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AD 115256

NEGOTIATED AGREEMENT
BETWEEN THE
HICKSVILLE PUBLIC SCHOOLS
AND THE
HICKSVILLE COUNCIL OF PRINCIPALS,
ASSISTANT PRINCIPALS, SUPERVISORS
AND DEPARTMENT CHAIRS

JULY 1, 2005 TO JUNE 30, 2008

AGREEMENT MADE AND ENTERED INTO BETWEEN THE BOARD OF EDUCATION OF THE HICKSVILLE PUBLIC SCHOOLS, Town of Oyster Bay, Hicksville, New York, and THE COUNCIL OF PRINCIPALS, ASSISTANT PRINCIPALS, SUPERVISORS AND DEPARTMENT CHAIRS

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HICKSVILLE PUBLIC SCHOOLS
Hicksville, New York

AGREEMENT entered into this 18th day of January, 2006, by and between the BOARD OF EDUCATION, HICKSVILLE PUBLIC SCHOOLS, Town of Oyster Bay, Hicksville, New York, (hereinafter referred to as the "Board"), and the COUNCIL OF PRINCIPALS, ASSISTANT PRINCIPALS, SUPERVISORS AND DEPARTMENT CHAIRS, (hereinafter referred to as the "Council"), effective beginning on July 1, 2005, and ending on June 30, 2008.

WITNESSETH:

WHEREAS, Council represents that it is the negotiation agent for the classification of employees established as a negotiating unit, and duly recognized as such by the Board, as per resolution duly adopted the 19th day of May, 1993, and comprising of Principals, Assistant Principals, Supervisors, and Department Chairs employed by the Board, and

WHEREAS, certain terms and conditions of employment have been reached between the parties after due negotiations, and

WHEREAS, the parties are interested in a formal acknowledgment of said terms and conditions thereto negotiated, subject, however, to the documentation of said terms and conditions into a full and complete agreement.

WHEREAS, the parties have had full opportunity to and did, in fact, discuss all the terms and conditions of employment.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements to be performed by the parties hereto, it is mutually agreed:

ARTICLE I. RECOGNITION

Section 1. The Board recognizes the Council as the exclusive representative under Article XIV. of the Civil Service Law for all Principals, Assistant Principals, Supervisors, and Department Chairs who have been so certified by the New York State Department of Education.

Section 2. During the term of this Agreement the Union and its members collectively agree that they shall not engage in any work stoppage or strike.

Section 3. Council will be consulted with respect to any contemplated action by the Board which would materially change a job description of any Council unit position by adding to or deleting responsibilities. The Council will also be consulted with respect to any organizational changes which involve the creation of new positions or the elimination of present positions.

ARTICLE II. DUES DEDUCTION

Section 1. The Board agrees to the deduction of a uniform amount from the salaries of members of the Council, as said members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to the treasurer of the Council.

Section 2. Deductions referred to above shall be made in equal installments from the first twenty (20) paychecks starting with the first paycheck in September. No later than June 1, the Council shall provide the Board with a list and the original signed dues authorization forms of those employees who have voluntarily authorized the Board to deduct dues for the Council named above.

Agency Fee

The District shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Council shall have deducted from their salary an agency fee.

Every employee appointed after the effective date of this provision who does not join the

Council at the time of appointment shall have an agency fee deducted. If the employee joins the Council, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Council shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates union membership, shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same day as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Council for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted and transmitted to the Council in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Council shall certify to the School District the appropriate amount or rate for the agency fee deducted.

Changes in the amount of any agency fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of the notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Council.

The Council shall refund to the employees any agency fees wrongfully deducted and transmitted to the Council.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deductions for any mistake or error of judgment or any other act of omission or commission, and the Council agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the Council and the District. As an alternative to reimbursement for attorneys' fees, the Council may provide counsel for the district at the Union's sole cost and expense.

The Council has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency fee which represents the employee's pro rata share of expenditures by the Council in aide of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished by any of the above-referred to organizations, then this Article insofar as it relates to agency fee deduction, shall be null and void.

