

THIS AGREEMENT is made on the _____ day of June, 2024 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, 2024 and end June 30, 2025.

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

2024-2025 Salary - ~~\$95,000~~ **\$98,800**

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, 2024, through June 30, 2025. Negotiations for a successor contract shall commence no later than March 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.

IN WITNESSETH WHEREOF, the parties hereto have set their hands and seals on the ____ day of June, 2024.

PATRICK MCGRATH

Superintendent

TRACY FALVO