Contract



ASSISTANT DIRECTOR OF TECHNOLOGY FOR INFORMATION & SECURITY SYSTEMS

BURNT HILLS - BALLSTON LAKE CENTRAL SCHOOL DISTRICT

2025-2028

TABLE OF CONTENTS

INTRODUCTION IDENTIFICATION OF PARTIES ARTICLE I RESPONSIBILITIES WORK YEAR AND LEAVE TIME **ARTICLE II** SALARY AND BENEFIT PROVISIONS **ARTICLE III ARTICLE IV** LEAVES OF NECESSITY **ARTICLE V HEALTH INSURANCE ARTICLE VI GRIEVANCE PROCEDURE ARTICLE VII** RIGHTS OF ADMINISTRATOR **ARTICLE VIII** RETIREMENT INCREMENT **DURATION OF TERMS AND CONDITIONS OF EMPLOYMENT ARTICLE IX ARTICLE X** LEGALITY OF THE AGREEMENT

TOTALITY OF THE AGREEMENT

ARTICLE XI

IDENTIFICATION OF PARTIES

THIS AGREEMENT, made this _____ day of June 2025, by and between THE SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT (hereafter "Superintendent"), and MICHAEL STEINBERG, Assistant Director of Technology (hereafter "Steinberg").

On July 1, 2025, and upon the recommendation of the Superintendent of Schools, Steinberg was appointed to the position of Assistant Director of Technology for Information and Security Systems.

ARTICLE I - RESPONSIBILITIES

Section 1 Responsibilities of the Assistant Director of Technology for Information and Security Systems

The Assistant Director of Technology for Information and Security Systems 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, including how the advent of AI technology may affect each of these areas and how to mitigate associated risks and take advantage of new opportunities. 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.

Additionally, Steinberg will assist other departments in the digitization of department workflows in order to increase efficiency, efficacy, and accuracy of these tasks. This includes meeting with department supervisors and staff to assess current workflows & needs and working collaboratively to refine processes. He will assist with oversight of student workers for the I.T. Department and take on student interns as necessary in the areas of information technology and visual arts.

In collaboration with the Administrator for Technology & Instructional Media and the Assistant Director of Technology for Operational and Audiovisual Systems, Steinberg will work with technical contractors

in the areas of networking and HVAC control to complete projects & tasks in these areas to ensure maximum uptime of these systems.

Steinberg will also take on a leadership role as it pertains to the District's regionalization efforts with other local educational agencies. This may include consulting with partnering stakeholders in the areas of data compliance, cybersecurity best practices, systems administration, managing user provisioning & access control levels, and the deployment of instructional technology. Appropriate staffing may be provided to implement tasks and projects in these areas and Steinberg may be required to provide direct oversight of the work that these individuals complete.

Steinberg may be required to complete other duties as assigned by the Administrator for Technology & Instructional Media.

The Assistant Director of Technology for Information and Security Systems shall be required to maintain their New York State School District Leader Certification.

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. In the event that an increased workload occurs due to regionalization efforts which precludes the satisfactory completion of the duties and responsibilities listed herein, the Assistant Director of Technology agrees to consult with the Administrator for Technology & Instructional Media as well as the Superintendent or their designee to discuss possible modifications to workload and/or assignments.

ARTICLE II - WORK YEAR AND LEAVE TIME

Section 1 Work Year

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

Steinberg shall be afforded the opportunity to work from home in accordance with the district's Administrative Regulation 9520.5.

Section 2 Sick Time

Effective July 1, 2025, Steinberg shall be vested with 120 sick days. Each year thereafter, Steinberg shall be granted twenty (20) sick days every July 1st. Sick leave shall be utilized for personal sick leave, illness in the family, and death in the family, with unlimited accumulation. Steinberg may use up to five (5) days of their sick leave for each death in the family, not to exceed a total of twenty (20) days of their sick leave in any single year.