In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

Section 3. Council shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE III. NEGOTIATIONS PROCEDURES

Section 1. Negotiations for a successor agreement shall commence no later than January 15 of the same calendar year as the expiration date of this Agreement. During the negotiations, the Board and Council shall make relevant data available to each other.

Section 2. Either party may, if it so desires, utilize the services of outside consultants and may call on professional and lay representatives to assist in the negotiations.

ARTICLE IV. PROFESSIONAL CONFERENCES

Section 1. Council members will be permitted temporary leaves of absence with pay for time necessary for elected delegates to attend N.Y.S.F.S.A. and SAANYS meetings, and the annual meeting of the New York State Teachers' Retirement System. The Board will reimburse elected delegates and alternates who attend the annual meeting of the New York State Teachers' Retirement System for expenses in a total combined sum not to exceed \$300.

Section 2. Excused absence for the purpose of visiting other schools or attending meetings, conferences, workshops, or seminars of an educational or professional nature shall be encouraged to broaden the professional involvement of Council members, and shall be subject to two (2) day's advance notice and the approval of the administration. Such absences shall not be deducted from current leave days.

Administrators shall be required to participate in conferences, workshops or seminars of an educational or professional nature if directed to do so by the Superintendent of Schools.

Section 3. Administrators will assist with implementation of the District staff development plan, and if requested by the Superintendent, be involved with the delivery of staff development activities.

ARTICLE V. PROMOTIONS, VACANCIES AND TRANSFERS

Section 1. The Board will notify Council of all vacant Council positions. Such notice will include the position, title and salary. Notice will be given as far in advance as possible. During summer months, notices of vacant Council positions will be mailed to the president of the Council, or his/her designee.

Section 2. All qualified candidates for such positions will be given adequate opportunity to make application and to be interviewed for such positions.

Section 3.

A. Except in an emergency or unusual circumstance, individuals must be informed in writing thirty (30) days prior to a transfer.

B. An involuntary transfer will be made only after a meeting between the Council member and the appropriate assistant superintendent at which time the Council member will be notified of the reasons for the proposed transfer. In the event that the Council member objects to the transfer at this meeting, the Council member may appeal to the office of the Superintendent, provided that the Council shall have the opportunity to represent the Council member at a meeting with the Superintendent or his designee if the Council member requests such representation.

C. Transfer will be effected only with the approval of the Board.

D. Individuals with tenure who are transferred involuntarily will not lose their tenure status or other benefits.

ARTICLE VI. WORK SCHEDULE

The work year for all unit members except the Middle School principal and the Senior High School principal is defined as follows:

All work days for teachers between September 1, and June 30, plus all weekdays between September 1 and the opening of school (except Labor Day) and all weekdays between the last workday for teachers and June 30; plus 10 workdays during July/August as determined by

Central Office. Effective July 1, 1993, all unit members other than the High School and Middle School Principals will work an additional four (4) days a year. The additional four (4) days shall be scheduled contiguous to the days worked in July/August - unless mutually agreed to the contrary. Effective July 1, 2005, all unit members other than the High School and Middle School Principals will work an additional two (2) days a year. The additional two (2) days shall be scheduled contiguous to the days worked in July/August - unless mutually agreed to the contrary. The July/August work schedule shall be distributed by May 15, with the understanding that exigent circumstances may necessitate modification thereof.

The work year for the Middle School and Senior High School principals shall be 11 months, defined as above with the substitution of 20 workdays during July/August.

All unit members recognize their responsibility to be available to participate in the interviewing of staff members during the Summer. Efforts will be made to arrive at a mutually agreeable date for the interviews. Unit members will receive compensatory time for such work.

Professional Responsibilities: All administrators recognize their professional responsibility to provide services to the District and its students to optimize learning and ensure the health, safety and welfare of students. Unit members shall perform the inherent duties necessary to reach that end. Administrators recognize that their obligations may extend beyond regular school and office hours. Administrators will perform such administrative duties to ensure that a professional work and learning environment may be maintained.

