

Contract



Assistant Superintendent for Curriculum and Instruction

BURNT HILLS - BALLSTON LAKE CENTRAL
SCHOOL DISTRICT

2021-2025

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IDENTIFICATION OF PARTIES

THIS AGREEMENT, made this ___ day of June 2021, by and between **THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Board”), and **DAVID J. COLLINS**, Assistant Superintendent for Curriculum and Instruction (hereafter “Collins”).

On April 17, 2019, and upon the recommendation of the Superintendent of Schools, Collins was appointed to the position of Assistant Superintendent for Curriculum and Instruction by the Board for a probationary period of four (4) years. This Agreement is subject to the terms of Education Law Section 3012(1)(b) regarding such appointment.

ARTICLE I - RESPONSIBILITIES

Section 1 Responsibilities of the Assistant Superintendent for Curriculum and Instruction

The Assistant Superintendent covered by this agreement shall direct and coordinate the planning, operation, and evaluation of the educational program in the Burnt Hills-Ballston Lake School District as well as direct the operations and facilities of the School district, under the supervision of the Superintendent of Schools per her job description contained in the district’s Administrative Regulations. The Assistant Superintendent shall perform such duties as may reasonably be required for the efficient administration of the educational and support programs as directed by the Superintendent of Schools.

Section 2 Amendments to Responsibilities

Any changes to the job description referenced herein will be discussed with Collins and the Superintendent of Schools prior to implementation.

ARTICLE II - WORK YEAR AND LEAVE TIME

Section 1 Work Year

The work year for Collins shall be 245 days per school year.

Section 2 Leave Time

Collins shall annually be credited on July 1 with thirty (30) non-cumulative leave days (Flex Days) to be used for vacation, sick, personal and/or bereavement purposes. Upon request of Collins and the Superintendent’s approval, Collins may defer up to ten (10) unused leave days to the next succeeding school year.

ARTICLE III - SALARY AND BENEFIT PROVISIONS

Section 1 Salary

Collins's salary will be \$161,012 for the 2021-2024 school year. The salary will increase by 2% for the 2022-2023 school year and by an additional 1.3% (for 3.3% in total) upon recommendation by the Superintendent for completing goals established for that year. The salary indicated above for 2022-2023 shall increase by 2% for the 2023-2024 school year and by an additional 1.3% (for 3.3% in total) upon recommendation by the Superintendent for completing goals established for that year. The salary indicated above for 2023-2024 shall increase by 2% for the 2024-2025 school year and by an additional 1.3% (for 3.3% in total) upon recommendation by the Superintendent for completing goals established for that year.

Section 2 Earned Doctorate Entitlement

In the event Collins shall obtain an earned doctorate degree in any field of education, his compensation will be increased by the sum of \$5,000 annually to the salary set forth in Article III Section 1. If an earned doctorate is obtained during the course of a school year, this compensation will be prorated for the remainder of the school year and increase to \$5,000 in the following school year.

Section 3 Flexible Benefits Plan

The District offers a flexible benefits plan as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for Collins' share of health insurance costs and for dependent care prior to taking deductions for FICA, State and Federal income tax. This plan requires a minimum annual dependent care contribution of \$1,000.00.

Section 4 Indemnification

The District shall provide indemnification to Collins in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Collins is performing his duties within the scope of his employment. Pursuant to Section 3811 of the Education Law, Collins must notify the Board, in writing, of the commencement of any proceeding against him within five (5) calendar days after service of process. Under Section 3023 of the Education Law, Collins must deliver a copy of a Summons and Complaint, demand or notice to the Board within ten (10) calendar days of the date the document is served on him. Delivery to the Board shall be to the Clerk or Deputy Clerk of the Board.

Section 5 Professional Organization Dues

The District will directly pay for two professional organizations of Collins' choice. Annual payment will not exceed the sum of \$1,500.

