

**TERMS AND CONDITIONS OF EMPLOYMENT**  
**Assistant Superintendent for Pupil Services**  
**Hyde Park Central School District**  
**2022-2023**

**1) PERFORMANCE EVALUATION**

- a) A formal performance evaluation process for the Assistant Superintendent for Pupil Services 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 for Pupil Services.
- b) An evaluation of the Assistant Superintendent for Pupil Services by the Superintendent shall be completed at least once annually, prior to the award of merit increases.
- c) The Superintendent may evaluate the Assistant Superintendent for Pupil Services as often as deemed appropriate and necessary.

**2) COMPENSATION**

- a) The Assistant Superintendent for Pupil Services 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 for Pupil Services 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 for Pupil Services no later than June 30 of each year, based upon the successful completion of goals, as determined jointly between the Superintendent and Assistant Superintendent for Pupil Services, 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 twenty-five (25) days per year (to be prorated, as appropriate). Sick leave shall be used for personal sickness, personal injury, physical disability or illness in the immediate family.
- ii) Sick leave may be accumulated to a total of one hundred ninety (190) days.
- iii) Upon retirement, one (1) day's pay (based upon 1/240th of Assistant Superintendent for Pupil Services salary upon retirement) 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

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

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

**c) Child Care**

- i) The Assistant Superintendent for Pupil Services may apply for unpaid child care leave. Such leave may be granted for a maximum period of up to two (2) years while employed in the Hyde Park Central School District.
- ii) This provision shall not be read to impair the Assistant Superintendent for Pupil Services rights, if any, under FMLA.
- iii) For a Assistant Superintendent for Pupil Services on probationary appointment status who is granted unpaid child care leave, the time that the Assistant Superintendent for Pupil Services is on unpaid child care leave shall not be counted toward the period of probation. The Assistant Superintendent for Pupil Services shall return to the same position upon return from the leave.

**d) Adoptive Leave**

- i) The Assistant Superintendent for Pupil Services adopting a child may receive similar unpaid child care leave if requested within thirty (30) days after the assignment of the child.

**e) Vacation Leave**

- i) The Assistant Superintendent for Pupil Services shall be granted twenty-five (25) paid vacation days in the first year of employment (to be prorated, as appropriate). As of July 1 of the second year of employment, twenty-five (25)

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vacation days will be granted annually.

- ii) A minimum of ten (10) days shall be taken annually or forfeited.
- iii) A maximum of ten (10) unused vacation days may be bought back by the District 1:1, at 1/240 of the Assistant Superintendent for Pupil Services current annual salary.
- iv) A maximum of fifty (50) vacation days may be accumulated. In the event the Assistant Superintendent for Pupil Services leaves the District, the value of any vacation days not taken, up to a maximum of fifty (50) days, shall be paid at 1/240th of Assistant Superintendent for Pupil Services salary upon separation.

**f) Discretionary Days**

- i) The Assistant Superintendent for Pupil Services shall be granted seven (7) discretionary days per year (to be prorated, as appropriate). Any unused discretionary days will be converted to sick days on July 1 of each year.

**g) Holidays**

- i) The Assistant Superintendent for Pupil Services shall follow the approved District holiday schedule.

**4) INSURANCES AND BENEFITS**

- a) Effective October 19, 2020, 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.
- b) In the event the Assistant Superintendent for Pupil Services does not wish to participate in the District's health insurance plan due to the fact he/she has alternate coverage, he/she shall be eligible for a buyout payment of \$2,500, per annum (to be prorated, as appropriate). Written notice of opting out, including proof of alternate coverage, shall be given at time of appointment and each year on or before May 31st. Re-entry into the District's health insurance plan shall be allowed at any time, subject to the conditions of the plan, should alternate coverage be terminated. Upon re-entry or separation, the Assistant Superintendent for Pupil Services must refund the pro-rated amount of the buyout paid for the remaining months of the applicable year.
- c) The District shall contribute funds to provide for participation by the Assistant Superintendent for Pupil Services in the District Welfare Fund. If not available, the District shall provide comparable alternative dental insurance and vision care coverage.

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- d) The District shall provide a \$200,000 term life insurance and \$100,000 accidental death/dismemberment insurance policy.
- e) In the event of the Assistant Superintendent for Pupil Services 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.
- f) Every June 30, the District will match 50% of the Assistant Superintendent for Pupil Services contribution to a 403(b) plan with a participating service provider. The overall District contribution shall not exceed 2% of annual salary (to be prorated, as appropriate).
- g) 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 for Pupil Services shall be authorized and allowed to carry into retirement the health insurance coverage previously provided by the District at the same percent of employee contribution made by the Assistant Superintendent for Pupil Services in his/her final year of employment with the District.

**5) PROFESSIONAL DEVELOPMENT AND MEMBERSHIPS**

- a) Professional development opportunities shall be made available to the Assistant Superintendent for Pupil Services within reasonable financial limits and upon pre-approval by the Superintendent.
- b) The District will pay the Assistant Superintendent for Pupil Services annual dues for membership with applicable and appropriate professional organizations, as recommended by the Superintendent. Any dues or fees required by such membership shall be paid by the Board.

**6) INDEMNIFICATION**

- a) The Board shall provide the Assistant Superintendent for Pupil Services with the benefits conferred under NYS Public Officers Law §18. The Assistant Superintendent for Pupil Services shall forward any summons, complaint or other notice with which he/she is served to the District Clerk within five (5) days of receipt. Counsel shall be designated by the Board or its insurance carrier. This provision shall extend beyond the termination of the Terms and Conditions for causes of action covered under NYS Public Officers Law §18.

**7) DISCIPLINE AND DISCHARGE**

- a) Any disciplinary action or discharge shall be in accordance with NYS Education Law.

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**8) PROVISIONS OF TERMS AND CONDITIONS OF EMPLOYMENT**

- a) The provisions of this document shall take effect July 8, 2022. These terms and conditions of employment shall remain in effect unless modified by a subsequent Board resolution.