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#### **Contract Database Metadata Elements**

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Administrative  
Contract  
2008-2012



Hilton Central Schools

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PREAMBLE

1  
2  
3  
4  
5 THIS AGREEMENT is made this March 10, 2008 by and between Mr. David Dimbleby,  
6 Superintendent of Schools of the Hilton School District on behalf of the Hilton Central  
7 School Board of Education, (hereinafter referred to as the Board) and the Hilton Central  
8 School Administrative Association (hereinafter referred to as the Association).  
9

1  
2 ARTICLE 1 -- RECOGNITION  
3

4 The Board recognizes the Association as the exclusive bargaining agent for all  
5 certificated administrators of the Hilton Central School District. Excluded from the  
6 bargaining unit are the Superintendent of Schools, Assistant Superintendents and the  
7 non-instructional administrators. Such recognition shall extend to the maximum period  
8 allowed by law.  
9

10  
11 ARTICLE 2 -- WORK YEAR  
12

13 The work year for all administrators is twelve (12) months except for the Assistant  
14 Director and the Specialist positions which shall be 10-months. Ten (10) month  
15 employees will work all work days established in the District Calendar between  
16 September 1 through June 30 with additional days in July and August as approved by  
17 the Superintendent will be paid at 1/200 per day.  
18

19 Administrators and supervisors are expected to devote the necessary time and effort  
20 required to properly complete their assigned responsibilities. It is understood that such  
21 time and effort may exceed the limits of normal working hours.  
22

23  
24 ARTICLE 3 -- LEAVE OF ABSENCES  
25

26 3.1 PERSONAL LEAVE  
27

28 Days shall be available to each unit member to attend to emergencies or other  
29 urgent business, which cannot be transacted outside of school hours. Said  
30 days are not intended to be used as an extension of a vacation or holiday.  
31

32 A maximum of two (2) days per year will be allowed, notification to be submitted  
33 to the immediate supervisor forty-eight (48) hours in advance whenever  
34 possible. A specific reason shall not be required. The use of this time in half  
35 days is permissible.  
36

37 Under extenuating circumstances, additional time (with or without pay) may be  
38 granted. Such instances shall require the approval of the Superintendent of  
39 Schools.  
40

41 3.2 CHILD CARE LEAVE  
42

43 3.2.1 Paid Child Care  
44

45 Paid child care leave shall be defined as the use of available sick days,  
46 including the sick bank, for regularly scheduled work days that fall during the

1 established contract work year, due to physician designation of disability related  
2 to pregnancy/childbirth.

3  
4 To the extent that a physician designated disability period exceeds six (6)  
5 weeks post-partum for a natural birth, or eight (8) weeks post-partum for a  
6 caesarian birth, the employee shall provide written authorization for the School  
7 District Physician to make contact with their personal physician to discuss their  
8 medical condition. In the event the School Physician is in disagreement over  
9 the extension of the disability period, the District shall reserve the right to  
10 challenge the continuation of the use of paid time.

11  
12 An adopting parent and/or father shall be allowed to utilize a maximum of ten  
13 sick days following the birth or adoption of a child. Up to an additional ten sick  
14 days may be utilized to travel out of the country for the adoption of a child.  
15 Employees requesting such leave shall submit written notice of their request.

### 16 17 3.2.2 Unpaid Child Care Leave

18  
19 Leave will be granted for childcare purposes in conjunction with the birth or  
20 adoption of a child without pay upon written request for a period not to exceed  
21 two years.

22  
23 Employees must provide written notice to the Superintendent of the expected  
24 date of the leave as soon as possible but not less than 90 days prior to the  
25 commencement of the leave. It is understood that in the event of an adoption,  
26 90 day prior notice may not always be possible.

27  
28 No administrator shall be granted childcare leave for more than two (2)  
29 consecutive years.

## 30 31 3.3 BEREAVEMENT LEAVE

32  
33 In the event of the death of mother, father, spouse, daughter, son (natural,  
34 stepchild, or legally adopted), brother, sister, mother-in-law, father-in-law, or  
35 grandparent, a unit member shall be granted leave with pay up to three (3)  
36 days. In the event that the bereavement leave is for a location outside of the  
37 immediate area (Monroe, Orleans, Genesee, Wyoming, Livingston, Ontario,  
38 and Wayne Counties), a unit member shall be granted, upon request to the  
39 Superintendent of Schools, up to two (2) days additional leave.

40  
41 Upon the death of a near relative (aunt, uncle, cousin, brother-in-law, sister-in-  
42 law, niece, nephew, godchild), a unit member shall be granted a one (1) day  
43 leave with pay. Upon the death of a significant other, a unit member, with  
44 Superintendent's approval, shall be granted a one (1) day leave with pay.

1 Extension of the leaves with pay shall be granted upon the approval of the  
2 Superintendent of Schools on a case-by-case basis.