Section 6 Coursework Reimbursement

Collins is entitled to reimbursement, for coursework necessary to maintain required New York State certifications. In addition, for university course work approved by the Superintendent of Schools, tuition shall also be reimbursed. The district agrees that if the Superintendent of Schools approves university course work that requires a multi-year commitment, the approval shall be for the entirety of that program.

Section 7 Life Insurance

The District agrees to reimburse Collins or directly pay for a life insurance policy of his choice, with the amount of such reimbursement to be no greater than \$1,500 per year. Collins shall submit documentation of such life insurance policy to the District in order to receive such reimbursement.

Section 8 Long Term Disability Insurance

The District agrees to reimburse Collins for a long term disability insurance policy of his choice, with the amount of such reimbursement to be no greater than \$1,800 per year. Collins shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

Section 9 Non-elective 403(b) Payment

On June 30th or within 14 days before of each year covered by this contract, the Board shall make a non-elective tax-deferred employer contribution to the Assistant Superintendent for Curriculum and Instruction tax-deferred 403b account in the amount of \$5,000.

Section 10 Children of the Assistant Superintendent of Curriculum and Instruction

Children of the Assistant Superintendent for Curriculum and Instruction who are not residents of the Burnt Hills-Ballston Lake Central School District Central, may attend District schools. Under said circumstances, application must be made annually to the Superintendent in the form of a written letter. Approval is not automatic. A non-resident student shall not be approved if acceptance of that student's admission will create the need to employ additional staff or cause class size to increase beyond what is desirable, will create stress on the use of facilities in the District, or is currently serving a period of suspension or expulsion from the home district. The non-resident student shall meet all academic and behavioral standards of the District. The parent(s) shall assume full responsibility for the transportation of the student. The District agrees that for the first school year that the Assistant Superintendent of Curriculum and Instruction is approved to have his children attend the District as non-resident students, the District shall cover the entirety of the non-resident student tuition. The parties further agree to discuss non-resident tuition payments for Collins's children in the event Collins is unable to move into the district boundaries after the first school year.

ARTICLE IV - LEAVES OF NECESSITY

Section 1 Disability

During the term of this Agreement or any extension hereto, if Collins is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond Collins' leave entitlement described in Article III, Section 2, Collins shall be granted an extended leave for an additional period of time, with compensation, for up to a total maximum period of six (6) months, which shall include the number of days of eligible leave time herein described.

Section 2 Definition of Family

The following will be considered family:

- A. Husband, wife, children and other related members of the employee's immediate household.
- B. Father, mother.
- C. Sister, brother, sister-in-law, brother-in-law.
- D. Grandfather, grandmother, including in-laws.
- E. Father-in-law, mother-in-law.
- F. A person with whom the employee lived for a period of time as part of the household and to whom the employee looked as a parent-in-fact.
- G. Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law.
- H. Niece and nephew

Section 3 Special Family Circumstances

Under Article II, Section 2 of this Agreement, in situations where death or critical illness in the family of Collins may occur more than once during a single school year, the Superintendent may grant Collins an additional four (4) days beyond the leave days specified in such provision.

Section 4 Workers' Compensation

In any Workers' Compensation case there will be no loss of flex days to Collins, and the Board will pay the difference between the Workers' Compensation payment and Collins' salary for a time period of up to 12 calendar months.

If Collins is approved for a Workers' Compensation award, he will be permitted to participate in the health, dental, and prescription drug insurance program of the District (75/25 family, two-person and 90/10 individual) for up to a maximum of 12 months from the beginning date of the award. If Collins continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Collins on a 50/50 basis during the remaining time of the Workers' Compensation award.

Section 5 Leaves for Legal Business

A. Temporary leave with full pay will be granted to Collins if attendance is required at School District related PERB hearings, court hearings, legislative hearings and other non-compensated legal proceedings, providing such requirement is not the result of a violation of Section 210 of the Civil Service Law.

