

**ADMINISTRATION
(Section 4000)**

NUMBER

2009 4000

Administration

Huntington Union Free School District

**ADMINISTRATION
(Section 4000)**

Number

ADMINISTRATION

- 1.1 School Administration.....4110
- 1.2 Administrative Personnel.....4120

ADMINISTRATIVE OPERATIONS

- 2.1 Administrative Organization and Operation4210
 - 2.1.1 Line Responsibility4211
 - 2.1.2 Organizational Chart.....4212
- 2.2 Abolishing an Administrative Position4220
- 2.3 Administrative Authority During Absence of Superintendent of Schools.....4230
- 2.4 Administrative Latitude in Absence of Board Policy4240
- 2.5 Use of Committees.....4250
- 2.6 Evaluation of the Superintendent and Other Administrative Staff.....4260

CENTRAL OFFICE AND BUILDING ADMINISTRATION

- 3.1 Superintendent of Schools4310
- 3.2 Superintendent-Board of Education Relations.....4320
- 3.3 Administrative Staff.....4330

COMPENSATION AND RELATED BENEFITS

- 4.1 Professional Development Opportunities4410

ADMINISTRATION
(Section 4000)

NUMBER

4.2 Compensation and Related Benefits4420

.1Non-Bargaining Unit Staff
Terms and Conditions of Employment4421

2001

4110

Administration

SUBJECT: SCHOOL ADMINISTRATION

The Board of Education shall provide an administrative staff sufficient to meet the needs of the District for instructional and supportive functions.

Adopted: 6/11/01

2001

4120

Administration

SUBJECT: ADMINISTRATIVE PERSONNEL

Administrative and supervisory personnel shall be considered to be those District employees officially designated by Board of Education action as responsible for the administrative and supervisory tasks required to carry out Board of Education policy, programs, decisions, and actions.

These employees shall meet all certification and/or Civil Service requirements as outlined in New York State Civil Service Law, and the Rules and Regulations promulgated by the Commissioner of Education of New York State. The administrative and supervisory staff must be eligible to meet these requirements at the time of employment.

8 New York Code of Rules and Regulations
(NYCRR) Section 80.4
Education Law Section 1709

Adopted: 6/11/01

SUBJECT: ADMINISTRATIVE ORGANIZATION AND OPERATION

The basic principles of Administrative Organization and Operation are:

- a) The working relationships shall involve two types of officers: line and staff. Line organization involves a direct flow of authority upward and downward from chief school officer to building principal. A line officer has power and authority over subordinates. Staff officers do not stand in the direct line of authority; they serve as coordinators or consultants.
- b) The Board of Education shall formulate and legislate educational policy.
- c) Administrative regulations shall be developed by the chief school officer in cooperation with affected or interested staff members or lay persons.
- d) The central office staff shall provide overall leadership and assistance in planning and research.
- e) A reasonable limit shall be placed upon the number of persons with whom an administrator shall be expected to work effectively.
- f) Areas of responsibility for each individual shall be clearly defined.
- g) There shall be full opportunity for complete freedom of communication between all levels in the school staff.

