

**DASS Benefits Booklet for BOE Approval 6/20/2023**

**SECTION 1: PAID ABSENCE BENEFITS- A. VACATION LEAVE:**  
Modified more flexibility and avoid forced use of days

**Section III - Compensation recommendation of 3.25%. Addition of language addressing circumstances when equity adjustments are provided. Equity adjustment for David Hines is applicable.**

**Addition of authorized signature by Superintendent upon approval by the BOE**

SHENENDEHOWA CENTRAL SCHOOL  
Clifton Park, New York

BENEFITS BOOKLET

FOR

DISTRICT ADMINISTRATIVE  
SUPPORT STAFF

Compiled by the Office of Human Resources

Board of Education : pending BOE approval 6/20/2023  
Effective: 07/01/2023

This is not a collectively bargained contract. It is a delineation of benefits and protections afforded to the below 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.

## DISTRICT ADMINISTRATIVE SUPPORT STAFF

Aquatics Director	Charles Dunham
Asst. Director of Information Services	David Hines
Asst. Director of Transportation	Belinda Govich
Athletic Trainer	Erick Knizek
Director of Facilities	<b>Nedzad Cekic</b>
Director of Food Services	Katherine Headwell
Director of Transportation	Alfred Karam
District Treasurer/Asst SBO	<b>Vacant</b>
Human Resources Supervisor	Jennifer Cornell
Interim Director of Operations	Barbara Salecker
Purchasing Agent/Coordinator	Gregory Mayo
Research Assistant	Holly Greene
Research Assistant	Michele Carlson
Senior Accountant	Stephanie Drenchko

## Section 1

### **PAID ABSENCE BENEFITS**

#### A. VACATION

New employees are entitled to receive vacation time, prorated at the rate of one and three-quarter (1.75) days per month for each month remaining in the fiscal year, upon his/her date of appointment. New Employees may not use more than 10 vacation days in the first 12 months of employment. If the administrator is hired on or before the 15<sup>th</sup> of the month, credit will be given for that month. Vacation will also be prorated during the last year of employment.

Vacation may be accrued up to forty-two (42) days. Accumulated vacation days in excess of forty-two (42) will be lost as of November 2.

If, on any November 1<sup>st</sup> 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 21 days (Section 2 stipulates a total accrual of 42 days), at the per diem in effect as of that date, or those days otherwise will be lost.

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 existing daily rate.

B. HOLIDAYS

All employees are entitled to the following paid holidays, provided school is not in session in accordance with the 12-month holiday schedule:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Monday of Spring Recess  
Memorial Day  
Juneteenth

C. SICK LEAVE

Sick leave accruals for new employees shall be prorated for the number of full months worked during the first year, and credited on 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. The District shall provide annual sick leave of twelve (12) days each year. Sick leave may be accumulated to a maximum of two hundred forty (240) days.

An employee who has worked for the district for seven (7) or more years as a member of the DASS group shall be eligible for pay-out of up to twenty-five percent (25%) and not to exceed 30 days, of accumulated sick leave credits, at his/her per diem rate upon effectuating their resignation to the Board of Education with at least a 30-day notice.

D. PERSONAL BUSINESS LEAVE

The District shall provide annual personal business leave of four (4) 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 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. Prior approval from the Superintendent or designee is required prior to the use of personal business leave.

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

E. PERSONAL FAMILY ILLNESS LEAVE

The District shall provide annual personal family illness leave of three (3) 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 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.

Should personal family illness leave days be exhausted as a result of serious illness of an immediate family member (as defined in Section 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 a 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, step son/daughter, step sister/brother, 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

Information regarding sick leave, family illness leave, bereavement leave and a singular personal leave day shall be submitted electronically using WinCap Employee self-service portal. The completed electronic form shall be submitted within three (3) workdays of such absence whenever practicable. Advance notification of the absence to the applicable supervisor 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 WinCap Employee Self Service Portal 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.

H. Remote Work

Upon written request and sufficient documentation of need and purpose , the Superintendent may approve remote work on a case by case basis.

## **SECTION II**

### **UNPAID ABSENCE BENEFITS**

A. PERSONAL LEAVE

Personal leaves of unpaid absence may be granted at the discretion of the Superintendent.

B. CHILD-REARING LEAVE

**Certified**

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 childbirth. In such an event, the employee will be required to submit a certification of the period of disability from the attending physician.