B. In the event Collins is summoned for jury duty and a request by Collins to be excused from such jury duty is denied, the District will pay Collins' daily salary during the term of the jury duty service.

Section 6 Sabbatical Leave

A. Once Collins has served five (5) consecutive years in the Burnt Hills-Ballston Lake School District, he may, upon the recommendation of the Superintendent of Schools and approval of the Board, be granted a sabbatical leave for study or other purposes benefiting the School District and contributing to the professional growth of Collins in the capacity in which he is employed.

B. A sabbatical may be granted for a full year or a half year. Compensation will be granted at the rate of half-pay for a full year leave or quarter-pay for a half year leave. Payment to Collins will be pro-rated and will follow the regular payroll schedule during the leave of absence. Payments will be based upon the salary Collins would have been receiving during the leave.

C. Application for sabbatical leave should be submitted to the Superintendent's office not later than March 1 preceding the school year of the leave.

D. The District's standard application form shall be used and complete explanation provided on the application form concerning the following questions:

- i. Purpose of request
- ii. Activities anticipated
- iii. Professional benefits to applicant
- iv. Educational benefits to the school district
- v. Anticipated compensation beyond the sabbatical pay allowance
- vi. An interview may be requested to provide further information concerning the request

E. Collins will be required to indicate in a contract document prepared by the District, of his intention to return to the District for two (2) full years of continuous employment following the sabbatical leave. If such obligation is not fulfilled by Collins, Collins will refund to the District the full amount received for the leave or an amount pro-rated for any fractional part of the two (2) school years during which the obligation was not fulfilled. Such obligation will be repaid in no more than sixty (60) equal, consecutive monthly payments, although Collins may specify a schedule that will permit a more rapid repayment.

Section 7 Family Care Leave

- A. A leave of absence for family care will be granted up to a total of two (2) school years. Requests for leave should indicate that the termination of the leave period will occur at either the reporting period closest to the middle of the school year or at the end of the school year. The Board may consider a subsequent request made by Collins to return to employment prior to the originally approved termination date, provided there is a vacancy for which the professional is qualified.
- B. Request for such leave should be made at least 60 days before the date that the requested leave is to begin. The Board may allow, under emergency circumstances, a shorter notice period.
- C. A family care leave will be subject to all provisions of the Family and Medical Leave Act of 1993, as amended.

Section 8 Notice of Return from Leave

A scheduled leave return to occur at the beginning of the school year must be communicated to the Personnel Office, in writing, by April 1 preceding the July return date. A scheduled return at the beginning of the school year second semester must include notification to the Personnel Office, in writing, by November 15 preceding the return date regarding the intention to return.

Section 9 Leaves of Absence

Unpaid leave for up to two (2) years may be granted in compliance with Board policy. A written request by Collins is required at least four (4) months prior to the beginning of such leave.

ARTICLE V - HEALTH INSURANCE

- A. The School District will provide the following health insurance coverage during the life of this agreement:
 - i. Hospitalization, doctor and major medical insurance better than or equal to the BlueShield 815 PPO plan in effect during the 2018-2019 school year.
 - ii. Dental insurance coverage including x-ray, preventative, restorative, prosthetic, and orthodontic services better than or equal to the attached Delta Dental Plan (Appendix B).

The School District's contribution toward Collins' premium for both hospitalization and dental coverages will be:

Single membership - 90%

Family or two-person membership - 75%

Lifetime Retired membership - 75% of individual, 2 person or family premium

Collins shall have completed eight (8) years of service to the District to be eligible for the health insurance retirement benefit and must retire from the district by collecting his pension from the NYS Teachers' Retirement System.

