

**PARAPROFESSIONAL
AGREEMENT**

between the

**BALLSTON SPA ASSOCIATION OF
TEACHING ASSISTANTS**

and the

SUPERINTENDENT OF SCHOOLS

BALLSTON SPA CENTRAL SCHOOL DISTRICT

July 1, 2021– June 30, 2024

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ARTICLE 1
RECOGNITION

- A. The Ballston Spa Central School District, having determined that the Ballston Spa Association of Teaching Assistants is supported by a majority of the Teaching Assistants in a unit composed of all Teaching Assistants, hereby recognizes the Ballston Spa Association of Teaching Assistants (BSATA) as the exclusive negotiating agent for the members of such unit. BSATA and the District further recognizes that the primary duties and responsibilities of Teaching Assistants shall remain with certified Teaching Assistants and shall not be assigned to others who are not bargaining unit members, even if such person holds certification. Child care providers, aides, or other persons hired primarily to meet the physical/behavioral needs of students are not represented by this unit or agreement. The parties agree to extend the period of unchallenged representation status for the maximum period authorized by law.

- B. The Board agrees to make this agreement effective by adopting resolutions covering the articles of this agreement where such action is required.

- C. Dues Deductions
 - 1. The District agrees to deduct from the salaries of its employees' dues as determined and certified by the Ballston Spa Association of Teaching Assistants and as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the BSATA. Dues authorization shall be in writing on the form set forth below:

(Print)	Last Name	First	Initial
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Building Address

Social Security Number

To: Ballston Spa Central School District

I hereby request and authorize you, according to arrangements agreed upon with the Ballston Spa Association of Teaching Assistants, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the District and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purpose. This authority shall remain in full force and effect for all purposes while I am employed in the District or until revoked by me in writing.

Employee Signature	Date
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2. The BSATA shall determine and certify to the District in writing the current rate of membership dues. Any change in the rate of dues, after October 1 of each year, shall be given to the District fifteen (15) days prior to the pay date on which the new rates will be deducted.
3. Deductions referred to in Section C.1. above shall be made in the following manner: the total annual membership dues, determined and certified as stated above, shall be deducted in eighteen (18) equal installments beginning with the third pay date. No later than ten (10) days prior to the third pay date, the BSATA shall (1) provide the District with any additional original signed dues authorization cards of those employees who have voluntarily authorized dues deduction and (2) a list of the names and deductions for each continuing and new member.
4. Additional authorizations submitted at least ten (10) days prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the schedule deduction period.
5. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the BSATA. The first and final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If additional deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deduction. When additions to or deletions from the dues deduction list occur between deduction periods, they shall be noted with the remittance, including the person's name, social security number, and the effective date of the change.
6. An employee may withdraw his authorization at any time by written notice received by the Superintendent at least ten (10) days prior to the affective pay period.
7. The BSATA relieves the District and all of its officers from any liability related to such funds so deducted and transmitted.

ARTICLE 2 DEFINITIONS

As used in the agreement, the following terms shall have the respective meanings set forth below:

- A. "District" means the Ballston Spa Central School District.
- B. "Board" means the Board of Education of the District.
- C. "Superintendent" means the Superintendent of Schools of the District or the Superintendent's designee.

- D. “BSATA” means the Ballston Spa Association of Teaching Assistants.
- E. “Association” means the Association of Teaching Assistants.
- F. “BSATA Representative” means a representative of the Ballston Spa Association of Teaching Assistants.
- G. “Assistant(s)” means Teaching Assistant(s).
- H. “Employee(s)” means a member(s) of the unit.
- I. “Building Principal” means Principal of any particular building in which Assistants are assigned.
- J. “Day” means a day that school is in session.
- K. “School calendar” means the days in which school is in session.
- L. “Vacancy” means a position open due to a resignation, transfer, leave of absence, a newly created position or an assignment to another position for a period of greater than thirty (30) days.
- M. “Full time” means seven hours or more.

ARTICLE 3 EMPLOYMENT

- A. An Assistant’s appointment shall be placed on the agenda of the next regularly scheduled business meeting of the Board of Education. An Assistant appointed to a full time position shall be placed on the assistant seniority list in accordance with the Board meeting approval date. In the event more than one Assistant appointment appears on the agenda, for the purpose of seniority, the names shall be listed alphabetically.
- B. An Assistant’s employment is probationary for the period under applicable Education Law. An Assistant terminated during the probationary period shall be given thirty (30) days notice in writing, except if termination occurs in the tenure year, in which case the Assistant shall be notified no later than March 1.
- C. In the event that an assistant position is eliminated, the person terminated will be the one with the least seniority as that term is defined in the laws of the State of New York concerning elimination of teaching positions. The Assistant terminated will be placed on a preferred eligibility list for reinstatement in the same manner as the laws of the State of New York prescribe when teachers are terminated.
- D. If an assistant position is to be eliminated, the least senior Assistant(s) terminated shall be given at least thirty (30) days notice in writing.
- E. Should dismissal take place, the Assistant shall be given thirty (30) days notice in writing.

- F. Due to greatly varying areas of assignments and schedules the building principal shall provide time in an Assistant's day to confer with Teachers and Supervisors. This time will be used for the development of teamwork, communications, student progress and assessment, collaborative lesson planning and curriculum development.
- G. The District shall provide a separate desk for each Teaching Assistant as requested and suitable space for each Assistant to store coats and personal articles. Assistants without classroom working space for a desk shall be provided such space in areas not being used as classrooms.
- H. Where presently available, all Teaching Assistants shall be provided with a mailbox in the office of the building where employed and no more than two (2) Assistants shall share one (1) mailbox.
- I. Effective February 2, 2004 any Assistant hired shall have earned a minimum of eighteen (18) relevant college credits, have experience working with school age children prior to being employed and shall work to meet the qualifications for licensing as a Level III Teaching Assistant, as defined by the State of New York.

ARTICLE 4
TEACHING ASSISTANT – ADMINISTRATION LIASON

- A. Space shall be provided by the District for a BSATA file cabinet in the building to which the BSATA President(s) is assigned.
- B. A copy of the official agenda for each Board meeting, and any attached documents shall be made available to the BSATA prior to the time of the meeting.
- C. The District shall make available to the BSATA, upon reasonable and specific request, all data, research and other pertinent materials in its possession on any issue relevant to negotiations or the administration or enforcement of this agreement, and, in turn, the BSATA shall make available to the District upon reasonable and specific request, all data, research and other pertinent materials in its possession on any issue relevant to negotiations or the administration or enforcement of this agreement.
- D. The Superintendent shall meet regularly with the BSATA on at least a monthly basis to discuss matters of mutual concern, as well as matters relating to the implementation of this agreement.
- E. Copies of this agreement shall be reproduced and given to each presently employed Assistant and to each newly employed Assistant. The cost will be borne equally by the District and the Association.
- F. The BSATA President(s) shall, by name and title, be provided with a mailbox in the office of the building where the BSATA President(s) is employed.

- G. Any change in District policy that will affect Assistants shall be made known to the BSATA President(s) prior to the implementation of such changes.
- H. The Association shall be allowed to send one representative up to three (3) days per year to NYSUT sanctioned functions.
- I. An Assistant shall at all times be given the opportunity of having a representative of the BSATA present at meetings or hearings, where an Assistant may be reprimanded, warned, disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance. The person in charge of the meeting shall so inform the Assistant of the nature of the meeting prior to its taking place. The District will assume the burden of proof in all cases arising under this section.
- J. The District shall provide the President of the Association with copies of salary agreements for new unit employees within thirty (30) days of their date of hire.

