

July 5, 2023

BE IT RESOLVED, that the Board of Education of the Burnt Hills-Ballston Lake Central School District, hereby authorizes the Superintendent of Schools to sign and enter into the attached individual employment contracts for Amanda Nasadoski, Michael Steinberg, Tracy Falvo and Dorothy Salvatore.

Contract



MANAGER OF INFORMATION TECHNOLOGY

BURNT HILLS - BALLSTON LAKE CENTRAL
SCHOOL DISTRICT

2023-2025

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IDENTIFICATION OF PARTIES

THIS AGREEMENT, made this ____ day of June 2023, by and between **THE SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Superintendent”), and **MICHAEL STEINBERG**, Manager of Information Technology (hereafter “Steinberg”).

On July 1, 2022, and upon the recommendation of the Superintendent of Schools, Steinberg was appointed to the position of Manager of Information Technology.

ARTICLE I - RESPONSIBILITIES

Section 1 Responsibilities of the Manager of Information Technology

The Manager of Information Technology shall be responsible for maintaining the district’s hardware and software systems, configuring policies & settings, and ensuring environmental system compatibility. He will oversee and coordinate the deployment of district technology and assist in the coordination of employee onboarding/changeboarding/offboarding as it relates to user account creation, enrollment, and permissions. In coordination with the Administrator for Technology & Instructional Media, will maintain an inventory system that includes all instructional hardware and facilitate long range planning for technology purchases. He will consult on all software/hardware purchasing decisions and how it relates to integration into the district's long range plan and current environment. He will coordinate with the Data Privacy Officer to ensure security in regards to all of the organization’s systems by setting policies, utilizing software tools for data compliance, and designing/delivering professional development pertaining to data compliance and cybersecurity best practices. He will read and distribute advisories from reputable cybersecurity entities as appropriate. Will remain current on threats, opportunities, and best practices in the realm of cybersecurity and data compliance. In coordination with the Administrator for Technology & Instructional Media, will assist with managing and overseeing the work of Tier 2 technicians as it relates to hardware and software systems.

Section 2 Amendments to Responsibilities

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

ARTICLE II - WORK YEAR AND LEAVE TIME

Section 1 Work Year

The work year for Steinberg shall be 245 days per school year.]]

With the expressed approval of the Assistant Superintendent of Curriculum and Instruction, the Manager of Information Technology shall have the ability to work remotely on occasion.

Section 2 Leave Time

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

On July 31st, 2023 Steinberg shall be paid out for his 10.5 days of vacation that would have been carried into the 2023-2024 school year. Payment shall be made using his Manager of Information Technology daily rate of pay during the 2022-2023 school year.

ARTICLE III - SALARY AND BENEFIT PROVISIONS

Section 1 Salary

Steinberg's salary will be \$85,018 for the 2023-2024 school year. Steinberg's salary shall be \$87,824 for the 2024-2025 school year.

The Superintendent agrees to renegotiate salary for the 2024-2025 school year in the event there are significant changes to the staffing of Steinberg's department.

Section 2 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 Steinberg 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 3 Indemnification

The District shall provide indemnification to Steinberg in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Steinberg is performing his duties within the scope of his employment. Pursuant to Section 3811 of the Education Law, Steinberg 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, Steinberg 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 4 Professional Organization Dues

The District will directly pay for two professional organizations of Steinberg's choice. Annual payment will not exceed the sum of \$800.00.

Section 5 Coursework Reimbursement

Steinberg is entitled to reimbursement, for coursework approved by the Superintendent of Schools. Such reimbursement will be limited to the current S.U.N.Y. Albany graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports. In the event Steinberg should separate from service with Burnt Hills-Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district he shall be required to pay the district an amount equal to the amount of such reimbursement.

Section 6 Life Insurance

The District agrees to either purchase or reimburse Steinberg for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Steinberg shall submit documentation of such life insurance policy to the District in order to receive such reimbursement.

Section 7 Long Term Disability Insurance

The District agrees to reimburse Steinberg for a long term disability insurance policy of his choice, with the amount of such reimbursement to be no greater than \$1,500.00 per year. Steinberg shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

Section 8 Non-elective 403(b) Payment

On July 31st, 2023, the District shall make a one-time non-elective tax-deferred annuity payment to the tax-deferred annuity account of Manager of Information Technology in the amount of \$9,870. Said payment shall be considered compensation for the earned but unused sick and personal days that Steinberg previously earned.

