

On a motion made by Mr. Liebrand, seconded by Mr. Duffy and carried, the terms and conditions of employment were approved as follows:

APPROVE TERMS
AND CONDITIONS OF
EMPLOYMENT:

a) Assistant Superintendents

ASSISTANT
SUPERINTENDENTS &
CONFIDENTIAL /
MANAGERIAL STAFF

Be it Resolved, that the Board of Education hereby approves the Terms and Conditions of Employment for Assistant Superintendents of the Hyde Park Central School District for the 2010-2011 school year dated March 2010 as provided to the board, and placed on file with the district clerk.

b) Confidential / Managerial Staff

Be it Resolved, that the Board of Education hereby approves the Terms and Conditions of Employment for Confidential / Managerial staff members in the Hyde Park Central School District for the 2010-2011 school year as revised and dated March 2010, provided to the board and placed on file with the district clerk.

Ayes: 5 **MOTION CARRIED**

Through board discussion, the following designations were unanimously approved:

DESIGNATE BOARD
MEMBERS TO SERVE
ON COMMITTEES

On a motion made by Mr. Liebrand, seconded by Mr. Duffy and carried, **Mr. Duffy and Mr. Hieter** were designated to serve on the district **audit sub-committee** for the 2010/2011 school year.

DESIGNATION OF
BOARD MEMBERS TO
SERVE ON AUDIT
COMMITTEE

Ayes: 5 **MOTION CARRIED**

On a motion made by Mr. Liebrand, seconded by Mr. Duffy and carried, **Mr. Hieter, Mr. Liebrand and Mr. Mittermaier** were designated to serve on the district **academic committee** for the 2010/2011 school year.

DESIGNATION OF
BOARD MEMBERS TO
SERVE ON ACADEMIC
COMMITTEE

Ayes: 5 **MOTION CARRIED**

On a motion made by Mr. Liebrand, seconded by Mr. Duffy and carried, **Mr. Hieter and Mr. Liebrand** were designated to serve on the district **policy review sub-committee** for the 2010/2011 school year.

DESIGNATION OF
BOARD MEMBERS TO
SERVE ON POLICY
REVIEW COMMITTEE

Ayes: 5 **MOTION CARRIED**

On a motion made by Mr. Liebrand, seconded by Mr. Seagren and carried, the board discontinued the **district community forum sub-committee**.

DISCONTINUE
DISTRICT
COMMUNITY FORUM
SUB-COMMITTEE

Ayes: 5 **MOTION CARRIED**

TERMS and CONDITIONS OF EMPLOYMENT
Assistant Superintendent
Hyde Park Central School District
March 2010

1) PERFORMANCE EVALUATION

- a) A formal performance evaluation process for the assistant superintendent shall be implemented, with tasks and performance standards identified annually. The process will allow for joint identification of the performance plan by the superintendent and assistant superintendent.
- b) An evaluation of the assistant superintendent by the superintendent shall be completed at least once annually, prior to the award of merit increases.

The superintendent may evaluate the assistant superintendent as often as deemed appropriate and necessary.

2) COMPENSATION

- a) The assistant superintendent shall be eligible for merit increases based on performance and evaluation.
- b) In no case shall the compensation be less than the prior year.
- c) A one-time salary adjustment of \$2,000 shall be paid if the assistant superintendent earns a doctoral degree in a work related field while employed by the district, as determined by the superintendent.
- d) Merit increases may be granted to the assistant superintendent no later than June 30 of each year, based upon the successful completion of goals, as determined jointly between the superintendent and assistant superintendent, and as articulated within the performance evaluation process. Any such increases will take effect July 1 of the new fiscal year.

3) LEAVES

a) Sick Leave

- i) Sick leave shall be granted for personal illness, illness in the immediate family, personal injury or physical disability at the rate of twenty-five (25) days per year.
- ii) Sick leave days may be accumulated to a total of one hundred ninety (190) working days.

