

Syracuse City



School District

Benefits Handbook

Syracuse City School District Employees of the Syracuse
Educational Program to Meet the Special Education
Needs of Native American Students (Unit 12)

Effective July 1, 2024

Adopted by the Board of Education July 10, 2024

Syracuse City School District

Anthony Q. Davis, Superintendent

Board of Education

2024-2025

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TABLE OF CONTENTS

	Page
INTRODUCTION	1
ARTICLE 1 - LEAVES OF ABSENCE.....	1
ARTICLE 2 - HOLIDAYS.....	4
ARTICLE 3 - WORK RULES	5
ARTICLE 4 - GRIEVANCE PROCEDURES	8
ARTICLE 5 - EVALUATION	10
ARTICLE 6 - WAGES	10
ARTICLE 7 - AGREEMENT.....	10

INTRODUCTION

A. The Syracuse City School District Board of Education and the members of the Syracuse Educational Program to meet the Special Educational Needs of Native American Students affirm that Unit 12 members shall, at all times, be dedicated, courteous and efficient servants of, and to, the public, realizing full well that they are under the constant scrutiny of area taxpayers and that they are performing a most essential service.

B. The Syracuse City School District hereby advises students, parents, employees and the general public that it is committed to providing equal access to all categories of employment, programs and educational opportunities, including career and technical education opportunities, regardless of actual or perceived race, color, national origin, Native American ancestry/ethnicity, creed or religion, marital status, sex, sexual orientation, age, gender identity or expression, disability or any other legally protected category under federal, state or local law. Careful consideration will be given to use the best available talents and resources, including persons from the Native American community in carrying out the project. Employment in this program is governed by the rules and regulations of Title V under the Public Law 81-874, The Elementary and Secondary School Assistance Act as amended by Part A of Title IV of P.L. 92-213, Educational Amendments of 1972, P.L. 92-638, Section 7B.

ARTICLE 1 LEAVES OF ABSENCE

A. Personal Illness

1. Effective July 1 of each school year, members will be credited with twelve (12) working days in any year due to personal sickness or physical disability. If the full amount of sick leave allowed is not used in any school year, the amount not used shall be accumulated from year to year. Members of the Unit employed with effective dates subsequent to the beginning of the school year shall be credited with sick leave in accordance with the following table during the first year of employment:

<u>Effective Date of Employment</u>	<u>Sick Leave Credit</u>
July 1– September 30	12 Days
October 1 – October 31	10 Days
November 1 – November 30	8 Days
December 1 – December 31	7 Days
January 1 – January 31	6 Days
February 1 – February 28 or 29	5 Days
March 1 – March 31	4 Days
April 1 – April 30	3 Days
May 1 – May 31	2 Days
June 1 – June 30	1 Day

2. Any employee who is on sick leave with pay on days when schools are closed due to weather conditions or other emergencies will receive full pay for such days and will not have said days deducted from his/her accumulated sick leave allowance.

3. Members may accumulate unused personal illness days, but only to a maximum of one-hundred-fifty (150) days. Upon obtaining the maximum accumulation, personal illness is no longer earned. Members in the unit who are absent from duty due to illness may be required to file a medical report with the School Medical Director.

B. Family Illness or Bereavement

1. Leaves of absence of up to five (5) working days (with pay) shall be granted to a member by the immediate supervisor, upon satisfactory evidence of reasonable cause, such as serious illness or death in the immediate family. Immediate family is defined as:

Spouse	Grandparents
Parent	Grandchild
Child	Stepfamily in the above categories, where applicable
Sibling	In-laws in the above categories, where applicable

This may be extended upon showing of reasonable continuing cause, with the approval of the Superintendent. In the event that like circumstances should occur within a single year, additional days may be authorized, with or without pay, by the Superintendent of Schools. In any event, leaves of absence for family illness shall be administered in a manner consistent with the District’s policy on the Family Medical Leave Act.

2. Each member shall be allowed one (1) day to attend the funeral of any one (1) of the following members of the family:

Aunt/Uncle
Nephew/Niece
Cousin
In-laws in the above categories, where applicable.

One (1) day leave will be granted for the Tenth Day or Dead Feast Day upon approval of the Supervising Director. Requests for this excused absence must be made in writing to the Supervising Director three (3) days prior to the requested day of absence. Under unusual circumstances, the Supervising Director may waive the advance notice if he/she deems necessary.

C. Personal Leave

1. All full-time members shall be entitled to two (2) days of personal leave per school year. Any unused personal days shall be credited to the member’s personal illness account at the end of each school year.

