



**Agreement between the  
Assistant Superintendent for  
Curriculum & Instruction  
and the  
Burnt Hills-Ballston Lake  
Board of Education  
July 1, 2016 through June 30, 2019**

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## **IDENTIFICATION OF PARTIES**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of July 2018, by and between **THE BOARD OF EDUCATION OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereinafter the “Board”) and **MARYELLEN SYMER**, Assistant Superintendent for Curriculum & Instruction (hereafter “Symer”).

On July 1, 2014 and upon the recommendation of the Superintendent of Schools, Symer was appointed to the position of Assistant Superintendent for Curriculum & Instruction by the Board. This Agreement is subject to the terms of Education Law Section 3012(1)(b) regarding such appointment.

## **ARTICLE I - RESPONSIBILITIES OF MEMBERS**

### **Section 1 Responsibilities of the Assistant Superintendent for Curriculum and Instruction**

The Assistant Superintendent covered by this agreement shall direct and coordinate the planning, operation, and evaluation of the educational program in the Burnt Hills-Ballston Lake School District as well as direct the operations and facilities of the School district, under the supervision of the Superintendent of Schools per her job description contained in the district’s Administrative Regulations. The Assistant Superintendent shall perform such duties as may reasonably be required for the efficient administration of the educational and support programs as directed by the Superintendent of Schools.

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

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

## **ARTICLE II - WORK YEAR AND VACATIONS**

### **Section 1 Work Year**

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

### **Section 2 Vacation Schedules**

Symer shall accrue the full vacation entitlement on July 1 of each fiscal year. Symer shall receive 25 vacation days per year. Symer shall devise her vacation schedules with the Superintendent and will submit a summer vacation schedule in writing to the Superintendent's office by July 1 of each school year. It is understood that Symer will not include the paid holidays approved annually for non-instructional employees in their 245 work days for any year.

### **Section 3 Unused Vacation Days**

Symer may carry 15 unused vacation credits from one school year to the next. Five (5) unused vacation days must be used within the first six months of the succeeding school year. In the event that Symer terminates employment with the District for any reason (i.e. retirement, resignation, involuntary termination, etc.) Symer 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 Symer completes a full year of employment in a terminating 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 of 1/225. The entitlement will be deposited into a 403b account for the retiring administrator within 60 days following the date of retirement. If Symer terminates employment with Burnt Hills-Ballston Lake CSD and has used more vacation days than the set accrual rate of two (2) days per month in a new fiscal year she 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.

### **Section 4 Sick Time Accrual**

In a terminating year, Symer shall accrue two (2) sick days per month from July 1 to the day of termination up to a maximum of 20.

## **ARTICLE III - SALARY AND BENEFIT PROVISIONS**

### **Section 1 Salary Schedule**

Symer's salary will be \$151,480 for the 2016-2017 school year. The salary will increase to \$156,480 for the 2017-2018 school year. Symer's salary will be \$161,710 for the 2018-2019 school year.

### **Section 2 Earned Doctorate Entitlement**

In the event Symer shall obtain an earned doctorate degree in any field of education, her compensation will be increased by the sum of \$1,250 annually to the salary set forth in Article III Section 2. If an earned doctorate is obtained during the course of a school year, this compensation will be prorated for the remainder of the school year and increase to \$1,250 in the following school year.

### **Section 3 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 and for dependent care prior to taking deductions for FICA and state and federal income tax.

The plan will require a minimum annual dependent care contribution of \$1,000.

#### **Section 4 Indemnification**

The District shall provide indemnification to all administrators represented in this contract and in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Symer is performing her duties within the scope of her employment. Pursuant to Section 3811 of the Education Law, all employees must notify the Board of Education in writing of the commencement of any proceeding against him or her within five (5) days after service of process. Under Section 3023 of the Education Law, employees must deliver a copy of the Summons and Complaint or demand or notice to the Board of Education within ten (10) days of the time the Complaint is served on such person. Delivery to the Board of Education shall be to the Clerk of such Board of Education. Days are defined in this provision as calendar days and not school days.

#### **Section 5 Professional Organization Dues**

The District will reimburse Symer for two Professional Organizations. Annual reimbursement will not exceed a total of \$800. Symer shall provide receipts from the two organizations for such payments.