3  
4 Requests for such leave shall be made in writing (after the fact, if necessary).

5  
6 **3.4 RELIGIOUS OBSERVANCE**

7  
8 Unit members shall have up to two (2) days for religious observances upon a  
9 written request of the Superintendent of Schools. The Superintendent of Schools  
10 may extend days beyond the two (2) days, but can charge the additional day(s)  
11 against personal or sick leave. In the event the Superintendent does this, he/she  
12 will notify the unit member in advance.

13  
14 **3.5 PROFESSIONAL LEAVE**

15  
16 Professional Leave is defined as time awarded to a unit member for the purpose  
17 of professional growth. Its intent is to improve the quality of the administrator's  
18 ability to conduct his/her responsibilities, and it is also understood that the  
19 benefits from the growth will be applied to the district and provide a benefit to the  
20 district.

21  
22 To apply for a paid professional leaves, unit members must submit a written  
23 proposal to the Superintendent of Schools. The Board of Education upon the  
24 recommendation Superintendent reserves the exclusive right to approve paid  
25 leaves. The length of the leave and the compensation associated with the leave  
26 will be determined by the Board of Education upon the Superintendent's  
27 recommendation.

28  
29 Unit members granted paid professional leaves will be required to return to the  
30 District for a period up to three (3) years of service. The Superintendent may  
31 waive or reduce the 3 year requirement upon a recommendation to the Board of  
32 Education.

33  
34 The Superintendent of Schools will determine the amount of repayment by the  
35 unit member if he/she does not fulfill the 3 year commitment.

36  
37 **3.6 UNPAID PERSONAL LEAVE**

38  
39 Unpaid personal leaves of absence for family obligations and personal reasons  
40 may be granted by the district to any administrator upon approval by the  
41 Superintendent of Schools. Normally such leaves will not be granted for more  
42 than one year.



ARTICLE 4 -- SICK LEAVE

1  
2  
3 4.1 Accumulation of Sick Leave  
4

5 Unit members will be awarded 15 sick days annually. Supplementary days will  
6 be awarded each year for unused sick leave at the rate of one (1) supplemental  
7 day for each unused day but total days shall not exceed two hundred sixty (260)  
8 days for twelve (12) month and two hundred and twenty days for ten (10) month  
9 employees.

10  
11 Any sick leave accumulated as a teacher in the Hilton School District will be  
12 carried over when a person is promoted to an administrative position.

13  
14 4.2 Sick Leave Bank  
15

16 An emergency Sick Leave Bank will be established for administrative personnel.  
17 The purpose of the bank will be to provide members of the Association with  
18 additional sick days in case of serious illness/or serious injury. The maximum  
19 number of days that can be accumulated in this bank will be 100. Administrators  
20 who have accumulated their maximum number of sick days can contribute  
21 additional unused sick days to this bank. If the sick bank drops below 40 days  
22 during the school year, each unit member will be required to donate 1 day per  
23 assessment. Individual usage of the sick bank days will be determined by the  
24 Superintendent of Schools or his designee and Association President.

25  
26 4.2.1 Procedures for the Request and Utilization of Additional Sick Days  
27

28 a Request In Writing

29 An administrator who has exhausted his/her accumulated sick days, will  
30 request in writing use of sick days from the Administrative Sick Bank.  
31

32 b Included in Request

33 The request must be put in writing to the Superintendent of Schools. The  
34 request should identify the appropriate number of sick days needed and  
35 must be accompanied by a physician's statement identifying the extent of  
36 the illness and the expected recovery period.  
37

38 c Review Process

39 The Superintendent of Schools or his designee and the President of the  
40 Association will review the request and determine if sick day usage from the  
41 bank should be authorized. The sick bank will be administered jointly  
42 between the Superintendent of Schools and President of the Association. If  
43 granted, the administrator will be notified of the number of sick days which  
44 will be extended to him/her. The district's authorization will normally not  
45 exceed sixty (60) sick days during a school year.

1  
2 d Additional Days

3 After the administrator has returned to work, the use of the additional sick  
4 days will be terminated.

5  
6 e Reassessment

7 Reassessment for the bank will take place as needed.  
8  
9

10 ARTICLE 5 -- VACATION TIME

11  
12 5.1 Ten-month (10) unit members are not eligible for vacation days. Twelve-month  
13 (12) unit member shall receive vacation days based on the following schedule:

- 14  
15 1. Five (5) years of professional service credit 20 days  
16 2. More than five (5) years of professional service credit 25 days  
17

18 Professional service is defined as employment in the Hilton Central School  
19 District as a teacher or administrator and employment outside of the district as an  
20 administrator.

