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**HILTON CENTRAL SCHOOL  
DISTRICT  
AND  
HILTON CENTRAL SCHOOL  
CERTIFIED  
ADMINISTRATORS'  
ASSOCIATION  
CONTRACT**

*January 1, 2013 – December 31, 2015*

Administrators' Association

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**PREAMBLE**

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THIS AGREEMENT is made this December 5, 2012 by and between Mr. David Dimbleby, Superintendent of Schools of the Hilton School District on behalf of the Hilton Central School Board of Education, (hereinafter referred to as the Board) and the Hilton Central School Certified Administrator Association (hereinafter referred to as the Association).

1 ARTICLE 1 -- RECOGNITION

2  
3 The Board recognizes the Association as the exclusive bargaining agent for all  
4 certificated administrators of the Hilton Central School District. Excluded from the  
5 bargaining unit are the Superintendent of Schools, Assistant Superintendents,  
6 Executive Director and the non-instructional administrators. Such recognition shall  
7 extend to the maximum period allowed by law.  
8

9  
10 ARTICLE 2 -- WORK YEAR

11  
12 Twelve (12) Month Unit Member -- The work year for all administrators is twelve (12)  
13 months. This will include all Principals, Directors and may include Assistant Principals.  
14

15 Ten (10) Month Unit Members – The work year will be all work days established in the  
16 District Calendar between September 1 and June 30 with additional days as approved  
17 by the Superintendent paid at 1/200 per day. This will include all Assistant Directors,  
18 Specialists and may include Assistant Principals.  
19

20 Administrators and supervisors are expected to devote the necessary time and effort  
21 required to properly complete their assigned responsibilities. It is understood that such  
22 time and effort may exceed the limits of normal working hours.  
23

24  
25 ARTICLE 3 -- LEAVE OF ABSENCES

26  
27 3.1 PERSONAL LEAVE

28  
29 Days shall be available to each unit member to attend to emergencies or other  
30 urgent business, which cannot be transacted outside of school hours. Said  
31 days are not intended to be used as an extension of a vacation or holiday.  
32

33 A maximum of two (2) days per year will be allowed, notification to be submitted  
34 to the immediate supervisor forty-eight (48) hours in advance whenever  
35 possible. A specific reason shall not be required. The use of this time in half  
36 days is permissible.  
37

38 Under extenuating circumstances, additional time (with or without pay) may be  
39 granted. Such instances shall require the approval of the Superintendent of  
40 Schools or designee.  
41

1 3.2 CHILD CARE LEAVE

2  
3 3.2.1 Paid Child Care

4  
5 Paid child care leave shall be defined as the use of available sick days,  
6 including the sick bank, for regularly scheduled work days that fall during the  
7 established contract work year, due to physician designation of disability related  
8 to pregnancy/childbirth.

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

17  
18 An adopting parent and/or father shall be allowed to utilize a maximum of ten  
19 sick days following the birth or adoption of a child. Up to an additional ten sick  
20 days may be utilized to travel out of the country for the adoption of a child.  
21 Employees requesting such leave shall submit written notice of their request.

22  
23 3.2.2 Unpaid Child Care Leave

24  
25 Leave will be granted for childcare purposes in conjunction with the birth or  
26 adoption of a child without pay upon written request for a period not to exceed  
27 two years.

28  
29 Employees must provide written notice to the Superintendent or designee of the  
30 expected date of the leave as soon as possible but not less than 90 days prior  
31 to the commencement of the leave. It is understood that in the event of an  
32 adoption, 90 day prior notice may not always be possible.

33  
34 No administrator shall be granted childcare leave for more than two (2)  
35 consecutive years.

36  
37 3.3 BEREAVEMENT LEAVE

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

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

5  
6 Extension of the leaves with pay shall be granted upon the approval of the  
7 Superintendent of Schools on a case-by-case basis.

8  
9 Requests for such leave shall be made in writing (after the fact, if necessary).

10  
11 **3.4 RELIGIOUS OBSERVANCE**

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

18  
19 **3.5 PROFESSIONAL LEAVE**

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

26  
27 To apply for a paid professional leave, unit members must submit a written  
28 proposal to the Superintendent of Schools or designee. The Board of Education  
29 upon the recommendation Superintendent or designee reserves the exclusive  
30 right to approve paid leave. The length of the leave and the compensation  
31 associated with the leave will be determined by the Board of Education upon the  
32 Superintendent or designee's recommendation.