#### **Section 6 Coursework Reimbursement**

Symer is entitled to reimbursement for coursework necessary to maintain required New York State Certifications. In addition, for university course work approved by the Superintendent of Schools, tuition shall also be reimbursed.

#### **Section 7 Longevity**

Symer shall have a \$2,000 longevity payment added to her salary effective 7/1/2018.

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

On June 30<sup>th</sup> of each year covered by this contract, the Board shall make a non-elective tax-deferred annuity payment to the Assistant Superintendent for Curriculum & Instruction tax-deferred annuity account in the amount of \$1,250.

### **ARTICLE IV - LEAVES OF NECESSITY**

#### **Section 1 Leave Entitlement**

A total of twenty (20) days leave per year will be granted to Symer for personal sick leave, illness in the family, and death in the family, with unlimited accumulation. No more than ten (10) days leave for illness in the family can be used in any single school year.

#### **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**

In situations where death or critical illness in the family of an individual occurs more than once during a single year, the Superintendent may grant an additional four days, non-accumulative to an individual, beyond the specified 20 days in Section 1.

### **Section 4 Personal Business Leave**

In any one year a maximum of three (3) days in addition to those described in Section 1 may be used for personal business, which cannot be transacted during times other than Symer's work hours. For example, personal days cannot be used to extend a vacation, for shopping, or for medical and dental appointments except in cases of emergency. Should Symer wish to use a personal day either the day prior to, or following, a regular scheduled vacation or holiday she must have the prior approval of the Superintendent of Schools. Absence from one's school assignment to work in another compensated situation is not an acceptable use of personal business days. If Symer 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 5 Workers Compensation**

In any worker's compensation case there will be no loss of sick leave to Symer and the Board of Education will pay the difference between worker's compensation and the Symer's salary for a time period up to 15 months.

If Symer is approved for a Workers Compensation award, Symer will be permitted to participate in the health, dental, and prescription drug insurance program on the normal shared basis with the district (80/20 family, 90/10 individual) up to a maximum of 15 months from the beginning date of the award. If Symer continues on Workers Compensation beyond fifteen (15) months, the health insurance premium will be shared 50/50 during the remaining time of the award.

### **Section 6 Leaves for Legal Business**

Temporary leaves with full pay will be granted to Symer when attendance is required at PERB hearing, court hearings, legislative hearings and other non-compensated legal processes providing such requirement is not the result of violation of Section 210 of Civil Service Law.

Should Symer be summoned for jury duty, and a request for excuse from jury duty by Symer and school authorities is denied, the school district will pay Symer's daily salary.

## **Section 7      Sabbatical Leave**

A. Symer may apply for sabbatical leave may, and upon the recommendation of the Superintendent of Schools and approval of the Board of Education, be granted a sabbatical leave for study or other purposes benefiting the school system and contributing to the professional growth of Symer in the capacity in which she is employed.

B. Sabbatical may be granted for a full year or a half-year. Compensation will be granted at the rate of half-pay for a full-year leave or quarter-pay for a half-year. Payment to recipients will be prorated and will follow the regular payroll schedule during the leave of absence. Payments will be based upon the salary step the person would have been on during the leave for a regular professional assignment. When any other additional compensation is received during the leave and as a result of the leave, and the combination of such compensation and the sabbatical pay exceeds the regular professional salary the recipient would have received under normal employment that year, the sabbatical pay will be adjusted to that amount which represents the total of the regular professional salary for that year.

C. Application for sabbatical leave should be submitted to the Superintendent's office not later than March 1 preceding the year of the leave.

D. The standard application form should be used and complete explanation provided on the application form concerning the following questions:

- Purpose of request
- Activities anticipated
- Professional benefits to applicant
- Educational benefits to the school district
- Anticipated compensation beyond the sabbatical pay allowance
- An interview may be requested to provide further information concerning the request

E. Grants may be restricted in number or denied as necessary in the judgment of the Superintendent.

F. The recipient will be required to indicate in a contract document his/her intention to return to the district for two (2) full years of employment following the sabbatical leave. If such obligation is not fulfilled, the recipient will return to the school district the full amount received for the leave or an amount prorated for any fractional part of the two (2) school years during which the obligation was not fulfilled. Such an obligation will be repaid in no more than sixty (60) equal monthly payments, although the recipient may specify a schedule that will permit a more rapid repayment.