ARTICLE VII. SUMMER ASSIGNMENTS

Department chairs teaching in summer school shall be compensated at the same rate of pay as teachers are compensated.

ARTICLE VIII. POLICIES AND REGULATIONS

Section 1. At the beginning of each school year, a complete copy of all written Board

of Education policies and administrative procedures as accepted and available to date shall be placed on file in the Principal's office in each school, and one copy to the President of Council.

Section 2. Council will be provided with a copy of the agenda book of each Board of Education meeting at the same time these items are made available to the members of the Board.

Section 3. Employees shall not be permitted to smoke in school buildings or on school grounds.

Section 4. When special circumstances necessitate the presence of a unit member at a Board of Education meeting, the Superintendent of Schools may direct him/her to attend the meeting.

ARTICLE IX. EDUCATIONAL PROGRAM DEVELOPMENT

The Board recognizes that the members of the Council exercise administrative and supervisor responsibilities with relation to the staff in schools; therefore, the Board may call upon the members of the bargaining unit for their views and for their participation solely as advisors in negotiations in matters that affect their administrative and supervisory responsibilities.

ARTICLE X. ASSOCIATION PRIVILEGES

Section 1. The use of the facilities of the schools shall be permitted for Council business, providing there is no interference with the proper use of the schools for educational activities, and such business is conducted at reasonable hours and conforms to the rules and regulations for the use of schools according to District policy.

Section 2. The only record with respect to any Council member for any official purpose shall be the member's official personnel file in the Superintendent's office. A member shall be entitled to examine his official file and shall receive a copy of any letter or written communication, except letters of recommendation, which reflects favorably or unfavorably on the member or on the performance of his duties, prior to such letter or communication being inserted in the member's file and record. No later than ten (10) working days following receipt of

such correspondence a member may reply. Any response filed by a member must also be included in such file, but no implication of any kind shall be drawn from any failure to make such response. Subject to reasonable procedural requirements, a member shall have the right to review his file during the normal workday.

No person other than the Council members' supervisors (including immediate supervisor(s), and appropriate Central Office personnel), the Board or attorneys of the Board shall examine the Council member's file.

ARTICLE XI. SALARIES

1. Salaries for unit members for the school years 2005-06, 2006-07, and 2007-08, are set forth in Appendix A, which is attached hereto and made a part hereof.

2. Employees who have completed fifteen (15) years of in-district service shall receive a longevity payment of \$1,000 for each full year of service thereafter. Employees who have completed twenty (20) years of in-district service shall receive a longevity payment of \$1,000 for each full year of service thereafter. Employees who have completed twenty-five (25) years of in-district service shall receive a longevity payment of \$1,000 for each full year of service thereafter. Said payment shall be pro-rated in equal installments per pay period throughout the school year following the relevant anniversary date. In-district service shall not include any credit given for placement on the salary schedule for years of service outside of the Hicksville School District.

ARTICLE XII. GRIEVANCE PROCEDURE

Section 1. A Grievance is a claimed violation, misinterpretation or misapplication of this contract and it shall be presented either by an individual member of the unit or by the Council. No grievance shall relate to a hypothetical case.

Section 2. An aggrieved party or parties shall be entitled to representation at any step of

the Grievance Procedure.

Section 3. Failure by the grievant to appeal a decision at any step is to be construed as having the grievance dropped.

Section 4. Failure to render a decision within the time limit provided herein, at any step, shall automatically thrust the grievance into the next step, unless by mutual consent, the time requirements have been waived.

Section 5.

Step I. Within thirty (30) days of the alleged grievance occurrence or within thirty (30) days when the employee or Council could reasonably know of such, the employee or the Council shall submit a written statement of the grievance to the immediate supervisor. The grievance shall be answered in ten (10) school days from the time the grievance was received.