ARTICLE 5 RESPONSIBILITIES

- A. An Assistant, who has been appointed by the District to provide direct instructional service to students under the general supervision and planning of a certificated Teacher, shall perform services such as the following:
 - 1. Provides instructional support to individual students or groups of students on special instructional projects.
 - 2. Provides the Teacher with information about students that will assist the Teacher in development of appropriate learning experiences.
 - 3. Assists students in the use of available instructional resources, including addressing their needs and progress in working with such materials.
 - 4. Assists the Teacher in the development of instructional materials.
 - 5. Utilizes special skills and abilities by assisting in instructional programs in such areas as but not limited to early education, special education, library science, technology, foreign language or fine arts.
- B. The scope of Teaching Assistant duties and responsibilities shall not be increased to meet the hygiene needs of students. Only those Teaching Assistants who receive appropriate training shall be expected to restrain students.
- C. The working day of Assistants shall be seven (7) hours including one half (½) hour lunch period. It is specifically agreed that if negotiations between the District and the Ballston Spa Teacher's Association (Teachers' Unit) results in an agreement whereby the Teacher workday is extended beyond the present seven (7) hour work day and the Teachers receive additional compensation for such extended work day, then the work day of the Teaching Assistants may, at the District's discretion, be extended by the same amount of time, not

to exceed 1/2 hour per day and the parties shall reopen negotiations on this issue only, for the purpose of negotiating additional compensation for the Teaching Assistants for such extended work day.

- D. Beginning with the 1998-99 school year, the calendar for Teaching Assistants shall be subject to a limitation of 186 days, which may not be exceeded except by mutual consent of the Superintendent and the Association. It is agreed that any staff orientation days shall be counted in the 186-day limit.
- E. An Assistant shall not be responsible for cafeteria duty except in case of an emergency.
- F. Assistants shall be given a duty free lunch period of at least thirty (30) minutes, normally between the hours of 11:00 A.M. and 1:00 P.M., but not beyond the inclusive hours of 10:30 and 1:30. In addition to the above, all Assistants shall be provided 20 minutes of duty free time. If said Assistants are not full-time employees, said 20 minutes, shall be pro-rated accordingly.
- G. All Assistants shall reserve Mondays for professional meetings called by the Administration if/when topics discussed are deemed relevant by Administration to Assistant responsibilities. Announcements of such meetings shall be made no later than the preceding Wednesday, except in emergencies. Such meetings shall be limited to one (1) hour and begin within twenty (20) minutes after students are dismissed.
- H. In the event the District is obligated by federal law or regulation to meet with members of the bargaining unit to dispense information or material for a continuous period of time exceeding one hour, the length of one or more of these meetings may be extended by an additional hour.

ARTICLE 6 OBSERVATION / EVALUATION

- A. Tenured track Teaching Assistants shall be observed by a certified administrator a minimum of twice each year until a recommendation is made regarding tenure. Such observations should be evenly spaced throughout the school year.

The observation will reflect a Teaching Assistant's performance working with students in an instructional capacity. The observer will schedule the observation at a mutually convenient time (see form in Appendix A).

- B. Teaching Assistants shall be evaluated annually. This annual summative evaluation shall be conducted by a certified administrator with input from the cooperating Teacher and reviewed with each Teaching Assistant by June 1. A Teaching Assistant may respond in writing if s/he disagrees with the evaluation, and this shall be attached to the evaluation. This formal evaluation should not take the place of regular, ongoing feedback from cooperating Teachers.

The current forms shall remain in effect unless or until a change is agreed upon by BSATA and the District. (See forms in Appendix A)

- C. All observations and evaluations will be conducted openly, with full knowledge of the Assistant.
- D. When any written report or evaluation of an Assistant is formulated, a copy shall be given to the Assistant within seven (7) days thereafter. No such report or evaluation shall be placed in the Assistant's file, or otherwise acted upon, without a prior conference between the Assistant and the Administrator. The conference shall take place within seven (7) working days.
- E. Each Assistant with two business days' notice (and by appointment), shall have the right to inspect all material placed in that individual's personnel folder and to make copies of any documents therein.

ARTICLE 7 ASSIGNMENTS, TRANSFERS AND VACANCIES

- A. Assistants shall receive their notification of assignment area from their Building Principal, in writing, for the following school year, by the Friday preceding the last week of school. If a change in staff occurs after the above Friday, all personnel who could be affected will be immediately notified, in writing, of a possible assignment change. When a decision is made, the Building Principal will notify affected personnel in writing within one week following said decision.
- B. Once an Assistant has received his/her assignment for the school year, (s)he will be kept in this assignment area whenever possible. A contemplated change of more than ten (10) days shall be made only after a meeting between the Assistant and the Building Principal, at which time the Assistant shall be notified of the reasons for the proposed change. Whenever possible, the Principal will provide the Assistant with one week's notice of an involuntary change in assignment or hours. In the event that the Assistant objects to the change in assignment, the Assistant shall have a meeting, upon request, with the Superintendent to discuss the proposed change.
- C. An Assistant may apply for a department or school change during the school year. This application shall be made to Human Resources.
- D. When a vacancy occurs or a new position is established, it shall not be filled until such vacancy or position shall have been posted for ten (10) days. All postings shall be sent via email to the BSATA President(s) twelve (12) months of the year. A presently employed Assistant who requests a transfer to such vacancy or position shall be given the opportunity of a personal interview before a new applicant is hired. If all other factors are equal regarding the candidates' qualifications as determined by the district, then the incumbent Teaching Assistant seeking the new position shall be hired.
- E. The eligible Assistant whose position is eliminated shall be offered an available position without loss of his/her title or salary, including increment.
- F. The BSATA president will be invited to participate in the interviews for probationary teaching assistants.

ARTICLE 8

PROFESSIONAL DEVELOPMENT

- A. Teaching Assistant's attendance at workshops, seminars, conferences and other professional improvement sessions results in improved instruction. Therefore, the District and BSATA support on-going professional development for its positive influence on the learning environment. To this end, the BSATA will have representation on the Professional Development Committee (PDC). The superintendent will appoint two members of BSATA by the end of the preceding year, representing elementary and secondary levels when possible. When necessary, the BSATA members will be provided release time to attend committee meetings. Programs and funding provided by the PDC for Teaching Assistants will be those that have the maximum impact on instruction.

All Teaching Assistants shall be notified of any in-service courses or workshops held in the school district for the enrichment of Teachers and Teaching Assistants.

- B. The following types of professional development opportunities will also be made available to Teaching Assistants as funds and programming permit:

- Out of District: TA's wishing to attend a conference or other professional development activity directly related to his/her position shall follow the current District procedure to request supervisor's approval. If the request is denied due to limited funds, the TA may request to attend at his/her own expense if a reasonable substitute can be found. No personal day need be taken, and a substitute will be provided.
- In District: Professional development offerings of workshops or courses, in keeping with identified training needs and district goals, will be provided.