2001

4211

Administration

SUBJECT: LINE RESPONSIBILITY

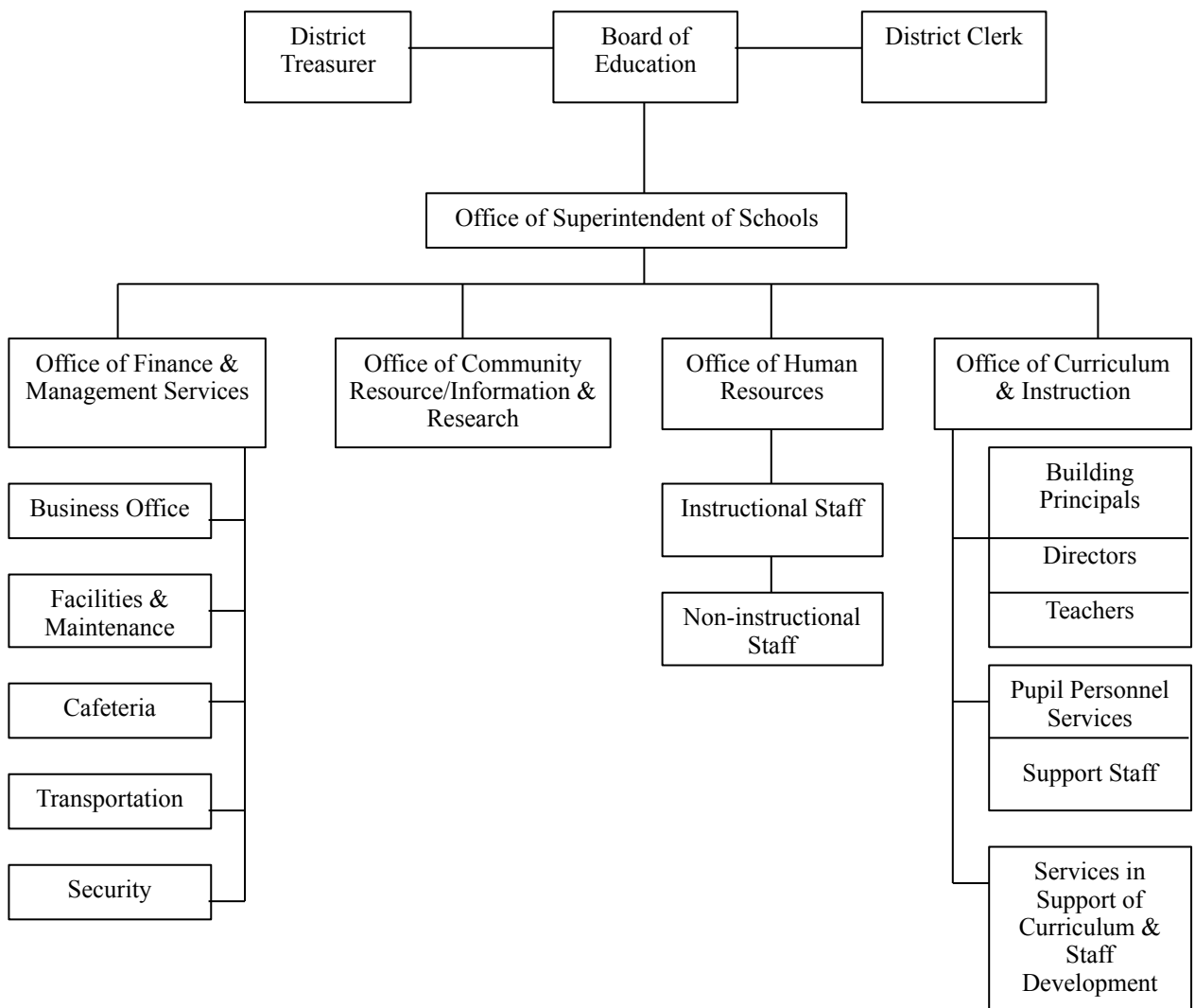
All employees of the District shall be under the general direction of the Superintendent. Teachers shall be immediately responsible to the principal of the building in which they work. Other employees shall be immediately responsible to the administrative personnel under whom they work directly.

The lines of responsibility/reporting shall be as depicted on the organizational chart.

Adopted: 6/11/01

SUBJECT: ORGANIZATIONAL CHART:

Huntington Union Free School District



Adopted: 6/11/01

2001

4220

Administration

SUBJECT: ABOLISHING AN ADMINISTRATIVE POSITION

Existing administrative positions shall not be abolished by the Board of Education without previous written notification of the impending abolition. Such written notification is to be served to the individual currently holding that position, and must be given thirty (30) days prior to the effective date of abolition.

Adopted: 6/11/01

2001

4230

Administration

**SUBJECT: ADMINISTRATIVE AUTHORITY DURING ABSENCE OF THE
SUPERINTENDENT OF SCHOOLS**

The Superintendent of Schools shall delegate to another administrator the authority and responsibility for making decisions and taking such actions as may be required during the absence of the Superintendent.

Adopted: 6/11/01

2001

4240

Administration

SUBJECT: ADMINISTRATIVE LATITUDE IN THE ABSENCE OF BOARD POLICY

From time to time problems and new questions arise for which no specific policy has been prepared. Members of the administrative staff shall act in a manner consistent with the existing policies of the School District and shall alert the Superintendent of Schools to the possible need for additional policy development.