**Classified**

Child rearing leaves of absence, up to one (1) year in length (as specified by Civil Service Law), will be granted. 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 childbirth. In such an 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<sup>st</sup> through June 30<sup>th</sup>, in years subsequent to the year of hire, shall be determined and recommended by the Superintendent to 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, 2023 through June 30, 2024, employees covered herein shall be compensated an amount recommended by the superintendent and approved by the Board of Education. The compensation amount last enacted shall stay in effect until formally changed and approved by the Board of Education. A salary increase of 3.25% was recommended by the Superintendent and approved by the Board of Education. There are circumstances when equity adjustments are warranted. Any such adjustments are reviewed by the BOE in executive session, and consensus reached by the BOE.

## **SECTION IV**

### **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 or 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 insurance 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. SHORT-TERM DISABILITY INCOME INSURANCE**

Under this plan, Short-term Disability ( SD) provides eligible employees with short-term benefits ( maximum 52 weeks ) when an employee gets injured or becomes disabled from work due to a non-work related illness or injury.

The employee must exhaust all sick time prior to receiving any disability payments. There is a 7 day waiting period after the first day of disability before disability payments would begin. Said plan shall not provide any benefits after such time as the employee would be eligible for long-term disability benefits. The disability benefit is 50% of the first \$1500 of the employees pre-disability earnings, reduced by deductible income. Short-term Disability ( SD) certificate available from the Benefits office.

C. 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 will 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.

D. HEALTH INSURANCE

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

The District will pay eighty (80%) percent of the cost of the health insurance premium (individual and family), effective January 1, 2022.

The following benefits apply:

- All CDPHP co-pays for services shall be twenty (\$20) dollars for each occurrence.
- As of January 1, 2019, the co-payment for CDPHP shall be thirty dollars (\$30.00) for each occurrence for Urgent Care, forty dollars (\$40.00) for Specialists, and one hundred dollars (\$100.00) for each occurrence for Emergency Room Care.
- All prescription drug co-pays shall be ten (\$10) dollars for generic and twenty (\$20) dollars for preferred brand name, thirty (\$30) dollars for non-preferred brand name.
- Mail order shall be zero (\$0) dollars/forty (\$40) dollars for generic and all other prescriptions, respectively.
- The major medical deductibles for the Empire Blue Cross/Blue Shield program shall be two hundred fifty (\$250) dollars/five

hundred (\$500) dollars. The lifetime maximum coverage under the Empire Blue Cross/Blue Shield program shall be an unlimited amount.

- 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).

#### Dental

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.

#### Vision

The District will pay the applicable individual rate for the provision of Eyemed vision care.

#### E. HEALTH INSURANCE BUYOUT

Employees, who have proof of alternate health insurance coverage, shall have the option of withdrawing from the District's health insurance plan or electing different coverage. Such employees must provide the District annually with proof of alternate health insurance coverage and shall execute any and all documents deemed necessary to qualify for the payment. A new employee, who initially declines enrollment in District health insurance coverage, and provides proof of alternate health insurance coverage at the time of hire, will be considered eligible for the health insurance buy-out.

The term "health insurance" includes medical and prescription coverage for purposes of the health insurance buyout.

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:

<u>Coverage Change</u>	<u>Amount</u>
Family or two person coverage to no coverage	\$2,000.00

Family or two person coverage to individual coverage	\$1,500.00
Individual coverage to no coverage	\$1,250.00
New hire to no coverage	\$1,250.00

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.

#### F. PREMIUM CONVERSION PLAN

The district has implemented 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 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 pretax earnings, and therefore, the employee's net contributions to the plan, in effect, will be less than the applicable employee contribution for health insurance and prescription drug coverage and dental insurance, as indicated above.

In the event Federal law is changed to no longer allow a premium conversion plan the District will pay the applicable employer percent share of the cost of the insurance premium (individual and family) for all

employees who participate in any health insurance program and dental insurance program.

G. 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.

H. 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.

I. EMPLOYEE ASSISTANCE PROGRAM

The District contracts with Deer Oaks EAP Services to 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 Benefits Office.

J. 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 V

### RESIGNATION AND RETIREMENT

#### A. RESIGNATION NOTICE

A DASS member who resigns for whatever purpose, or submits a letter of retirement from the district, shall provide a minimum 30-day notice, unless mutually agreed upon otherwise.

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

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

##### **Certified**

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 employees who joined on or after April 1, 2012. From April 1, 2012 through March 31, 2013, Tier 6 members contribute three and one-half (3 ½%) percent of their gross salary toward their retirement benefits. Beginning April 1, 2013, the contribution rate in a given school year is based upon regular compensation in the school year two years prior (or, for the first three school years, projected salary as provided by the employer, as follows:

<b>Wages</b>	<b>Contribution Rate</b>
\$45,000 or less	3%
More than \$45,000 to \$55,000	3.5%
More than \$55,000 to \$75,000	4.5%
More than \$75,000 to \$100,000	5.75%
More than \$100,000 to \$179,000	6%

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.

