

# Contract



## Director of Human Resources BURNT HILLS - BALLSTON LAKE CENTRAL SCHOOL DISTRICT

2025-2028

## **TABLE OF CONTENTS**

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

## **IDENTIFICATION OF PARTIES**

**THIS AGREEMENT**, made this \_\_\_\_ day of July 2025, by and between **THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Board”), and **DACEY A. BONNEY**, Director of Human Resources (hereafter “Bonney”).

On July 16, 2022, and upon the recommendation of the Superintendent of Schools, Bonney was appointed to the position of Director of Human Resources.

## **ARTICLE I - RESPONSIBILITIES**

### **Section 1      Responsibilities of the Director of Human Resources**

The Director of Human Resources covered by this agreement shall manage the District’s personnel data, employee and retiree benefits, recruitment, new employee services, retirement counseling, employee wellness program, and general employment matters under the supervision and direction of the Superintendent of Schools. The Director shall oversee all aspects of the District Benefit plans, including its Health/Dental Insurance plan. The director shall oversee compliance with Schenectady County Civil Service and provide direct supervision over subordinate staff. Does related work as directed by the Superintendent of Schools.

In addition, the Director of Human Resources shall serve as the district’s head of community engagement. The director shall oversee the planning, development, and implementation of the continuing education program. Ms. Bonney will also serve as the primary liaison to BH-BL Businesses and Professional Association and other community organizations to create partnerships that support continuous growth and collaboration. She will assist the Assistant Superintendent for Curriculum and Instruction on the development of the Parent University program. She will also help plan community events, promote outreach efforts, and support a strong relationship between schools and the community at large.

The Director of Human Resources shall be required to maintain her New York State School District Leader Certification.

### **Section 2      Amendments to Responsibilities**

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

## **ARTICLE II - WORK YEAR AND LEAVE TIME**

### **Section 1      Work Year**

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

## **Section 2 Sick Time**

Effective July 1, 2025, Bonney shall be vested with 120 sick days. Each year thereafter, Bonney 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. Bonney 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, Bonney shall be granted three (3) days of personal business leave. Each year thereafter, Bonney 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 Bonney's 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, Bonney shall be vested with forty (40) days of vacation leave. Each year thereafter, Bonney 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.

Bonney 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 Bonney terminates employment with the District for any reason (i.e. retirement, resignation, involuntary termination, etc.) Bonney 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 Bonney 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 Bonney 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 Bonney 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**

Bonney's salary will be \$135,000 for the 2025-2026 school year. Bonney's salary will be \$140,00 for the 2026-2027 school year. Bonney's salary shall be \$145,000 for the 2027-2028 school year.

### **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 Bonney 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 Bonney in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Bonney is performing her duties within the scope of her employment. Pursuant to Section 3811 of the Education Law, Bonney 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, Bonney 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 4      Professional Organization Dues**

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

### **Section 5      Coursework Reimbursement**

Bonney 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 Bonney 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 Bonney for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Bonney 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 provide Bonney with the group a long term disability insurance from Sun Life and Health Insurance Company or a different plan with equivalent or better benefits.

## **Section 8      Non-elective 403(b) Payment**

On or within 14 days before June 30th of each year covered by this contract, the Board shall make a non-elective tax-deferred annuity payment to the Director of Human Resources-tax-deferred annuity account in the amount of \$2,500.

## **Section 9      Longevity**

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

# **ARTICLE IV - LEAVES OF NECESSITY**

## **Section 1      Workers' Compensation**

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

If Bonney 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 90/10 individual) for up to a maximum of 12 months from the beginning date of the award. If Bonney continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Bonney on a 50/50 basis during the remaining time of the Workers' Compensation award.

## **Section 2      Leaves for Legal Business**

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

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

## **Section 3      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 Bonney 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 4      Notice of Return from Leave**

A scheduled leave return to occur at the beginning of the school year must be communicated to the Superintendent, 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 5      Leaves of Absence**

Unpaid leave for up to two (2) years may be granted in compliance with Board policy. A written request by Bonney 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 Guardian-2 PPO.

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

Single membership - 90%

Family or two-person membership - 75%

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

Bonney shall have completed eight (8) years of service to the District to be eligible for the health insurance retirement benefit and must be eligible to retire from the district in accordance with the regulations of the NYS Teachers' Retirement System.

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

In the event that Bonney 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 Bonney from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Bonney had maintained active status in the District health insurance plan for the period in which she 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, 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 their authority shall be final and binding upon all parties.

## **ARTICLE VII – RIGHTS OF THE DIRECTOR**

The Director shall meet monthly with the Superintendent, the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Support Services and the Director of Labor Relations and Legal Service Human to discuss the district's labor relations, personnel and legal matters.

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 Director of Human Resources 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.

In addition to the retirement increment above, Bonney shall be entitled to payment for accrued but unused sick leave upon retirement, with the exception of \$12,500.50 in unused sick and personal days which was previously compensated for in Bonney's 2022-2025 contract with the district. Each accrued but unused day of sick leave shall be valued at \$80 per day. Payment for accrued but unused sick leave shall be deposited into Bonney's 403b account as a non-elective employer contribution within 60 days following the date of retirement.

#### **ARTICLE IX - DURATION**

This contract shall be in effect for the period July 1, 2025 through June 30, 2028. Negotiations for a successor contract shall commence no later than February 1, 2028. 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 Dacey A. Bonney 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

Director of Human Resources

BY: \_\_\_\_\_  
Dacey A. Bonney, Director of Human Resources

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
Lakshmi Nagarajan, Board President