2. Members shall be required to notify the Supervising Director of their intention of using a personal leave day at least five (5) school days prior to the date of the leave, except under unusual circumstances. Although reasons need not be stated by the member, it is understood and agreed that the purpose of this Article is to permit a member to attend to personal matters that cannot be accomplished during other than normal working hours.

3. It is understood and agreed that the purpose of this Article is to permit an employee to attend to personal matters which cannot be accomplished during other than normal working hours, such as but not limited to financial (real estate closing, IRS business), legal (court appearance, estate settlement, legal consultations, reading of will, adoption), education (involving personal or family registration, graduation) or other valid reason. Personal days are not granted for vacation or recreational travel purposes.

4. Use of consecutive personal leave days shall be granted only after a member has filed a request, in writing, with the Office of Human Resources stating reasons for such absence. Requests which do not meet the intent of the use of personal leave (see 2 above) or are not filed sufficiently in advance will be denied.

5. Personal Leave days may not be taken on days immediately preceding and/or subsequent to scheduled vacations unless authorized by the Superintendent pursuant to a valid written request submitted by the member.

6. In the event that schools are closed due to severe weather, or other emergency conditions, on a day when a member has been granted personal leave, said day shall not be deducted from the member's allotment if the member certifies in writing to the Office of Human Resources that the personal business for which the day was taken could not be conducted on that day because of the severe weather or emergency conditions which caused the school(s) to be closed.

D. Jury Duty

Members shall be granted leave with pay when they are required to report for jury duty or subpoenaed to appear as a witness by any legislative, judicial, or administrative tribunal. Such absence shall not be deducted from any other leave allowance. When a member receives notice of call to jury duty, said member shall notify the Supervising Director of such on the first workday following receipt of such notice by providing a copy thereof to the Supervising Director.

E. Workers' Compensation Benefits

1. Members within the bargaining unit shall be covered under the provisions of the New York State Workers' Compensation Law. The parties agree that immediate notice of any such illness or injury will be given to the District as soon as the member is aware of such injury. In addition, such report shall be filed within the time, and in the manner, required by the New York State Workers' Compensation Law.

2. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable, the member shall be provided workers' compensation payments in lieu of lost wages, as well as certain injury related medical payments and expenses in accordance with The New York State Workers' Compensation Law.

3. In those instances where an illness or injury is determined by the District or other forum of competent jurisdiction to be compensable as arising out of and in the course of employment, the member will be offered a choice of either option (a) or option (b) listed below. If a member elects to utilize option (b) such option must be done in writing and if no option is elected by the member, he/she will be assigned option (a) until such written election is received by the District.

a. The member shall collect weekly compensation benefits subject to the amount to which he/she may be entitled pursuant to the Workers' Compensation Law. The member would not draw sick leave, or:

b. The member shall be permitted to use accumulated sick leave to cover the difference between the benefit payable under the Workers' Compensation Law and his/her regular salary. Such charge to, and deduction from, accumulated sick leave shall be proportionate to equal full salary. Such deduction from accumulated sick time will not be reimbursed. In the event a member exhausts all available sick leave credits, payments will be reduced to those benefits covered under The New York State Workers' Compensation Board.

4. In such cases an award is determined by the New York State Workers' Compensation Board or in case of a third-party settlement; workers' compensation wage payments, medical payments or other expenses paid on behalf of the District, shall be reimbursed to the District, in accordance with The New York State Workers' Compensation Laws.

5. Members who are absent from duty due to a work-related injury and/or illness are required to file updated medical reports with the District's Health Service Department. The Superintendent or his/her designee may request a member to file an updated medical report with the District's Health Service and/or District's Medical Director. Further, a member under this Handbook may be required, at the discretion of the Superintendent, or his/her designee, to be examined by the Medical Director.

ARTICLE 2 HOLIDAYS

A. Members in this unit shall be entitled to school holidays, as specified in the annual holiday schedule for non-teaching members, issued by the Superintendent of Schools.

B. To be paid for a holiday, the member must be present, or constructively present (e.g. drawing sick-leave pay), on the regularly scheduled workday before and after the holiday.

**ARTICLE 3
WORK RULES**

A. General

1. Members in this unit shall be employed on an hourly basis and will be paid only for hours worked, except as provided elsewhere in this agreement under ARTICLE 1 – LEAVES OF ABSENCE; ARTICLE 2 – HOLIDAYS; ARTICLE 3 B – IN-SERVICE and ARTICLE 3 F – INCLEMENT WEATHER DAYS.
2. The workday is seven and one-half (7½) hours of paid employment. In addition, members shall be granted a one-half (½) hour unpaid duty-free lunch period each workday.
3. The period of employment will coincide with the District’s regular school year, as listed in the annual school calendar.
4. The members of the Native American Program, Unit Twelve (12), acknowledge that as their program is solely funded by grants, should funding revenues decrease during the term of this agreement there shall be commensurate reductions in programming and/or staffing.