33  
34 Unit members granted paid professional leaves will be required to return to the  
35 District for a period up to three (3) years of service. The Superintendent may  
36 waive or reduce the 3 year requirement upon a recommendation to the Board of  
37 Education.

38  
39 The Superintendent of Schools will determine the amount of repayment by the  
40 unit member if he/she does not fulfill the 3 year commitment.



1 3.6 UNPAID PERSONAL LEAVE

2  
3 Unpaid personal leave of absence for family obligations and personal reasons  
4 may be granted by the district to any administrator upon approval by the  
5 Superintendent of Schools or designee. Normally such leaves will not be granted  
6 for more than one year.  
7

8  
9 ARTICLE 4 -- SICK LEAVE

10  
11 4.1 ACCUMULATION OF SICK LEAVE

12  
13 Unit members will be awarded 15 sick days annually. Supplementary days will  
14 be awarded each year for unused sick leave at the rate of one (1) supplemental  
15 day for each unused day but total days shall not exceed two hundred sixty (260)  
16 days for twelve (12) month and two hundred and twenty days for ten (10) month  
17 employees.  
18

19 Any sick leave accumulated as a teacher in the Hilton School District will be  
20 carried over when a person is promoted to an administrative position.  
21

22 4.2 SICK LEAVE BANK

23  
24 An emergency Sick Leave Bank will be established for administrative personnel.  
25 The purpose of the bank will be to provide members of the Association with  
26 additional sick days in case of serious illness/or serious injury. The maximum  
27 number of days that can be accumulated in this bank will be 100. Administrators  
28 who have accumulated their maximum number of sick days can contribute  
29 additional unused sick days to this bank. If the sick bank drops below 40 days  
30 during the school year, each unit member will be required to donate 1 day per  
31 assessment. Individual usage of the sick bank days will be determined by the  
32 Superintendent of Schools or designee and Association President.  
33

34 Procedures for the Request and Utilization of Additional Sick Days

35  
36 a Request In Writing

37 A unit member, who has exhausted his/her accumulated sick days, will  
38 request in writing use of sick days from the Administrative Sick Bank.  
39

40 b Included in Request

41 The request must be put in writing to the Superintendent of Schools. The  
42 request should identify the appropriate number of sick days needed and  
43 must be accompanied by a physician's statement identifying the extent of  
44 the illness and the expected recovery period.  
45

1 c Review Process

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

9  
10 d Additional Days

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

13  
14 e Reassessment

15 Reassessment for the bank will take place as needed.  
16

17  
18 ARTICLE 5 -- VACATION TIME

19  
20 5.1 Ten-month (10) unit members are not eligible for vacation days. Twelve-month  
21 (12) unit member shall receive vacation days based on the following schedule:

- |    |    |  |         |
|----|----|--|---------|
| 22 | 23 | 1. Up to five (5) years of professional service credit     | 20 days |
| 24 | 24 | 2. More than five (5) years of professional service credit | 25 days |

25  
26 Professional service is defined as employment in the Hilton Central School  
27 District as a teacher or administrator and employment outside of the district as an  
28 administrator.

29  
30 Vacation day allotments for the year will be pro-rated during the first and last year  
31 of employment.

32  
33 These vacation days may be taken at any time during the year as best suits the  
34 educational program, and at any number of days up to the maximum with the  
35 approval of the Superintendent of Schools or designee.

36  
37 5.2 VACATION CARRY-OVER

38  
39 A maximum 50 days of vacation time may be accrued and carried forward in a  
40 Vacation Trust. Unit members will use current days earned for vacation during  
41 the current year of employment and if additional days are needed, the unit  
42 member may use days from the vacation trust.  
43

1 5.3 VARIANCE

2  
3 In the event that an individual has experienced unusual circumstances,  
4 consideration will be given by the Superintendent for variances to this policy  
5 upon request.

6  
7 5.4 PRIOR APPROVAL

8  
9 All vacation days must be requested and approved in advance.

10  
11 5.5 VACATION BUY BACK

12  
13 The unit member may buy back 5 unused vacation days per year at a rate of  
14 1/240 per day.