21  
22 Vacation day allotments for the year will be pro-rated during the first and last year  
23 of employment.  
24

25 These vacation days may be taken at any time during the year as best suits the  
26 educational program, and at any number of days up to the maximum with the  
27 approval of the Superintendent of Schools or designee.  
28

29 5.2 Vacation Carry-over

30  
31 A maximum 50 days of vacation time may be accrued and carried forward in a  
32 Vacation Trust. Unit members will use current days earned for vacation during  
33 the current year of employment and if additional days are needed, the unit  
34 member may use days from the vacation trust.  
35

36 5.3 Variance

37  
38 In the event that an individual has experienced unusual circumstances,  
39 consideration will be given by the Superintendent for variances to this policy  
40 upon request.  
41

42 5.4 Prior Approval

43  
44 All vacation days must be requested and approved in advance.  
45  
46

1 ARTICLE 6 -- HOLIDAYS

2  
3 Twelve-month administrators will receive the following paid holidays:

- 4 1. New Year's Day 9. Thanksgiving Day  
5 2. Washington's Birthday 10. Day after Thanksgiving Day  
6 3. Good Friday 11. Christmas Day  
7 4. Memorial Day 12. Martin Luther King Day  
8 5. Fourth of July 13. Three (3) Floating Holidays  
9 6. Labor Day (to be determined by Supt. of Schools  
10 7. Columbus Day when schools are closed)  
11 8. Veteran's Day  
12

13 ARTICLE 7 -- INSURANCE

14  
15  
16 7.1 Medical Insurance Plan

17 The District will make available to unit member's new or different health  
18 insurance carriers and/or health insurance plans/programs in the event any of the  
19 current health insurance carrier(s) and/or plans/programs are discontinued, or in  
20 the event of a change in the third-party administrator.  
21

22 Currently, the District will make available to employees the following health care  
23 coverage options: RASHP I (Blue Cross/Blue Shield/Blue Million) and RASHP II,  
24 currently known as Blue Point 2 products. The District will offer all products  
25 available through the RASHP II consortium which currently include Blue Point 2  
26 Extended, Select, and Value.  
27

28 The District will pay the dollar equivalent of 80% of the Blue Point 2 Select  
29 Premium. Employees enrolling in a more costly plan will pay 100% of the  
30 additional premium expense for the coverage. Employees enrolling in a less  
31 costly plan shall still be entitled to the applicable dollar equivalent of the Blue  
32 Point 2 Select premium, up to 100% of the cost of the plan paid for by the  
33 District.  
34

35 7.2 Dental and Vision Coverage

36 The District will make available dental and vision coverage in which the unit  
37 member will pay 100% of the premium.  
38

39 7.3 Prolonged Illness

40  
41 The District will continue to pay the premiums to a plan mutually agreed upon by  
42 the Association and the District during a prolonged illness, but not to exceed  
43 twelve (12) months after the expiration of the accumulated sick leave.  
44

1 ARTICLE 8 -- PROFESSIONAL GROWTH

2  
3 8.1 Philosophy

4 It is in the best interest of the District that its administrators are supported in  
5 their effort to continuously improve their performance. Professional  
6 development is an important part of that support. Professional growth can be  
7 aided in many ways including, but not limited to the following: college work, staff  
8 development, workshops, conferences, and visitations. The District agrees to  
9 continue to promote and support these activities, within the restrictions of  
10 budgetary appropriation.

11 8.2 Tuition Reimbursement

12 Unit members are eligible to receive a 100% reimbursement for the tuition and  
13 related fees for approved courses, study or training if directly related to the unit's  
14 position. Such courses must be approved in advance by the Superintendent of  
15 Schools and the unit member must complete the courses with a satisfactory  
16 grade in order to qualify. The reimbursement will be limited to nine (9) semester  
17 hours per year.

18  
19 8.3 Variance

20 Under extenuating circumstances, reimbursement for additional hours may be  
21 granted. Such instances shall require the approval of the Superintendent of  
22 Schools.

23  
24 ARTICLE 9 -- COMPENSATION

25  
26  
27 9.1 Concept

28  
29 The compensation package shall consist of two parts: Part I-is the calendar  
30 compensation increase. Part II-is tied to: a) accomplishment of individual and  
31 pre-established goals, and b) student performance merit system with measurable  
32 student performance benchmarks. Part I and Part II-a will be applied in the  
33 calculation of the unit member's base pay for the subsequent work year as  
34 described below.

35  
36 9.2-a Part I -- Calendar Year Raises

37  
38 On January 1 of each year of this agreement the previous years' base salary  
39 shall be increased by 3.25 percent.

40  
41 9.2-b Part II – Goals & Student Performance Merit Increase

42  
43 On or about January 1 each year, the Superintendent of Schools, or his  
44 designee, will conference with each current administrator to discuss the  
45 accomplishment of the administrator's goals and the New York State Student

1 Performance results from the prior year. The Superintendent will award up to  
 2 \$1,000 for merit pay for achieving the unit member's goals (Part II-a) for the year  
 3 which will be added to the base wage. In addition, the Superintendent will award  
 4 up to \$1,200 in merit pay for student performance (Part II-b), which will not be  
 5 added to the employee's base wage.

