

Contract



District Treasurer

BURNT HILLS - BALLSTON LAKE CENTRAL
SCHOOL DISTRICT

January 13, 2025 - June 30, 2025

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IDENTIFICATION OF PARTIES

THIS AGREEMENT, made this 11 day of December, 2024, by and between **THE SUPERINTENDENT OF SCHOOLS OF THE BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOL DISTRICT** (hereafter “Superintendent”), and **CADY KUEBLER**, District Treasurer (hereafter “Kuebler”).

ARTICLE I - RESPONSIBILITIES

Section 1 Responsibilities of the District Treasurer

The District Treasurer covered by this agreement shall be responsible for all accounting, payroll and financial reporting for the district including: payroll and benefits, accounts payable and receivable. This includes the following: Receive district funds from various sources and deposit same in the bank(s) designated by the Board of Education; Sign all checks issued by the District; upload positive pay file to proper bank for all checks issued from the district; follow up on all uncashed district issued checks for resolution; Keep a record of District receipts and disbursements, including the recording of receipts and journal entries into the District's financial management system in accordance with the rules and regulations of the NYS Comptroller's Office and the Uniform System of Accounting; Prepare and submit monthly general fund financial statements, treasurer's and school lunch profit and loss reports and quarterly capital fund and extra class fund financial statements to the Board of Education; monitor state and federal aid expected and received; file for lunch reimbursement monthly from Child Nutrition Management System; maintain Trust and Agency and Trust and Expenditure/scholarship accounts; maintain cash flow report; invest surplus District funds in accordance with board policy; Complete quarterly sales tax reporting for School Lunch Program, yearly sales tax for Extra Class Activity funds, quarterly Federal 941 and quarterly NYS 45 payroll tax reporting, and quarterly GA-4 (workers comp assessment); submit payroll taxes to NYS and IRS every payroll; post interest received and prepare bank reconciliations monthly; maintain strict controls over all banking functions to ensure blocks, filters, dual approvals, multi factor authentication and all other security features are in place to protect the district bank accounts from fraudulent activity; maintain debt service schedule and make all payments in a timely fashion; process ERS yearly payment in a timely fashion; and be responsible for reporting budget to actual spending to the New York State Education Department via the annual ST-3 entered in the NYS Management System (SAMS).

The District Treasurer shall be responsible for running payroll compliance reports and working with the Director of Labor Relations and Legal Services (primarily), the Director of Human Resources, the School Business Administrator, the Assistant Superintendent for Curriculum & Instruction, and the Assistant Superintendent for Support Services to properly implement payroll matters related to the district's multiple collective bargaining agreements. Further, the District Treasurer will serve as the liaison and coordinator between the above-mentioned individuals and the payroll department for matters related to compliance as well as communication of payroll related matters with all district employees.

Section 2 Amendments to Responsibilities

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

ARTICLE II - WORK YEAR AND LEAVE TIME

Section 1 Work Year

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

Section 2 Leave Time

Kuebler shall annually be credited on July 1 with thirty (30) non-cumulative leave days (Flex Days) to be used for vacation, sick, personal and/or bereavement purposes. Upon request of Kuebler and the Superintendent's approval, Kuebler may defer up to ten (10) unused leave days to the next succeeding school year.

ARTICLE III - SALARY AND BENEFIT PROVISIONS

Section 1 Salary

Kuebler's salary will be \$85,000 (prorated) for the 2024-2025 school year.

Section 2 School District Business Leader Certification

In consideration of Kuebler's earned certification as a school district business leader, Kuebler's compensation will be increased by the sum of \$5,000 annually to the salary set forth in Article III Section 1.

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 Kuebler's 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 Kuebler in accordance with Sections 3811 and 3023 of the New York State Education Law. This indemnification applies while Kuebler is performing her duties within the scope of her employment. Pursuant to Section 3811 of the Education Law, Kuebler 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, Kuebler 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 5 Professional Organization Dues

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

Section 6 Coursework Reimbursement

Kuebler 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 Kuebler 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 7 Life Insurance

The District agrees to either purchase or reimburse Kuebler for a life insurance policy, with the amount of such reimbursement to be no greater than \$1,000.00 per year. Kuebler shall submit documentation of such life insurance policy to the District in order to receive such reimbursement.

Section 8 Long Term Disability Insurance

The District agrees to reimburse Kuebler for a long term disability insurance policy of her choice, with the amount of such reimbursement to be no greater than \$1,500.00 per year. Kuebler shall submit documentation of such disability insurance policy to the District in order to receive such reimbursement.

Section 9 Transition

Kuebler shall be entitled to up to five (5) transition days at her daily rate of pay between the approval of this Agreement and her start date with the district

ARTICLE IV - LEAVES OF NECESSITY

Section 1 Disability

During the term of this Agreement or any extension hereto, if Kuebler is unable to render the services required of her hereunder by reason of sickness or other disability for a period of time extending beyond Kuebler's leave entitlement described in Article III, Section 2, Kuebler 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 Kuebler may occur more than once during a single school year, the Superintendent may grant Kuebler 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 Kuebler, and the Board will pay the difference between the Workers' Compensation payment and Kuebler's salary for a time period of up to twelve (12) calendar months.

If Kuebler 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 85/15 individual) for up to a maximum of 12 months from the beginning date of the award. If Kuebler continues on Workers' Compensation beyond twelve (12) months, the District health insurance premium will be shared by Kuebler 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 Kuebler 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 Kuebler is summoned for jury duty and a request by Kuebler to be excused from such jury duty is denied, the District will pay Kuebler's 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 Kuebler 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 Kuebler 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 Kuebler's 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

Kuebler 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 her pension from the New York and State Local Retirement System.

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

In the event that Kuebler 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 Kuebler from rejoining the District's health insurance program and continuing such health insurance benefits into retirement in the same manner as if Kuebler 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/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, Kuebler 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 Kuebler. 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 TREASURER

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 District Treasurer 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.

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 Cady Kuebler 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

DISTRICT TREASURER

BY: _____
Cady Kuebler, District Treasurer

WITNESS:

BURNT HILLS-BALLSTON LAKE CENTRAL SCHOOLS
BOARD OF EDUCATION

BY: _____
Lakshmi Nagarajan, Board President