ARTICLE IV - LEAVES OF NECESSITY

Section 1 Disability

During the term of this Agreement or any extension hereto, if Steinberg is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond Steinberg's leave entitlement described in Article III, Section 2, Steinberg 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 Steinberg may occur more than once during a single school year, the Superintendent may grant Steinberg 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 Steinberg, and the Board will pay the difference between the Workers' Compensation payment and Steinberg' salary for a time period of up to 12 calendar months.

If Steinberg 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 Steinberg continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Steinberg 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 Steinberg if attendance is required at School District related 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 Steinberg is summoned for jury duty and a request by Steinberg to be excused from such jury duty is denied, the District will pay Steinberg' daily salary during the term of the jury duty service.

Section 6 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 Steinberg 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 7 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 8 Leaves of Absence

Unpaid leave for up to two (2) years may be granted in compliance with Board policy. A written request by Steinberg 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 Steinberg' premium for both hospitalization and dental coverages will be:

- Single membership - 85%
- Family or two-person membership - 75%
- Retired membership - 50% of individual, 2 person or family premium

Steinberg 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. Steinberg 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 Steinberg during the month of June for each of the two (2) years of this Agreement.
- ii. Steinberg 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 Steinberg's spouse.
 2. Divorce from Steinberg's spouse (if she is providing the family health insurance).
 3. Loss of Steinberg's spouse's coverage for any other reason.

In the event that Steinberg 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 Steinberg from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Steinberg 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 1

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 an 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 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 THE MANAGER

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 Manager of Information Technology 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, 2023 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 Michael Steinberg 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

Manager of Information Technology

BY: _____
Michael Steinberg, Manager of Information Technology

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS
BOARD OF EDUCATION

BY: _____
Jen Longtin, Board President

THIS AGREEMENT is made on the _____ day of June, 2023 by and between the SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT, hereinafter called the "Superintendent", and DOROTHY SALVATORE hereinafter called the "SALVATORE", provides as follows:

ARTICLE I TERM

It is hereby agreed that the Board of Education, in accordance with its action as found in the minutes of a duly held meeting of said Board of Education does hereby employ said Ms. Salvatore as the Superintendent's Secretary for a period of three (3) years which will commence on July 1, 2023 and end June 30, 2026.

ARTICLE II RESPONSIBILITIES

The Superintendent's Secretary covered by this agreement shall perform such duties as may reasonably be required for the efficient management of the Superintendent's office. (Job Description Attached).

ARTICLE III WORK YEAR AND VACATIONS

Work Year

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

If Salvatore terminates employment before June 30, salary will be calculated using a per diem of 1/245 (required work days plus vacation entitlement). Partial year payments will be compensated at a per diem of 1/245 for required work days, including vacation days taken or to be taken. Payments for accumulated vacation time will be calculated at a rate of the employee's yearly salary divided by 245.

Each employee covered under this agreement except those whose presence is required to provide student services or as requested by a supervisor shall be allowed to leave the work location (1) hour early on the workday before the Fourth of July and Labor Day holidays without loss of pay or benefits.

Vacation Entitlement & Schedules

Effective July , 2023 Salvatore shall be entitled to 21 vacation days.

Effective July 1, 2024 Salvatore shall be entitled to 22 vacation days.

Effective July 1, 2025 Salvatore shall be entitled to 23 vacation days.

In addition to the above, employees may accumulate unused vacation credit to a maximum of fifteen (15) days to be used within the following fiscal year.

If a holiday(s) falls within the vacation period of an employee(s), the vacation period of such employee(s) shall be extended by the holiday(s) falling within the vacation period of such employee(s).

Upon death, retirement or other type of separation from service, the employee, the employee's beneficiary, or estate shall be paid for all unused vacation days earned in a previous school year as well as any earned unused vacation which the employee carried over from the fiscal year in which it could have been used. In addition, vacation earned in the school year in which one of the above events occurs shall be prorated in accordance with the number of months worked by the affected employee and shall be added to the employee's vacation credits which were not used.

The employee, the employee's beneficiary, or estate shall be paid for the vacation time at the employee's current daily rate of pay when the death, retirement or other type of separation of service takes place.

If a death occurs in the immediate family of an employee while such employee is on vacation, the employee shall be allowed to use bereavement leave and have vacation leave credited with the number of bereavement leave days used, provided the employee notifies the supervisor of the bereavement within one (1) day of returning to work. In the above instance, the employee(s) shall be allowed to reschedule their vacation.

Salvatore must consult with her immediate supervisor in scheduling any vacation entitlement, in order to ensure that services will continue in a timely manner and that unwarranted burdens are not imposed on other employees.