- C. The following training topics are identified but not limited to as being basic/central to the Teaching Assistant function in the District:

- | | |
|-----------------------------------|--|
| • Communication | • Scaffolding of Curriculum for Students with Disabilities |
| • Teamwork | • District-based Curriculum and Instructional Materials |
| • Problem solving | • Assessment |
| • Classroom/Behavioral Management | • Instructional Technology |
| • Violence prevention | • Differentiated instruction |
| • NYS learning standards | • Inclusion |

- D. Compensation for Professional Development (see Article 11.J).

**ARTICLE 9
HEALTH AND DENTAL INSURANCE**

HEALTH

- B. 1. For any Teaching Assistants who are employed on a less than full-time basis, the District shall contribute a pro-rated amount based on FTE toward the cost of the premium.
2. The District shall offer a cafeteria plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall provide for flexible spending accounts that enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans.
3. It is recognized that it is not the intent of the District to provide dual health insurance to unit members who are married to other District employees. New enrollment in two (family/two person) health plans will not be provided for married members of the unit when both spouses are District employees and/or prospective retirees. Enrollment in two different individual plans shall remain an option for married unit members.
4. Teaching Assistants, who are new District employees, who wish to enroll in health and/or dental insurance will be enrolled effective the first of the month following their date of hire.
- C. 1. Teaching Assistants shall have the choice of an individual, two-person or family health insurance plan. Teaching Assistants will pay the following percentage of the total premium cost of the health insurance plan:

Year	2021-2022	2022-2023	2023-2024
Consortium Trust HRA PPO	14%	14%	14%
Consortium Trust Alt PPO	17%	17%	17%
CDPHP HMO	22%	22%	23%

2. For unit members hired after July 1, 2021, the District agrees to only make available to its eligible unit members the WSWHE Counties Health Insurance Consortium Trust HRA plan as long as such plan is available through the Consortium Trust.

For any employee who becomes a member of this unit after July 1, 2021 who was an employee of the School District in another capacity immediately prior to becoming a member of this unit (e.g. an aide becoming a teaching assistant), their

eligibility for which health plan they may enroll in shall be determined by their original date of hire with the School District for purposes of this provision. The date of hire shall be for continuous employment immediately prior to becoming a member of this unit. For example, a teacher's aide hired on 9/1/2015 who becomes a Teaching Assistant after 7/1/21 shall have plan eligibility determined by their 9/1/15 date of hire. Any breaks in employment with the School District shall result in only their most recent date of hire being used. For example a teacher's aide who was employed by the School District prior to 7/1/21 but who separated from employment prior to 7/1/21 and is then hired as a teaching assistant after 7/1/21, shall only be eligible for the WSWHE Counties Health Insurance Consortium Trust HRA.

- D. Effective July 1, 2018, if a full-time Assistant elects not to participate in the District offered family or two-person health insurance plan, then the Assistant may elect to receive a lump sum payment of **one thousand two hundred dollars (\$1,200.00)**. If a full-time Assistant elects not to participate in the District offered individual health insurance plan, then that Assistant may elect to receive a lump sum payment of **eight hundred dollars (\$800.00)**. Assistants eligible for a two-person or family who elect to enroll in an individual plan may elect to receive a lump sum payment in the amount of **eight hundred dollars (\$800)**. A check separate from the payroll check will be issued by the last payroll date in June of each year to those BSATA members who qualify for a health insurance buyout.

Part-time Teaching Assistants who choose not to participate in the District health insurance plan may elect to receive a pro-rated lump sum payment. For example, a Teaching Assistant employed by the District for 50% of the workday in the 2015-2016 school year would receive \$500.00 for a family plan or \$250.00 for an individual plan.

1. Full-time Assistants will only be eligible to receive payment for the plan in which they are enrolled as of the date they elect not to participate in the District offered health insurance plan. Full-time Assistants who are not in a District health plan may choose to receive payment only for the plan they would have been eligible for had they been participating members according to their individual or family status.
2. Such an election may only be made by Assistants at the time of their initial hiring date or as in paragraph 4 below.
3. Assistants who wish to receive this payment must submit a completed Annual Insurance Open Enrollment Acknowledgement Form to the Office of Human Resources by June 30th of the previous fiscal year.
4. Assistants who elect payment under this Section in lieu of family, two-person or individual health insurance are precluded from participation in the plan(s) opted out of until the start of the following fiscal year of the District (i.e. July 1) except in cases of a qualifying event. Notice from Assistants who desire to begin participation in the plan(s) in an upcoming fiscal year must be given by June 30th of the preceding fiscal year.

5. A check, separate from the payroll check, will be issued by June 30 of each year to those BSATA members who qualify for a health insurance buyout. If during the school year, the Assistant, due to an unforeseen emergency, needs to have his/her health insurance resumed or leaves the employment of the District after receiving payment hereunder, a pro-rated share of the payment received will be reimbursed to the District by a deduction from the employee's remaining paycheck(s). Such reimbursement will be pro-rated on a monthly basis, in an amount equal to 1/12th of the payment received for each month remaining in the school year.

DENTAL

1. The District shall select the dental insurance carrier(s) and plan(s). Nothing in this Article shall be interpreted to prevent the District from exercising its right to select different dental insurance carriers.
2. This District agrees to make available to its eligible active unit members the following WSWHE Counties Health Insurance Consortium Trust plans as long as such plans are available through the Consortium Trust:
 - a) Consortium Trust Dental Plan
3. The Consortium Trust Plan listed above shall be equivalent to the benefits of the Consortium Plan in effect on July 1, 2014, as administered by Empire Blue Cross.
4. Effective July 1, 2014 Assistants eligible for a family plan may elect not to participate and elect to receive a lump sum payment of \$200. Assistants eligible for an individual plan may elect not to participate and elect to receive a lump sum payment of \$100. This election must be selected on the District Open Enrollment Acknowledgement Form to the Office of Human Resources by June 30th of the previous fiscal year.

DENTAL:

Year	2021-2022	2022-2023	2023-2024
Percentage	17%	17%	17%

RETIREMENT HEALTH

- A. Effective July 1, 2005, Assistants who retire from the employment of the District must have twelve (12) or more years of service to be eligible for either an individual, two-person or family health insurance plan (based on family/non-family status). Said insurance shall terminate upon the death of the retiree, unless a later termination date is required by applicable external law. Retirees will be responsible for the following portion of their health insurance premiums:

Years of Service	2021-2022	2022-2023	2023-2024
12 – 15	60%	60%	60%

16 – 19	30%	35%	35%
20 +	17%	17%	17%

- B. Effective July 1, 2016, the District will not reimburse Medicare premiums for employee nor their spouses.
- C. Effective July 1, 2006, retired Teaching Assistants are offered the same insurance buyouts as current employees (see Article 9 D.)