15  
16  
17 ARTICLE 6 -- HOLIDAYS

18  
19 Twelve-month administrators will receive the following paid holidays:

- |    |                          |   |
|----|--------------------------|---|
| 20 | 1. New Year's Day        | 9. Thanksgiving Day                       |
| 21 | 2. Washington's Birthday | 10. Day after Thanksgiving Day            |
| 22 | 3. Good Friday           | 11. Christmas Day                         |
| 23 | 4. Memorial Day          | 12. Martin Luther King Day                |
| 24 | 5. Fourth of July        | 13. Three (3) Floating Holidays           |
| 25 | 6. Labor Day             | (to be determined by Supt. of Schools     |
| 26 | 7. Columbus Day          | when schools are closed) – Four (4)       |
| 27 | 8. Veteran's Day         | Floating for the 2012-13 School Year ONLY |

28  
29  
30 ARTICLE 7 -- INSURANCE

31  
32 7.1 MEDICAL INSURANCE PLAN

33  
34 The District will make available to unit member's new or different health  
35 insurance carriers and/or health insurance plans/programs in the event any of the  
36 current health insurance carrier(s) and/or plans/programs are discontinued, or in  
37 the event of a change in the third-party administrator.

38  
39 Currently, the District will make available to unit members the RASHP II health  
40 care coverage options, currently known as Blue Point 2 products. The District  
41 will offer all products available through the RASHP II consortium which currently  
42 include Blue Point 2 Select, Value, and Simply Blue.

43  
44 The District will pay the dollar equivalent of the Blue Point 2 Select Premium for  
45 unit members hired prior to January 1, 2013 as described in the table below.  
46 Unit members enrolling in a more costly plan will pay 100% of the additional

1 premium expense for the coverage. Unit members enrolling in a less costly plan  
2 shall still be entitled to the applicable dollar equivalent of the Blue Point 2 Select  
3 premium, up to 100% of the cost of the plan paid for by the District.  
4

Calendar Year	Employer Contribution
2013	78%
2014	76%
2015	75%

5  
6 Unit members hired on or after January 1, 2013 will receive 75% of the Blue  
7 Point 2 Value Premium.  
8

9 7.2 As an inducement to the unit members who have access to health care outside  
10 of the group health insurance plans offered by the District, the district shall pay  
11 an annual incentive to unit members who elect not to accept District coverage.  
12 This amount shall be equal to 20% of the cost of the Blue Point II Family Select  
13 Plan. If two unit members are married, only one unit member may take the  
14 health insurance and the other unit member will receive 75% of the opt out.  
15

16 7.3 DENTAL AND VISION COVERAGE  
17

18 The District will make available dental and vision coverage in which the unit  
19 member will pay 100% of the premium.  
20

21 7.4 PROLONGED ILLNESS  
22

23 The District will continue to pay the premiums to a plan mutually agreed upon by  
24 the Association and the District during a prolonged illness, but not to exceed  
25 twelve (12) months after the expiration of the accumulated sick leave.  
26

27  
28 ARTICLE 8 -- PROFESSIONAL GROWTH  
29

30 8.1 PHILOSOPHY  
31

32 It is in the best interest of the District that its administrators are supported in  
33 their effort to continuously improve their performance. Professional  
34 development is an important part of that support. Professional growth can be  
35 aided in many ways including, but not limited to the following: college work, staff  
36 development, workshops, conferences, and visitations. The District agrees to  
37 continue to promote and support these activities, within the restrictions of  
38 budgetary appropriation.  
39

1 8.2 TUITION REIMBURSEMENT

2  
3 Unit members are eligible to receive a 100% reimbursement for the tuition and  
4 related fees for approved courses, study or training if directly related to the unit  
5 member's position. Such courses must be approved in advance by the  
6 Superintendent of Schools and the unit member must complete the courses with  
7 a satisfactory grade in order to qualify. The reimbursement will be limited to  
8 twelve (12) semester hours per year.  
9

10 8.3 ELIGIBILITY

11  
12 Unit members hired as a Principal or Director are eligible for tuition  
13 reimbursement. Additionally, unit members hired as an Assistant Director,  
14 Specialist and Assistant Principal prior to January 1, 2013 are eligible for the full  
15 twelve (12) semester hours tuition reimbursement. Unit members hired as an  
16 Assistant Director, Specialist and Assistant Principal on or after January 1, 2013  
17 are eligible for up to three (3) hours of tuition reimbursement annually.  
18