In the event that Salvatore's employment with the District is terminated for any reason, (i.e. retirement, resignation, involuntary termination, or any other reason) Salvatore shall accrue two (2) vacation days per month from July 1 of a given fiscal year to the day of termination. If Salvatore completes a full year of employment in a termination year, her full vacation entitlement shall be earned up to a maximum of 30 days. Accrued vacation days will be paid out at the per diem rate stated in Article 3 Section 1. Salvatore shall be required to pay back the unearned income at the employee's per diem rate stated in Article 3 should she terminate employment with Burnt Hills-Ballston Lake CSD and have used more vacation days than the set accrual rate of two (2) days per month in a new fiscal year.

ARTICLE IV SALARY AND BENEFIT PROVISIONS

2023-2024 Salary - **\$84,665**

2024-2025 Salary - **\$86,781**

2025-2026 Salary - **\$88,951**

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.

ARTICLE V LEAVE TIME

Sick Time

At the start of each fiscal year, Salvatore will be entitled to twenty (20) days of sick leave per year. Unused sick days will accumulate on an unlimited basis.

Personal Time

Salvatore shall be allowed three (3) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. (ex. closing of house, doctors

appointments, etc.) Personal leave at the end of any school year shall be added to the employee's sick and bereavement accumulation.

Family Illness Time

Salvatore shall be allowed family illness days each school year from their accumulated sick time without the loss of pay.

Bereavement Time

Salvatore shall be entitled to (4) days per occurrence from their accumulated sick time at full pay for bereavement purposes. Requests to utilize bereavement leave must be approved by the employee's immediate supervisor.

Jury Duty

During the normal work year should Salvatore be called for jury duty she shall be compensated at her regular pay rate for any days served on a jury or related activities. A copy of the jury summons and daily attendance forms must be submitted to the Human Resource Office.

Cancer Screening

Time taken under the Cancer Screening legislation will not affect perfect attendance or eligibility to receive the Attendance Incentive.

ARTICLE VI LEAVE OF ABSENCE

Maternity Leave

The District will treat any absence caused by maternity as a disability leave to the extent it is approved by the employee's personal physician. Employees may use their accumulated sick leave.

Unpaid Leave for Extended Illness

Upon application to the Human Resource Director and upon medical verification, Salvatore may be entitled to an unpaid leave of absence for the period of disability up to a maximum period of two (2) calendar years. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Salvatore's expense.

The leave will conclude either after two (2) calendar years or upon certification by a physician that Salvatore is capable of resuming her full duties.

Other Unpaid Leaves

Upon application to the Human Resource Director and at the sole discretion of the Superintendent, Salvatore may be entitled to an unpaid leave of absence for up to a maximum of one (1) calendar year for personal reasons. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Salvatore's expense.

Child Rearing Leave

Following the birth of a child or taking custody of a child through adoption and upon application to the Human Resource Director, Salvatore may be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of two (2) calendar years. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Salvatore's expense.

ARTICLE VII WORK SCHEDULES

The work schedule for Salvatore will be seven and a half (7.5) hours per day, with a thirty (30) minute unpaid lunch and two paid fifteen (15) minute breaks.

Salvatore shall be considered exempt employees in accordance with the Fair Labor Standards Act. As such, full-time employees are not eligible for extra-time or overtime.

The Superintendent of Schools reserves the right to flex or modify the schedule of Salvatore to ensure that the needs of the district are being met and that there is adequate coverage during the district's business hours of operation.

Exceptions to the work schedules may be worked out with the immediate supervisor. (ex. If you need one hour off, you will have one week to make the one hour up.)

During the summer months, Salvatore may be offered summer hours by their immediate supervisor. Summer hours shall consist of seven and a half (7.5) hours per day, with a thirty (30) minute unpaid lunch but no paid fifteen (15) minute breaks. However the employee shall be permitted to end their work day two (2) hours earlier on the final day of each workweek in the summer.

On Emergency Closing Days, Salvatore shall not be required to report to work and there is no need to charge accruals to cover the day. However, Salvatore should be available

by phone or email to assist their immediate supervisors.

On Emergency Delay Days, Salvatore shall be expected to adjust their start time to coincide with the length of the delay without charge to their accruals.

ARTICLE VIII RETIREMENT

All eligible Tier I and Tier II employees shall be members of the New York State Employees Retirement System Plan 75I, Improved Non-Contributory Plan. Employees will be covered under, Tier III, Tier IV, Tier V and Tier VI pursuant to law.

The District shall provide the guaranteed minimum death benefit, known as the 60-b Plan.