**ARTICLE 10
RETIREMENT**

- A. Retirement Incentives: 403(b) Non-Elective Employer Contribution:
 - 1. The District shall contribute an employer non-elective contribution to the 403(b) account of any member of the bargaining unit who retires from the District, pursuant to the regulations of the NYS Teachers Retirement System, prior to the age at which he/she is eligible for any type (i.e., full or reduced) Social Security retirement benefits. Such contribution shall be deposited to the bargaining member’s 403(b) account no later than January 30th of the year following the effective date of retirement. The contribution shall be calculated as 4% of one year’s salary multiplied by the number of years between retirement age and the age at which the retiree first becomes eligible for Social Security retirement benefits. The maximum number of years that may be used on the above calculation shall be seven. Such base salary may be selected by the retiree from any one of the said retiree’s last three years of employment with the District.
 - 2. An Assistant who retires pursuant to NYS Teachers Retirement system, shall receive, as a deposit to their 403(b) account no later than January 30th of the year following the effective date of retirement, an employer non-elective contribution in a per diem amount (“per diem” is defined for purposes of this Section as 1/200 of base salary) for each day of personal leave accumulated in excess of fifty-five (55) days. This contribution shall be calculated by multiplying fifty percent (50%) of the retiree’s base salary per diem rate at retirement by the number of personal leave days accumulated in excess of fifty-five (55), up to a maximum of fifty (50) such days.
 - 3. An Assistant who retires pursuant to NYS Teachers Retirement System shall receive, as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount, based on a sliding scale of accumulated sick leave days in excess of fifty (50) days, up to a maximum of one hundred fifty (150) such excess days. This deposit will be made no later than January 30th of the year following the effective date of retirement. Said contributions shall be calculated by multiplying the per diem amount (“per diem” is defined for purposes of this Section as 1/200th of the Assistant’s base salary) per diem as follows:

Total accumulated sick days at retirement:		
0--50 days	=	not eligible
51--75 days	=	per diem rate times 30%
76--100 days	=	per diem rate times 40%
101--150 days	=	per diem rate times 50%

4. A bargaining unit member must have completed a minimum of twelve (12) years of permanent employment with the District at the time of retirement from the District to be eligible for any of the benefits provided for in this section.

A member of the bargaining unit who wishes to receive the benefits provided for in this Article must provide the Superintendent with his/her letter of retirement by February 15 of the school year in which retirement will occur. Such retirement shall be effective prior to the opening of the following school year. Upon agreement by all parties this date may be waived and all benefits maintained.

B. Procedures/Conditions regarding 403(b) Non-Elective Contributions:

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

1. **No Cash Option**. No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
2. **Contribution Limitations**. In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415 (C) (1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the provider account designated by the employee, in the name of the employee. The provider account must be with a provider on the District's list of approved providers.

4. **Tier 1 Adjustments** Tier 1 members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as closest as possible, to the original intent of the parties.
6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

C. Annuities:

District will provide payroll deduction for tax sheltered annuities.

ARTICLE 11 SALARY

- A. Paychecks will be distributed in sealed envelopes. Unit members utilizing direct deposit will not receive pay stubs, but rather can review and/or download their pay stub from a website designated by the district. The traditional payroll calendar will be followed, without exception for school vacations.
- B. Assistants may elect twenty two (22) or twenty five (25) paychecks.
- C. New Assistants will generally be hired on Step 1 unless experience and/or district needs dictate consideration of a higher placement on the salary schedule. Step advancement as an Assistant shall be automatic. Employees who work an assignment of ninety (90) days or more in any school year shall be credited with a full year's experience.

Should the employee have completed less than ninety (90) days during the first year of employment, the employee will remain on the same step of the salary schedule until the ninety (90) days of the employment have been completed during the following school year, at which time the employee shall be placed on the next higher step of the salary schedule.

Any days in which a Teaching Assistant rendered services to the District as a substitute Teaching Assistant during the first year of employment shall count in computing the ninety (90) days of employment required to advance on the salary schedule during the following school year.

D. Assistants employed for only part of each day or part of each week will be placed on the proper step of the salary schedule. This salary figure will then be multiplied by the percentage of time that the Assistant’s work compared to full-time Teaching Assistants. For example, if an Assistant works half of the time of a full-time Assistant, the salary would be multiplied by .5.

E. **LONGEVITY**

Full-time **10 month** employees will receive longevity pay added to their base salary, in accordance with the following schedule:

Upon Completion of:

	2021-2022	2022-2023	2023-2024
10 Years	\$600	\$650	\$650
15 Years	\$850	\$900	\$900
20 Years	\$1,150	\$1,200	\$1,200

F. At the request of the Administration for work that is beyond the school calendar or beyond a seven (7) hour day, Assistants shall be paid one two hundredth (1/200) of the employee’s salary. Assistants working less than four (4) hours shall be paid one four hundredth (1/400). Assistants working four (4) hours or more shall be paid the full one two hundredth. Assistants working one (1) hour shall be paid 1/200 X 1.5 of the employee’s salary (200 days, 6 hours a day):

$$\text{Example: } \$20,000/200 = \$100/6 = \$16.67 \times 1.5 = \$25.01$$

G. Summer workshop wages for Assistants shall be subject to conditions stated in F above.

H. Assistants assigned to more than one school shall be compensated for travel between schools at the same rate as New York State employees receive.

I. Teaching Assistants are eligible for compensated Extra Duties such as but not limited to chaperoning, clubs and activities per current BSTA contract language should the offerings not be filled by Teachers.

J. Thirty (\$30.00) dollars shall be added onto a Teaching Assistant’s base pay for every pre-approved ten (10) hours of in-service courses/workshops taken after hours.

K. a. Salary credit for in-service credit(s), and certification stipend(s) will be paid at the full annual rate provided the Teaching Assistant submits proof of completed teacher

certification (for certification stipend) and an official request for in-service credit(s) to the Office of Human Resources prior to September 30.

- b. Salary credit for certification, and in-service credit(s), earned during the first semester will be paid at half the annual rate, providing the Teaching Assistant submits proof of certification and an official request for in-service credit(s) to the Office of Human Resources prior to February 28.
- c. Effective September 1, 2011, salary credit for certification or in-service credit(s) will not be paid retroactively for prior school years.
- d. By the third (3rd) payday following the September 30th and/or February 28th submission date(s) the appropriate salary adjustment will be made to the Teaching Assistant's salary and the Teaching Assistant shall receive a copy of the salary adjustment statement.
- e. **One Time Payment:**
Effective July 1, 2018, newly earned course work in computer software, (e.g. Google, Publisher, Microsoft Word/Excel, I Ready, etc.) computer hardware (e.g. Chromebooks, Smart Boards, video cameras, etc.) and/or course work with an expiration date (e.g. First Aid, CPR, etc.) will be paid upon completion as defined by the hourly rate multiplied by the length of session in the school year of completion only. Courses completed June 1- August 30 may be submitted the following school year.

Year	2021-2022	2022-2023	2023-2024
One-time payment courses per hour	\$20.12	\$20.12	\$20.12

- L. A Teaching Assistant who conducts an approved training session will be compensated at the rate of an additional thirty (\$30.00) dollars an hour, with no compensation for preparation.
- M. There will be no additional compensation for participation in professional development held during the school day or for outside training for which the District pays the related expenses.

Participants shall not be required to purchase materials to attend training sessions.
- N. The District will add an additional five hundred (\$500.00) dollars onto the base salary for the attainment of NYS Teacher Certification while serving as a Teaching Assistant in the District.
- O. Any Teaching Assistant who covers for an absent teacher shall be paid an additional twenty-five dollars (\$25.00) per hour. Once an Assistant starts an hour, he/she shall be paid the aforementioned rate.

P. Teaching Assistants shall be paid a stipend based on their certification as outlined in the chart below. Such stipend shall be added to the Assistant’s base salary upon receipt of proof of such certification as per section L above. Stipend shall remain in effect as long as certification remains valid.