19 8.4 SERVICE REQUIREMENT

20  
21 Unit members who receive tuition reimbursement are required to remain  
22 employed with the District a minimum of two (2) years after receiving their  
23 degree. Unit members who fail to do so will be required to reimburse the District  
24 at a pro-rated cost determined by the Superintendent or designee.  
25

26 8.5 VARIANCE

27  
28 Under extenuating circumstances, reimbursement for additional hours may be  
29 granted. Such instances shall require the approval of the Superintendent or  
30 designee.  
31

32  
33 ARTICLE 9 -- COMPENSATION  
34

35 9.1 CONCEPT

36  
37 The compensation package shall consist of two parts: Part I - Calendar  
38 Compensation Increase and Part II - Goals and Student Performance Merit.  
39

40 9.2-a Part I -- Calendar Year Raises

41  
42 On January 1 of each year of this agreement the previous years' base salary  
43 shall be increased by 2.0 percent and will be added to the base annually.  
44

1 9.2-b Part II – Goals & Student Performance Merit Increase

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On or about January 1 each year, the Superintendent of Schools or designee, will conference with each current unit member to discuss the accomplishment of the unit member’s goals and the New York State Student Performance results from the prior year. Unit members designated as a Principal or Director are eligible for up to \$2,500 annually for goals and student performance merit. Unit members designated as Assistant Directors, Specialists and Assistant Principals will be eligible for up to \$1,875 annually for goals and student performance merit. The goal and student performance merit will equal 40% and 60%, respectively. The goals bonus will be added to the unit member’s base pay.

A committee comprised of three (3) members of the Association and three (3) members representing the District will mutually agree on a growth model for calculating the Student Performance Merit Increase aligned to the Administrator APPR.

9.2-c Career/Longevity Incentive

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

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

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

1 9.3 SALARY RANGES

2  
3 Minimum and maximum salary levels have been established to for each position,  
4 as follows:

Level	Min	Max
A	\$90,000	\$145,000
B	\$80,000	\$135,000
C	\$69,000	\$105,000
D	\$66,000	\$90,000

- 6
- 7 Level A High School Principal
- 8 Level B Director, Elementary and Middle School Principal
- 9 Level C Middle and High School Assistant Principals
- 10 Level D Elementary Assistant Principal, Assistant Director, and Specialist

11  
12 9.4 OTHER COMPENSATION ADJUSTMENTS

13  
14 Adjustments may be made to an administrator's salary when there is a change in  
15 position, which is initiated by the Superintendent of Schools and involves  
16 significant change to administrative responsibilities as determined by the  
17 Superintendent of Schools, through a formal agreement with the Association  
18 President.

19  
20 9.5 FRINGE BENEFIT PLAN

21  
22 The district shall establish an account for the purpose of providing health  
23 insurance, other insurance and other benefits. Each unit member will receive  
24 \$7,300 for the 2013 calendar year, \$7,400 for the 2014 calendar year, and  
25 \$7,500 for the 2015 calendar year. A covered year is defined for a period of  
26 January 1 to December 31.

27  
28 The operation of this fund is described in the addendum. The amount will be pro-  
29 rated during the last year of employment.

30  
31  
32 ARTICLE 10 -- TRANSFER OF ADMINISTRATION TO OTHER POSITIONS

33  
34 The Board may transfer administrators with their areas(s) of tenure from one  
35 administrative position to another upon the recommendation of the  
36 Superintendent of Schools. Thirty (30) days notice of the intended transfer must  
37 be provided.

1 ARTICLE 11 – RETIREMENT BENEFITS

2  
3 11.1-a ELIGIBILITY

4  
5 Unit members who have been employed with Hilton Central School District five  
6 (5) full years immediately preceding retirement and who retire through the NYS  
7 Teacher’s Retirement System and/or the Federal Social Security System shall be  
8 eligible for this benefit. The Superintendent may grant service credit for previous  
9 administrative experience.