6  
 7 **9.2-c Career/Longevity Incentive**

8  
 9 The District recognizes the importance of sustaining educational leadership.  
 10 Therefore, the District will make a Career /Longevity payment in the amounts  
 11 listed below to each Administrative Unit member who attains the following  
 12 continuous number of years of eligibility as an administrator. The benefit will be  
 13 a one-time payment following the achievement date  
 14

Completed Years	Amount Paid
7 years	\$500.00
10 Years	\$750.00
14 Years	\$1,000.00
18 Years	\$1,250.00

15  
 16 Unit members will receive longevity payments upon written request to the  
 17 Assistant Superintendent for Human Resources.

18  
 19 **9.3 Starting Salary Levels**

20  
 21 Minimum starting salary levels have been established to for each position, as  
 22 follows:  
 23

Level	2008	2009	2010	2011	2012
A	\$72,000	\$74,000	\$76,000	\$78,000	\$80,000
B	\$68,000	\$70,000	\$72,000	\$74,000	\$76,000
C	\$65,000	\$66,000	\$67,000	\$68,000	\$69,000
D	\$62,000	\$63,000	\$64,000	\$65,000	\$66,000
E	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000

24  
 25  
 26 Level A High School Principal  
 27 Level B Director, Elementary and Middle School Principal  
 28 Level C Middle and High School Assistant Principals  
 29 Level D Elementary Assistant Principal and Assistant Director  
 30 Level E Specialist (10-month position)  
 31

1 9.4 Other Compensation Adjustments

2  
3 Adjustments may be made to an administrator's salary when there is a change in  
4 position, which is initiated by the Superintendent of Schools and involves  
5 significantly greater administrative responsibilities as determined by the  
6 Superintendent of Schools, in consultation with the Association President.

7  
8 9.5 Fringe Benefit Plan

9  
10 The district shall establish an account for the purpose of providing health  
11 insurance, other insurance and other benefits. Each member will have available  
12 a total of the following amounts for the covered year from January 1 to  
13 December 31:

Year	Amount
2008	\$6,872
2009	\$6,872
2010	\$6,872
2011	\$6,940
2012	\$7,240

14  
15  
16 The operation of this fund is described in the addendum. The amount will be pro-  
17 rated during the last year of employment.

18  
19  
20 ARTICLE 10 -- TRANSFER OF ADMINISTRATION TO OTHER POSITIONS

21  
22 The Board may transfer administrators with their areas(s) of tenure from one  
23 administrative position to another upon the recommendation of the  
24 Superintendent of Schools. Thirty (30) days notice of the intended transfer must  
25 be provided.

26  
27 ARTICLE 11 – RETIREMENT BENEFITS

28  
29 11.1-a Eligibility

30  
31 Unit members who have been employed with Hilton Central School District five  
32 (5) full years immediately proceeding retirement and who retire through the NYS  
33 Teacher's Retirement System and/or the Federal Social Security System shall be  
34 eligible for this benefit. The Superintendent may grant service credit for previous  
35 administrative experience.

36  
37 Retirement to occur no sooner than the first full year of eligibility for retirement  
38 (currently age 55 for all tiers) under the applicable tier of the New York State  
39 Teachers Retirement System. Tier 2, 3 or 4 members who wish to retire with a

1 penalty are eligible for the retirement incentive. (i.e. A Tier 4 member, who may  
2 retire after reaching age 55, but is subject to a reduction in benefits until they  
3 either attain thirty years of service or age 62, is eligible to receive the retirement  
4 incentive any year between age 55 and the year in which their retirement benefits  
5 are no longer subject to reduction)  
6

7 11.1-b Written Resignation  
8

9 Submit irrevocable written retirement resignation to the Board at least five (5)  
10 months prior to the effective date of retirement.  
11

12 11-1-c Payment/Distribution Process  
13

14 Unit members will receive the retirement incentive and the sick day payment in  
15 the 403B Discriminatory Plan as agreed upon between the District and the  
16 Association. The vacation buyout will be paid in a lump sum payment to be  
17 made approximately one month after retirement from the District  
18

19 11.2 Retirement Incentive  
20

21 The District will offer a one-time only retirement incentive to members of the  
22 bargaining unit who meet the eligibility requirements. Payment will be thirty-five  
23 thousand dollars (\$35,000). Payment will be made in one lump sum during the  
24 month of July or January succeeding the unit member's year of retirement to a  
25 qualified 403(b) plan as outlined in the appendix as allowed by the law.  
26