C. NEW YORK STATE EMPLOYEES' RETIREMENT SYSTEM (NYSERS)

**Classified**

1. All non-certified staff classified by the Civil Service are covered for membership in the NYSERS. There are six (6) retirement tiers in effect under the present NYSERS. Please contact the Office of Human Resources for more information.

a. Tier I - New Career Plan (Section 75-i): For members who joined prior to 7/1/73. Minimum retirement age is fifty-five (55) and members are not required to contribute.

a. Tier II - New Career Plan (Section 75-i): For members who joined between July 1, 1973 and July 26, 1976. Members are not required to contribute.

b. Tier III (Articles 14 and 15): For members who joined between July 27, 1976 and August 31, 1983. Effective October 1, 2000, until an employee either accrues ten (10) years of service credit or has been a member of the Retirement System for ten (10) years after their date of membership, employees are required to contribute three (3%) percent of their gross earnings toward their retirement benefits.

a. Tier IV (Article 15): For members who joined between September 1, 1983 and December 31, 2009. Effective October 1, 2000, until an employee either accrues ten (10) years of service credit or have been a member of the Retirement System for ten (10) years after their date of membership, employees are required to contribute three (3%) percent of their gross earnings toward their retirement benefits.

b. Tier V (Article 15): For members who joined between January 1, 2010 and March 31, 2012. Members are required to contribute three (3%) percent of their gross earnings toward their retirement benefits for all their years of public service.

c. Tier VI (Article 15): For employees who joined on or after April 1, 2012. Effective April 1, 2013, Tier 6 members are required to contribute a specific percentage of their gross earnings, as shown below, for all years of public service after their date of membership:

<b>Wages</b>	<b>Contribution Rate</b>
Up to \$45,000	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%
Over \$100,000	6%



2. 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 Office of Human Resources. The Office of Human Resources has beneficiary change forms for the retirement system.

3. 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. This section covers all six tiers in the retirement system.

D. SOCIAL SECURITY

Social Security pays benefits when you retire, become disabled or die. It also pays Medicare benefits. Other members of your family may also be eligible for benefits when you become entitled, though you must meet eligibility requirements for each benefit.

E. INCENTIVE

The employee will be reimbursed up to seventy (70) of accumulated, sick leave credits at his/her per diem rate upon effectuating their resignation for purposes of retirement to the Board of Education and the employee retires in accordance with the applicable rules and regulations of NYSERS or NYSTRS. The employee must have been employed a minimum of seven (7) years as a member of the DASS group in order to qualify for this incentive. This incentive is inclusive of the payout referenced in Section 1.C. It is **not** in addition to said payout

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.

Employees who retire with Capital District Physicians Health Plan medical insurance for two-person or family coverage shall receive such medical insurance coverage with the District contributing fifty (50%) percent of the two-person premium rate toward the payment of said insurance coverage.

If coverage is for more than individual coverage, the employee will pay the additional premium for 2-person coverage beyond the amount the district pays for individual coverage of the employee. 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.

To be eligible for survivor coverage, the employee must have a minimum of eight (8) years' service as a District employee on the effective 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.

#### H. 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.

## SECTION V

### OTHER BENEFITS

#### A. DIRECT DEPOSIT

You may have your entire paycheck automatically deposited into checking or savings accounts of participating institutions. Payroll Direct Deposit Authorization forms are available on Inside Shen or in the Payroll department.

#### B. TAX SHELTERED ANNUITIES (T.S.A)/403(B)

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

#### D. TUITION REIMBURSEMENT

Individuals will be eligible to receive reimbursement for tuition for up to two approved courses of study or training per year, 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 course must be shared with the Superintendent or designee in advance for approval for reimbursement, and must be demonstrably related to the employee's work for the District. The first part of the aforementioned statement, "directly relate to the person's present position" is explicitly clear. The later portion, "growth as an

employee", while not as explicit, refers to progress along a defined promotional line in the service of the current employer.

The reimbursement amount per credit shall be no greater than the rate per credit of comparable courses 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 Development & Conferences

Conferences and related expenses will be paid by the District, with prior approval of the Superintendent or designee.

A \$1,500 one-time payment shall be rendered for completion of Doctoral degree from an accredited institution.

F. BUSINESS RELATED TRAVEL REIMBURSEMENT

With pre-approval, the District will reimburse the employee for mileage reimbursement, based upon Federal Internal Revenue Service rates.

The DASS benefits booklet is reviewed annually by the Superintendent and approved by the Board of Education.



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Dr. L . Oliver Robinson, Superintendent of Schools

Date : June 21, 2023

Spreadsheet with individual compensation provided to the Business Office per BOE approval of this Benefit Booklet.

**-End of Benefit Stipulations-**