## **Section 8      Family Care Leave**

A. A leave of absence for family care will be granted up to a total of two years. Requests for leave should indicate termination of the leave at either the reporting period closest to the middle of the school year or at the end of the school year. The Board of Education may consider a subsequent request made by an administrator 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 30 days before the date that the requested leave is to begin. For probationary employees the period of leave shall be an interruption of the probationary period.

C. An administrator requesting a leave will be entitled to all provisions of the Family and Medical Leave Act of 1993.

### **Section 9 Notice of Return from Leave**

Administrators scheduled to return from leave at the beginning of the school year must notify the Personnel Office, in writing, by April 1 preceding the July return date concerning their intention to return. Administrators scheduled to return at the beginning of the second semester, if return during the school year has been approved, must notify the Personnel Office, in writing, by November 15 preceding the return date concerning their intention to return.

### **Section 10 Leaves of Absence**

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

### **Section 11 Disability**

During the terms of this Agreement or any extension hereto, if Symer is unable to render the services required of him hereunder by reason of sickness or other disability for a period of time extending beyond the Symer's sick leave entitlement, she shall be granted an extended leave for an additional period of time, with compensation, up to a total maximum period of six months, including the number of days of sick leave, provided there is evidence to a reasonable medical certainty that the Superintendent will be able to resume his employment with the District at the end of said extended leave.

## **ARTICLE V - HEALTH INSURANCE**

The school district will provide the following health insurance coverage during the life of this agreement:

- Hospitalization, doctor and major medical insurance better than or equivalent to the BlueShield 815 PPO Plan in effect during the 2018-2019 school year.
- Dental insurance coverage including x-ray, preventative, restorative, prosthetic, and orthodontic services.



The school district's contribution toward Symer's premium for both hospitalization and dental coverages will be:

Single membership - 90%

Family or two person membership - 80%

Retired membership - 50% of individual, two person or family membership.

Unused sick leave will be used to establish an account in an amount equal to \$80.00 per day. This account will be used by the district to pay the difference between the retired employee's total insurance premium and the percentage of the 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 retirement date will be used for determining the total number of accumulated sick leave days.

## **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 of Education.

"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 I**

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 the other 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 other Assistant Superintendent if the employee desires, the Superintendent of Schools, and any other parties directly involved in the grievance in question. All hearings held shall be in closed sessions. Such hearing shall be an attempt to resolve the grievance. Within ten (10) days after such a hearing the President of the Board of Education, or a designee, shall make a decision in writing regarding the grievance and set forth the reason for such a conclusion. A copy of such decision shall be given to the employee 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 employee 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**

As a tenured professional, the Symer is subject to pertinent state law, SED regulations and Commissioner regulations and to section 3020(a) for any disciplinary action.

## **ARTICLE VIII - RETIREMENT INCREMENT**

A retiring Assistant Superintendent with ten years of Burnt Hills-Ballston Lake Central School District service shall receive a retirement termination increment of \$12,500. To receive this increment, Symer must submit a resignation for retirement purposes in writing to the Superintendent of Schools by January 1 and at least six months prior to the effective date of

retirement, which must occur by June 30. 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**

### **Section 1      Legality of the Agreement**

In the event any portion or portions of this agreement shall be found to be unlawful, only those portions so found shall be null and void and the remainder of the contract shall remain in full force and effect.

### **Section 2      Totality of the Agreement**

This document constitutes the entire agreement between the parties regarding the terms and conditions of employment of Maryellen Symer with the Burnt Hills-Ballston Lake Central School District.

### **Section 3      Length of the Agreement**

This contract shall be in effect for the period from July 1, 2018, through June 30, 2019. Negotiations for a successor contract shall commence no later than February 1, 2019. 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 - STATEMENT OF CIVIL SERVICE LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

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 SUPERINTENDENT FOR CURRICULUM & INSTRUCTION

BY: \_\_\_\_\_  
Maryellen Symer, Assistant Superintendent for Curriculum & Instruction

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
Jennifer Longtin, Board President