Step II. In the event the grievant is not satisfied with the disposition at Step I, he/she may within ten (10) days from the receipt of the supervisor's response, file an appeal to the Superintendent.

The Superintendent shall hold an informal hearing within ten (10) school days after receipt of the grievance at which time both sides may present oral and/or written statements. The Superintendent shall make a decision in writing within ten (10) days thereafter.

Step III. In the event the grievant or the Council is not satisfied with the disposition at Step II, he/she may within five (5) days from the receipt of the Superintendent's response file an appeal to the Board of Education.

The Board of Education shall hold an informal hearing within five (5) days after receipt of the grievance at which time both sides may present oral and/or written statements. The Board of Education shall make its decision in writing within ten (10) days thereafter.

Step IV. If the grievance is not resolved at Step III, the grievant, with the consent of the Council, may within fifteen (15) working days of receipt of Step III decision, notify the Superintendent in writing of his intention to submit the grievance to arbitration. Both designation of the arbitrator and arbitration proceedings shall be conducted in accordance with

the applicable rules of the American Arbitration Association. The parties shall urge the arbitrator to submit his decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, the Council, and the Superintendent. The cost of arbitration shall be shared 50% by the Board and 50% by the Council, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of this Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement.

The decision or award of the arbitrator shall be advisory only. The Board shall review it and the decision of the Board shall be final and binding.

ARTICLE XIII. PROTECTION

Section 1. Council members will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.

Section 2. This report will be forwarded to the Board, which will comply with any reasonable request from the council member for information in its possession relating to the incident or the persons involved, and will act as liaison between the council member, the police and the courts.

Section 3. The Board agrees to save Council members harmless in accordance with Education Law, Section 3028.

Section 4. Council members shall be saved harmless from claims resulting from the authorized transportation in the member's car of persons in connection with approved school-related activities.

Section 5.

A. A Council member who sustains an on-the-job injury arising out of a student disciplinary situation or while engaged in the immediate rescue or aid of a student who is in a situation dangerous to his/her immediate physical safety and who is disabled to the extent that he/she is unable to work, shall receive full pay during his/her absence due to such injury

without charge to accumulated sick leave entitlement, under the following terms and conditions:

(1) An on-the-job injury is an injury deemed by the Workers' Compensation Board to be covered by the Workers' Compensation Law.

(2) Disability means a physical condition caused by an on-the-job injury rendering the employee unfit for work.

(3) Claim for Workers' compensation means completing and executing the form provided by the Business Office for filing of a claim for benefits under the Workers' Compensation Law.

B. Any employee shall be entitled to the benefits described in sub-paragraph "A" above if the employee files a Workers' Compensation claim form with the District's Business Office within two (2) working days after the date of the accident or within two (2) working days after the employee is physically able to file such report.

C. The District shall have the right to have the employee examined periodically by a doctor of its choice for the purpose of determining the continued eligibility of the employee to receive the benefits of this section. Based on such examination, the District shall determine whether or not the employee can return to his/her regular position for full or part-time duty. If the employee is dissatisfied with the findings of such doctor and/or the determination by the District as to whether he/she can return to duty, the employee shall have the option of requesting an examination by another doctor of appropriate specialty. The request for the designation of a new doctor shall be made to the District and be forwarded, within two (2) days of receipt, to the Nassau County Medical Society, which shall refer the parties to a list of three (3) doctors of appropriate specialty. The District shall choose one (1) doctor from the list supplied by the Medical Society. The findings of such doctor as to whether or not the employee can return to his/her position shall be final and binding on the District and on the employee. The District shall pay the costs and fees of the medical examination.

D. Failure or refusal of the employee to submit to any relevant medical or physical examination required by the District shall render the employee ineligible for the benefits of this section.

E. The Employee shall receive full pay as referred to above for a maximum period of three hundred and sixty (360) consecutive working days.