The District shall continue to provide option 41-j of the Retirement Law. This plan provides that employees may apply up to 165 days of accumulated unused sick leave credits which an employee has at the time of retirement, towards super additional service credit.

For Tier 6 ERS members, the number of unused, unpaid sick leave days that can be credited at retirement has been reduced from 165 days to 100 days. For certain Tier 6 members, if a collective bargaining agreement was in effect on April 1, 2012, and the CBA contains language regarding sick leave credit at retirement, members who join while the CBA is in effect can be credited up to 165 days. Members who join after the contract has expired will be credited with 100 days.

After ten years of Burnt Hills service, provided Salvatore is eligible for New York State Retirement and has submitted a letter of resignation to the Superintendent of Schools for the purposes of retirement, an account will be established and used by the District to pay the difference between the retired employee's total health insurance premium and the percentage of premium paid by the District for the retiree's health insurance.

The total amount used to fund this account will equal \$50 per day for accrued sick leave beyond 101 and up to 250, and \$90 day per day for accrued sick leave beyond 250.

The funds from the Salvatore's unused sick leave accruals shall be deposited as a non-elective employer contribution into a 403(b) account upon retirement.

In addition, Salvatore, provided she meets the eligibility criteria stated in the preceding paragraphs and who provides notice by at least by May 1st with a retirement date of June 30th, will receive a retirement increment equal to \$7,500. This stipend shall be paid to the employee upon retirement.

All notification requirements set forth above must be met to receive this benefit.

ARTICLE VIII HEALTH INSURANCE

Salvatore will contribute the following for health insurance:

Single Membership	15%
2Person/Family Membership	25%
Retired Membership	50%

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 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.

An Employee that is eligible for health insurance but declines coverage and provides proof of insurance through a spouse or other outside carrier will be entitled to a \$2,500 health insurance buyout payable at the end of the year that health insurance coverage was declined.

ARTICLE IX - MILEAGE

Mileage will be reimbursed at the rate approved by the Board of Education.

ARTICLE X -- PROFESSIONAL DEVELOPMENT

Tuition Reimbursement

Salvatore may request to be reimbursed for graduate courses with prior approval by the Superintendent of Schools

Such reimbursement will be limited to the current S.U.N.Y. Albany graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports.

Should Salvatore separate from service with Burnt Hills Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district, Salvatore shall be required to pay the district an amount equal to the amount of such reimbursement.

Outside Professional Development

In the event Salvatore takes outside professional development related to her position that has been pre-approved by the Superintendent of Schools and results in a professional certification, her salary will be increased by \$500.

ARTICLE XI -- DIRECT DEPOSIT

Salvatore shall have their paychecks directly deposited into a bank account of the employee's choosing.

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.

Totality of the Agreement

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

Length of the Agreement

This contract shall be in effect for the period from July 1, 2023, through June 30, 2026. Negotiations for a successor contract shall commence no later than March 1, 2026. 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, 2023.

PATRICK MCGRATH

Superintendent

DOROTHY SALVATORE

THIS AGREEMENT is made on the _____ day of June, 2023 by and between the SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT, hereinafter called the "Superintendent", and TRACY FALVO hereinafter called the "FALVO", provides as follows:

ARTICLE I TERM

It is hereby agreed that the Board of Education, in accordance with its action as found in the minutes of a duly held meeting of said Board of Education does hereby employ said Ms. Falvo as the Chief Information Officer (CIO) for a period of one (1) year which will commence on July 1, 2023 and end June 30, 2024.

ARTICLE II RESPONSIBILITIES

The Chief Information Officer covered by this agreement shall perform such duties as may reasonably be required for the efficient management of the district's data.

ARTICLE III WORK YEAR AND VACATIONS

Work Year

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

If Falvo terminates employment before June 30, salary will be calculated using a per diem of 1/245 (required work days plus vacation entitlement). Partial year payments will be compensated at a per diem of 1/245 for required work days, including vacation days taken or to be taken. Payments for accumulated vacation time will be calculated at a rate of the employee's yearly salary divided by 245.

Each employee covered under this agreement except those whose presence is required to provide student services or as requested by a supervisor shall be allowed to leave the work location (1) hour early on the workday before the Fourth of July and Labor Day holidays without loss of pay or benefits.

Vacation Entitlement & Schedules

Effective July 1, 2023 Falvo shall be entitled to 25 vacation days.

In addition to the above, Falvo may accumulate unused vacation credit to a maximum of fifteen (15) days to be used within the following fiscal year. Five (5) unused vacation days must be used within the first six months of the succeeding school year. Up to fifteen (15) unused vacation days that are not used in the year may be carried over to the next year. Any days in excess of fifteen (15) will be converted to sick leave.