B. Collins shall have the option to buy out of health insurance coverage as long as he and/or his family continue to obtain health insurance coverage elsewhere. The buyout conditions will be as follows:

- i. For opting out of the family or individual health insurance plans of the District, the District agrees to share the premium savings on the portion of the insurance plan that the District would otherwise be obligated to pay, in an amount equal to 35% of the District's share of the family premium of the health insurance plan known as Blue Shield 815 Plan. This payment will be made to Collins during the month of July for each of the two (2) years of this Agreement.
- ii. Collins may rejoin the District health insurance program, with no waiting period, and with no policy exclusion based on pre-existing conditions, in the event any of the following shall occur:
 1. Death of Collins' spouse.
 2. Divorce from Collins' spouse (if she is providing the family health insurance).
 3. Loss of Collins' spouse's coverage for any other reason.

In the event that Collins elects to rejoin the program at any other time, he will be limited to rejoining the District's plan during the window periods as determined by the Plan Administrator.

- iii. Nothing in this provision shall preclude Collins from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Collins had maintained active status in the District health insurance plan for the period in which he elected to opt out of coverage.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Purpose:

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise, and to provide recourse to orderly procedure for the satisfaction of grievances.

B. Definitions:

1. A "grievance" shall mean any claim by a member of the negotiating unit of a violation, misinterpretation or inequitable application of the terms of this agreement, or any policy or administrative regulation of the Board.

"Policy" or "administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book.

2. "Days" shall mean school days as designated on the current school calendar.

C. Procedure:

Level I

A grievance will first be discussed with the Superintendent with the objective of resolving the matter informally, at which time the aggrieved person may:

1. Discuss the grievance personally, or

2. Request the other Assistant Superintendent to accompany her/him, or,
3. If the grievance is not resolved informally, the grievant shall present a written statement of grievance and the relief desired to the Superintendent.

Failure to present a written statement of grievance within thirty (30) days after the occurrence of the claimed grievable event, shall result in a waiver of all rights involved.

Within ten (10) days of the presentation day of the written statement of grievance the Superintendent shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance.

Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 1 of this grievance procedure.

Level 2

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, and the alleged grievance claims a violation, misinterpretation or inequitable application of the terms of this agreement, he/she may within twenty (20) days file with the Superintendent an appeal in writing, on forms supplied by the district, requesting his/her grievance be submitted to the Board of Education. Such request shall include, among other things, specification of what section of this agreement has been violated, a statement of why the determination on Level 1 was unsatisfactory, and the relief that the grieving party desires.

The Superintendent of Schools shall within ten (10) days after receipt of the appeal arrange for a hearing of the grievance by the members of the Board of Education. The President of the Board of Education, or a designee, will act as the hearing officer. The members of the Board shall meet with the employee, the other Assistant Superintendent if the employee desires, the Superintendent of Schools, and any other parties directly involved in the grievance in question. All hearings held shall be in closed sessions. Such hearing shall be an attempt to resolve the grievance. Within ten (10) days after such a hearing the President of the Board of Education, or a designee, shall make a decision in writing regarding the grievance and set forth the reason for such a conclusion. A copy of such decision shall be given to the employee and the Superintendent of Schools. The decision shall be final and binding on all the parties.

Level 3

If the grievance is unresolved at Level 2 within thirty (30) calendar days, the aggrieved administrator may exercise the option to request binding arbitration by filing a demand with the Public Employees Relations Board (PERB) in accordance with such Board's rules and procedures. The cost of such arbitration shall be shared equally between the Board of Education and the aggrieved administrator. The arbiter's decision shall be confined solely to the language and terms of this agreement. The decision of the arbiter within the scope of his authority shall be final and binding upon all parties.

ARTICLE VII – RIGHTS OF ADMINISTRATOR

The terms and conditions as set forth in this Agreement will continue beyond the termination date as set forth in Article IX - Duration. In the event the parties have not entered into a successor Agreement, the

salary provisions as set forth in Article III will be continued until such time as a successor Agreement is signed by the parties.