Adopted: 6/11/01

2001

4250

Administration

SUBJECT: USE OF COMMITTEES

Standing and/or ad hoc committees may be appointed to study and to recommend courses of action in response to department, building or District needs. These committees may be appointed by the Board of Education, the Superintendent or other administrators, with the knowledge of the Superintendent, and in accordance with the range of responsibilities of the appointing body or administrator to whom the committee shall report. The composition of each committee shall reflect its purpose and each committee shall have a clear assignment.

Adopted: 6/11/01

Administration

SUBJECT: EVALUATION OF THE SUPERINTENDENT AND OTHER ADMINISTRATIVE STAFF**Superintendent**

Each year the Board, or a sub-committee of the Board, will meet to discuss a plan of performance review and accountability for that school year. The final plan adopted shall be the sole discretion of the Board. Such evaluation shall occur at least twice annually. The evaluation shall be conducted pursuant to the regulations of the Commissioner of Education and will be discussed only in an executive session. The only items to be discussed at those meetings are the performance of the Superintendent and the performance of the Board. The evaluation process is intended to provide the highest quality leadership for the school system. The formal procedures used to complete the evaluation are to be filed in the District Office, and to be made available for review by any individual, no later than August first of each year.

The formal performance procedures shall include written criteria, a description of the review procedures, provisions for post-conferencing, and methods used to record results of the evaluation. The Superintendent shall be granted the opportunity to respond to the evaluation in writing.

Evaluation of Administrative Staff

The Board shall direct the Superintendent to conduct an annual evaluation of all administrative personnel.

The purposes of this evaluation are:

- a) To determine the adequacy of administrative staffing;
- b) To improve administrative effectiveness;
- c) To encourage and promote self-evaluation by administrative personnel;
- d) To provide a basis for evaluative judgments by the Superintendent and the Board;
- e) To make decisions about continued employment with the District.

8 New York Code of Rules and Regulations
(NYCRR) Section 100.2(o)

Adopted: 6/11/01

SUBJECT: SUPERINTENDENT OF SCHOOLS

The Superintendent of Schools shall possess the following powers and be charged with the following duties:

Relationship With the Board

- a) As Chief Executive Officer of the School District, have the right to speak on all matters before the Board of Education or any committee of the Board, but not vote;
- b) Be responsible for implementing the policies of the Board;
- c) Prepare, in consultation with the Board President, an agenda for all meetings of the Board of Education;
- d) Attend all meetings of the Board except certain executive sessions when the Board asks to meet without any administrators present;
- e) Develop a harmonious and close working relationship with the Board. The Superintendent will discuss with the Board officers any differences among Board members that seem to be interfering with the work of the Board. The Board officers and Superintendents will seek to resolve the problems expeditiously. He/she shall treat all Board members impartially and alike, refraining from criticism of individual or group members of the Board. The Superintendent shall notify the Board if he/she perceives any serious difficulty with his/her ability to work with the Board;
- f) Serve as a resource person and advisor to the Board. He/she shall keep the Board informed in a timely manner on issues, needs, and the operation of the school system. He/she shall offer advice to the Board, based on thorough study and analysis, on items requiring Board action;
- g) Provide a continuous appraisal of all school policies originating with the Board. He/she shall advise the Board on the need for new and/or revised policies and suggest draft policies to satisfy those need;

Educational Direction and Leadership

- a) Develop administrative regulations and procedures for implementing Board policy. He/she shall ensure the enforcement of all provisions of law, rules and regulations, and Board policy relating to the management of the schools. He/she shall interpret for the staff all Board policies and applicable laws, rules and regulations;

(Continued)

SUBJECT: SUPERINTENDENT OF SCHOOLS (Cont'd.)

