

THIS AGREEMENT is made on the _____ day of June, 2021 by and between the BOARD OF EDUCATION OF BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT, hereinafter called the Board, and BRENDA KANE hereinafter called the Business Administrator, provides as follows:

ARTICLE I TERM

It is hereby agreed that the Board, in accordance with its action as found in the minutes of a duly held meeting of said Board does hereby employ said BRENDA KANE as Business Administrator for a period of three (3) years which will commence on July 1, 2021 and end June 30, 2024.

ARTICLE II RESPONSIBILITIES

The Business Administrator covered by this agreement shall perform such duties as may reasonably be required for the efficient management of school district business operations (Job Description Attached).

ARTICLE III WORK YEAR AND VACATIONS

Section 1 - Work Year

The work year will be based on 260 days. The work year will include 15 paid holidays resulting in 245 work days.

Payments for accumulated vacation earned prior to July 1, 2021 will be calculated at a rate of the supervisor's yearly salary divided by 225 upon termination of employment as this was the length of the work year when the vacation days were earned. Payment shall be deposited into the Kane's 403b account as a non-elective employer contribution.

ARTICLE IV SALARY AND BENEFIT PROVISIONS

2021•22 Salary \$121,190

2022•23 Salary \$125,189 (3.3% increase)

2023•24 Salary \$129,320 (3.3% increase)

Flexible Benefits Plan

The District will offer a flexible benefits plan, as permitted by Section 125 of the Internal Revenue Code. The plan will permit salary deductions for the employee share of health insurance costs prior to taking deductions for FICA and state and federal income tax. The plan allows a maximum annual dependent care contribution of up to \$5,000. The plan further allows a minimum of \$600 and a maximum of \$2500 per plan year for medical flexible spending deductions.

Long Term Disability Insurance

The District agrees to reimburse Kane for a long term disability insurance policy of her choice, with the amount of such reimbursement to be no greater than \$1,000 per year. Kane shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

Life Insurance

The District agrees to reimburse Kane for a life insurance policy of her choice, with the amount of such reimbursement to be no greater than \$1,000 per year. Kane shall submit documentation of such life insurance policy to the District in order to receive such reimbursement.

ARTICLE V LEAVES OF NECESSITY

Kane 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 Kane and the Superintendent's approval, Kane may defer up to ten (10) unused leave days to the next succeeding school year.

Workers Compensation

The Board of Education will pay the difference between worker's compensation and the

Business Administrator's salary for a time period up to 15 months in situations where the Workers Compensation Board has established the validity of the claim. In any absentee situation under consideration by the Workers Compensation Board, the sick leave bank will be charged pending determination by the Workers Compensation Board. If the disability is approved for compensation, sick leave days will be restored according to the following formula:

Total worker's compensation benefits divided by average daily pay rate equals sick leave days to be reimbursed.

If approved for a worker's compensation award, the Business Administrator will be permitted to participate in the health, dental, and prescription drug insurance program on the contract shared basis with the district (80/20 family, 90/10 individual) up to a maximum of 15 months from the beginning date of the award. If an individual continues on worker's compensation beyond fifteen (15) months, the health insurance premium will be shared 50/50 during the remaining time of the award.

Leaves for Legal Business

Temporary leaves with full pay will be granted when attendance is required at PERB hearings, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of Civil Service Law. Should the Business Administrator be summoned for jury duty, the member will provide a copy of the notice to the Human Resources Office and the school district will continue to pay the staff member's daily salary.

Family Care Leave

A. A leave of absence for family care will be granted up to a total of two years maximum time. The Board of Education may consider a subsequent request made to return to employment prior to the originally approved termination date, provided there is a vacancy for which the supervisor is qualified.

B. Request for such leave should be made at least 30 days before the date that the requested leave is to begin. For probationary employees, the period of leave shall be an interruption of the probationary period.

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 concerning the intention to return. A scheduled return at the beginning of the second semester must include notification to the Personnel Office, in writing, by November 15 preceding the return date regarding the intention to return.

Leaves of Absence

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

ARTICLE VI HEALTH INSURANCE

The school district will provide the following health insurance coverage during the life of this agreement: the CDPHP EPO (UBI:EA9Z17), the Blue Shield 815 PPO and the Blue Shield 907 plan.

The School District will provide Dental coverage better than or equal to Delta Dental Enhanced Plan.

Benefit levels for both Health and Dental plans shall be maintained at the July 1, 2018 level unless otherwise negotiated by the parties.