Certification	2021-2022	2022-2023	2023-2024
TA Level 1	\$725	\$725	\$725
TA Level 2	\$825	\$825	\$825
TA Level 3	\$1,000	\$1,100	\$1,250
Level 4 TA Continuing Teacher Certified	\$1,500	\$1,600	\$1,750

2021-2022		2022-2023		2023-2024	
Step	Salary	Step	Salary	Step	Salary
1	21,600	1	21,600	1	21,600
2	22,194	2	22,194	2	22,194
3	22,804	3	22,804	3	22,804
4	23,431	4	23,431	4	23,431
5	24,075	5	24,075	5	24,075
6	24,737	6	24,737	6	24,737
7	25,499	7	25,499	7	25,499
8	26,424	8	26,424	8	26,424
9	27,285	9	27,285	9	27,285
10	28,164	10	28,164	10	28,164
11	29,051	11	29,051	11	29,051
12	29,754	12	29,776	12	29,776
13	30,424	13	30,519	13	30,519
14	31,109	14	31,281	14	31,281
15	31,808	15	32,062	15	32,062
16	32,524	16	32,782	16	32,862
17	33,239	17	33,518	17	33,682
18	33,971	18	34,271	18	34,456
19	34,719	19	35,041	19	35,247
20	35,484	20	35,828	20	36,056
21	36,263	21	36,543	21	36,884
22	37,061	22	37,273	22	37,731
23	37,876	23	38,017	23	38,597
24	38,708	24	38,776	24	39,483
25	39,559	25	39,559	25	40,390

Effective July 1, 2021 Teaching Assistants who have completed step 25 will have 2.0% added to their 2020-2021 base salary.

Effective July 1, 2022 Teaching Assistants who have completed step 25 will have 2.0% added to their 2021-2022 base salary.

Effective July 1, 2023 Teaching Assistants who have completed step 25 will have 2.0% added to their 2022-2023 base salary.

Q. Payroll Deductions: The District will provide payroll deductions for the NYSUT Member Benefit Trust.

ARTICLE 12 LEAVES OF ABSENCE

A. TEMPORARY LEAVE OF ABSENCE

1. Personal leave maximum is eight (8) days; taken at the discretion of the Teaching Assistant. For Teaching Assistants employed less than full time, the personal leave maximums will be pro-rated, based on hours worked.
 - a. Leaves of absence without loss of salary shall be for such reasons as the following:
 1. Business and/or legal affairs which can be conducted only during the hours of the school day. This section does not permit leaves of absence for other compensated situations, for example, self or other employment.
 2. Weddings - the employee or the employee's immediate family.
 3. Exigencies attendant to childbirth.
 4. Obligations connected with military affairs, such as induction, examinations and citations.
 5. Graduation - the employee or the employee's immediate family.
 6. Responsibilities attendant to service as an officer in education or public service organization.
 7. Major unpredictable emergencies such as transportation breakdown or weather conditions making travel physically impossible.
 8. Religious holidays.
 9. Serious illness or death in the immediate family. For the purposes of this provision, immediate family shall be defined as follows: spouse, partner, children, father, mother, brothers, sisters, grandfather, grandmother, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, any relative no further removed than uncle or aunt by blood or marriage, and any other members of the household of which the Assistant is a part.
 10. Public obligations such as jury duty (no limit, non-deductible), witness in court action (subpoenaed), tax audit, settling an estate, and workers compensation hearing.

11. Matters of personal concern where privacy is necessary. Leave under this section may not be taken for any reason prohibited by Section A.1.a (1).
 12. Members serving as BSATA representatives to meetings outside of the District.
 13. Members of the negotiating team attending a negotiating session extending considerably beyond the sessions referred to in Article 16.
- b. With the exception of A.1.a (9) serious illness or death in the immediate family, which shall not be limited by this section, any application for personal leave of three or more consecutive school days will require the approval of the Superintendent. Such approval by the Superintendent may not be unfairly denied.
 - c. The maximum number of days allowed for item A.1.a (1) is five (5), and the maximum number of days allowed for item A.1.a (11) is three (3). Reasons A.1.a (1) and A.1.a (11) may not be used to extend school vacations or holiday periods. If an Assistant believes extenuating circumstances warrant extension of the number of days allowed or the extension of vacation or holiday periods, a request may be made to the Superintendent.
 - d. It should be incumbent upon the employee to inform the Superintendent of such reason for personal leave. Such information shall be given as far in advance of the use of leave as circumstances permit.
 - e. The Superintendent may approve additional days when the Superintendent deems necessary and advisable.
 - f. As stated in Article 10 (A)(2), an Assistant who retires pursuant to NYS Teachers Retirement System, shall receive, as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount (“per diem” is defined for purposes of this Section as 1/200 of base salary) for each day of personal leave accumulated in excess of fifty-five (55) days. This contribution shall be calculated by multiplying fifty percent (50%) of the retiree’s base salary per diem rate on June 1 of the year of retirement by the number of personal leave days accumulated in excess of fifty-five (55), up to a maximum of fifty (50) such days.

B. EXTENDED LEAVE OF ABSENCE

1. For such reasons as the Superintendent might approve, a leave of absence not to exceed one year shall be granted to a Teaching Assistant.

2. All benefits to which an Assistant was entitled to at the time the leave began, including accumulated sick leave, will be restored upon the employee's return. Upon return, the Assistant shall be placed upon the salary schedule according to the years of service of the Assistant.
3. An extended leave of absence without pay may be granted upon the recommendation of the Superintendent and the approval of the Board of Education. All requests for such leaves must be made in writing.

C. UNPAID CHILD REARING LEAVE OR MATERNITY LEAVE*

* "Pregnancy-related disability" shall be defined for purposes of this Article as unpaid leave requested by a pregnant Teaching Assistant for the period prior to the commencement of the period of pregnancy related disability.

1. Any Assistant who desires unpaid child rearing leave or pregnancy-related disability leave for the purpose of caring for a newborn child at home shall make a written request for such leave at least (4) months prior to the expected date of birth.
2. Assistants shall receive upon request a child rearing leave or pregnancy-related disability leave of absence without pay for a period not to exceed more than two (2) years. Such leave may be extended by the District. Child rearing leave or pregnancy-related disability leave shall commence at the discretion of the Assistant.
3. All Assistants on child rearing or pregnancy-related disability leave in the school district shall be privileged to continue under the contributory insurance plans, including dental insurance. Subject to the requirements of the Family and Medical Leave Act, the Assistant shall pay one hundred percent (100%) of the insurance premiums. No other supplements to salary or benefits of any kind shall accrue or be paid during the period of child rearing or pregnancy-related disability leave.
4. For the non-tenured Assistant, child rearing or pregnancy-related disability leave shall be an interruption of the probationary period and not in lieu of the requirement for serving a probationary period.
5. An Assistant on child rearing leave or pregnancy-related disability leave shall not accept a full time position in another school district. To do so shall negate all rights and privileges as set forth in this Agreement.
6. Leave shall be available to an Assistant in the case of an adoption subject to applicable conditions above.

