## SHENENDEHOWA CENTRAL SCHOOL Clifton Park, New York

## **BENEFITS BOOKLET**

**FOR** 

DISTRICT ADMINISTRATORS (DLST)

Compiled by the Office of Human Resources

Approved by the Board of Education: 6/20/2017 (Effective for 7/1/2017)

# <u>DISTRICT ADMINISTRATION</u> (<u>DLST</u>)

Asst. Supt. for Curriculum, Instruction, and Assessment Dr. Elizabeth Wood

Asst. Supt. for Finance and Operations Kathleen Chase

Asst. Supt. for Human Resources Jill Bush

Asst. Supt. for Management Services and Quality Control Robert Melia

Director for Special Education Michele Mylod

Director of Policy and Community Development Rebecca Carman

Director of Athletics and Physical Education Christopher Culnan

Kenneth McDermith

Director for Learning Technology and Educational

**Communications Services** 

Public Information Officer Kelly DeFeciani

This is not a collectively bargained contract. It is a delineation of benefits and protections afforded to the above-mentioned employees, approved by the Board of Education and remains in effect until a recommendation of change is made by the superintendent and authorized by the Board of Education.

#### **SECTION I**

#### PAID ABSENCE BENEFITS

#### A. <u>VACATION</u>

- 1) Newly hired staff shall receive a vacation entitlement of twenty-one (21) days if employed on July 1. If hired after July 15, employees are entitled to receive vacation time, upon employment, at the rate of one and three-quarter (1.75) days per month for each month remaining in the fiscal year. If the administrator is hired on or before the 15<sup>th</sup> of the month, credit will be given for that month.
- 2) Vacation may be accrued up to forty-two (42) days. Accumulated vacation days in excess of forty-two (42) will be lost as of September 16.
- 3) If, on any September 15 during the period of continuous employment, the employee has accumulated more than twenty-one days (21) days of vacation said employee may sell back to the District days in excess of twenty-one (21), up to a maximum of fifteen (15) days, at the per diem in effect as of that date.
- 4) Any remaining vacation entitlement will be paid upon termination of employment. Vacation days may not be used, in the final year of this Agreement or of any extension hereof, to extend the employee's right to compensation beyond the time that right would otherwise expire, to increase the amount otherwise due during that year, or to shorten the period during which the employee bears the continuing obligation to perform the duties of that position. Accumulated unused vacation days, upon separation from the district, shall be compensated at the existing daily rate (1/240), with payment being made within fourteen (14) business days of departure.

## B. <u>HOLIDAYS</u>

- 1) All employees are entitled to the following paid holidays, provided school is not in session: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Good Friday and Memorial Day.
- 2) All DLST members shall be entitled to four (4) additional paid holidays to be determined and approved in advance by the superintendent (floating holiday).

#### C. SICK LEAVE

The District shall provide annual sick leave of twelve (12) days each year. Sick leave accruals for new employees shall be prorated for the number of full months worked during the first year. If the employee is hired on or before the 15<sup>th</sup> of the month, credit will be given for that month. Sick leave may be accumulated to a maximum of two hundred forty (240) days.

#### D. PERSONAL BUSINESS LEAVE

The District shall provide annual personal business leave of five (5) days each year for business which cannot be conducted outside of regular school hours. Personal business leave for new employees shall be prorated for the number of full months worked during the first year, and credited on July 1<sup>st</sup> following his/her date of employment. If the employee is hired on or before the 15<sup>th</sup> of the month, credit will be given for that month. Such days shall not accumulate year to year if unused. Prior approval from the Superintendent of designee is required prior to the use of personal business leave.

#### E. PERSONAL FAMILY ILLNESS LEAVE

The District shall provide annual personal family illness leave of five (5) days each year for family illness. Personal family illness leave accruals for new employees shall be prorated for the number of full months worked during the first year, and credited on the July 1<sup>st</sup> following his/her date of appointment. If the employee is hired on or before the 15<sup>th</sup> of the month, credit will be given for that month. Any remaining days on June 30<sup>th</sup> roll to sick leave until the maximum sick leave accumulation of two hundred forty (240) days is reached. Prior approval from the Superintendent or designee is required prior to the use of personal family illness leave.