- b) Understand and keep informed on all aspects of the instructional program at all levels. He/she shall have responsibility for the supervision of instruction and shall bring to the School District, in a leadership capacity, the best in educational thought and practice. He/she shall, on a continuing basis, review and update the educational program of the District, and keep the Board informed of all changes in curriculum;
- c) Recommend to the Board for its adoption all courses of study, curriculum guides and textbooks to be used in the District;
- d) Develop and implement a positive, but effective, approach to student behavior and discipline;
- e) Develop and implement sound personnel practices, consistent with law, Board policy and employee bargaining unit contracts, including recruitment, hiring, assignment, transfer, supervision, evaluation, promotion and discipline of all personnel;
- f) Recruit qualified professional, civil service, and non-certified personnel;
- g) Nominate employees for appointment, promotion, or dismissal in accordance with the policies of the Board and the procedures outlined by law;
- h) Make recommendations to the Board regarding the granting of tenure to eligible employees with a full explanation for each recommendation;
- i) Temporarily suspend any employee for cause and promptly report such suspension to the Board;
- j) Reemploy all employees according to contract and/or law, and whose performance merits reemployment upon the adoption by the Board of the budget for the following year, unless Board action reduces the size of the workforce;
- k) Supervise and evaluate all staff members;
- l) Develop and maintain good staff morale;
- m) Be impartial, firm and fair in dealing with staff;
- n) Encourage in-service education and the professional growth of staff through all appropriate means;
- o) Advise the Board, in conjunction with the Board-appointed labor counsel, in all employee bargaining unit matters;

(Continued)

SUBJECT: SUPERINTENDENT OF SCHOOLS (Cont'd.)**Financial Management**

- a) Prepare and present to the Board a preliminary annual budget in accordance with a schedule established with the Board. He/she is responsible for ensuring that the budget, as adopted by the Board after the annual budget vote, is properly administered. He/she shall ensure that regular reports are made to the Board on the status of the budget;
- b) Establish efficient procedures to maximize income, safeguard investments and provide effective controls for all expenditures of school funds in accordance with the adopted budget. He/she shall ensure that all necessary bookkeeping and accounting records are maintained by the District.
- c) Supervise operations, maintenance, renovations and repairs to buildings and grounds, insisting on competent and efficient performance;
- d) Evaluate District facility, equipment and supply needs;

Management Functions

To coordinate and manage the District so that the school operates smoothly and efficiently by:

- a) Planning: determining needs, establishing goals and priorities, planning for the short and long range;
- b) Organizing: assigning duties and establishing lines of authority and communications;
- c) Controlling: ensuring that progress is being made toward goals and priorities, disciplining, making necessary staffing allocations, and evaluating staff;
- d) Decision making: collecting and analyzing data, choosing appropriately from a variety of available options and decision making techniques;
- e) Problem solving: exhibiting sensitivity to problems, anticipating problems and taking effective preventive actions, using successful problem solving techniques;
- f) Communicating: giving and receiving information effectively both orally and in writing, and facilitating the exchange of information, views and opinions;

(Continued)

Administration

SUBJECT: SUPERINTENDENT OF SCHOOLS (Cont'd.)

Other Duties

Perform such other duties as the majority of the Board may determine and in accordance with law.

Education Law, Section 1711 and 3003

Adopted: 6/11/01

Administration

SUBJECT: SUPERINTENDENT - BOARD OF EDUCATION RELATIONS

The Board of Education is accountable for all pursuits, achievements and duties of the School District. The Board's specific role is to deliberate and to establish policies for the organization. The Board delegates the necessary authority to the Superintendent who, acting as chief executive officer, is held accountable to the Board for compliance with its policies.

- a) With respect to School District goals and objectives, the Board will establish broad guidelines to be observed in the development of further policy and action. The Board reserves the right to issue either restrictive or general policy statements.
- b) Generally, the Superintendent will be empowered to assign and use resources; employ, promote, discipline and deploy staff; to translate policies of the Board into action; to speak as agent of the Board; to organize and delegate administrative responsibilities; and to exercise such other powers as are customary for chief executives.
- c) The Superintendent may not perform, cause, or allow to be performed any act that is unlawful, in violation of commonly accepted business and professional ethics; in violation of any contract into which the Board has entered; or, in violation of policies adopted by the Board that limit the Superintendent's authority.
- d) Should the Superintendent or his/her designee consider it unwise or impractical to comply with an explicit Board policy, the Superintendent will inform the Board of that determination. The Board will decide whether such judgment was warranted.
- e) When law or other authority calls for Board approval of decisions that the Board has delegated to the Superintendent, Board approval will be routinely given if those decisions have been made within the limits of Board policies.