**ARTICLE 13
PERSONAL ILLNESS**

- A. An Assistant may be absent without loss of salary on account of personal illness or physical disability.
- B. Assistants shall have available for personal illness or physical disability eighteen (18) days during the year. For Assistants employed less than full-time, the personal illness maximums will be pro-rated for hours worked.
- C. Assistants may accumulate, without limit, all unused leave provided under this Article.
- D. It is the responsibility of the Assistant to keep the Superintendent, or the Superintendent's designee, informed about the nature of the illness or physical disability.
- E. An Assistant who is pregnant shall:
 - a. Notify the Superintendent in writing at least four (4) months prior to the expected birth.
 - b. Provide certification from her physician indicating his or her evaluation of the Assistant's ability to continue performing the full duties and responsibilities of the Assistant's position.
- F. An Assistant will be entitled to receive pregnancy-related disability leave and to use accumulated sick leave if the latter is available during the period of pregnancy related disability as certified by her physician. Any unused sick leave shall be reserved for the employee upon return to the school system.
- G. An Assistant shall be granted a leave for personal illness, which extends beyond the period of accumulated sick leave, without pay, for a maximum of time not to exceed one year.
- H. As stated in Article 10 (A)(3), an Assistant who retires pursuant to NYS Teachers Retirement System, shall receive as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount, based on a sliding scale of accumulated sick leave days in excess of (50) days, up to a maximum of one hundred fifty (150) such excess days. Said contributions shall be calculated by multiplying the current per diem Teaching Assistant substitute pay rate as follows:

Total accumulated sick days at retirement:		
51--75 days	=	per diem rate times 30%
76--100 days	=	per diem rate times 40%
101--150 days	=	per diem rate times 50%

ARTICLE 14 SUBSTITUTE ASSISTANTS

- A. Effective March 13, 2006, Teaching Assistants shall obtain a substitute for any absence through the District provided Sub Caller Service. Whenever possible, a certified substitute Teaching Assistant shall be obtained when a Teaching Assistant is unable to report. A substitute list will be available to each Teaching Assistant at the beginning of the school year and as it is updated throughout the year.
- B. Long-term substitutes: When a Teaching Assistant position becomes vacant or otherwise unencumbered due to a resignation, unpaid leave of absence, or transfer for more than thirty (30) days, the Teaching Assistant's replacement shall be hired on step 1 for the full FTE and shall be entitled to the benefits of the collective bargaining agreement from the first day that such substitute is employed in the unencumbered position.
- C. Per diem substitutes: Substitutes replacing Teaching Assistants who are on paid leave (example: pregnancy-related disability) shall be compensated at the appropriate per diem rate and shall not be entitled to the benefits in this agreement.

ARTICLE 15 GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its Assistants is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible levels, equitable solutions to the alleged grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its Assistants are afforded adequate opportunity to solve their problems without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

B. DEFINITIONS

- 1. A Grievance shall mean any claimed violation, misinterpretation, or inequitable application of law, Board of Administrative rule, regulation, policy or provisions of this agreement relating to or involving the Assistants.
- 2. Aggrieved Party shall mean any person or group of persons or the BSATA filing a grievance.
- 3. Party in Interest shall mean the BSATA Grievance Committee, the BSATA, the Board, any party named in a grievance who is not the aggrieved party, or any party having information or knowledge relating to the grievance.
- 4. The Grievance Committee shall mean the Grievance Committee of the BSATA.

5. Days shall mean days that school is in session.
6. An Assistant shall mean any employee within the negotiating unit or any group of such employees.
7. Grievance Representative shall mean BSATA designated grievance representative.
8. The Principal shall mean the building Principal.
9. The Superintendent shall mean the Superintendent of the Ballston Spa Central School District or the Superintendent's designee.
10. The Arbitrator at Stage 4 shall mean a member of the American Arbitration Association (AAA) residing in the upstate New York area.
11. Administrative Unit shall mean a building or buildings under the direction of a single Principal.
12. For the purposes of this article, The Board shall mean the Board of Education of the Ballston Spa Central School District or selected members of the Board designated by it.

C. **PROCEDURES**

1. All grievances shall include the name and position of the aggrieved party, a citation of the provision of the law or agreements or policy or regulation involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons thereof. A copy of the decision at each stage shall be transmitted to the aggrieved party, the BSATA President(s), and the Grievance Committee, such copy to be placed in the school mailbox of the parties no later than one (1) day following expiration of applicable time limit.
3. The Grievance Committee on behalf of the BSATA is entitled to submit grievances directly.
4. Grievances shall be initiated normally at Stage 1. In the event a grievance affects more than one school, or involves a matter over which a principal has no authority, it may be initiated at Stage 2. By mutual agreement, a grievance may be initiated at Stage 3 or 4.

5. The preparation and processing of grievances shall be conducted at mutually acceptable times. The time, place, and date of meetings shall be decided upon between the appropriate representatives of the Grievance Committee and the District within five (5) days of a request for such a meeting.
6. The Board, the Administration, the BSATA, and the aggrieved party shall facilitate any investigation which may be required and make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.
7. Except as otherwise provided in Section E 1 (a), of this Article, the aggrieved party and any party in interest shall have a right to a meeting as described below at all stages, except for Stage 4, which provides for a hearing. The aggrieved party and any party in interest shall have the right at all stages of a grievance to question all present at the meeting, to make statements, and to call and question any persons who have information or knowledge of the grievance, and to be furnished with a copy of any notes of the proceedings made at each and every stage of this grievance procedure.
8. No interference, coercion, or restraint, discrimination, or reprisal of any kind shall be taken by the Board or any member of the Administration against the aggrieved party, any party in interest, any member of the Grievance Committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
9. The following forms shall be Appendix B to this Agreement, and shall be reproduced by the District and made readily available to the Grievance Committee and BSATA Representative:
 1. Form-Cover Sheet
 2. Statement of Grievance
 3. Report and/or Decision
 4. Form-Request for Meeting
 5. Request for any Parties in Interest
 6. Notice for Meeting
 7. Demand for AAA Arbitration
 8. Claim of Error
10. All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
11. If any provision of this grievance procedure or any application thereof to any Assistant or group of Assistants in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12. The Superintendent shall be responsible for maintaining an Official Grievance Record, which shall consist of the written grievance, all exhibits, transcripts, communications, official notes, any stenographic record ordered by one of the parties at Stage 4, written arguments and briefs considered at all levels other than at Stage 1 (a), and all written decisions at all stages. Official notes shall be kept of all proceedings in Stages 2 and 3 by the School District. A copy of such official notes shall be delivered to the aggrieved party and the Grievance Committee within five (5) days after the conclusion of meetings at Stages 2 and 3, and any party involved in the proceedings may advise the appropriate person of any errors in said records. Any such claim or error in the records shall become a part of the Official Grievance Record, and the appropriate agent shall indicate the determination made concerning such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
13. Nothing in this Grievance Procedure shall be construed as preventing an assistant from processing a grievance independently of the BSATA through Stage3(BOD). If an Assistant is proceeding independently, the time limits and other provisions of this Grievance Procedure must be observed.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The limits specified for either party may be extended only by mutual agreement.
2. To be entertained, a grievance must be filed within twenty (20) days after the act or condition upon which the grievance is based or at any time if the condition or act continues to exist.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be discontinued, and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision within the specified time limit shall permit the pursuing of the grievance to the next stage of the grievance procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, the time limits set forth should be reduced so that the grievance procedure could be exhausted prior to the end of the school term, if possible.