Should personal family illness leave days be exhausted as a result of serious illness of an immediate family member (as defined in I.F below), an employee may request from the Superintendent to use a specific number of available accumulated sick leave as personal family illness leave. Such request shall be in writing and provide information that is deemed sufficient by the Superintendent to make a reasoned decision as to the request.

#### F. BEREAVEMENT

The District shall provide bereavement leave of up to four (4) days for death of a member of the immediate family. Immediate family is defined as spouse, mother/father, mother/father-in-law, sister/brother, sister/ brother-in-law, son/daughter, son/daughter-in-law, grandparent, grandchild, step-parents, or near relative who resides in the same household. If travel time is required to attend the funeral, and it cannot be done in the allotted time, it may be taken and charged against accumulated personal or family illness leave. These days are available for each such death and are not accumulated.

## G. REPORTING OF DAYS USED (new)

Information regarding sick leave, family illness leave, bereavement leave and a singular personal leave day shall be submitted *electronically using Win Cap Employee self-service portal* to the Superintendent or his/her designee. The completed electronic form shall be submitted within three (3) workdays of such absence whenever practicable. Advance notification of the absence to the Superintendent or his/her designee shall continue to be made by email, phone, or other resource in addition to the Win cap reporting.

Personal leave of two (2) or more consecutive days and professional leave (e.g., attendance at conference) shall be submitted using the *Win cap Employee Self Service Portal* to the Superintendent at least two (2) days in advance of an intended absence. Time spent at conferences, meetings of professional organizations and other similar or related professional development activities shall be considered working time and shall not be credited against any leave allowances.

#### SECTION II

#### **UNPAID ABSENCE BENEFITS**

#### A. <u>PERSONAL LEAVE</u>

Personal leaves of absence may be granted at the discretion of the Board of Education upon the recommendation of the Superintendent.

Upon written request and sufficient documentation by an employee of need and purpose, the Superintendent may approve an additional number of personal leave days. Such requests will be dealt with on a case-by-case basis.

### B. CHILD-REARING LEAVE

Child-rearing leaves of absence shall be granted, up to two (2) years in length unless prohibited by law. For probationary employees, such leave shall be an interruption of the requirements of serving a probationary period. An employee will not accumulate additional leave days during such leave or accrue other benefits except as covered by law.

The school district shall permit employees to use sick leave benefits for any period of actual disability that may be associated with pregnancy and/or child birth. In such event, the employee will be required to submit a certification of the period of disability from the attending physician.

#### **SECTION III**

#### COMPENSATION

The annual salary for the period July 1 through June 30 in years subsequent to the year of hire shall be recommended by the Superintendent and approved by the Board of Education. The existing compensation shall remain in effect, until a change is recommended by the Superintendent and approved by the Board of Education.

For the period of July 1, 2017 through June 30, 2018, employees covered herein shall be compensated an amount recommended by the superintendent and approved by the Board of Education.

#### **SECTION IV**

#### PROFESSIONAL DEVELOPMENT AND TECHNOLOGY SUPPORT

## A. PROFESSIONAL DEVELOPMENT FUND

The District shall establish a professional development fund to provide opportunities to DLST members to improve their knowledge, skills, and performance as leaders in the Shenendehowa Central School District. The fund will be calculated annually and will be equal to the total number of DLST members multiplied by one thousand (\$1,000) dollars. The use of said funds should be related to the accomplishment of District goals and objectives, such as conference attendance and joining professional organizations. It is not intended to purchase equipment.

A \$1500 one-time payment shall be rendered for completion of Doctoral degree from an accredited institution.

#### B. TECHNOLOGY SUPPORT

In recognition of the critical nature of technology in this era of real time and on-demand communications, it is important for district level administrators to have the mobile capacity to effectively do their jobs. Subsequently, the district shall cover the cost of having access to communications, including phone contact, text messaging, data and email access that is connected to the district's email server for administrators who already possess a capable mobile device, at a cost not to exceed five hundred (\$500) dollars per year. Appropriate receipts and billings must be submitted to the Business Office for review and processing.