Upon death, retirement or other type of separation from service, the employee, the employee's beneficiary, or estate shall be paid for all unused vacation days earned in a previous school year as well as any earned unused vacation which the employee carried over from the fiscal year in which it could have been used. In addition, vacation earned in the school year in which one of the above events occurs shall be prorated in accordance with the number of months worked by the affected employee and shall be added to the employee's vacation credits which were not used.

The employee, the employee's beneficiary, or estate shall be paid for the vacation time at the employee's current daily rate of pay when the death, retirement or other type of separation of service takes place.

If a death occurs in the immediate family of an employee while such employee is on vacation, the employee shall be allowed to use bereavement leave and have vacation leave credited with the number of bereavement leave days used, provided the employee notifies the supervisor of the bereavement within one (1) day of returning to work. In the above instance, the employee(s) shall be allowed to reschedule their vacation.

Falvo must consult with her immediate supervisor in scheduling any vacation entitlement, in order to ensure that services will continue in a timely manner and that unwarranted burdens are not imposed on other employees.

In the event that Falvo's employment with the District is terminated for any reason, (i.e. retirement, resignation, involuntary termination, or any other reason) Falvo shall accrue two (2) vacation days per month from July 1 of a given fiscal year to the day of termination. If the supervisor completes a full year of employment in a termination year, their full vacation entitlement shall be earned up to a maximum of 30 days. Accrued

vacation days will be paid out at the per diem rate stated in Article 3 Section 1. Falvo shall be required to pay back the unearned income at the employee's per diem rate stated in Article 3 should she terminate employment with Burnt Hills-Ballston Lake CSD and have used more vacation days than the set accrual rate of two (2) days per month in a new fiscal year.

ARTICLE IV SALARY AND BENEFIT PROVISIONS

2023-2024 Salary - **\$95,000**

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.

ARTICLE V LEAVE TIME

Sick Time

At the start of each fiscal year, Falvo will be entitled to twenty (20) days of sick leave per year. Unused sick days will accumulate on an unlimited basis.

Personal Time

Falvo shall be allowed three (3) days of personal leave each school year without the loss of pay for the purpose of transacting or attending to personal or legal business which cannot be conducted after regular working hours. (ex. closing of house, doctors appointments, etc.) Personal leave at the end of any school year shall be added to the employee's sick and bereavement accumulation.

Family Illness Time

Falvo shall be allowed family illness days each school year from their accumulated sick time without the loss of pay.

Bereavement Time

Falvo shall be entitled to (4) days per occurrence from their accumulated sick time at full pay for bereavement purposes. Requests to utilize bereavement leave must be approved by the employee's immediate supervisor.

Jury Duty

During the normal work year should Falvo be called for jury duty she shall be compensated at her regular pay rate for any days served on a jury or related activities. A copy of the jury summons and daily attendance forms must be submitted to the Human Resource Office.

Cancer Screening

Time taken under the Cancer Screening legislation will not affect perfect attendance or eligibility to receive the Attendance Incentive.

ARTICLE VI LEAVE OF ABSENCE

Maternity Leave

The District will treat any absence caused by maternity as a disability leave to the extent it is approved by the employee's personal physician. Employees may use their accumulated sick leave.

Unpaid Leave for Extended Illness

Upon application to the Human Resource Director and upon medical verification, Falvo may be entitled to an unpaid leave of absence for the period of disability up to a maximum period of two (2) calendar years. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Falvo's expense.

The leave will conclude either after two (2) calendar years or upon certification by a physician that Falvo is capable of resuming her full duties.

Other Unpaid Leaves

Upon application to the Human Resource Director and at the sole discretion of the Superintendent, Falvo may be entitled to an unpaid leave of absence for up to a maximum of one (1) calendar year for personal reasons. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Falvo's expense.

Child Rearing Leave

Following the birth of a child or taking custody of a child through adoption and upon application to the Human Resource Director, Falvo may be granted an unpaid leave of absence for the purpose of child rearing for up to a maximum of two (2) calendar years. The authority to approve leave requests rests solely with the Board of Education.

During the period of the leave of absence seniority and benefits will not accrue.

The health insurance may be continued at Falvo's expense.

ARTICLE VII WORK SCHEDULES

The work schedule for Falvo will be eight (8) hours per day, with a thirty (30) minute unpaid lunch break.