ARTICLE VIII - RETIREMENT INCREMENT

A retiring Assistant Superintendent with ten years of service to the Burnt Hills-Ballston Lake Central School District shall receive a retirement termination increment of \$12,500. This payment shall be made at the time of retirement. To receive this increment and benefit, an administrator must submit a resignation for retirement purposes, in writing, to the Superintendent of Schools by January 1 in the year the administrator intends to retire. In addition, this written resignation must be received at least six (6) months prior to the effective date of retirement, which must occur by no later than June 30 of the retirement year. Any other arrangement must be mutually agreed upon between the retiring administrator and the Superintendent. The termination increment will be deposited into a 403b account for the retiring administrator within 60 days following the date of retirement.

ARTICLE IX - DURATION

This contract shall be in effect for the period July 1, 2021 through June 30, 2025. Negotiations for a successor contract shall commence no later than February 1, 2025. Upon a request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than 15 days following such a request.

ARTICLE X - LEGALITY OF THE AGREEMENT

In the event any portion or portions of this Agreement shall be found to be unlawful, only those portions so found shall be null and void and the remainder of the contract shall remain in full force and effect.

ARTICLE XI - TOTALITY OF THE AGREEMENT

This document constitutes the entire agreement between the parties regarding the terms and conditions of employment of David J. Collins with the Burnt Hills-Ballston Lake Central School District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS

BY: _____
Patrick M. McGrath Jr., Superintendent of Schools

ASSISTANT SUPERINTENDENT FOR CURRICULUM AND
INSTRUCTION

BY: _____
David J. Collins, Assistant Superintendent for Curriculum and Instruction

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS
BOARD OF EDUCATION

BY: _____
Don Marshall, Board President

Appendix A

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

AR2421.2

OBJECTIVE: To provide leadership in the delivery of the total instructional program, including pupil services and professional personnel administration.

SCOPE: The Assistant Superintendent for Instruction is responsible to the Superintendent of Schools for the following:

1. The development, improvement and redesign of curriculum.
2. Coordination of the instructional program, K-12.
3. Development of curriculum materials and guides for the school system.
4. Staff development and in service or workshop programs for instructional personnel.
5. The pupil personnel services program, K-12.
6. Administration, review and maintenance of professional policies and student teacher programs.
7. Monitoring student performance results in regard to academic standards, school report cards and curriculum assessment reports.

RESPONSIBILITIES:

1. Exercises leadership in ensuring that the K-12 instructional program is consistent with the District's Philosophy and Goals Statement (P0210).
2. Ensures that there is compliance with District criteria (AR6300) for the selection of instructional materials.
3. Provides leadership for teachers, department heads, principals, and other administrators in the development, improvement, or redesign of K-12 curricula in compliance with policy and regulation.
4. Maintains a relationship with all K-12 Curriculum Committees and acts as Chair of the K-12 Curriculum Coordinating Council and provides leadership to these bodies in the coordination and improvement of curriculum and instruction.
5. Provides leadership and direct supervision for District Department Heads, the Instructional Technology Coordinator, and the Staff Development Coordinator.

6. Exercises coordinating responsibility for K-12 subject areas; for the remedial-tutorial teacher program; for the federal Title I program; for the District testing program, and for summer school and the adult continuing education program.
7. Serves as an ex-officio member of the Professional Development Committee and assists that body and the Superintendent of Schools in the development of a program of appropriate staff development activities.
8. Participates in the interviewing and selection of the professional staff and makes recommendations to the Superintendent of Schools of personnel for employment.
9. Serves on the District's collective bargaining team in contract negotiations with employee organizations.
10. Participates in the evaluation of the professional staff.
11. Coordinates the District's academic intervention services.
12. Guides the efforts of the Director of Continuing Education and provides the Superintendent of Schools with an annual report on the continuing education program.
13. Assumes other responsibilities as needed to assist the Superintendent of Schools in the overall management of the District.

Revised May 2001

Appendix B - Dental Plan

Delta Dental Enhanced Plan

~~Approved August 1986~~

~~Revised August 1992~~

~~Revised May 2000~~

~~Revised December 2002~~

~~Revised April 2005~~

Revised June 2018