#### SECTION V

#### **GROUP INSURANCE BENEFITS**

#### A. BASIC GROUP LIFE INSURANCE

Each employee will be eligible for a fully paid group term life insurance policy equivalent to five (5) times the individual's current annual salary, with a cap of three hundred fifty thousand (\$350,000) dollars.

The above policy may be continued for the amount of his/her basic group life insurance which is in effect at the time of resignation/retirement. Upon resignation, said policy may be converted to an individual life insurance policy for the full amount of the monthly premium rate published by the insuring company at the time of the employee's resignation. Upon retirement, the employee may continue said policy for the full cost of the District's monthly premium costs. The amount of life insurance that may be continued after retirement is as follows:

Under age 67	100%
Age 67 and over	50%

## B. LONG-TERM DISABILITY INCOME INSURANCE

The District will provide a long-term disability income plan on a non-contributory basis. This will become effective after one hundred eighty (180) calendar days of disability and

use of sick days. The district shall pay benefits equal to sixty-six and two-thirds (66 2/3%) percent of salary, up to age sixty-five (65), if disabled from performing the duties of his/her occupation. Sick days shall not be accumulated while out on disability.

## C. <u>HEALTH INSURANCE</u>

The District shall provide each full-time employee with health insurance, prescription drug coverage and dental insurance.

Effective January 1, 2018, the District shall pay eighty-three (83%) percent of the cost of the insurance premium (individual or family) for all employees who participate in any health insurance program, hired prior to July 1, 2013.

The District will pay eighty (80%) percent of the cost of the health insurance premium (individual and family) and prescription drug plan for all employees who participate in any health insurance program, hired after July 1, 2013.

The following benefits apply: (Three-tier Plan)

- i. All CDPHP co-pays for services shall be \$20 for each occurrence.
- ii. All prescription drug co-pays shall be ten dollars (\$10.00) for generic/brand name prescriptions, twenty dollars (\$20.00) for preferred brand name, thirty dollars (\$30.00) for non-preferred brand name.
- iii. Mail order shall be \$0/\$40 ( 90 day supply ) for generic and all other prescriptions, respectively.
- iv. The major medical deductibles for the Empire Blue Cross/Blue Shield program shall be two hundred and fifty (\$250) dollars/five hundred (\$500) dollars. The lifetime maximum coverage under the Empire Blue Cross/Blue Shield program shall be an unlimited amount.
- v. CANARX on a voluntary basis by employees made available as soon as practicable.

A mental health rider is included with Capital District Physicians' Health Plan (CDPHP).

The District will pay forty-eight (48%) percent of the cost of the premium for the dental insurance for employees who participate in the dental insurance program.

### D. HEALTH INSURANCE BUYOUT

An employee who has proof of alternate health insurance coverage, shall have the option of withdrawing from the District's health insurance plan or electing different coverage. The term "health insurance" includes medical, prescription and dental coverage for purposes of the health insurance buyout. Health insurance buyouts shall be paid only in cases when an employee has switched from coverage with the district to a lesser coverage or no coverage. Such employee shall execute any and all documents necessary to affect such withdrawal or change in coverage.

In the event of such withdrawal or change in coverage, the District shall pay to such employee, annually, within thirty (30) days following the next December 31<sup>st</sup>, the following sums:

Coverage Change	<b>Amount</b>
Family or two person coverage to no coverage	\$2,000.00
Family or two person coverage to individual	\$1,500.00
coverage	
Individual coverage to no coverage	\$1,000.00

In the event an employee who has elected withdrawal or selected a different coverage option leaves District employment or re-enters the plan following a qualifying event before the end of the year, the District will pay, within thirty (30) days following December 31<sup>st</sup>, a pro rata portion of the amount specified above.

In case of such withdrawal, the District shall no longer be required to contribute toward the cost of such insurance for the balance of the year, or in the case of a change in coverage, to pay the amount required for the original coverage the employee had selected.