F. If, following a period of continued and uninterrupted disability of less than three hundred and sixty (360) working days, an employee returns to work and is thereafter absent again within thirty (30) days of his/her return to work, and the absence is due to the original injury claimed, he/she shall receive full pay without charge being made against his/her sick leave to a maximum number of consecutive working days which, when added to the number of days the employee was absent from the date he/she first sustained his/her injury, shall equal three hundred and sixty (360) days. All subsequent absences attributable to the original injury shall be compensated either under the Workers' Compensation Law or shall be charged to sick leave, at the option of the employee.

G. The payment of hospital, doctors, and other medical expenses occasioned by an injury deemed covered by the Workers' Compensation Board shall be paid pursuant to the provisions of the Workers' Compensation Law.

H. During any period of time that the employee receives full pay from the District pursuant to the provisions of this section, or through the utilization of sick leave entitlement, the District shall be entitled to said employee's Workers' Compensation salary benefits.

I. With reference to sub-paragraph "C" above, in the event the employee is found to be able to work a portion of his/her workday, for each such day worked, it shall be considered that one-half (1/2) day has been utilized against the maximum three hundred and sixty (360) working days entitlement referred to in sub-paragraphs "E" and "F" above. In the event the employee is found to be able to work a portion of his/her workday, it is understood that, for each such day of partial service, the employee shall be paid his/her regular day's salary to the limit of the three hundred and sixty (360) days as stated above.

J. Compensation for all other on-the-job injuries sustained by council members shall be made pursuant to the Workers' Compensation Law.

ARTICLE XIV. FRINGE BENEFITS

Section 1. The Board will provide, without cost to the Council member, Group Life insurance which shall pay to the Council member's designated beneficiary a sum equal to the Council member's then annual salary.

Section 2. The Board shall continue to provide dental insurance at a premium cost not to exceed \$180 per year per Council member.

Section 3. Long-Term Disability Coverage

A. The Board will provide, without cost to the Council member, disability coverage with benefits equal to 50% of the Council member's salary commencing on the 61st day after disability. A Council member who has not exhausted his or her accumulated sick leave at the time he/she becomes eligible for disability benefits shall have the option of either taking the benefits provided in this section, or first utilizing any or all sick leave to which he/she is entitled.

B. The disability benefits under this contract shall be as defined in L.T.D. Policy #20,798 as was issued by the Mutual Benefit Life Insurance Company, with the Board acting in the capacity of self-insurer.

C. Upon disability of six months or longer, the employee must apply for social security and disability retirement benefits, and the employee shall cooperate in the processing of such application by consenting to any and all medical examination required by the School District and any other governmental agency having jurisdiction in the premises as well as any other requirements attendant upon the processing and submission of such application. Upon the employee's failure to apply, cooperate and participate in the processing and submission of such application as above stated, the employee's coverage under the District policy or the benefits provided by the District as a self-insurer shall terminate.

D. The District shall supplement the payments to the employee under social security and disability retirement to the extent that they do not aggregate 50% of the salary received by the employee at the time of the commencement of the disability.

E. The employee shall have the right to return to employment with the

District if, within two (2) years of the last date of employment, the District doctor or a doctor of appropriate specialty retained by the District, finds the employee fit for full-time duty.

Section 4. Effective July 1, 1997, the Board will pay 92.5% of the cost of single coverage or dependent coverage under the Statewide Option under the State Health Insurance Plan, or the equivalent cost toward the H.I.P/H.M.O. option.

Effective July 1, 1998, the Board will pay 90% of the cost of single coverage or dependent coverage under the Statewide Option under the State Health Insurance Plan, or the equivalent cost toward the H.I.P/H.M.O. option.

Effective January 1, 2006, the Board will pay 85% of the cost of single coverage or dependent coverage under the statewide option under the State Health Insurance Plan, or the equivalent cost toward the H.I.P./H.M.O. option.

Any unit member 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 unit member who exercises this option shall receive 50% of the annual premium for said coverage under the following conditions:

1. The unit member must notify the district no later than October 1st of each school year of his/her decision to change insurance coverage.
2. A unit member 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.

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

Payment to the unit member 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.