Falvo shall be considered exempt employees in accordance with the Fair Labor Standards Act. As such, full-time employees are not eligible for extra-time or overtime.

Falvo shall be permitted to work remotely provided she is regularly available during the district's normal business hours.

ARTICLE VIII RETIREMENT

All eligible Tier I and Tier II employees shall be members of the New York State Employees Retirement System Plan 75I, Improved Non-Contributory Plan. Employees will be covered under, Tier III, Tier IV, Tier V and Tier VI pursuant to law.

The District shall provide the guaranteed minimum death benefit, known as the 60-b Plan.

The District shall continue to provide option 41-j of the Retirement Law. This plan provides that employees may apply up to 165 days of accumulated unused sick leave credits which an employee has at the time of retirement, towards super additional service credit.

After ten years of Burnt Hills service, provided Falvo is eligible for New York State Retirement and has submitted a letter of resignation to the Superintendent of Schools for the purposes of retirement, an account will be established and used by the District to pay the difference between the retired employee's total health insurance premium and the percentage of premium paid by the District for the retiree's health insurance.

The total amount used to fund this account will equal \$70 per day for accrued sick leave.

Falvo will be required to have these funds established in an account that will be used by the District to pay the difference between the retired employee's total insurance premium and the percentage of premium paid by the District for the retiree's health insurance. These monies will continue to be used for health insurance premiums until they are completely expended. The effective date of retirement will be used for determining the total number of accumulated unused sick leave days. In the event of the death of a retired employee, all funds credited to the retired employee's account will be applied toward the purchase of health insurance for the surviving spouse and/or eligible dependent(s) of said employee choosing to remain in the program. In the event of the death of a retired employee without a surviving spouse and/or eligible dependent(s), unexpended retiree health insurance payment monies will be retained by the District.

In addition, provided Falvo who meets the eligibility criteria stated in the preceding paragraphs and who provides at least six months notice of retirement with a retirement date of June 30th, will receive a retirement termination increment equal to \$12,500. This

stipend shall be paid to the employee upon retirement.

All notification requirements set forth above must be met to receive these benefits.

ARTICLE VIII HEALTH INSURANCE

Falvo will contribute the following for health insurance:

Single Membership	10%
2Person/Family Membership	20%
Retired Membership	50%

Effective July 1, 2108, 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 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.

An Employee that is eligible for health insurance but declines coverage and provides proof of insurance through a spouse or other outside carrier will be entitled to a \$2,500 health insurance buyout payable at the end of the year that health insurance coverage was declined.

ARTICLE IX - MILEAGE

Mileage will be reimbursed at the rate approved by the Board of Education.

ARTICLE X -- PROFESSIONAL DEVELOPMENT

Tuition Reimbursement

Falvo may request to be reimbursed for graduate courses with prior approval by the Superintendent of Schools

Such reimbursement will be limited to the current S.U.N.Y. Albany graduate (non-MBA)

program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports.

Should Falvo separate from service with Burnt Hills Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district, Falvo shall be required to pay the district an amount equal to the amount of such reimbursement.

ARTICLE XI -- DIRECT DEPOSIT

Falvo shall have their paychecks directly deposited into a bank account of the employee's choosing.

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.

Totality of the Agreement

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

Length of the Agreement

This contract shall be in effect for the period from July 1, 2023, 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, 2023.

PATRICK MCGRATH

Superintendent

TRACY FALVO

Contract



District Treasurer

BURNT HILLS - BALLSTON LAKE CENTRAL
SCHOOL DISTRICT

2023-2025

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IDENTIFICATION OF PARTIES

THIS AGREEMENT, made this _____ day of June 2023, by and between **THE SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Superintendent”), and **AMANDA NASADOSKI**, District Treasurer (hereafter “Nasadoski”).

On August 26, 2021, and upon the recommendation of the Superintendent of Schools, Nasadoski was appointed to the position of District Treasurer.