10  
11 Retirement to occur no sooner than the first full year of eligibility for retirement  
12 (currently age 55 for all tiers) under the applicable tier of the New York State  
13 Teachers Retirement System. Tier 2, 3 or 4 members who wish to retire with a  
14 penalty are eligible for the retirement incentive. (i.e. A Tier 4 member, who may  
15 retire after reaching age 55, but is subject to a reduction in benefits until they  
16 either attain thirty years of service or age 62, is eligible to receive the retirement  
17 incentive any year between age 55 and the year in which their retirement benefits  
18 are no longer subject to reduction).

19  
20 11.1-b Written Resignation

21  
22 Submit irrevocable written retirement resignation to the Board at least five (5)  
23 months prior to the effective date of retirement.

24  
25 11-1-c Payment/Distribution Process

26  
27 Unit members will receive the retirement incentive and the sick day payment in  
28 the 403B Discriminatory Plan as agreed upon between the District and the  
29 Association. The vacation buyout will be paid in a lump sum payment to be  
30 made approximately one month after retirement from the District.

31  
32 11.2 RETIREMENT INCENTIVE

33  
34 The District will offer a one-time only retirement incentive to members of the  
35 bargaining unit who meet the eligibility requirements. Payment will be thirty-five  
36 thousand dollars (\$35,000). Payment will be made in one lump sum during the  
37 month of July or January succeeding the unit member’s year of retirement to a  
38 qualified 403(b) plan as outlined in the appendix as allowed by the law.

39  
40 11.3 SICK DAY MAXIMUM PAYMENT

41  
42 Maximum payment is the accumulation of up to 260 sick days. The pay rate  
43 shall \$58 per accumulated sick day not to exceed 260 total days.



1 11.4 VACATION DAY MAXIMUM PAYMENT

2  
3 Unused vacation days during the unit member’s last year of employment and all  
4 vacation days in the unit member’s vacation trust will be paid out at retirement  
5 from the District at the per diem rate of pay during their final year of employment.  
6 The daily rate of pay will be calculated at 1/240<sup>th</sup> per day.

7  
8 11.5 MEDICAL COVERAGE FOR RETIREES

9  
10 11.5-a Benefit Term

11  
12 The benefit term is for fifteen (15) years, starting no sooner than age fifty-five  
13 (55), plus one (1) additional year for each two (2) years of service over twenty  
14 (20) years.

15  
16 11.5-b Board Share

17  
18 District contribution will be at a rate of the dollar equivalent of 70% of Blue Point  
19 2 Select.

20  
21 11.5-c Medicare Eligible

22  
23 Upon reaching eligibility for Medicare benefits, the District contribution shall be  
24 limited to the 70% of the cost of the Medicare/Blue Choice Plan, or its successor,  
25 offered by the District.

26  
27  
28 ARTICLE 12 – LIABILITY

29  
30 The Board of Education will be responsible for protecting the administrator against  
31 civil or criminal action taken against him/her growing out of any action taken by  
32 him/her in the regular performance of his duties.

33  
34  
35 ARTICLE 13 -- SERVICE AS CONSULTANTS

36  
37 Administrators may be granted time away from the district to serve as consultants.  
38 Granting of this time will be on an individual basis and at the discretion of the  
39 Superintendent of Schools at the request of the administrator. Any remuneration  
40 in excess of personal expenses will be returned to the school district unless the  
41 administrator is on vacation.  
42



1 of service on the salary agreement for every year he/she has been an  
2 administrator. Seniority would not be accrued with the transfer.  
3  
4

5 ARTICLE 17 -- ATTENDANCE BY UNIT MEMBERS' CHILDREN  
6

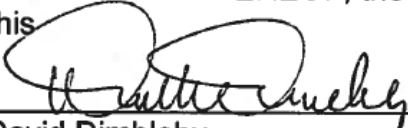
7 Administrators who reside outside the district and choose to have their children  
8 educated in the Hilton Central Schools will not be charged tuition. The district will not  
9 provide transportation.  
10

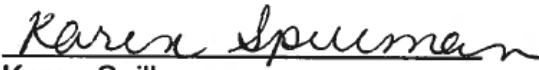
11 ARTICLE 18 -- EFFECTIVE DATE AND TERM  
12

13  
14 This amended Agreement shall be effective January 1, 2013 and continues in full force  
15 and effect until midnight December 31, 2015 and from year to year thereafter unless on  
16 or before February 15, but no sooner than January 1, prior to the expiration date, either  
17 party shall request in writing to the other party that negotiations be opened. The first  
18 negotiating session will be held as close as possible to February 15.