Section 5. Any active unit member presently enrolled who declines dental insurance will receive \$150 on an annual basis. These sums will be reported as income to the Internal Revenue

Service. The unit member must notify the District no later than October 1st of each school year of his/her decision to change insurance coverage. A unit member who has exercised his/her option of dropping coverage as referred to herein may not reenter the dental insurance plan or coverage unless the District is notified on or before October 1st of each school year. Reentry of coverage shall also be subject to the rules and regulations of the District's dental insurance provider.

The declination provisions shall be incorporated as part of an IRC 125 plan.

ARTICLE XV. FLEXIBLE BENEFIT PLAN

The District will provide the members of the Bargaining Unit with a flexible benefit plan authorized pursuant to Section 125 of the Regulations of the Internal Revenue Service.

ARTICLE XVI. LEAVES OF ABSENCE

Section 1. Each Council member shall be entitled to fifteen (15) days for personal illness, illness in the immediate family, personal leave (maximum 5 days), or religious observance. All days unused shall be added to accumulated sick leave. Unused sick leave days may be accumulated from year-to-year with no maximum limit. Council members must receive prior approval from the Superintendent for personal days to be taken on Mondays, Fridays, and days preceding and following holidays.

Employees who have accumulated in excess of 42 days shall be eligible to redeem those days in excess of 42 as of June 30th of each year, at the rate of one for two, on the basis of the per diem rate for that year's salary. Maximum 10 days pay per year under this provision.

Section 2. Time necessary will be provided for appearances in any legal proceeding connected with the Council member's employment or with the school system or in any other legal proceeding, if the Council member is required by law to attend. When a Council member is called for jury service, or is subpoenaed to serve as a witness in court action, he/she shall be

given a leave of absence with pay for such time as is necessary, less any per diem compensation for such appearances.

Section 3. Up to five (5) days without loss or deduction from pay at any one time in the event of death of a Council member's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, or member of the immediate household shall be granted.

Section 4. Any employee covered by this Agreement may make a written request for a leave of absence without pay for maternity purposes for a period of time not to exceed one (1) year. All requests for such leaves of absence are to be made in writing to the Superintendent of Schools and are subject to the approval of the Board of Education. Maternity leave requests must be submitted to the Superintendent no later than thirty (30) days prior to the requested commencement date of the leave of absence. The Board of Education, at its discretion, may grant a request for a one (1) year extension of a maternity leave of absence, provided that application for such an extension is received by the Superintendent no later than ninety (90) days prior to the expiration of the leave of absence.

Section 5. A maximum of thirty (30) days per school year for persons called into temporary active duty of any unit of the U.S. Reserve or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

Section 6. Military leave will be granted any Council member to the extent and in the manner prescribed by law.

Section 7. Upon the recommendation of the Superintendent of Schools, the Board will grant a leave of absence without pay for up to two (2) years to council members for the purpose of administrative and/or academic internships, fellowships, and residencies.

Section 8. Other leaves of absence without pay may be granted by the Board for good reason.

Section 9. All benefits to which a Council member was entitled at the time of commencement of leave of absence, including accumulated sick leave, will be restored upon return, and the Council member will be assigned to the same position if available which was held

at the time said leave commenced.

Section 10. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the Council member's immediate family. Additional leave may be granted at the discretion of the Board.

Section 11. Any Council member whose personal illness extends beyond the period covered by his/her accumulated sick leave pay will be granted a further leave without pay for such time as is necessary for complete recovery from such illness.

Section 12. All requests for extensions or renewals of leaves will be applied for and granted in writing.

ARTICLE XVII. TERMINAL BENEFITS

Upon retirement under the laws of the N.Y.S.T.R.S., administrative and/or supervisory staff members who are 55 years of age or older (or who retire pursuant to the disability retirement provisions of said system) shall be entitled to the following benefit:

He/she shall have the option of \$100 per year for each year of service or will be paid in addition to his/her base, on the basis of the per-diem rate of his/her final year's salary as follows:

Effective July 1, 1997:

For the first 45 days of accumulated leave	0%	per day
For the second 45 days of accumulated leave	25%	per day
For anything above 90 days of accumulated leave	50%	per day

The maximum payable under the above schedule shall not exceed one-half (1/2) year's basic annual salary as of the year of retirement.