The immediate family shall include:

- A. Husband, wife, children, and 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 Personal Business Leave

Effective July 1, 2025, Steinberg shall be granted three (3) days of personal business leave. Each year thereafter, Steinberg shall be granted three (3) days of personal leave on July 1st. Personal business leave may be used for personal business which cannot be transacted during times other than the employee's work hours. Absence from Steinberg school assignment to work in another compensated situation is not an acceptable use of personal business days. If an employee does not use personal leave during the employment year, the unused personal leave remaining shall be added to the employee's sick leave accumulation.

Section 4 Vacation Leave

Effective July 1, 2025, Steinberg shall be vested with 35 days of vacation leave. Each year thereafter, Steinberg shall be granted twenty-five (25) days of vacation leave on July 1st. Use of vacation leave must be pre-approved by the Superintendent of Schools.

Steinberg shall be permitted to carry over a maximum of fifteen (15) unused vacation days from one school year to the next. Any carried-over vacation days in excess of ten (10) must be used within the first six months of the succeeding school year. In the event Steinberg terminates employment with the District for any reason (i.e. retirement, resignation, involuntary termination, etc.) Steinberg shall accrue two (2) vacation days per month from July 1 of a given fiscal year to the day of termination (in addition to specified carry-over allocation). If Steinberg completes a full year of employment in a terminating year, their full vacation entitlement shall be earned.

Accrued vacation days will be paid out at the per diem rate of 1/225. Should Steinberg 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 (with the exception of any days carried over from a previous year) in a new fiscal year Steinberg shall be required to pay back the unearned income in one of two ways: (1) At the employee's per diem rate, or (2) through the equivalent dollar amount deducted from their accumulated sick time payout of \$80.00 per day.

As of June 30 of each year, unused vacation days that are not carried forward into the next fiscal year, will become sick days.

ARTICLE III - SALARY AND BENEFIT PROVISIONS

Section 1 Salary

Steinberg's salary will be \$103,529.00 for the 2025-2026 school year. For the 2026-2027 school year, Steinberg will receive a 3.3% increase to salary. For the 2027-2028 school year, Steinberg will receive a 3.3% increase to salary.

The Superintendent agrees to renegotiate salary and responsibilities for the duration of this contract in the event there are significant changes to the staffing of Steinberg's department.

Section 2 Longevity

Administrators with five years of total service with the district shall receive a \$500 longevity payment on July 1st following the completion of five years of service. Administrators with ten years of total service with the district shall receive a \$1,300 longevity payment on the July 1st following the completion of many years of service. Administrators with fifteen years of total service with the district shall receive a longevity payment of \$1,800 on the July 1st following the completion of fifteen years of service. Administrators with twenty years of total service with the district shall receive a longevity payment of \$2,300 on the July 1st following the completion of twenty years of service.

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 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 4 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 5 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 6 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.

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' spouse.
- 2. Divorce from Steinberg' spouse (if she is providing the family health insurance).
- 3. Loss of Steinberg' 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 ASSISTANT DIRECTOR

The terms and conditions as set forth in this Agreement will continue beyond the termination date as set forth in Article IX - Duration. In the event the parties have not entered into a successor Agreement, the salary provisions as set forth in Article III will be continued until such time as a successor Agreement is signed by the parties.

ARTICLE VIII - RETIREMENT INCREMENT

A retiring Assistant Director of Technology for Information and Security Systems with ten years of service to the Burnt Hills-Ballston Lake Central School District shall receive a retirement termination increment of \$12,500 plus \$80 per day for accrued sick leave in excess of 75 days at the time of retirement, with the exception of \$9,370 in unused sick and personal days which was previously compensated for in Steinberg's 2023-2025 contract with the district. This payment shall be made at the time of retirement. To receive this increment and benefit, Steinberg 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 Steinberg 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 |
| | |
| | ASSISTANT DIRECTOR OF TECHNOLOGY FOR INFORMATION ANI SECURITY SYSTEMS |
| | |
| | BY:Michael Steinberg |
| | |
| | |
| WITNES | SS: |
| | HILLS-BALLSTON LAKE CENTRAL SCHOOLS OF EDUCATION |
| BY: | |
| | kshmi Nagarajan, Board President |