27 11.3 Sick Day Maximum Payment

28 Maximum payment is the accumulation of up to 260 sick days. The pay rate  
29 shall \$58 per accumulated sick day not to exceed 260 total days.  
30

31 11.4 Vacation Day Maximum Payment

32 Unused vacation days during the unit members last year of employment and all  
33 vacation days in the unit member's vacation trust will be paid out at retirement  
34 from the District at the per diem rate of pay during their final year of employment.  
35

36 11.5 Medical Coverage for Retirees  
37

38 11.5-a Benefit Term  
39

40 The benefit term is for fifteen (15) years, starting no sooner than age fifty-five  
41 (55).  
42

43 11.5-b Board Share  
44

45 District contribution will be at a rate of the dollar equivalent of 70% of Blue Point  
46 2 Select

1 11.5-c Medicare Eligible  
2

3 Upon reaching eligibility for Medicare benefits, the District contribution shall be  
4 limited to the 70% of the cost of the Medicare/Blue Choice Plan, or its successor,  
5 offered by the District.  
6

7  
8 ARTICLE 12 – LIABILITY  
9

10 The Board of Education will be responsible for protecting the administrator against  
11 civil or criminal action taken against him/her growing out of any action taken by  
12 him/her in the regular performance of his duties.  
13

14  
15 ARTICLE 13 -- SERVICE AS CONSULTANTS  
16

17 Administrators may be granted time away from the district to serve as consultants.  
18 Granting of this time will be on an individual basis and at the discretion of the  
19 Superintendent of Schools at the request of the administrator. Any remuneration  
20 in excess of personal expenses will be returned to the school district unless the  
21 administrator is on vacation.  
22

23  
24 ARTICLE 14 -- GRIEVANCE PROCEDURE  
25

26 A grievance is defined as a claimed violation of a specific provision of this  
27 agreement. As a condition precedent to the use of this procedure, a grievance  
28 must be reduced to writing and received by the Assistant Superintendent for Human  
29 Resources not later than ten business days after the acts or omissions giving rise to  
30 the grievance first occurred.  
31

32 The Assistant Superintendent for Human Resources shall consider the grievance  
33 and attempt to resolve the same informally. However, if the grievance is not  
34 resolved, he shall render a written decision within ten calendar days after his receipt  
35 of the written grievance.  
36

37 Within ten calendar days after an adverse decision by the Assistant Superintendent  
38 for Human Resources (or within ten business days after the last day such a  
39 decision could have been rendered if a written decision is not forthcoming), a  
40 written appeal may be filed with the Superintendent of Schools. The  
41 Superintendent shall consider the matter and may meet with the aggrieved party  
42 and Association representatives if he deems appropriate. The decision of the  
43 Superintendent of Schools shall be final. If the matter is not resolved, a written  
44 decision shall be rendered within twenty business days following receipt by the  
45 Superintendent of the appeal.



1  
2 After the decision has been rendered, the Superintendent of Schools shall report  
3 his/her decision to the Board of Education at the next available Board meeting in  
4 executive session. A representative of the Association may be in attendance at that  
5 executive session.  
6

7  
8  
9 ARTICLE 15 -- EVALUATION

10  
11 15.1 Annual Evaluation

12  
13 The Superintendent or his designee will review at least annually with each  
14 administrator his/her evaluation and recommendation.  
15

16 15.2 Based on Job Description And Goals

17  
18 The evaluation will consist of a review of the job description and goals developed  
19 by the administrator and agreed upon by his/her supervisor.  
20  
21  
22

23 ARTICLE 16 -- CREDIT FOR ADMINISTRATIVE EXPERIENCE

24  
25 Return to Teaching

26 Any member of the Hilton Administrator's Bargaining Unit with more than five (5)  
27 years of experience in that unit, who upon approval of the Superintendent of  
28 Schools, returns to the teachers' bargaining unit, will receive one (1) year credit  
29 of service on the salary agreement for every year s/he has been an  
30 administrator. Seniority would not be accrued with the transfer.  
31  
32  
33

34 ARTICLE 17 -- ATTENDANCE BY DEPENDENTS

35  
36 Administrators who reside outside the district and choose to have their children  
37 educated in the Hilton Central Schools will not be charged tuition. The district will not  
38 provide transportation.  
39  
40  
41

42 ARTICLE 18 -- EFFECTIVE DATE AND TERM

43  
44 This Amended Agreement shall be effective January 1, 2008 and continues in full force  
45 and effect until midnight December 31, 2012 and from year to year thereafter unless on

1 or before February 15, but no sooner than January 1, prior to the expiration date, either  
2 party shall request in writing to the other party that negotiations be opened. The first  
3 negotiating session will be held as close as possible to February 15.