Education Law Section 1711

Adopted: 6/11/01

SUBJECT: ADMINISTRATIVE STAFF**Assistant Superintendent for Finance and Management Services**

The Assistant Superintendent for Finance and Management Services shall be responsible for all phases of the District's business activity, as set forth in Section 5000 of the Policy Manual, and shall report directly to the Superintendent of Schools.

Building Principals

The building principals are the educational executives of the school centers. They have the responsibility for executing Board of Education policies in the schools. They are directly responsible to the Superintendent of Schools.

Assistant Principals

Assistant principals shall be employed in the middle schools and high schools. The assistant principal is responsible for all duties assigned to him/her by the building principal and shall report directly to the principal.

Directors

Coordinators are staff officers who shall have various ranges of responsibilities as indicated by their respective titles and job descriptions.

8 New York Code of Rules and Regulations
(NYCRR) Section 80.4

2001

4410

Administration

SUBJECT: PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The Board of Education shall encourage administrators to keep themselves informed of current educational theory and practice by study, by visiting other school systems, by attendance at educational conferences, and by such other means as are appropriate.

The approval of the Superintendent shall be required for any conference attendance or visitations requested by administrators.

Participation shall be limited by available resources and reimbursement guidelines.

General Municipal Law Section 77-b

Adopted: 6/11/01

2001

4420

Administration

SUBJECT: COMPENSATION AND RELATED BENEFITS

The salaries and related benefits of administrators shall be set annually by the Board of Education upon the recommendation of the Superintendent.

Adopted: 6/11/01

SUBJECT: NON-BARGAINING UNIT STAFF - TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Education establishes the schedule of benefits for Assistant Superintendents (“Assistant Superintendents”), Director of Facilities, Senior Accountants, Payroll Supervisors, Computer Technician, Principal Account Clerk/Data, Administrative Assistant Personnel, Secretary to the Superintendent of Schools, Operations Supervisor, Transportation Coordinator (collectively referred to as “Central Office Administrators”) and unrepresented secretarial staff (“Confidential Secretaries”), and Athletic Trainer, Driver Messenger and other staff (“10 Month Non-Union Staff”) who are not represented by a union as follows:

I. ASSISTANT SUPERINTENDENTS

Assistant Superintendents shall have the same terms and conditions of employment as Central Office Administrators in addition to the terms and conditions under this section. Assistant Superintendents shall be entitled to one additional (1) personal day over and above those granted to Central Office Administrators. Assistant Superintendents’ salary shall be set by the Board of Education.

A. Additional Group Life Insurance Policy

The Board will make available an additional \$50,000 policy group life insurance policy with accidental death and dismemberment benefits.

The Board will make available an additional \$50,000 policy group life insurance policy with accidental death and dismemberment benefits and a dependents group life insurance policy in the amount of \$10,000 for spouse and \$2,000 per child. Employee shall pay 100% of the premium for such insurance.

B. Retirement Incentive

Assistant Superintendents employed in the District for a minimum of five (5) years who irrevocably retire from the District shall be entitled to this retirement incentive.

Notice – Written notice of intent to retire must be submitted to the Superintendent of Schools on or before February 1 of the year the Assistant Superintendent intends to retire.

Incentive – Incentive shall be in an amount equal:

- a) to 1% of salary for each year of service to the District as an Assistant Superintendent; and
- b) \$100 per each day of unused accumulated sick leave entitlement to a maximum of 275 days.

Payment shall be made within 30 days of the date of retirement.

C. Empire Plan

The District will pay at the rate of 85% of the cost of the premium for the Individual and Family Plan under the Empire Plan. For retirees, the District shall contribute 85% of the cost of employee’s premium for Individual and Family Plan under the Empire Plan.

