

**NISKAYUNA CENTRAL SCHOOL DISTRICT
COMPENSATION AND FRINGE BENEFIT PLAN**

**For
CORE LEADERSHIP STAFF**

This Compensation and Fringe Benefit Plan covers major aspects of compensation and fringe benefits for the core leadership staff (hereafter referred to as "employees"). The Plan describes: salary; applicable insurances (health, dental, life, disability, flexible benefit plan); mileage reimbursement; professional dues; paid holidays, vacation and sick leave; and retention incentive.

This statement does not cover the term of employment which is determined by performance and applicable Civil Service and Education Law. These positions are considered not affiliated with any bargaining unit since the unique nature of the positions are management/confidential.

The compensation and benefits listed herein are items that the Board of Education anticipates providing to the employees. This plan does not establish any specific entitlement to any particular compensation and fringe benefits. Such compensation and benefits (e.g. insurance provisions) may be changed by the Board consistent with any applicable law at any time.

Further, because the factors affecting the future financial operations of the district cannot be guaranteed, the Board reserves the right, on an annual basis, prior to the start of the subsequent school year, to freeze, increase, or otherwise modify the compensation and benefits.

Positions Covered: Assistant Superintendent of Business and Operations
 Assistant Superintendent of Curriculum and Instruction
 Assistant Superintendent of Student Support Services
 Chief Equity Officer
 Director of Human Resources

1. Work Year:

The work year is twelve (12) months a year for all employees.

2. Annual Salary:

The annual salary adjustment for all employees employed under this Compensation and Fringe Benefits Plan shall be set by the Board of Education.

Salary increases shall be determined in future years by July 1, but in no event shall the employee's salary be less than that of the immediately preceding year.

When a newly hired person is appointed to a position with a start date that is not on July 1, the salary and other benefits shall be pro-rated as determined by the Superintendent.

3. Longevity:

A longevity stipend shall be paid to full time employees based upon the number of full-time years of experience in the school district. The longevity stipend is payable in the next payroll following the anniversary date of service. The amount of longevity to be received shall be based on years of service as follows:

5 to 9 Years:	\$2,000
10-14 Years:	\$2,500
15 to 19 Years:	\$3,000
20+ Years:	\$3,500

4. Health Insurance:

Health insurance is available to the employee.

Blue Cross EPO (Exclusive Provider Organization) and Blue Cross PPO (Preferred Provider Organization) are the plans that are available. Dental insurance shall be provided through a self-funded, point of service plan (POS) that is administered by Delta Dental.

The annual percentage of premium for the EPO and Delta Dental plans to be paid by the employer and employee are listed below. The co-pay amounts for in-network doctor visits as well as the deductible for the dental plan are also provided below.

The district shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plans for the employee.

Employer %	Employee %	Co-Pay	Dental Deductible
75%	25%	\$25	\$25 Individual \$75 Family

Retiree Health Insurance –

When an employee retires with at least five (5) years of such service in the district and qualifies for benefits under the New York State Teachers or Employees Retirement System, the employee shall be eligible for continued medical-dental insurance coverage.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. The district shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees.

For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%.

5. Disability Coverage:

Short term disability coverage shall provide a weekly benefit of 60% of the employee's weekly salary up to a maximum weekly benefit of \$1,200, for up to one (1) year from the date the employee becomes disabled. An employee is eligible to receive short term disability benefits after they have used all but five (5) days of their available sick time. The premiums for short term disability shall be paid 100% by the employee and based on an annual calculation by the provider.

Long term disability coverage goes into effect one (1) year from the date of the initial disability and shall provide a monthly benefit of 60% of the employee's monthly salary up to a maximum monthly benefit of \$6,000. The premiums for long term disability shall be paid 100% by the employer. This coverage shall continue until age 64. Employees should review all coverage details in the plan document. The plan document is available at the district office.

Accumulated sick time must be used before disability benefits commence, however five (5) days may be saved for future use, and prior to any payment from the Disability plans.

Note: Refer to the disability booklet for more information.