ARTICLE I - RESPONSIBILITIES

Section 1 Responsibilities of the District Treasurer

The District Treasurer covered by this agreement shall be responsible for all accounting, payroll and financial reporting for the district including: payroll and benefits, accounts payable and receivable. This includes the following: Receive district funds from various sources and deposit same in the bank(s) designated by the Board of Education; Sign all checks issued by the District; upload positive pay file to proper bank for all checks issued from the district; follow on all uncashed district issued checks for resolution; Keep a record of District receipts and disbursements, including the recording of receipts and journal entries into the District's financial management system in accordance with the rules and regulations of the NYS Comptroller's Office and the Uniform System of Accounting; Prepare and submit monthly general fund financial statements, treasurer's and school lunch profit and loss reports and quarterly capital fund and extra class fund financial statements to the Board of Education; monitor state and federal aid expected and received; file for lunch reimbursement monthly from Child Nutrition management System; maintain Trust and Agency and Trust and Expenditure/scholarship accounts; maintain cash flow report; invest surplus District funds in accordance with board policy; Complete quarterly sales tax reporting for School Lunch Program, yearly sales tax for Extra Class Activity funds, quarterly Federal 941 and quarterly NYS 45 payroll tax reporting, and quarterly GA-4 (workers comp assessment); submit payroll taxes to NYS and IRS every payroll; post interest received and prepare bank reconciliations monthly; maintain strict controls over all banking functions to ensure blocks, filters, dual approvals, multi factor authentication and all other security features are in place to protect the district bank accounts from fraudulent activity; maintain debt service schedule and make all payments in a timely fashion; process ERS yearly payment in a timely fashion; and be responsible for reporting budget to actual spending to the New York State Education Department via the annual ST-3 entered in the NYS Management System (SAMS).

The District Treasurer shall be responsible for running payroll compliance reports and working with the Director of Human Resources for Labor Relations and Legal Services (primarily), the Director of Human Resources for Personnel Management, the School Business Administrator, the Assistant Superintendent for Curriculum & Instruction, and the Assistant Superintendent for Support Services to properly implement payroll matters related to the district’s multiple collective bargaining agreements. Further, the District Treasurer will serve as the liaison and coordinator between the above-mentioned

individuals and the payroll department for matters related to compliance as well as communication of payroll related matters with all district employees.

Section 2 Amendments to Responsibilities

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

ARTICLE II - WORK YEAR AND LEAVE TIME

Section 1 Work Year

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

Section 2 Leave Time

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

On July 31st, 2023 Nasadoski shall be paid out for her 14 days of vacation that would have been carried into the 2023-2024 school year. Payment shall be made using her daily rate of pay during the 2022-2023 school year.

ARTICLE III - SALARY AND BENEFIT PROVISIONS

Section 1 Salary

Nasadoski's salary will be \$72,604 for the 2023-2024 school year. Nasadoski's salary shall be \$75,000 for the 2024-2025 school year.

Section 2 School District Business Leader Certification

In consideration of Nasadoski's earned certification as a school district business leader, Nasadoski's compensation will be increased by the sum of \$5,000 annually to the salary set forth in Article III Section 1.

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 Nasadoski 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 Nasadoski in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Nasadoski is performing her duties within the scope of her employment. Pursuant to Section 3811 of the Education Law, Nasadoski must notify the Board, in writing, of the commencement of any proceeding against her within five (5) calendar days after service of process. Under Section 3023 of the Education Law, Nasadoski 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 her. 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 Nasadoski's choice. Annual payment will not exceed the sum of \$800.00.

Section 6 Coursework Reimbursement

Nasadoski is entitled to reimbursement, for coursework approved by the Superintendent of Schools. Such reimbursement will be limited to the current S.U.N.Y. Albany graduate (non-MBA) program rate. Reimbursement shall be paid upon the successful completion of the course as verified through semester grade reports. In the event Nasadoski should separate from service with Burnt Hills-Ballston Lake Central School District earlier than three (3) years after receiving reimbursement from the district he shall be required to pay the district an amount equal to the amount of such reimbursement.

Section 7 Life Insurance

The District agrees to either purchase or reimburse Nasadoski for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Nasadoski 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 Nasadoski for a long term disability insurance policy of her choice, with the amount of such reimbursement to be no greater than \$1,500.00 per year. Nasadoski 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 July 31st, 2023, the District shall make a one-time non-elective tax-deferred annuity payment to the tax-deferred annuity account of District Treasurer in the amount of \$7,059.50 Said payment shall be considered compensation for the earned but unused sick and personal days that Nasadoski previously earned.

ARTICLE IV - LEAVES OF NECESSITY

Section 1 Disability

During the term of this Agreement or any extension hereto, if Nasadoski is unable to render the services required of her hereunder by reason of sickness or other disability for a period of time extending beyond Nasadoski's leave entitlement described in Article III, Section 2, Nasadoski 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 Nasadoski may occur more than once during a single school year, the Superintendent may grant Nasadoski 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 Nasadoski, and the Board will pay the difference between the Workers' Compensation payment and Nasadoski' salary for a time period of up to 12 calendar months.

