

Contract



**Operational & Audiovisual Technology Manager**

BURNT HILLS - BALLSTON LAKE CENTRAL  
SCHOOL DISTRICT

2024-2025

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## **IDENTIFICATION OF PARTIES**

**THIS AGREEMENT**, made this \_\_\_\_ day of June 2024, by and between **THE SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Superintendent”), and **MATTHEW MASCELLI**, Operational & Audiovisual Technology Manager, (hereafter “Mascelli”).

On June 18, 2024, and upon the recommendation of the Superintendent of Schools, Mascelli was appointed to the position of Operational & Audiovisual Technology Manager.

## **ARTICLE I - RESPONSIBILITIES**

### **Section 1 Responsibilities of the Operational & Audiovisual Technology Manager**

The Operational & Audiovisual Technology Manager shall have a primary focus on providing technical expertise and leadership for all district events, productions, and spaces requiring lighting, sound, and presentation technology. This includes training and preparing students in grades 5-12 to program and operate these systems. The manager will design lighting and sound plots, advising the set building team on proper rigging usage. They will troubleshoot issues, provide repairs, maintenance, and programming for all lighting, sound, and other audio-visual equipment across the district.

The manager will plan and execute budgeting and purchasing related to audio-visual technology needs. They will administer the VOIP phone system, monitor system resources like disk space, and make adjustments to ensure efficient operation per established protocols. The manager will participate in meetings with district stakeholders to discuss technology solutions, providing recommendations on appropriate systems and platforms. They will evaluate new hardware/software specifications, determine if acquisitions are needed to meet requirements, and coordinate with vendors on selection, installation, testing, and maintenance.

Additionally, the Operational & Audiovisual Technology Manager will be responsible for managing and maintaining the district's physical security infrastructure including surveillance cameras, access control systems, and related security technology. They will analyze proposed security applications to determine hardware/software needs.

The Operational & Audiovisual Technology Manager shall be responsible for leadership in the areas of technology associated with maintaining, operating and innovating district infrastructure. The Operational & Audiovisual Technology Manager reports to the Administrator for Technology and Instructional Media and works closely with district administrators and supervisors. The Operational & Audiovisual Technology Manager is specifically responsible for leadership and supervision in regard to district wide presentation spaces and equipment (auditoriums, cafetorium, theaters, meeting rooms, etc), security technology (software, cameras, access systems, etc)

**Section 2 Amendments to Responsibilities**

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

**ARTICLE II - WORK YEAR**

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

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

**ARTICLE III - SALARY AND BENEFIT PROVISIONS**

**Section 1 Salary**

Mascelli’s salary will be \$87,224 for the 2024-2025 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 Mascelli 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 Mascelli in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Mascelli is performing his duties within the scope of his employment. Pursuant to Section 3811 of the Education Law, Mascelli 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, Mascelli 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 Mascelli’s choice. Annual payment will not exceed the sum of \$800.00.

**Section 5 Coursework Reimbursement**

Mascelli 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 Mascelli 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 Mascelli for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Mascelli 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 Mascelli 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. Mascelli shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

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

#### **Section 1 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 2 Sick Leave**

Mascelli shall be able to carry his 91.21 days of accrued but unused sick and personal leave from his prior teaching position. Mascelli shall be awarded 20 days of sick leave on July 1, 2024. Unused sick days will accumulate on an unlimited basis.

Mascelli shall be permitted to use sick leave for any absences related to illness or injury of Mascelli's family as described above.

**Section 3 Personal Leave**

Mascelli 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 accumulation.

**Section 4 Vacation Leave**

Effective July 1, 2024 Mascelli shall be entitled to 20 vacation days.

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.

Mascelli must consult with his 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 Mascelli’s employment with the District is terminated for any reason, (i.e. retirement, resignation, involuntary termination, or any other reason) accrued vacation days will be paid out at the per diem rate.

**Section 5 Bereavement Leave**

Mascelli shall be entitled to charge up to four (4) days of his sick leave as bereavement leave for deaths in his family. In situations where death or critical illness in the family of Mascelli may occur more than once during a single school year, the Superintendent may grant Mascelli an additional four (4) days beyond the leave days specified in such provision.

**Section 6 Workers’ Compensation**

In any Workers’ Compensation case the Board will pay the difference between the Workers’ Compensation payment and Mascelli’s salary for a time period of up to 12 calendar months by reimbursing the employee for sick time that is charged.

If Mascelli 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 (80/20 family, two-person and 95/5 individual) for up to a maximum of 12 months from the beginning date of the award. If Mascelli continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Mascelli on a 50/50 basis during the remaining time of the Workers' Compensation award.

#### **Section 7 Leaves for Legal Business**

A. Temporary leave with full pay will be granted to Mascelli 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 Mascelli is summoned for jury duty and a request by Mascelli to be excused from such jury duty is denied, the District will pay Mascelli's daily salary during the term of the jury duty service.

#### **Section 8 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 Mascelli 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 9 Notice of Return from Leave**

A scheduled leave return to occur at the beginning of the school year must be communicated to the Human Resources 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 Human Resources Office, in writing, by November 15 preceding the return date regarding the intention to return.

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

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

Single membership - 95%

Family or two-person membership - 80%

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

Mascelli 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 Retirement System.

B. Mascelli 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. If professionals who are eligible for health insurance opt out according to this provision, the District shall pay Mascelli \$2500 per year if covered by insurance other than that provided by the district. The employee must provide proof of alternate coverage. Payment will be made on June 30th. Payment will be prorated for the year should an employee resign from their position or if such election to opt out of the district's health insurance program became effective after July 1st of a given school year.
- ii. Mascelli 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 Mascelli's spouse.
  2. Divorce from Mascelli's spouse (if she is providing the family health insurance).
  3. Loss of Mascelli's spouse's coverage for any other reason.

In the event that Mascelli 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 Mascelli from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Mascelli 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 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 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. 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 EMPLOYEE**

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 Operational & Audiovisual Technology Manager 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, Mascelli must submit a resignation for retirement purposes, in writing, to the Superintendent of Schools by January 1 in the year the Mascelli 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 Mascelli and the Superintendent. The termination increment will be deposited into Mascelli's 403b account within 60 days following the date of retirement.

## **ARTICLE IX - DURATION**

This contract shall be in effect for the period July 1, 2024 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 Matthew Mascelli 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

Operational & Audiovisual Technology Manager

BY: \_\_\_\_\_  
Matthew Mascelli

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS  
BOARD OF EDUCATION

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