4  
5 **Signing of Contract**

6  
7 **IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands and seal  
8 this

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

\_\_\_\_\_  
David Dimbleby  
Superintendent of Schools

\_\_\_\_\_  
Daniel Talany  
President, Hilton Central School  
Administrative Association

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

Addendum

- 1
- 2
- 3
- 4
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**HILTON CENTRAL SCHOOLS**  
**FLEXIBLE SPENDING ARRANGEMENT**

1 April, 1999  
2 **FOREWORD**

3  
4  
5 The HILTON CENTRAL SCHOOLS FLEXIBLE SPENDING ARRANGEMENT  
6 ("the Plan") is designed to provide you the choice of how to spend your annual  
7 allowance between a number of benefit options. The amount of your allowance is  
8 dependent upon whether you are participating in a split dollar life insurance program. If  
9 you are, your allowance is the amount of listed in article XVII – Fringe Benefit Plan less  
10 your split dollar life insurance premium amount. If you do not participate in a split dollar  
11 life insurance program, your allowance is recorded in Article XVII. You must use a  
12 portion of your allowance to purchase term life insurance and long term disability  
13 insurance. You may use the: balance of your allowance to choose among medical  
14 insurance premiums, or reimbursement of medical/dental/vision expenses. Alternatively  
15 you may take the cash difference between the value of the fringe and the cost of the  
16 mandatory benefits or you may take this amount in the form of a TSA.

17  
18 When you elect to have a portion of your allowance applied towards the cost of  
19 medical insurance premiums or the reimbursement of medical/dental/vision care  
20 expenses, you are not required to pay any income taxes on these amounts. The portion  
21 of your allowance applied to term life insurance and long-term disability insurance is  
22 also not subject to current income taxation

23  
24 The purpose of this booklet is to highlight the most important points of your Plan. Please  
25 read it carefully and keep it with your permanent records. Hopefully, this booklet will  
26 provide you with a clearer understanding of the benefits available to you by presenting  
27 the Plan's features simply and concisely. You should realize that the Plan itself also  
28 consists of the contracts for insurance under which certain benefits of the Plan are  
29 provided. If there is any difference between the wording of this booklet and the policy  
30 document constituting the Plan, such policy documents will govern.

31  
32 **DEFINITIONS:**

- 33  
34 1. Employee: Any individual employed by the Employer on its full time  
35 administrative staff who is covered by the collective bargaining agreement with  
36 the Hilton Administrative Association, but excluding any individual who is an  
37 independent contractor, a temporary or seasonal employee or a leased  
38 employee.  
39  
40 2. Employer: Hilton Central School District.  
41  
42 3. Allowance: As set forth from time to time in the collective bargaining agreement  
43 between the Employer and the Hilton Administrative Association; provided,  
44 however, the Allowance for any Employee shall be reduced by the amount, if  
45 any, of the premiums paid on behalf of such Employee under the Employer's  
46 split dollar life insurance program.

1  
2 **SPLIT DOLLAR LIFE INSURANCE:**  
3

4 If an Employee participates in the split dollar life insurance program, then the  
5 amount of the premium paid by the Employer as part of such program shall reduce the  
6 Allowance available under this Plan. An Employee may participate in the split dollar life  
7 insurance program by entering into a split dollar life insurance agreement upon such  
8 terms and conditions as the Employer and the Employee shall agree. Split dollar life  
9 insurance benefits are offered outside the scope of this Plan and are relevant to the  
10 Plan only in determining the Allowance available to such Employee hereunder.  
11

12 **MANDATORY BENEFITS:**

13 1. Benefits Available Under Long-Term Disability Insurance Policy.  
14

15 An Employee must participate in the long-term disability program. The cost of  
16 this benefit is determined annually and will be paid from the Employee's Allowance.  
17 After 180 days of short- term disability, an Employee is eligible to apply for and collect  
18 long term disability benefits. These benefits generally will continue until you reach age  
19 65. The maximum insurance coverage, subject to the Employee's percentage of total  
20 disability as determined by the disability insurance carrier, provides a benefit of 50% of  
21 basic monthly earnings (determined via reference to the W-2 form received from the  
22 Employer for the calendar year prior to the date of disability) up to a maximum of  
23 \$5,000/month.  
24

25 2. Benefits Available Under Group Term Life Insurance Policy  
26

27 An Employee must participate in the group term life insurance under the Plan.  
28 The cost of this benefit is determined annually and will be paid from the  
29 Employee's Allowance. Term life insurance is provided for all Employees  
30 immediately upon their hire date coverage of \$50,000 .  
31  
32

33 **BENEFITS YOU MAY ELECT TO RECEIVE IN LIEU OF CASH:**  
34

35 1. Medical Insurance Premiums.  
36

37 Employees may elect to obtain medical health insurance coverage under one of  
38 the group health plan contracts or plans maintained by the Employer. If you elect to do  
39 so, your Allowance will automatically be reduced by the total premium cost of coverage  
40 you have selected net of the amount, if any, the Employer contributes on your behalf  
41 for this coverage. All Employees are eligible for this benefit from their date of hire or the  
42 first day of the month following their date of hire, as specified in the medical insurance  
43 contracts.  
44