The per-diem rate of pay for 10-1/2 month employees is 1/210 of their annual salary; for 11 month employees, 1/220 of their annual salary.

ARTICLE XVIII. SUPERVISORS AND DEPARTMENT CHAIRS

Section 1. All supervisors shall be given the opportunity, with the consent and cooperation of the principals and teachers involved, to provide demonstration lessons with established classes of children and/or to try out various teaching methods, techniques and materials with such classes in connection with curriculum revision or development.

Section 2. Department Chairs in secondary schools shall be provided with adequate supplies and necessary office equipment.

ARTICLE XIX. MISCELLANEOUS

It is agreed by and between the parties, in accordance with Article XIV. of the Civil Service Law, that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be not deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XX. PERFORMANCE STANDARDS

The Superintendent, upon finding that the performance of a Council member is unsatisfactory, may recommend to the Board of Education that all or a portion of the Council member's annual raise be withheld provided the following procedure is followed:

A. The Superintendent shall have a conference with the Council member and at that conference shall submit a written statement to the affected Council member notifying him/her that all or a portion of his/her annual raise is in jeopardy. The aforesaid statement by the Superintendent shall contain both a recitation of the deficiencies deemed to exist and suggestions of specific steps which the Council member may take to correct such deficiencies.

B. At the conclusion of a 90-day calendar period, if the necessary steps toward improvement have been made, the Superintendent shall send a letter to the Council member stating that the deficiencies outlined have been rectified. If the necessary steps toward improvement have not been made, the Superintendent can proceed to make his/her recommendation to the Board of Education for withholding all or a portion of the next year's raise from the Council member. The Superintendent shall notify the Council member of his/her recommendation to the Board of Education, and the Council member shall have five (5) working days to submit to the Board of Education a statement if he/she so chooses.

C. In cases where the Board of Education determines that no annual raise or portion thereof is to be withheld, a written copy of the Board's determination not to withhold said annual raise shall be sent to the Council member. If the Board of Education determines that an annual raise or a portion thereof is to be withheld, a written copy of the Board's determination to withhold said annual raise shall be sent to the Council member. In either case, the Board shall notify the Council member within thirty (30) days after the receipt of the Superintendent's recommendation. All documents, communications and records related to the above procedure will be filed separately from the Council member's file. The Council member may examine this separate file on an annual basis.

D. The usual and conventional areas of a Council member's performance which may

result in implementation of this article, include, but are not limited to:

- (1) Unsatisfactory supervision, observation and/or evaluation of staff.
- (2) Unsatisfactory lateness and attendance.
- (3) Unauthorized and/or unjustified leaving of the council member's building.
- (4) Substance abuse during the workday.

E. This article shall not be construed as precluding the implementation of Sections 3012 and 3020a of the New York State Education Law based upon the same or similar conduct of the Council member which results in the withholding of the Council member's annual raise pursuant to this article; nor shall such withholding of said raise constitute a defense in whole or part of the 3020a proceedings.

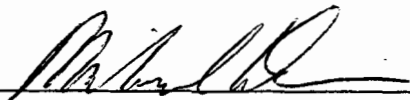
F. This procedure shall be applied to not more than two (2) Council members in any single school year.

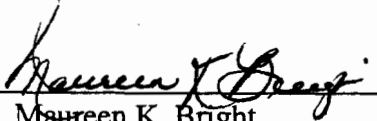
G. At the option of the Council member affected by this procedure, the raise otherwise to be withheld may be paid by the Council member as if it were a fine so as not to adversely affect the Council member's final average salary for retirement purposes.