An employee having withdrawn may re-enroll in one of the health insurance plans offered by the District if he/she is no longer covered by such alternative health insurance in accordance with the rules, regulations and procedures of the District's insurance carriers. Such conditions now include the death of a spouse or other qualifying event.

## E. PREMIUM CONVERSION PLAN

The district shall establish and offer to all members a voluntary premium conversion plan meeting the requirements of applicable sections of the Internal Revenue Code (IRS) and related regulations in order that contributions made by DLST members toward medical insurance (including health, prescription drug, and dental) premiums may be made through such a plan. For those individuals choosing to participate in the voluntary premium conversion plan, the premium will be deducted from pre-tax earnings, and,

therefore, the employees net contributions to the plan, in effect, will be less than the fifteen (15%) percent for health and prescription drug insurance and less than fifty-two (52%) percent for dental insurance indicated in Article 14, 1(a), 1(b), 1(d). In the event Federal law is changed to no longer allow a premium conversion plan, the provision of this agreement related to this program shall cease to have any force or effect, and the District will provide eighty-five (85%) percent of the cost of health and drug insurance coverage for all employees who participate in any health insurance program, hired <u>prior</u> to June 30, 2013 and eighty (80%) percent for all employees who participate in any health insurance program, hired to the group <u>after</u> July 1, 2013, as well as forty-eight (48%) percent of dental coverage for all participating members.

## F. PHYSICALS

The District will assume the cost of a biennial physical examination if not covered by the employee's insurance, which will be provided upon employee's request, with documentation that the physical was conducted forwarded to the Office of Human Resources.

## G. WORKERS' COMPENSATION INSURANCE

Each employee is insured against loss as a result of compensable accidents on the job. All approved medical bills will be paid by the District. Days of work lost beyond those paid from sick leave will be compensated according to the State Workers' Compensation formula.

### H. EMPLOYEE ASSISTANCE PROGRAM

The District shall provide help or assistance to employees or their family members with personal problems such as substance abuse, stress, depression, anxiety, phobias, marriage, children, aged parents, gambling, financial, legal [one (1) per year], or other problems. The services are free and completely confidential. Further information can be obtained from the Office of Human Resources.

### I. LIABILITY INSURANCE

The District will assume the cost of:

- general liability coverage for bodily injury and property damage claims
- school professional legal liability coverage for alleged wrongful acts

The coverage shall protect the District and all employees for at least one million (\$1,000,000) dollars. Such policies will be approved by the Superintendent of Schools or his/her designee.

#### **SECTION VI**

#### RETIREMENT BENEFITS

### A. NEW YORK STATE TEACHERS' RETIREMENT SYSTEM (NYSTRS)

- 1. All certified staff are covered for membership in the NYSTRS. There are six (6) retirement tiers in effect under the NYSTRS. Please contact the Office of Human Resources for more information.
  - a. Tier I Career Plan: for members who last joined on or before June 30, 1973. The District pays for all mandatory contributions.
  - b. Tier II New Plan: for members who joined after June 30, 1973 and before July 1, 1976. The District pays all mandatory contributions.
  - c. Tier III CO-ESC Plan: for members who joined between July 1, 1976 and August 31, 1983 (CO-ESC stands for "Coordinated-Escalator.") Members must contribute three (3%) percent of their annual salary toward retirement benefits.
  - d. Tier IV Coordinated Retirement Plan: for members who joined on or after September 1, 1983. Members must contribute three (3%) percent of their annual salary toward their retirement benefits.
  - e. Tier V for members who joined on or after January 1, 2010. Members must contribute three and one-half (3 ½%) percent of their annual salary toward their retirement benefits.
  - f. Tier VI- For members who join on or after April 1, 2012, members are required to contribute 5.75- 6 % of their annual salary toward their retirement benefit. Retirement benefits calculated on 5 year final average salary.

2. In addition to normal retirement benefits, all plans provide disability retirement benefits and death benefits. However, it is critical that questions regarding specific coverage be directed to the NYSTRS or the Office of Human Resources.