45 2. Medical/Dental/Vision Expense Reimbursement.  
46

1 Employees may elect to apply a portion of their Allowance towards the cost of  
2 certain medical care expenses not reimbursed through insurance. Medical care  
3 expenses are amounts paid for the diagnosis, cure, mitigation, treatment, or prevention  
4 of disease, or for the purpose of affecting any structure or function of the body. Medical  
5 care expenses shall include expenses for routine and extraordinary physical, mental  
6 and dental examinations, surgery, vision care, psychiatric care, hospitalization, drugs  
7 and medicines, therapeutic, orthopedic, and prosthetic aids and devices, medical  
8 insurance, transportation primarily for and essential to medical care, and all other  
9 expenses that are considered to be for medical care as that term is used in Section  
10 105(b) of the Internal Revenue Code.

11  
12 Unless an individual has a change in family status that entitles the Employee to  
13 change his or her election, the elected amount for medical care expense  
14 reimbursement may not be reduced below the amount of reimbursement already paid  
15 to the individual during the plan year. Eligible individuals may begin and/or cease  
16 participation in this benefit only upon their initial date of hire, the beginning of the plan  
17 year, and/or a change in family status.

18  
19 Upon providing the proper required documentation, reimbursement will be made  
20 directly to the third party provider. To be eligible for reimbursement, the expenses must  
21 be incurred (but not necessarily billed or paid) during the plan year and the period of  
22 the Employee's participation in the Plan.

23  
24 Individuals have an additional 90 days after the end of the plan year to submit a  
25 claim for reimbursement of expenses incurred during the plan year. If an individual's  
26 participation in the plan terminates during the plan year due to (a) death or (b)  
27 termination of employment with the Employer, the individual also has an additional 90  
28 days after termination date to submit a claim for reimbursement of expenses incurred  
29 on or prior to their termination date.

1 **TAXABLE BENEFITS:**

2  
3 1. Cash Outlay/Insurance Coverage.

4  
5 An Employee may elect to use some or all of his or her Allowance for the purchase of a  
6 whole life insurance policy on the Employee's life. If such an election is made, the entire  
7 amount  
8 of the premium paid each year will be taxable income to the Employee reported on the  
9 Employee's Form W-2. In addition, an Employee may elect to receive a cash outlay  
10 from his Allowance; provided, however, such cash outlay **may not exceed the**  
11 **difference between the value of the fringe and the cost of the mandatory benefits.**  
12 in any year. The amount of any cash outlay is reportable on the Employee's Form W-2.

13  
14 **CLAIMS PROCEDURE**

15  
16 The following procedure governs claims for benefits under the Plan:

17  
18 a. A written request for a Plan Benefit made by an employee is a claim; the  
19 person making such a claim is a Claimant.

20  
21 b. To make a claim, you must file your written request for benefits with the  
22 Plan Administrator who will, within 30 days, either accept or deny (wholly or  
23 partially) the claim. The Plan Administrator will notify you of his decision. The 30-  
24 day period may be extended for another 90 days if special circumstances require  
25 such an extension. You will be informed in writing of the reasons for an  
26 extension, and the date on which a final decision is expected, prior to the  
27 expiration of the initial 30-day period.

28  
29 If the claim is wholly or partially denied, you will be furnished with a written notice  
30 setting forth:

- 31  
32 i. the specific reason(s) for denial;
- 33  
34 ii. specific reference(s) to pertinent Plan provisions on which any  
35 denial is based;
- 36  
37 iii. a description of any additional material or information; and
- 38  
39 iv. an explanation of the Plan's review procedures.

40  
41  
42 c. If you do not receive notification of acceptance, denial or extension within  
43 30 days from submission of your claim, you may request review as if your claim  
44 had been entirely denied.

1 d. If your claim is denied, you are entitled, either in person or by your duly  
2 authorized representative, to:

- 3
- 4 i. request a review of your claim by the Committee upon written  
5 application for review made to the Committee. Any such request  
6 for review must be made within 60 days after you receive written  
7 notice that your claim is denied;
  - 8 ii. review pertinent documents relating to the denial; and
  - 9 iii. submit issues and comments in writing.
- 10  
11  
12

13 e. The Committee shall make its decision with respect to your claim not later  
14 than 60 days after receipt of your request for review. This 60-day period may be  
15 extended another period of 60 days if the Committee reviewing your claim finds  
16 that special circumstances require an extension of time for processing. You will  
17 be informed in writing of the reasons for any extension prior to the expiration of  
18 the initial 60-day period. The final decision of the Committee will be in writing,  
19 and will set forth specific reasons for the decision and make specific references  
20 to the pertinent Plan provisions on which the decision is based.