II. CENTRAL OFFICE ADMINISTRATORS

Administration

Central Office Administrators shall have the same personal days, vacations, work year, holidays, sick leave, health insurance, flexible benefits plan, dental insurance, disability insurance, tax sheltered annuity, employee protection, bereavement days, public obligations, child care leave, other leaves, major medical and vision care as Confidential Secretaries for set forth below in addition to the terms under this section. Central Office Administrators' salary shall be set by the Board of Education.

For employees in the position of Senior Accountant and Secretary to the Superintendent, the Board of Education will make available a group life insurance policy with accidental death and dismemberment benefits in the amount of \$100,000 which will continue into retirement. The Board of Education shall pay 100% or the premium for such insurance.

A. Payment of Unused Vacation Leave

Following the completion of seven full years of consecutive service, Central Office administrators shall be entitled to payment of unused vacation pay (including both earned and accrued) at the rate of the 1/220th of the administrator's then salary upon voluntary resignation from service for the purpose of retirement. Following the completion of seven full years of consecutive service, Central Office administrators shall be entitled to payment of unused vacation pay at the rate of the 1/240th of the administrator's then salary upon voluntary separation for service for purposes other than retirement.

B. Retirement Incentive

A Central Administrator who is granted retirement in the applicable New York State Retirement System shall with at least five (5) years of employment and provided the District at least ninety (90) days notice shall be entitled to a retirement incentive as follows:

1. A retiring employee who has been employed in the District a minimum of five years, who at the time of retirement has been enrolled in the State Health Insurance Program which has been in effect for at least five years prior to such retirement, shall be entitled to have such policy continued for his/her benefit at the District's expense provided, however, that the District's obligation to pay premiums on such policy shall cease upon the employee's death or when the total amount of such premiums paid by the school district equals or exceeds the dollar value of unused sick leave applicable to such employee.
2. Each employee who is granted retirement in the New York State Retirement System shall have the option to be paid for accumulated sick leave days beyond 165 days at one day's pay for each three days accumulated paid at the daily rate in effect at the time of retirement. An employee choosing the option of using all accumulated days towards health insurance into retirement may not avail themselves of the one for three pay out for those days above 165; and
3. Payment of an additional salary increase for the final year of employment in an amount equal to three quarters (3/4) of one percent of such employee's salary for said final year, multiplied by the number of years of service in the District; such increase, however, not to exceed \$3,500 in any event. For Director of Facilities, the payout shall be \$3,500. For Administrative Assistant and Senior Accountant, the payout shall be \$3,500.

III. CONFIDENTIAL SECRETARIES

Confidential Secretaries' salary shall be set by the Board of Education. Confidential Secretaries shall have the terms and conditions of employment as set forth under this section.

A. Personal Days

Administration

Confidential Secretaries shall be entitled to three (3) personal business days with the provision that the employee must state the reason and receive approval in advance of the day off. Unused days shall be cumulated without limit and treated as Unused Sick Leave.

B. Vacations

Confidential secretaries shall be entitled to twenty two (22) vacation days. Vacation days shall be accrued during the preceding year and credited July 1st.

The Superintendent of Schools or designee shall determine when vacation may be taken.

Confidential secretaries may accumulate up to a maximum of 30 unused vacation days.

Following the completion of seven full years of consecutive service, Confidential secretaries shall be entitled to payment of unused vacation pay (including both earned and accrued) at the rate of the 1/220th of the administrator's then salary upon voluntary resignation from service for the purpose of retirement. Following the completion of seven full years of consecutive service, Confidential secretaries shall be entitled to payment of unused vacation pay at the rate of the 1/240th of the administrator's then salary upon voluntary separation for service for purposes other than retirement.

C. Work Year

The work year of confidential secretaries shall be twelve-months extending from July 1 through June 30.

D. Holidays

Confidential secretaries shall receive 13 paid holidays as follows:

Independence Day	Christmas Day
Labor Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

The remaining three days shall be selected from the list below:

- The day before or after Christmas
- The day before or after New Year's Day
- Washington's Birthday
- Yom Kippur
- Rosh Hashanah

The Superintendent of Schools or designee shall determine the days to be designated as holidays.

E. Sick Leave

Confidential Secretaries shall be entitled to fifteen (15) full days of sick leave per year cumulated without limit, and ten (10) half days per year cumulated to a maximum of 150 days.