E. PROCEDURE FOR PROCESSING GRIEVANCES

1. Stage 1: Principal

- a. An Assistant having a grievance shall discuss it with the appropriate Principal. The Assistant may do so directly or in the presence of the Grievance Representative with the objective of resolving the problem informally. The Principal will confer with all parties in interest, but, on arriving at the decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or the Grievance Representative present. The Principal may require any member of the bargaining unit having information or knowledge relating to such grievance to present such information in the presence of the Principal, the aggrieved party and/or the Grievance Representative. The Principal shall communicate the decision to the aggrieved party and/or the Grievance Representative within five (5) days following their informal discussion.
- b. If the aggrieved party is not satisfied with the decision at Stage 1 (a), or if no decision has been rendered within five (5) days, the Assistant may file the written grievance with the Grievance Representative or with the Principal within the following five (5) days. If the written grievance has been filed through the Grievance Representative, said Grievance Representative shall refer it to the Principal within two (2) days after receiving it. Within five (5) days after receiving the written grievance, the Principal shall render a written decision with supporting reasons and present it to the aggrieved party and the Grievance Representative.

2. Stage 2: Superintendent

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the end of Stage 1 and wishes to proceed further under this grievance procedure, the assistant, within five (5) days, shall file the grievance in writing with the Grievance Committee for its consideration or proceed independently of the BSATA through Stage 2.
- b. If the Grievance Committee determines that the grievance is meritorious, it will then file a written request for a meeting with the Superintendent at Stage 2. This request shall be filed with the Superintendent within twenty (20) days after the aggrieved party has received the written decision at Stage 1(b).
- c. Within five (5) days after the receipt of the request for a meeting at Stage 2, the Superintendent, shall hold a meeting with the aggrieved party, the Grievance Committee, and any other parties in interest, in an effort to resolve the problem through mutual exchange and discussion.

- d. The Superintendent shall prepare a written report, which shall include any agreement or decision reached with the supporting reasons. This report shall be provided within five (5) days of the meeting.
3. Stage 3: Board
 - a. If the aggrieved party is not satisfied with the decision at Stage 2, or in the event that no decision has been received within five (5) days following the meeting with the Superintendent, the aggrieved party may proceed to Stage 3. If the Grievance Committee deems that the grievance is meritorious, it shall, within five (5) days after receipt of the decision, or in the event no decision has been received within ten (10) days following the meeting with the Superintendent, file a written request for a meeting with the Board and forward a statement of the grievance to the Board.
 - b. Within ten (10) days after receiving the request and statement, the Board, or selected members of the Board designated by it, shall meet with the aggrieved party, the Grievance Committee and any other party in interest for the purpose of solving the grievance.
 - c. The Board or its representatives shall prepare a written report, which shall include any agreement or decision reached, with supporting reasons. This report shall be provided within ten (10) days after the meeting.
4. Stage 4: Arbitration
 - a. If the aggrieved party is not satisfied with the decision at Stage 3, or if no decision has been rendered within ten (10) days after the meeting with the Board, the aggrieved party may request that the Grievance Committee submit the grievance to Arbitration. If such a request is made, it must be made in writing.
 - b. Within five (5) days of receipt of such written request and within ten (10) days of receipt of the written decision at Stage 3, if the Executive Committee of the Association determines that the grievance is meritorious and that Arbitration is in the best interest of the District, the Grievance Committee may transmit to the AAA Office and the Board, a demand for arbitration (form #7 in Appendix D) under and in accordance with the rules of the American Arbitration Association subject, however, to the conditions set forth in subsequent provisions of this article.
 - c. The list of Arbitrators to be furnished by the AAA shall be comprised only of upstate persons.
 - d. The decision of the Arbitrator shall be final and binding. The Board, however, shall not be bound by the recommendations, if any, of the Arbitrator on how such decision is to be implemented.

- e. Each of the parties shall be responsible for its costs incident to participation by its representatives, its investigation of facts, preparation of its exhibits, briefs, if desired, help of outside experts, its witnesses and its filing fee, any hearing notes or stenographic record desired or ordered by it.
- f. The charges of the Arbitrator, including fees and travel, hotel and incidental costs, shall be borne equally by the District and the Association.

ARTICLE 16

NEGOTIATIONS PROCEDURES

The BSATA and the School District agree that:

- A. The first negotiating session shall be held not later than January 15 prior to the date of the expiration of this agreement.

At the first meeting, a place, day of the week and time of day for subsequent negotiating sessions shall be agreed upon subject to change only by mutual agreement or in emergency situations.

Negotiation sessions shall be limited to not more than three hours, except that by mutual agreement, the conclusion of any particular session may be extended beyond such limit.

- B. All negotiations will be conducted in executive sessions.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District.
- D. Either party may, at its discretion, bring into the negotiations any outside legal and/or professional advisors.
- E. Either party may, independently, call for a caucus at any time during negotiating session.
- F. The process of tabling may be used. (Tabling shall mean “the temporary suspension of negotiation on a specific item.”)
- G. Once ground rule have been agreed to and initial meeting dates set, complete negotiations packages shall be exchanged by or before the fourth meeting.
- H. A free exchange of facts, opinions, proposals and counterproposals shall take place on all issues in an effort to reach agreement. Therefore, each party agrees to make available, upon reasonable and specified request, all data, research and other pertinent materials in its possession on any issue under consideration.

- I. No final agreement without legislative action by the Board where such is necessary or without ratification by the BSATA shall be executed: but that the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, reach agreements in the course of negotiations. Once such agreements have been reached on individual articles, they will be initialed by both parties and will be understood to stand as tentative agreements.
- J. News releases, if any, concerning negotiations prior to impasse will be prepared jointly by the Association's and the District's negotiations representatives.
- K. Prior to the first negotiating session, both sides may agree mutually to modify this Article to suit their needs.

ARTICLE 17
USE OF SCHOOL FACILITIES BY THE ASSOCIATION

- A. The Association will have the right to use the school building without cost at reasonable times of any day or evening for its meeting and other business. The Association will continue to take all necessary precautions regarding the security of buildings when using them. The Principal of the building in question will be notified in advance of the time and place of all such meetings.
- B. The Association will be allowed reasonable use of inter-school mail facilities and Assistants' mailboxes.
- C. The Association will be allowed to use the photocopying and printing equipment of the District without charge except for supplies. The Association will be allowed to use the District's metered machines provided that it pays the maintenance fees associated with such use. The use of this equipment will not interfere with normal school use. The Association will assign persons who are knowledgeable in the use of these machines.

**ARTICLE 18
DURATION**


The foregoing provisions shall become effective July 1, 2021 and they shall remain in full force and effect through June 30, 2024.

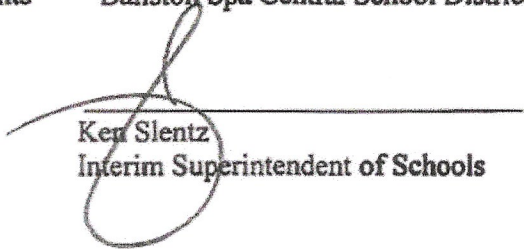
IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.


IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 23rd day of June 2021.

Ballston Spa Association of Teaching Assistants

Ballston Spa Central School District


Audrey McGowan, President


Ken Slentz
Interim Superintendent of Schools


Dorothy Sellers
President, Board of Education

APPENDIX A

Ballston Spa

Educating Everyone Takes Everyone

CENTRAL SCHOOL DISTRICT

Teaching Assistant Pre-Observation

*Pre-Observation form will be provided to the TA at least 7 days prior to the scheduled observation.