## B. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM (NYSERS)

All non-certified staff classified by Civil Service are eligible for membership in the NYSERS. There are four (4) retirement tiers in effect under the present NYSERS. Please contact the Office of Human Resources for more information.

- a. <u>Tier I New Career Plan</u> (Section 75-i): For employees who joined prior to July 1, 1973. Minimum retirement age is fifty-five (55) and members are not required to contribute.
- b. <u>Tier II New Career Plan</u> (Section 75-i): For employees who joined after July 1, 1973 and prior to July 1, 1976. Members are not required to contribute.
- c. <u>Tier III</u> (Articles 14 and 15): For employees who joined between July 1, 1976 and August 31, 1983. Effective October 1, 2000, until you either accrue ten (10) years of service credit or have been a member of the Retirement System for ten (10) years after your date of membership, you are required to contribute thee (3%) percent of your gross earnings toward your retirement benefits.
- d. <u>Tier IV</u> (Article 15): For employees who joined on or after September 1, 1983 and prior to January 1, 2010. Effective October 1, 2000, until you either accrue ten (10) years of service credit or have been a member of the Retirement System for ten (10) years after your date of membership, you are required to contribute thee (3%) percent of your gross earnings toward your retirement benefits.
- e. <u>Tier V</u> (Article 15): For employees who joined on or after January 1, 2010 and prior to April 1, 2012. Members are required to contribute three (3%) percent of your gross earnings toward your retirement benefits for all your years of public service.

f. <u>Tier VI</u>: For employees who join on or after April 1, 2012. From April 1, 2012 through March 31, 2013, Tier 6 members contribute 3 percent of their gross salary toward their retirement benefits. Beginning April 1, 2013, the contribution rate will be based on your annual wage. Future salary changes may affect your contribution rate.

Wages`	<b>Contribution Rate</b>
\$45,000 or less	3%
\$45,000.01 to \$55,000	3.5%
\$55,000.01 to \$75,000	4.5%
\$75,000.01 to \$100,000	5.75%
More than \$100,000	6%

In addition to normal retirement benefits, all plans provide disability retirement benefits and death benefits. However, it is essential that specific questions regarding coverage be directed to the NYSERS or the District Office of Human Resources.

**NOTE:** The Office of Human Resources has beneficiary change forms for the NYSERS.

Accumulated sick leave, up to one hundred sixty-five (165) days, may be applied as additional service credit to retirement on a calendar day basis for members of Tiers I through IV. For members of Tier V, if your employer has chosen to offer this benefit, you may receive service credit for your unused, unpaid sick leave days at retirement. The additional credit may not exceed one hundred sixty-five (165) days.

## C. SOCIAL SECURITY

The employee and the District are taxed an equal percentage of the employee's gross pay (to a maximum taxable amount) to pay Social Security. Your portion is deducted from your pay.

Social Security pays benefits upon retirement, become disabled or dies. It also pays Medicare benefits. Other members of the employee's family may also be eligible for benefits when the employee becomes entitled, though the employee must meet eligibility requirements for each benefit.

## D. <u>INCENTIVE</u>

The employee will be reimbursed up to seventy (70) days of accumulated sick leave credits upon effectuating their resignation for purposes of retirement to the Board of

Education, at the existing daily rate (1/240). The employee shall work a minimum of five (5) years as a member of the DLST group in order to qualify for this incentive. Notice must be provided at least three (3) months in advance of the effective date of retirement.

Payments made upon retirement for unused vacation time and unused sick leave identified in this benefit booklet shall be directed by the District into a Section 403(b) account for each individual employee. Said account will comply with all relevant statutes and IRS regulations.

A retiring DLST member may, at his or her option, have authorized payments made into such 403(b) plan in more than one installment, starting in the calendar year in which the member retires and in the following years, if permissible by IRS regulations.

#### F. MEDICAL COVERAGE FOR RETIREES

The District will pay the applicable percentage of the premium cost of individual coverage for health and prescription drug insurance in effect at the date of retirement.