If Nasadoski is approved for a Workers' Compensation award, she will be permitted to participate in the health, dental, and prescription drug insurance program of the District (75/25 family, two-person and 85/15 individual) for up to a maximum of 12 months from the beginning date of the award. If Nasadoski continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Nasadoski 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 Nasadoski if attendance is required at School District related 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 Nasadoski is summoned for jury duty and a request by Nasadoski to be excused from such jury duty is denied, the District will pay Nasadoski' daily salary during the term of the jury duty service.

Section 6 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 Nasadoski 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 7 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 8 Leaves of Absence

Unpaid leave for up to two (2) years may be granted in compliance with Board policy. A written request by Nasadoski 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 Nasadoski' premium for both hospitalization and dental coverages will be:

Single membership - 85%

Family or two-person membership - 75%

Retired membership - 50% of individual, 2 person or family premium

Nasadoski 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 her pension from the New York and State Local Retirement System.

B. Nasadoski shall have the option to buy out of health insurance coverage as long as she and/or her 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 Highmark Blue Shield 815 Plan. This payment will be made to Nasadoski during the month of June for each of the year of this Agreement.
- ii. Nasadoski 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 Nasadoski' spouse.
 2. Divorce from Nasadoski' spouse (if she is providing the family health insurance).
 3. Loss of Nasadoski' spouse's coverage for any other reason.

In the event that Nasadoski elects to rejoin the program at any other time, she 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 Nasadoski from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Nasadoski 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 1

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 an Assistant Superintendent to accompany her/her, 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 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 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, Nasadoski 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 Nasadoski. 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 their authority shall be final and binding upon all parties.

ARTICLE VII – RIGHTS OF THE TREASURER

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 District Treasurer 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, 2023 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 Amanda Nasadoski 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

DISTRICT TREASURER

BY: _____
Amanda Nasadoski, District Treasurer

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS
BOARD OF EDUCATION

BY: _____
Jen Longtin, Board President

**AGREEMENT
BY AND BETWEEN
BURNT HILLS BALLSTON LAKE CENTRAL SCHOOL DISTRICT
AND
THE OPERATIONS MANAGEMENT ORGANIZATION**

This Agreement by and between the Superintendent of the Burnt Hills Ballston Lake Central School District, Burnt Hills, New York, a School District duly organized and existing under the laws of the State of New York, ("Superintendent"), and the Operations Management Organization ("OMO"), provides as follows:

WITNESSETH:

WHEREAS, the School District and the OMO bargained a contract for the period of July 1, 2022 - June 30, 2026 and established the salaries for the positions of Director of Facilities and Supervisor of Custodians; and

WHEREAS, the Director of Facilities is scheduled to make \$124,719.50 in the 2023-2024 school year, \$129,084.68 in the 2024-2025 school year and \$133,602.64 in the 2025-2026 school year; and

WHEREAS, the Supervisor of Custodians is scheduled to make \$82,920.31 in the 2023-2024 school year, \$85,822.52 in the 2024-2025 school year and \$88,826.31 in the 2025-2026 school year; and

WHEREAS, the Director of Facilities and the Supervisor of Custodians have also submitted for additional compensation as the owner's representatives for construction matters; and

WHEREAS, the District and the OMO have discussed including the owner's representative duties into the responsibilities of the Director of Facilities and Supervisor of Custodians positions; and

WHEREAS, the District and the OMO have discussed the matter and have mutually agreed to resolve the matter under the following terms and conditions.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Director of Facilities Annual Salary** - The School District and the OMO agree that the

salary for the Director of Facilities shall be \$140,000 for the 2023-2024 school year, \$144,900 for the 2024-2025 school year and \$149,971.50 for the 2025-2026 school year.

2. **Supervisor of Custodians Annual Salary** - The School District and the OMO agree that the salary for the Supervisor of Custodians shall be \$113,000 for the 2023-2024 school year, \$116,955 for the 2024-2025 school year and \$121,048.43 for the 2025-2026 school year.
3. **Owner's Representative Compensation** - The parties agree that beginning July 1, 2023, the Director of Facilities and the Supervisor of Custodians shall be the district's owner's representatives for construction projects without any additional compensation other than the annual salaries described in Sections 1 and 2 of this Agreement.
4. **Law of New York** - This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
5. **Binder** - This Agreement shall bind the Employee, the Employee's heirs and assigns; and the School District, its agents, successors and assigns.
6. **Full Agreement** - This Agreement constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.
7. **Board Approval** - This Agreement is subject to final approval by the Board of Education.

Dated: July ____, 2023

FOR THE DISTRICT:

OMO:

Patrick McGrath
Superintendent of Schools

Dan Diggins
OMO President