B. In-Service

When workshops are conducted for District staff, they will be employed for a regular workday so that they may attend in-service.

C. Overtime

1. When overtime, including Sunday or holiday work, for members is required; the Program Manager will obtain permission from the Supervising Director of ENL, World Languages, and Bilingual Education prior to such extra time being worked. Should a member work in excess of forty (40) hours in any work week, he/she shall receive one and one-half (1½) times the hourly rate for such authorized hours worked. Funds for such overtime payments must be budgeted in the approved Program or secured through approved amendments to such Program.
2. Should members be required to attend a Parent/Student Committee meeting, these procedures will apply:
 - a. The member will be compensated for the required attendance if such attendance is not a normal requirement of his/her position as outlined in his/her job description.
 - b. A three working day notice will be given to the member regarding the required attendance date and time. Under unusual and/or emergency conditions, this time regulation may be waived.
 - c. The minimum compensation will be one (1) hour.

d. The member may elect to receive compensatory time in lieu of his/her hourly rate.

D. Health and Dental

1. Health Insurance. The District will provide health insurance for eligible members pursuant to the Syracuse City School District Health Insurance Plan as set forth below.
2. Dental Insurance. The District will provide dental benefits for eligible members pursuant to the Syracuse City School District Dental Assistance Plan. The monthly employee premium for dental insurance will be:

Effective	Individual Coverage	Family coverage
2024-2025	\$22.00	\$44.00

All Unit 12 members are eligible to participate in the District’s Vision plan at the following rates:

Annual Employee Contribution	
Individual	Family
\$0.00	\$0.00

3. Member payroll deductions are based on the premium equivalent rate (PER) established for each school year and the corresponding wage level.
4. The member contributions for each year are stated at the maximum amount on Schedule A.
5. The PER shall be established for each year by September 1st.
6. The health insurance contribution will be published in the Administrative Bulletin and posted on the District and the Association’s web pages.
7. Employees will contribute to the cost of District provided health care benefits based upon the employee’s wages as of September 1.

Medical and Prescription Coverage Details

1. All eligible members will have the option to enroll in the District’s Preferred Provider Organization (PPO) Healthcare Plan.
2. Any members currently enrolled in the HDHP plan, will have the opportunity to enroll in the District’s Preferred Provider Organization (PPO) Healthcare Plan

effective September 1, 2024. Upon ratification, no further seeding money will be provided to employees on the HDHP plan.

3. An open enrollment period will be initiated prior to September 1, 2024.
4. Effective September 1, 2024, Out of Pocket Expenses for the PPO plan shall be as follows:

Outpatient Medical Co-Pay	\$25
Hospital (Emergency Room/Inpatient)	\$200
Out of Network Deductible (Individual)	\$75
Out of Network Deductible (Family)	\$225

Prescription Co-pays	Mail Order	Retail
Generic	\$12.50	\$5.00
Preferred	\$75.00	25%
Non-Preferred	\$95.00	25%

Medical and Prescription Coverage for Employees on the Health Savings Deductible Healthcare Plan (HSDP):

1. Retiree Health Insurance Coverage

In order to be eligible for District retiree health benefits, the employee must be eligible to retire from TRS/ERS and meet the following service requirements:

Years of Service
Fifteen (15) Years

The retiree health insurance contribution will be listed annually on the District’s website.

2. All Medicare Eligible retirees and their Medicare eligible dependents will be enrolled in the District’s Medicare Advantage (MA) health care plan with prescription drug coverage (MAPD). Medicare eligible retirees and their Medicare-eligible dependents must apply for and pay for Medicare Part B coverage to the Center of Medicare & Medicaid Services.

3. Retiree health care contributions for each successive school year (July 1- June 30) of this Handbook shall increase based on the annual percentage increase in active employee contributions.

E. Inclement Weather Days

The policy with respect to inclement weather shall be as issued from the office of the Superintendent. The policy stipulates that when the Syracuse City School District schools are officially closed due to inclement weather, all staff will be excused from duty with pay unless otherwise required.

F. The District has established, at no cost to the member, a flexible spending benefit plan pursuant to Section 125 of the Internal Revenue Code, with operating procedures determined by the District in accordance with IRS regulations. This plan may be used for favorable income tax treatment of the member's health and dental premium contributions, deductibles, co-insurance amounts, other unreimbursed medical expenses, and dependent care assistance.