The Superintendent of Schools or designee shall determine the requirements for use of sick leave.

F. Extended Sick Leave

After the above referenced fifteen sick leave days have been exhausted, the employee shall be entitled to extended sick leave at one-half pay for half days accumulated above.

Alternatively, or upon the expiration of the benefit above, the employee with three years or more of service shall be paid 2% of his/her monthly salary multiplied by the number of years of service in this District, plus \$100 per month for the months in which the employee is ordinarily paid.

No employee shall receive this extended sick leave for more than one school year in any one consecutive five-year period.

G. Retirement Incentive

A Confidential Secretary who is granted retirement in the applicable New York State Retirement System shall with at least five (5) years of employment and provided the District at least ninety (90) days notice shall be entitled to a retirement incentive as follows:

1. A retiring employee who has been employed in the District a minimum of five years, who at the time of retirement has been enrolled in the State Health Insurance Program which has been in effect for at least five years prior to such retirement, shall be entitled to have such policy continued for his/her benefit at the District's expense provided, however, that the District's obligation to pay premiums on such policy shall cease upon the employee's death or when the total amount of such premiums paid by the school district equals or exceeds the dollar value of unused sick leave applicable to such employee.
2. Each employee who is granted retirement in the New York State Retirement System shall have the option to be paid for accumulated sick leave days beyond 165 days at one day's pay for each three days accumulated paid at the daily rate in effect at the time of retirement. An employee choosing the option of using all accumulated days towards health insurance into retirement may not avail themselves of the one for three pay out for those days above 165; and
3. Payment of an additional salary increase for the final year of employment in an amount equal to three quarters (3/4) of one percent of such employee's salary for said final year, multiplied by the number of years of service in the District; such increase, however, not to exceed \$3,500 in any event.

H. Health Insurance

The District will pay at the rate of 85% of the cost of the premium for the Individual and Family Plan under the Empire Plan or any plan of the District's choice which provides the same coverage and benefits as the Empire Plan. For retirees, the District shall contribute 85% of the cost of employee's premium for Individual and Family Plan under the Empire Plan, which provides the same coverage and benefits as the Empire Plan.

Confidential secretaries shall have the option of dropping his/her health insurance coverage or changing said coverage from the family to individual coverage. The exercising of the option referred to above shall be subject to the rules and regulations of the district's health insurance provider. A confidential secretary who exercises this option shall receive 50% of the district share of the annual premium for said coverage under the following conditions:

1. The confidential secretary must notify the district no later than October 1st of each school year of his/her decision to change insurance coverage.
2. A confidential secretary who has exercised his/her option of dropping or changing coverage as referred to herein may not reenter the health insurance plan or coverage unless the district is notified on or before October 1st of each school year.

Re-entry or change of coverage shall also be subject to the rules and regulations of the district's health insurance provider.

Payment to the confidential secretary as referred to herein shall be made in two equal installments; the first being on the first pay period in January and the second being on the last pay period in June.

I. Life Insurance

A. Group Life Insurance Policy

The Board of Education will make available a group life insurance policy with accidental death and dismemberment benefits in the amount of \$50,000 which will continue into retirement. The Board of Education shall pay 100% or the premium for such insurance.

The Board will make available to Confidential Secretaries a group life insurance policy with accidental death and dismemberment benefits in the face amount equal to the employee's annual salary rounded off to the higher \$500. The employee shall pay 25% of the premium of such insurance.

J. Guaranteed Ordinary Death Benefit

Confidential secretaries shall be entitled to death benefits as provided in Section 60-b of the New York State Retirement and Social Security Law, as amended by the Laws of 1971, Chapter 69 and effective April 1, 1971.

K. Retirement Plan

1. Confidential secretaries who retire after July 1, 1981 will be eligible for benefits under Sections 75e, 75g, and 75i of the New York State Employees' Retirement System.
2. Credit for certain World War II Service. Confidential Secretaries shall enjoy all of the rights and privileges to the extent provided in Sections 2, Paragraph 31 (2) and 41 (k) of the New York State Retirement and Social Security Law, and Section 243 of the New York State Military Law.
3. Transfer of Members between Systems. Confidential Secretaries shall enjoy all of the rights and privileges to the extent provided in Section 43 of the New York State Retirement and Social Security Law dealing with the transfer of service credit from one retirement system to another.