6. Life Insurance:

The district shall provide term life insurance coverage at 2.5 times the employee's annual salary up to a maximum coverage of \$250,000. The life insurance benefit shall be calculated as of July 1 pursuant to the terms and conditions of the plan selected by the district.

Note: Refer to district plan for more information.

7. Flexible Benefit Plan:

A Section 125 flexible spending plan for medical and dependent care expenses shall be made available to all employees. The flexible spending plan allows money to be deferred each calendar year for uncovered medical expenses such as co-pays for doctor visits; prescriptions, vision and dental care. In addition, the plan also allows money to be deferred each calendar year for dependent child care expenses. Each spending plan allows for the maximum withholding amount as determined by the IRS each calendar year.

Note: Refer to the flexible spending account booklet for more information.

8. Vacation:

Each July first, employees shall be credited with 25 vacation days for use during the fiscal year. In the first year of employment, employees hired after July 1 shall receive vacation time on a pro-rata basis. Such vacation shall be credited and usable at the start of the fiscal year, or date of hire, but deemed earned on a pro-rata basis.

The employee may elect to carry over up to five (5) unused vacation days per year to be used in the following year.

Additionally, an employee may elect to be compensated for up to seven (7) unused vacation days at the end of each school year at a rate of 1/260th of the current salary upon written request to the Superintendent.

Upon completion of service with the district, any accumulated unused vacation days shall be paid to the employee. The daily rate for determining payment for unused vacation time shall be 1/260th of the current salary.

9. Sick Leave:

Each employee covered by this plan shall be credited with twelve (12) days of paid sick leave as of July 1 of each school year. Employees hired after July 1 shall receive a pro-rated number of sick days for use from their hire date until the next June 30 based on a formula of one (1) sick day credited for each month worked.

Annual unused sick leave shall be accumulated up to a maximum of two hundred fifteen (215) days.

Sick leave may be taken for personal illness or disability, or illness in the immediate family that requires the employee's presence. Immediate family includes husband, wife, children, brothers, sisters, father, mother, grandparents and any other persons with whom the employee has developed an immediate family-like obligation due to past personal relationships.

In the event of long-term absence due to personal illness or disability, the employee shall utilize the sick leave allowance available, except that an employee with five (5) or more years of service in the district may reserve up to five (5) days before receiving benefits under the disability coverage, provided a written request is made to the Superintendent or designee prior to the effective date of the request. An election to reserve sick leave days may not be revoked.

The benefits listed in this section are in addition to any leave rights to which employees are entitled pursuant to state and federal law. Each individual employee is entitled to the rights and benefits of the Federal Family and Medical Leave Act, among others. Nothing herein shall be construed to waive or reduce said legal rights.

10. Death in the Immediate Family:

Each employee will be allowed up to five (5) full days for each absence due to death in the immediate family, with no loss of pay. The Superintendent is to be notified as soon as possible.

Members of the immediate family include husband, wife, children, brothers, sisters, father and mother, grandparents and any other persons with whom the employee has developed an immediate family-like obligation due to past personal relationships.

11. Business Other Than School Related:

Each employee will be allowed up to five (5) full days each year for business other than that related to school with no loss of pay provided that the business matter cannot be taken care of outside of working hours. Unused leave days shall be added to the accumulated sick leave at the conclusion of each year.

Employees shall make a special effort to avoid being absent on a day before or after a school holiday.

12. Holidays:

The employee shall be entitled to the following paid holidays in each calendar year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and Juneteenth.

All employees shall follow the school calendar. If an employee is required to work on a school holiday, they shall be provided with an alternate day off in lieu of the holiday as mutually determined with the supervisor.

