. The Superintendent may terminate this Agreement by providing the Board with ninety (90) days written notice.
3. The Superintendent's employment may not be terminated at any time during the term of this Agreement except for just cause. In the event that the Board seeks the dismissal of the Superintendent for cause it shall comply with the following:
  - a. The Board shall determine, in executive session, whether to prefer charges and shall give written notice of the charges to the Superintendent with sufficient time to allow him to prepare a defense.
  - b. Within ten (10) days of service of the charges, the Superintendent may give to the Board a written demand for advisory arbitration. Failure to demand such arbitration within such time shall be deemed a waiver of the right to any hearing and the Board shall determine the case as it deems appropriate.

- c. The advisory arbitration, if requested, shall be held pursuant to the voluntary labor arbitration rules of the American Arbitration Association, except as modified herein. Upon receipt of the demand for advisory arbitration, the Board shall initiate the arbitration process by filing a copy of the demand for advisory arbitration and of the termination provisions of this contract with the American Arbitration Association. The arbitrator shall be chosen pursuant to the rules of the American Arbitration Association. The arbitrator shall be an attorney admitted to practice in New York State. The Board shall bear the burden of proof, but strict rules of evidence shall not apply. All testimony shall be given under oath and subject to cross-examination. Both parties may be represented by counsel of their own choosing and at their own expense. A stenographic transcript shall be made, and copies furnished to both parties, if requested, at the expense of the District. The hearing shall be conducted in executive session. The expense of the hearing shall be borne by the Board other than for fees and disbursements of the Superintendent's counsel.
- d. The arbitrator shall report his or her written advisory decision and opinion to the Board and the Superintendent as promptly as possible and in accordance with the American Arbitration Association rules.
- e. Within thirty (30) days of receipt of the arbitrator's decision, the Board shall decide the case as it deems proper upon the entire record. The decision of the Board shall be final and binding except that the Superintendent may appeal the Board's decision to the Commissioner of Education or seek judicial review in accordance with Article 78 of the Civil Practice Law and Rules. The appeal or judicial review shall be commenced no later than thirty (30) days after the effective date of the Board's decision.
- f. The Board may suspend the Superintendent, with pay, pending investigation and final determination by the Board of the charges. Superintendent is indicted by criminal authorities with a felony level offense, the Board may suspend the Superintendent without pay until such time as the charges are disposed of in accordance with this Article. To the extent possible, the District may conduct its own investigation of the situation giving rise to the felony arrest to determine whether there is any basis to the charge(s) or whether the charge(s) may be the result of the Superintendent performing his usual duties (e.g. a student who was subject to discipline by the Superintendent making a baseless claim against him in retaliation). If the Superintendent is found not guilty of all such charges, the District shall reimburse the Superintendent for his back pay withheld during his suspension.

## **ARTICLE VIII DISABILITY**

- 1. The Board may, in its discretion, by majority vote, terminate this Employment Agreement where:
  - a. Illness, injury, or other medical disability substantially impairs the performance of the Superintendent; and

- b. Such disability substantially impairs the performance of the Superintendent's duties for more than six months from the date of its onset; and
  - c. Clear notice is given to the Superintendent of the Board's intention to terminate; and
  - d. Opportunity is given to the Superintendent, or his representative, to be heard by the Board prior to any vote of the Board pursuant to the provisions of this Article in order to refute the existence of any such disability.
2. Notwithstanding the foregoing the Board reserves the right, during the Superintendent's term, in the event of his absence, illness, injury or other disability of whatever duration, 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 sustained by the Superintendent of any duration, and for the purpose of determining whether to appoint an Acting Superintendent while the Superintendent's term continues and/or to terminate such term under the conditions previously described, the Board of Education, at its request, shall be entitled to have the Superintendent examined by physician(s) of the Board's choosing designated for the purpose, at such reasonable time or times as the Board shall request.

#### **ARTICLE IX 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 by while the Superintendent is acting within his employment or at the direction of the Board.

#### **ARTICLE X MISCELLANEOUS**

1. The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
2. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
3. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.
4. The original of this Agreement shall be filed with the Clerk of the Board of Education.

5. This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Superintendent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

Dated: May 5, 2022

Dated: May 5 2022

By: Marlene Tierney  
Marlene Tierney  
President Board of Education

By: Kevin Kolakowski  
Kevin Kolakowski  
Superintendent