4. Confidential Secretaries shall be granted the benefits and privileges to the extent provided in Section 41J of the New York State Retirement and Social Security Law dealing with service credit for unused sick leave.

L. Flexible Benefits Plan

The Board will participate in a menu type Flexible Benefits Plan pursuant to Section 125 of the Internal Revenue Service Code for confidential secretaries.

M. Dental Insurance

Confidential Secretaries shall be entitled to participate in the District's dental plan. Contribution shall be made on the basis of 80% of the cost of premium paid by the District and 20% paid by the employee.

N. Disability Insurance

Confidential secretaries may join a long-term disability plan providing a 90-day waiting period, 60% of wage benefit at their own expense.

O. Tax Sheltered Annuities

The Board of Education shall accept applications from Confidential Secretaries for reduction in or deduction from the contract salaries, the amount of such deductions to be remitted to a Board approved tax-sheltered annuity program pursuant to Sections 403(b) and 457 of the Internal Revenue Code. The terms and conditions of the tax-sheltered annuity program shall be determined at the discretion of the Board of Education.

P. Employee Protection

The Board agrees to save harmless and protect Confidential Secretaries from financial loss and will provide for their defense arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such Confidential Secretary at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board pursuant to the procedures set forth in Section 3023 of the Education Law.

The Board will provide reimbursement for repair or value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident to employment, provided loss is not caused by negligence of the claimant. Personal effects do not include automobile and/or other vehicles.

Q. Bereavement Leave

A maximum of five days without loss of pay will be allowed for absence due to a death in the immediate family, or of nearest relative. Such a leave shall be taken within the seven days following such death. For the purpose of this provision, immediate family or nearest relative shall be defined as follows: husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step children and any other members of the household of which the employee is a part. In the case of the death of more distant relative or close friend, absences shall be permitted under the Personal Business Days.

R. Public Obligations

2008

4421

Page 7 of 8

Administration

Confidential Secretaries shall be permitted to have time off with pay which is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services, provided that such time off shall be subject to the approval of the Superintendent.

S. Child Care Leave

A request must be made as soon as it is known that it will be necessary and such request must include a statement from a physician giving the anticipated date of birth.

In the case of an interrupted pregnancy, the leave may be terminated by the Board of Education.

T. Other Leaves

Other leaves of absence without pay may be granted with the approval of the Board of Education.

U. Major Medical and Vision Care

The Board will make available excess major medical and vision care programs which will continue into retirement. The Board shall pay 100% of the premium for such insurance coverage.

IV. 10 MONTH NON-UNION STAFF

The salary of 10 Month Non-Union Staff shall be set by the Board of Education. 10 Month Non-Union Staff shall have the same sick leave, health insurance, flexible benefits plan, dental insurance, disability insurance, tax sheltered annuity, employee protection, bereavement days, public obligations, child care leave, other leaves, major medical and vision care as Confidential Secretaries for set forth above. 10 Month Non-Union Staff shall have the terms and conditions of employment as set forth under this section.

A. Personal Days

Confidential Secretaries shall be entitled to two (2) personal business days with the provision that the employee must state the reason and receive approval in advance of the day off. Unused days shall be cumulated without limit and treated as Unused Sick Leave.

B. Vacations

10 Month Non-Union Staff shall not be entitled to paid vacations.

C. Work Year

The work year of 10 Month Non-Union Staff shall be ten-months extending from September 1 through June 30.

D. Sick Leave

10 Month Non-Union Staff shall be entitled to twelve (12) full days of sick leave per year cumulated without limit, and six (6) half days per year cumulated to a maximum of 150 days.

The Superintendent of Schools or designee shall determine the requirements for use of sick leave.

This policy shall in no way constitute a guarantee of employment to any of the incumbents in the positions referred to herein. Similarly, this policy shall not constitute any guarantee that the Board of Education will continue to maintain any of the administrative positions and/or titles referred to herein. The Board of Education reserves the absolute right and discretion to modify this policy and the terms and conditions herein.

Adopted: June 9, 2008