13. Retention Incentive Allowance:

a. Eligibility

To be eligible, employees must be 55 years of age or older on July 1 in the final year of employment, be eligible to retire under a New York State Retirement System and must give the Superintendent written notice of intent to retire at least six (6) months prior to retirement. However, the time requirement may be waived upon the approval of the Superintendent.

b. Amount

Employees with a minimum of six (6) years of full-time continuous service in the district and who meet all requirements set forth in Section 12(A) above, shall be eligible to receive a retention incentive allowance payment of 50% of the employee's salary earned over the final twelve (12) months of employment.

c. Payment of Incentive

The retention incentive shall be paid in two (2) equal installments. 50% of the incentive shall be paid within thirty days of the actual retirement date with the other 50% of the incentive to be paid within thirty days of the next calendar year. Both payments shall be paid by the district as a Non-Elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The first and second installments will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs.

The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten (10) working days of each installment.

The district will select a 403(b) provider that is a qualified provider for remittal of non-elective employer contributions. This provider may be changed and must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law precludes the employer from contributing the retention allowance incentive payment to a tax-sheltered account, thereby obviating the intent of this provision, the payment of the retirement incentive shall be paid directly to the employee through payroll, in two (2) equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

14. Tuition Reimbursement for Coursework:

Employees who have received prior approval from the Superintendent of Schools are eligible upon satisfactory completion of approved coursework to receive tuition reimbursement pursuant to this provision.

Employee shall receive tuition reimbursement for taking accredited college courses approved by the Superintendent of Schools. The reimbursement rate shall be 100% of the tuition charge of the attended college or the tuition charges per credit hour for SUNY Albany, whichever is lower.

Reimbursement for matriculation or other college fees for such courses shall also be made. This reimbursement rate shall be 50% of the fees or 85% of the fees, if the courses are taken at SUNY colleges.

Payment shall be made to the employee upon providing evidence of course completion. An official transcript must be furnished to the district office providing evidence of successful completion of the course.

An employee who receives tuition reimbursement from the district must complete five (5) years of service from the date of completion of the course. A member who leaves the district with less than the five (5) years of service shall be obligated to pay back the reimbursement at a pro-rated level.

An employee who voluntarily severs employment with the district within five (5) years of reimbursement of tuition shall be responsible for reimbursing the district as follows:

- Voluntary separation within one (1) year of the latest payment made: employee shall pay back of 100% all reimbursed tuition;
- Voluntary separation between one (1) and two (2) years of the latest payment made: employee shall pay back of 80% all reimbursed tuition;

- Voluntary separation between two (2) and three (3) years of the latest payment made: employee shall pay back of 60% all reimbursed tuition;
- Voluntary separation between three (3) and four (4) years of the latest payment made: employee shall pay back of 40% all reimbursed tuition;
- Voluntary separation between four (4) and five (5) years of the latest payment made: employee shall pay back of 20% all reimbursed tuition.
- After five (5) years, there shall be no obligation to pay back any reimbursed tuition.

In the event of an extenuating circumstance, (e.g. personal sickness; family or other circumstances beyond the employee's control requiring the employee to move, etc.) such repayment obligation can be waived at the discretion of the Superintendent or designee.

The Employee consents to the district withholding all payments due to salary, buyouts, retention incentives and other payments of any kind until the reimbursement described above is fully satisfied.

15. Mileage Expenses:

Approved mileage expenses incurred going to and from recognized professional conferences, workshops, meetings and other district related business between buildings, etc. shall be compensated at the maximum IRS designated mileage rate.

16. Professional Dues:

The district will pay the annual professional dues for membership in school related organizations such as NYSASBO, upon approval by the Superintendent or designee.

17. Separation:

Voluntary Separation - The employee may terminate their employment with the district at any time upon providing sixty (60) days written notice to the district.

Involuntary Separation - The district reserves its rights to abolish the position of the employee consistent with any applicable laws. In the event of such abolition, the employee shall be provided with sixty (60) days written notice of the effective date of the end of employment. The district may also terminate the Employee for any other reasons consistent with any applicable external law.

18. Other:

Other terms and conditions of employment and policies and procedures relating to employees shall be as contained in the most recent Employee Handbook, if any, adopted by the Board of Education, unless specifically addressed in this plan.

19. Board Approval:

Upon adoption by the Board of Education, this compensation and fringe benefits plan shall remain in full force and effect unless and until it is modified by the Board of Education.

Approved by the Board of Education July 11, 2023