If coverage is for more than individual coverage, applicable and effective percent factor of the individual rate will be applied toward the multiple-person coverage plan. Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the employee at time of death, unless the surviving spouse is already covered under other employment at equal or better coverage. The surviving spouse is entitled to single coverage only. The retiree may defer participation in the health plan until such time that there is no longer coverage under their other plan; however, the level of coverage and contribution share will be determined by the date of retirement.

# G. PRESCRIPTION COVERAGE

The District will pay the applicable percentage of the premium cost of individual coverage for health and prescription drug insurance in effect at the date of retirement.

Should the retired employee predecease his/her spouse, the survivor would be entitled to the same percentage of coverage enjoyed by the employee at time of death, unless the surviving spouse is already covered under other employment at equal or better coverage. The surviving spouse is entitled to single coverage only. The retiree may defer

participation in the prescription plan until such time that there is no longer coverage under their other plan; however, the level of coverage and contribution share will be determined by the date of retirement.

### G. DENTAL COVERAGE

The retiree may continue to participate in the current plan if he/she pays one hundred (100%) percent of the monthly premium. The retiree may defer participation in the plan until such time that there is no longer coverage under their other plan.

## H. RESIGNATION NOTICE

A DLST member, who resigns other than for purposes of retirement, shall submit a letter of resignation from the district at least 30-work days in advance, unless mutually agreed upon otherwise.

An individual resigning for purpose of retirement and expecting to qualify for the aforementioned retirement incentive benefits must submit a letter of intention at least three (3) months in advance.

# SECTION VII OTHER BENEFITS

#### A. <u>DIRECT DEPOSIT</u>

You may have your entire paycheck automatically deposited into checking or savings accounts of participating institutions. Payroll Direct Deposit Authorization forms are available in the Office of Human Resources.

#### B. CREDIT UNION

The TCT Federal Credit Union provides the opportunity for savings and loans at preferred rates to employees via payroll deductions. Loans are available to members and dividends on savings are paid quarterly. In addition, other member services include share certificates, holiday clubs, vacation clubs, ATM, new and used auto or Boat/RV loans, student loans, Visa card, traveler's checks, money orders, credit life insurance and credit disability program.

## C. TAX SHELTERED ANNUITIES (T.S.A.)

The primary objective of a T.S.A. is to induce you to save money for retirement purposes by granting current income tax exemptions.

Payroll will deduct contributions, each payday, to the T.S.A. program from your earnings prior to the computation of your taxes. The amount of your contribution will be exempt from Federal and State income taxes, but subject to F.I.C.A. (Social Security) tax. Your contribution will then be sent to the company with which you have your program.

It is your responsibility to select a company from the District's approved list and to make the initial contacts and arrangements for your T.S.A. Once you choose a company, you will also have to determine the amount that you wish deducted from your paychecks and for how long according to a formula determined by the Federal tax laws.

## D. <u>TUITION REIMBURSEMENT</u>

Individuals will be eligible to receive reimbursement for tuition for approved courses of study or training if directly related to the person's present position or the person's growth as an employee with the Shenendehowa Central School District. Reimbursement shall be provided for one (1) course per academic term (Fall, Spring, Summer). The

reimbursement amount per credit shall be no greater than the rate per credit of comparable course at SUNY-Albany. Such courses must be approved, in advance, and the individual must complete the course with a satisfactory grade (C or higher) in order to qualify for the reimbursement. The course must meet outside the normal workday of the individual and personal leave may not be charged in regard to meeting the requirements of the course. Accrued vacation leave may be charged in regard to meeting course requirements.

### E. PROFESSIONAL ORGANIZATIONS AND CONFERENCES

Expenses for membership in professional organizations and attendance at conferences, beyond the allocated Professional Development amounts, may be covered by the district with prior approval of Superintendent or designee.

## F. <u>BUSINESS RELATED TRAVEL</u>

With pre-approval, the District will reimburse the employee for mileage reimbursement, based upon Federal Internal Revenue Service rates. All attempts shall be made to travel in the most cost-effective manner.