- iii) Upon retirement of the assistant superintendent, one day's pay (based upon 1/260th of the base salary earned in the final year of service) for every two (2) days of unused sick leave shall be paid, up to a maximum of \$6,000.
- iv) The superintendent may grant an additional thirty (30) days of sick leave over and above the annual sick leave allowance and any accumulated days for an extended absence due to personal sickness, personal injury or physical disability.

b) Critical Illness or Death Leave

The assistant superintendent shall be allowed paid leave for death or critical illness (i.e., serious, uncertain as to outcome) as follows:

- i) Leave for critical illness or death in the assistant superintendent's immediate family shall not exceed five (5) days per year without superintendent's authorization;
- ii) Leave for critical illness or death in the immediate family of the employee's spouse shall not exceed five (5) days per year without the approval of the superintendent.
- iii) Immediate family shall be defined as father, mother, child, parent surrogate, grandparent, grandchild, spouse/partner, sister, brother, or member of the immediate household.

c) Child Care

- i) The assistant superintendent may apply for childcare leave without pay. Such leave may be granted for a maximum period of up to two (2) years while employed in the Hyde Park Central School District. This provision shall not be read to impair the assistant superintendent's rights, if any, under FMLA.
- ii) For an assistant superintendent on probationary appointment status who is granted unpaid child care leave, the time that the assistant superintendent is on child care leave shall not be counted toward the period of probation. The assistant superintendent shall return to a position within the same tenure area upon return from the leave.

d) Adoptive Leave

- i) An assistant superintendent adopting a child may receive similar child care leave without pay if requested within thirty (30) days after the assignment of the child.

e) Vacation Leave

- i) The assistant superintendent shall be allowed twenty (20) paid vacation days in the first year of employment. On July 1 of the second full year of employment, twenty-five (25) vacation days will be granted annually.
- ii) A minimum of ten (10) days shall be taken annually or forfeited.
- iii) A maximum of ten (1) unused vacation days may be bought back by the district 1:1, at 1/260 of the assistant superintendent's current annual salary.
- iv) A maximum of fifty (50) days may be accumulated. In the event the employee leaves the district, the value of any vacation days not taken, up to a maximum of fifty (50) days, shall be paid at 1/260th of employee's salary upon separation.

f) Discretionary Days

- i) The assistant superintendent shall be granted seven (7) discretionary days per year. Any unused discretionary days may be converted to sick days on July 1 of each year. All sick, vacation and discretionary leave shall be pro-rated according to date of hire in the first year.

4) INSURANCES AND BENEFITS

- a) Effective July 1, 2007, the district shall contribute 85% of the cost of individual coverage and 85% toward the cost of family coverage in the district's health insurance plan or health maintenance organization. Effective July 1, 2007, the district shall contribute 85% as per above.
- b) The district shall contribute funds to provide for participation by the assistant superintendent in the district Welfare Fund in the amount of \$650. If not available, the district shall provide comparable alternative dental insurance and vision care coverage.
- c) The district shall provide a \$200,000 term life insurance and \$100,000 accidental death/dismemberment insurance policy.
- d) In the event of the assistant superintendent's death, any unused vacation leave and other accrued benefits shall be payable to the estate of the deceased as earned salary, said unused leave converted to its cash equivalent.

- e) Effective July 1, 2007 and upon completion of one full year of service with the district as assistant superintendent, the district would match 50% of the assistant superintendent's contribution, with the overall district contribution not to exceed 2% of salary, toward the 403b plan of the assistant superintendent's choosing.
- f) Upon retirement under the provisions of the NYS Teacher's Retirement System, with at least five (5) years of continuous service with the Hyde Park Central School District immediately preceding retirement, the assistant superintendent shall be authorized and allowed to carry into retirement the health insurance coverage previously provided by the district at the same % of employee contribution made by the assistant superintendent in her/his final year of employment with the district.

5) PROFESSIONAL DEVELOPMENT

- a) Professional development opportunities shall be made available to the assistant superintendent within reasonable financial limits and upon pre-approval by the superintendent.

b) Course Work

An assistant superintendent regularly employed by the district who has completed requirements for New York State permanent certification for administrative and supervisory service and who is taking additional course work, shall be granted tuition reimbursement up to 75% of the tuition per semester hour, provided the course or program is approved in advance by the superintendent. Such approval shall be contingent upon the appropriateness and benefit of the course/program to the district. Additionally, approval and reimbursement of such course/program shall impose a two-year requirement of the assistant superintendent to remain in the district's employ following completion, unless severance is mutually agreed upon.

6) Provisions of Terms & Conditions of Employment

- a) The provisions of this document shall take effect July 1, 2008. These terms and conditions of employment shall remain in effect unless modified by a subsequent board resolution.