G. It shall be the responsibility of each member to keep the District informed of his/her current address and a telephone number where he/she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments, and other matters. Member telephone numbers that are unlisted shall be held in confidence by the District to the greatest extent possible and used for no other purpose than contact by the District.

**ARTICLE 4
GRIEVANCE PROCEDURES**

A. The following procedural steps shall be used for the processing of a member's grievance.

Step 1 – If problems exist between the members, they are to go to the Program Manager. If the problem involves the Program Manager, the member(s) should go to the Supervising Director of ENL, World Languages, and Bilingual Education.

Step 2 – If the member feels that the Program Manager has not taken sufficient action on his/her request, he/she will present, in writing, the specific requests to the Supervising Director of ENL, World Languages, and Bilingual Education.

Step 3 – If in the view of the member the Supervising Director of ENL, World Languages, and Bilingual Education does not take satisfactory action, the member in question may present his/her concern to the Office of Human Resources for final action.

B. Due Process – Termination

Step 1 – The member not performing his/her job assignment up to expectations must be so advised by the Program Manager.

Step 2 – If a subsequent evaluation indicates that improvement has not occurred, the Program Manager will so report to the Supervising Director of ENL, World Languages, and Bilingual Education.

Step 3 – The Supervising Director of ENL, World Languages, and Bilingual Education will hold a joint conference with the Program Manager and the member.

- a. The member will be advised again of the deficiencies.
- b. Further suggestions will be made for improvement and a set period of time will be identified for this improvement to be shown.
- c. This conference will be documented in writing, and copies of the summary will be distributed to the Supervising Director of ENL, World Languages, and Bilingual Education.

Step 4 – If, after this, improvement is still not evident, a written recommendation for termination will be forwarded to the Superintendent of Schools, or his/her designee, by the Supervising Director of ENL, World Languages, and Bilingual Education. The Superintendent, or his/her designee, will make his/her decision and recommendation to the Board of Education. The Board's decision will be final.

Step 5 – Disciplining and Dismissal

a. General Statement

Members are dismissed only as a last resort. In the selection of new members, people are chosen whose training, experience, and personal qualities best fit them for the requirements of the position to be filled. Members are also chosen, who through personal behavior, temperament, attitudes, and ideals, will fit into the public school system family of members.

b. Action

The Superintendent of Schools, or his/her designee, may remove any member for incompetency, misconduct, or insubordination, in accordance with the procedure prescribed by law, and in accordance with the provisions of this Agreement.

c. Evidence

Immediate supervisors must maintain a written record of incidents and actions, with date, time, and place noted whenever it is deemed that such activity or inactivity on the part of the member might justifiably lead to disciplinary action.

d. Temporary Members (as defined by Section 64 of Civil Service Law)

In the event that it becomes necessary for the Superintendent of Schools, or his/her designee, to question the services or activities of a temporary member, no limitations as to termination of services, such as those provided for permanent members under the Civil Service Rules and Regulations, are required. A temporary member may be terminated at any time by the appointing officer, without the necessity of showing cause for such termination. It is agreed that any member, as defined above, shall not have the right to seek relief to the grievance and arbitration procedure of this Agreement.

e. The aforementioned procedure for disciplinary and discharge matters shall be in lieu and in place of any other procedures specified in law including, but not limited to, Section 75, 76, and 77 of the Civil Service Law and Section 3020-a of the Education Law.

**ARTICLE 5
EVALUATION**

A. The Program Manager will be evaluated on a periodic basis by the Supervising Director of ENL, World Languages, and Bilingual Education, or his/her designee.

B. The Program Manager will evaluate the instructors on a periodic basis, and at least annually. The format, method and criteria for evaluation will be developed by the Program Manager and the Supervising Director of ENL, World Languages, and Bilingual Education. These evaluations will include suggestions for improvement and, if appropriate, will be discussed during a personal conference with the instructor. Copies of the evaluations will be distributed to the Program Manager or the Supervising Director of ENL, World Languages, and Bilingual Education, and the member's personnel file.

**ARTICLE 6
WAGES**

2024-25	
Job Title	Job Rate
Program Manager	\$34
Instructor	\$25

**ARTICLE 7
AGREEMENT**

A. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

B. The items contained herein shall constitute the extent of the Handbook for the Members of the Syracuse Educational Program to Meet the Special Educational Needs of Native American Students for the period July 1, 2024, through June 30, 2025.