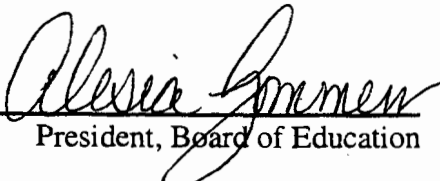
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNCIL OF PRINCIPALS,
ASSISTANT PRINCIPALS,
SUPERVISORS AND DEPARTMENT CHAIRS

BOARD OF EDUCATION
HICKSVILLE PUBLIC SCHOOLS

By: 
President

By: 
Maureen K. Bright
Superintendent of Schools

By: 
President, Board of Education

PRINCIPALS*			
	2005-2006	2006-2007	2007-2008
STEP	4%	4%	4%
1	\$103,206	\$107,334	\$111,627
2	\$105,482	\$109,701	\$114,089
3	\$107,857	\$112,171	\$116,658
4	\$110,184	\$114,591	\$119,175
5	\$112,508	\$117,008	\$121,688
6	\$114,835	\$119,428	\$124,205
7	\$117,160	\$121,846	\$126,720
8	\$119,487	\$124,266	\$129,237
9	\$121,811	\$126,683	\$131,750
10	\$124,138	\$129,104	\$134,268
11	\$126,463	\$131,522	\$136,783
12	\$128,788	\$133,940	\$139,298
13	\$131,114	\$136,359	\$141,813
14	\$133,440	\$138,778	\$144,329
15	\$135,766	\$141,197	\$146,845
16	\$138,092	\$143,616	\$149,361
17		\$146,035	\$151,877
18			\$154,393

ASSISTANT PRINCIPALS & SUPERVISORS			
	2005-2006	2006-2007	2007-2008
STEP	4%	4%	4%
1	\$92,876	\$96,591	\$100,455
2	\$95,202	\$99,010	\$102,970
3	\$97,528	\$101,429	\$105,486
4	\$99,852	\$103,846	\$108,000
5	\$102,179	\$106,266	\$110,517
6	\$104,504	\$108,684	\$113,031
7	\$106,831	\$111,104	\$115,548
8	\$109,155	\$113,521	\$118,062
9	\$111,482	\$115,941	\$120,579
10	\$113,807	\$118,359	\$123,093
11	\$116,133	\$120,778	\$125,609
12	\$118,458	\$123,196	\$128,124
13	\$120,785	\$125,616	\$130,641
14	\$123,111	\$128,035	\$133,156
15	\$125,436	\$130,453	\$135,671
16	\$127,762	\$132,872	\$138,186
17		\$135,289	\$140,701
18			\$143,216

CHAIRS AND ADMINISTRATIVE ASSISTANTS			
	2005-2006	2006-2007	2007-2008
STEP	4%	4%	4%
1	\$80,779	\$84,010	\$87,370
2	\$83,104	\$86,428	\$89,885
3	\$85,431	\$88,848	\$92,402
4	\$87,755	\$91,265	\$94,916
5	\$90,082	\$93,685	\$97,432
6	\$92,407	\$96,103	\$99,947
7	\$94,734	\$98,523	\$102,464
8	\$97,058	\$100,940	\$104,978
9	\$99,384	\$103,359	\$107,493
10	\$101,710	\$105,778	\$110,009
11	\$104,035	\$108,196	\$112,524
12	\$106,361	\$110,615	\$115,040
13	\$108,687	\$113,034	\$117,555
14	\$111,014	\$115,455	\$120,073
15	\$113,339	\$117,873	\$122,588
16	\$115,664	\$120,292	\$125,104
17		\$122,711	\$127,618
18			\$130,133

ADMINISTRATIVE INTERNS			
	2005-2006	2006-2007	2007-2008
STEP	4%	4%	4%
1	\$54,396	\$56,572	\$58,835
2	\$55,867	\$58,102	\$60,426
3	\$57,338	\$59,632	\$62,017
4	\$58,808	\$61,160	\$63,606

*SECONDARY PRINCIPALS, \$2,000 each not included in base.
Longevity increases are in addition to the above-stated amounts.