Signing of Contract

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seal  
this

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

  
\_\_\_\_\_  
Karen Spillman  
President, Hilton Central School  
Certified Administrators' Association

12/20/12  
\_\_\_\_\_  
DATE

12/20/12  
\_\_\_\_\_  
DATE

## **Addendum**

### **HILTON CENTRAL SCHOOLS FLEXIBLE SPENDING ARRANGEMENT**

April, 1999  
**FOREWORD**

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

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

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

#### **DEFINITIONS:**

1. Employee: Any individual employed by the Employer on its full time administrative staff who is covered by the collective bargaining agreement with the Hilton Administrative Association, but excluding any individual who is an independent contractor, a temporary or seasonal employee or a leased employee.
2. Employer: Hilton Central School District.
3. Allowance: As set forth from time to time in the collective bargaining agreement between the Employer and the Hilton Administrative Association; provided, however, the Allowance for any Employee shall be reduced by the amount, if

any, of the premiums paid on behalf of such Employee under the Employer's split dollar life insurance program.

### **SPLIT DOLLAR LIFE INSURANCE:**

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

### **MANDATORY BENEFITS:**

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

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

2. Benefits Available Under Group Term Life Insurance Policy

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

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

1. Medical Insurance Premiums.

Employees may elect to obtain medical health insurance coverage under one of the group health plan contracts or plans maintained by the Employer. If you elect to do so, your Allowance will automatically be reduced by the total premium cost of coverage you have selected net of the amount, if any, the Employer contributes on your behalf for this coverage. All Employees are eligible

for this benefit from their date of hire or the first day of the month following their date of hire, as specified in the medical insurance contracts.

2. Medical/Dental/Vision Expense Reimbursement.

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

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

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

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

**TAXABLE BENEFITS:**

1. Cash Outlay/Insurance Coverage.

An Employee may elect to use some or all of his or her Allowance for the purchase of a whole life insurance policy on the Employee's life. If such an election is made, the entire amount of the premium paid each year will be taxable income to the Employee reported on the Employee's Form W-2. In addition, an

Employee may elect to receive a cash outlay from his Allowance; provided, however, such cash outlay **may not exceed the difference between the value of the fringe and the cost of the mandatory benefits** in any year. The amount of any cash outlay is reportable on the Employee's Form W-2.

## CLAIMS PROCEDURE

The following procedure governs claims for benefits under the Plan:

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

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

- i. the specific reason(s) for denial;
  - ii. specific reference(s) to pertinent Plan provisions on which any denial is based;
  - iii. a description of any additional material or information; and
  - iv. an explanation of the Plan's review procedures.
- c. If you do not receive notification of acceptance, denial or extension within 30 days from submission of your claim, you may request review as if your claim had been entirely denied.
  - d. If your claim is denied, you are entitled, either in person or by your duly authorized representative, to:
    - i. request a review of your claim by the Committee upon written application for review made to the Committee. Any such request for review must be made within 60 days after you receive written notice that your claim is denied;
    - ii. review pertinent documents relating to the denial; and



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

## RIGHTS AND PROTECTIONS

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

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

## FIDUCIARY OBLIGATIONS

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

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

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA. If your claim for a pension benefit is denied in

whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered.

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

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

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

#### PLAN ADMINISTRATOR/COMMITTEE

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

#### INFORMATION REGARDING THE PLAN

The Plan Administrator will be happy to answer or obtain the answers to any question you have regarding your rights and benefits under this Plan. In this regard, you are advised that if you wish to terminate your employment with the firm, you should check with the Plan Administrator to determine the effect of your termination upon your rights and benefits under the Plan.

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

**GENERAL PROVISIONS**

Name of Plan: HILTON CENTRAL SCHOOLS  
FLEXIBLE SPENDING  
ARRANGEMENT

Employer: HILTON CENTRAL SCHOOL DISTRICT  
225 West Avenue  
Hilton, New York 14468  
Telephone:

Plan Administrator: Steven V. Ayers, Assistant  
Superintendent for Business Operations

Agent for Service of HILTON CENTRAL SCHOOL  
DISTRICT

Legal Process:

Plan Number: \_\_\_\_\_ 001

Effective Date of Restated Plan: January 1, 1999

Plan Year: January 1 - December 31