21

## 22 RIGHTS AND PROTECTIONS

23  
24 As a Participant in this Plan, you are entitled to certain rights and protections  
25 under the Employee Retirement Income Security Act of 1974 (ERISA). This law  
26 provides that you shall be entitled to:

27

- 28 a. Examine, without charge, at the Plan Administrator's office and at other  
29 specified locations, such as work sites, all Plan documents, including insurance  
30 contracts, collective bargaining agreements, and copies of all documents filed by  
31 the U.S. Department of Labor, such as detailed annual reports and Plan  
32 descriptions.
  - 33  
34 b. Obtain copies of all Plan documents and other Plan information upon written  
35 request to the Plan Administrator. The Administrator may make a reasonable  
36 charge for the copies.
  - 37  
38 c. Receive a summary of the Plan's annual financial report, if required. The  
39 Plan Administrator is required by law to furnish each Participant with a copy of  
40 this summary annual report.
- 41

## 42 FIDUCIARY OBLIGATIONS

43  
44 In addition to creating rights to Plan participants, ERISA imposes duties upon the  
45 people who are responsible for the operation of the employee benefit plan.



1  
2       The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to  
3       do so prudently and in the interest of you and other Plan participants and  
4       beneficiaries.

5  
6       No one, including your employer, or any other person, may fire you or otherwise  
7       discriminate against you in any way to prevent you from obtaining a pension benefit or  
8       exercising your rights under ERISA. If your claim for a pension benefit is denied in  
9       whole or in part, you must receive a written explanation of the reason for the denial. You  
10      have the right to have your claim reviewed and reconsidered.

11  
12      Under ERISA, there are steps you can take to enforce the above rights. For instance, if  
13      you request materials from the Plan and do not receive them within 30 days, you may  
14      file suit in a federal court. In such a case, the court may require the Plan Administrator  
15      to provide the materials and pay you up to \$ 100 a day until you receive the materials,  
16      unless the materials were not sent because of reasons beyond the control of the  
17      Administrator.

18      If you have a claim for benefits which is denied or ignored, in whole or in part,  
19      you may file suit in a state or federal court. If it should happen that Plan fiduciaries  
20      misuse the Plan's money, or if you are discriminated against for asserting your rights,  
21      you may seek assistance from the U.S. Department of Labor, or you may file suit in a  
22      federal court. The court will decide who should pay court costs and legal fees. If you  
23      are successful, the court may order the person you have sued to pay these costs and  
24      fees. If you lose, the court may order you to pay these costs and fees, for example, if it  
25      finds your claim is frivolous.

26  
27      If you have any questions about your Plan, you should contact the Plan  
28      Administrator. If you have any questions about this statement or about rights under  
29      ERISA, you should contact the nearest Area Office of the U.S. Labor-Management  
30      Services Administration, Department of Labor.

31  
32      PLAN ADMINISTRATOR/COMMITTEE

33  
34      The Plan provides that a Plan Administrator shall be appointed by the Employer.  
35      The Plan Administrator will have complete control of the administration of the Plan and  
36      determine all questions relating to benefits and eligibility of employees to participate in  
37      it. The Plan Administrator may appoint a Committee to review requests to examine  
38      claims denied or partially denied by the Plan Administrator. You may inquire as to the  
39      current makeup of the members of the Committee.

40  
41      INFORMATION REGARDING THE PLAN

42  
43      The Plan Administrator will be happy to answer or obtain the answers to any  
44      question you have regarding your rights and benefits under this Plan. In this regard,  
45      you are advised that if you wish to terminate your employment with the firm, you should

1 check with the Plan Administrator to determine the effect of your termination upon your  
2 rights and benefits under the Plan.

3  
4 Hopefully this summary has answered most of your questions about the Plan. If  
5 you have further questions, you may look at the Plan during normal business hours, or,  
6 if you would like your own copy of the Plan, please inquire with your Plan Administrator.  
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21 **GENERAL PROVISIONS**

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23  
24 **Name of Plan:** HILTON CENTRAL SCHOOLS  
25 FLEXIBLE SPENDING  
26 ARRANGEMENT  
27  
28 **Employer:** HILTON CENTRAL SCHOOL DISTRICT  
29 225 West Avenue  
30 Hilton, New York 14468  
31 Telephone:  
32  
33 **Plan Administrator:** Steven V. Ayers, Assistant  
34 Superintendent for Business Operations  
35  
36  
37 **Agent for Service of** HILTON CENTRAL SCHOOL  
38 **DISTRICT**  
39 **Legal Process:**  
40  
41 **Employer Identification Number:** 16-6001804  
42  
43 **Plan Number:** 001  
44  
45 **Effective Date of Restated Plan:** January 1, 1999  
46  
47

i Plan Year:

January 1 - December 31