The school district's contribution toward a member's premium for both hospitalization and dental coverage will be:

- Single membership - 90%
- Two-Person membership – 80%
- Family membership - 80%
- Retired membership - 75%

Effective July 1, 2018, the district's contribution towards the Blue Shield 907 plan shall be equivalent to its contribution to the Blue Shield 815 Plan. In the event that an employee wishes to maintain coverage with the Blue Shield 907 Plan, the employee will be responsible for the full difference between the premium of the Blue Shield 907 Plan and the district's contribution to the Blue Shield 815 Plan.

Returned premium, that is, the amount returned to the district by the carrier in periods of low losses, if any, will be reported to the Insurance Committee.

ARTICLE VII 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 of Education.
2. "Policy" or "administrative regulation" means those Board-adopted policies or regulations that appear in the Board Policy Book.
3. "Days" shall mean school days as designated on the current school calendar.

C. Procedure:

Level I

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

1. Discuss the grievance personally, or
2. Request the Human Resource Director 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 Assistant Superintendent for Support Services. 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 Assistant Superintendent for Support Services shall make a decision and communicate the decision and reasons

therefore in writing to the employee presenting the grievance, to the organization, and to the Superintendent of Schools.

Level 2

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, he/she may within ten (10) days file with the Superintendent of Schools an appeal in writing on forms supplied by the district requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance as submitted at Level 1, a specification of what section of this agreement, or policy, or regulation has been violated, a statement of why the determination of Level 1 was unsatisfactory, and the relief that the grieving party desires. The Superintendent or his/her designee shall meet with the employee and his/her representative (if the employee desires a representative) at a reasonable time and place designated by the Superintendent within six (6) days after the presentation of the appropriate appeal documents to the Assistant Superintendent for Instruction's office. Such meeting shall be an attempt to resolve the grievance. Either party may record the proceedings for their own use. Within six (6) days after such a meeting or meetings, the Superintendent or his/her designee shall make a decision in writing, setting forth his/her reasons for such conclusion. A copy of such decision shall be given to the employee, the organization and the President of the Board of Education. Only grievances which involve the interpretation of, or application of, or compliance with, specific provisions of this agreement may be pursued beyond Level 2 of this grievance procedure.

Level 3

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 2, 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 Assistant Superintendent for Support Services 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 2 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, any Organization representative 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, the organization, and the Superintendent of Schools. The decision shall be final and binding on all the parties.

VIII RETIREMENT INCREMENT

A retiring Business Administrator with ten years of Burnt Hills service who is eligible and applies for a New York State Retirement and who has submitted a letter of resignation to the Superintendent of Schools at least 60 calendar days prior to the effective retirement date, shall be compensated for her previously earned but unused sick leave. Each sick day shall have a value of \$70. Payment shall be deposited into the Kane's 403b account as a non-elective employer contribution within thirty days of the effective date of retirement.

ARTICLE X GRANT WORK/ADMINISTRATION

Section 1 -- Special Projects

In the event that the Business Administer obtains any new source of grant funding, the District shall compensate Kane after all money is received and final cost reports are submitted. Grants will have prior approval by the Superintendent or his designee. The prior approval will include a grant work stipend on a Per-Project Basis for an amount that is to be mutually agreed upon by the Business Administrator and the Superintendent of Schools or his designee.

Section 2 -- Title Grants

Effective July 1, 2020, the Business Administrator shall be responsible for all of the District's Title Grants.

Section 3 -- American Rescue Plan of 2021

Effective July 1, 2021, the Business Administrator shall be responsible for the administration of the funds the district receives from the Coronavirus Aid Relief and Economic Security (CARES) Act, the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, and the American Rescue Plan (ARP) Act of 2021. For 2021-2022, 2022-2023 and 2023-2024 school years, the District agrees to provide the Business Administrator an annual stipend of \$10,000 for the administration of the funds

the district receives from these Federal appropriations. The annual stipend shall be added to her base salary.

ARTICLE XI DURATION

Section 1 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.

Section 2 Totality of the Agreement

This document constitutes the entire agreement between the parties and no further matters shall be negotiated under this agreement.

Section 3 Length of the Agreement

This contract shall be in effect for the period from July 1, 2021, through June 30, 2024. Negotiations for a successor contract shall commence no later than March 1, 2024. 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.

IN WITNESSETH WHEREOF, the parties hereto have set their hands and seals on the ____ day of June, 2021.

BOARD OF EDUCATION
BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT

PATRICK MCGRATH
Superintendent

BRENDA KANE
Business Administrator