Name:	Date:	Time:
Lesson Topic:	Grade:	

DESCRIPTION OF LESSON/ACTIVITY

CLASS OBSERVED: Computer Library Special Education Other

CONTENT:

The teaching assistant demonstrates knowledge of subject matter and curriculum.

OVERVIEW OF LESSON/CLASS OBSERVED:

INSTRUCTIONAL

DELIVERY:

The teaching assistant applies appropriate instructional strategies to deliver instruction that results in active student involvement and learning.

My role in the classroom:

My goal(s) with the students I work with:

Strategies I'll use to achieve my goals:

STUDENT MANAGEMENT:

The teaching assistant demonstrates student management skills supportive of diverse student needs and is responsive to teacher direction.

My student management strategies:

STUDENT DEVELOPMENT AND ASSESSMENT:

The teaching assistant demonstrates knowledge of student development and understanding of diverse learning styles, and modifies the instruction accordingly.

Strategies I'll use to modify classroom instruction:

My delivery plan to meet diverse needs:

AREA OF FOCUS:

Is there a specific area you would like observer to focus on?

COMMENTS/CONCERNS:

Name:	Date:	Time:
Lesson Topic:	Grade:	

DESCRIPTION OF LESSON/ACTIVITY

CLASS OBSERVED Computer Library Special Education Other:

CONTENT:

The teaching assistant demonstrates knowledge of subject matter and curriculum.

INSTRUCTIONAL DELIVERY:

The teaching assistant applies appropriate instructional strategies to deliver instruction that results in active student involvement and learning.

STUDENT MANAGEMENT:

The teaching assistant demonstrates student management skills supportive of diverse student needs and is responsive to teacher direction.

STUDENT DEVELOPMENT AND ASSESSMENT:

The teaching assistant demonstrates knowledge of student development and understanding of diverse learning styles, and modifies the instruction accordingly.

STRENGTHS:

RECOMMENDATIONS:

COMMENTS:

Signature of Observer: _____ Date: _____

TEACHING ASSISTANT COMMENTS:

Signature of TA: _____

Date of Post Observation Conference: _____

GUIDE TO CONDUCTING TEACHING ASSISTANT PERFORMANCE APPRAISALS

Annual Process (May be conducted at any time, but *must* be completed by June 1 of each year):

1. Supervisor distributes copy of *Teaching Assistant Performance Appraisal* form to employee to complete as self-evaluation.
2. Employee completes the self-evaluation and submits it to supervisor within 5 days of receipt.
3. Supervisor considers the self-evaluation and completes the official *Teaching Assistant Performance Appraisal* form.
4. Supervisor meets with the employee to conduct the performance review meeting.
5. Supervisor completes an Improvement Plan when/if warranted.
6. Both parties sign off with opportunity for employee to submit written comments.
7. Supervisor gives employee a signed copy of official form and forwards original to the Human Resources Office for employee's personnel file.

Directions:

Employees: Complete the assessment form giving your honest opinion as to how you think you performed your job this year. Return it to your supervisor within five days of receipt for his/her consideration when s/he completes the official appraisal form. A meeting will be scheduled with you to review the document.

Supervisors: Assess the employee based on a thorough review of his/her performance over the past year, taking his/her self-assessment into consideration. Cite specific examples whenever possible and be prepared to explain/defend your assessment. Use this as an opportunity to acknowledge good performance as well as to re-direct as needed. Unacceptable behavior should be addressed as it occurs and should not wait for the performance review process.

Definitions:

Exceeds expectations: Performance clearly surpasses what is expected of an employee in this position. This level of excellence is reached through a unique and exceptional application of knowledge, skill or ability.

Meets Expectations: Performance is what is expected of a person in this position. Employee consistently attains the expected results/outcome.

Developing: Performance must be further developed to reach the level that is expected of an employee in this position. Such an employee may be learning new skills or competencies but is not quite competent yet in this area.

Unsatisfactory: Performance does not meet what is required to do the job. Corrective action is needed.

Self Evaluation OR Official

Name _____ School/Dept. _____ Supervisor _____ Date _____

Provides Instructional Support	Exceeds Expectations	Meets expectations	Developing	Unsatisfactory	Not applicable	Comments (when warranted)
Monitors the work of students						
Interprets instructions to students						
Assists with classroom management issues						
Maintains a positive relationship with students						
Provides support for student assessments						
Provides appropriate feedback to students						
Provides teacher with information about students to assist in developing learning experiences						
Assists students in the use of instructional resources						
Assists in Development of Instructional Materials	Exceeds Expectations	Meets expectations	Developing	Unsatisfactory	Not applicable	Comments (when warranted)
Organizes materials						
Develops materials						

Orders materials						
Special Skills and Abilities	Exceeds Expectations	Meets expectations	Developing	Unsatisfactory	Not applicable	Comments (when warranted)
Utilizes special skills and abilities assisting in instructional programs						
Participates as a Member of the Building Team	Exceeds Expectations	Meets expectations	Developing	Unsatisfactory	Not applicable	Comments (when warranted)
Attends meetings as requested						
Adheres to all district policies						
Participates in relevant staff development offerings						
Meets with supervisors for direction and guidance						
Enforces school rules and procedures						
Maintains records and reports as required						
Respects confidentiality						
Provides responsive and timely customer service						
Performs other related or temporary duties as reasonable and assigned						

General Competencies	Exceeds Expectations	Meets expectations	Developing	Unsatisfactory	Not applicable	Comments (when warranted)
Communication skills (writes and speaks so that others can clearly understand message)						
Enthusiasm/initiative (demonstrates positive attitude toward work to be done)						
Problem solving (seeks solutions to issues independent of supervisor)						
Dependability (meets deadlines and follows through on assignments)						

In the event of a “Developing” or “Unsatisfactory” rating, a Teaching Assistant Improvement Plan will be developed. The Teaching Assistant Improvement Plan must be completed by an Administrator and presented at the Post-Observation Conference.

The contents of this evaluation have been reviewed with me by my supervisor. My signature means that I am aware of the contents but does not necessarily imply that I agree with it. I understand that I may submit written comments and those comments will be attached to this review.

Teaching Assistant signature

Date

Supervisor signature

Date

Teaching Assistant Improvement Plan

Part 1

(Completed by supervisor following performance appraisal if warranted)

Employee: _____ **School:** _____

Criteria: _____ **Principal:** _____ **Date:** _____

1. Your performance fails to meet acceptable standards in the following ways:

2. The following performance objectives are expected of you from now on:

3. The following resources will be applied to support your professional growth:

4. Failure to meet these performance objectives will result in the following actions being taken:

5. The matter will be reviewed by: _____(Date)

The professional's signature on this document does not imply agreement with all statements made. It only means the professional has seen the document and has had a conference with the supervisor and is aware that the document will become part of the personnel file within seven (7) business days whether or not is signed. The teacher will/will not (circle one) provide comments to be attached to this document within seven (7) business days.

Administrator's Signature

Date

Employee's Signature

Date

**Teaching Assistant Improvement Plan
Part 2
Summary of Performance Review Conference**

This form must be completed by the administrator within 90 school days of the Post-Evaluation Conference, extending into the following school year when necessary.

Employee: _____ **School:** _____

Criteria: _____ **Principal:** _____ **Date:** _____

Progress made toward meeting performance objectives listed in #2, Part 1:

- Employee's actions toward meeting performance objectives are deemed satisfactory.
- Employee's actions toward meeting performance objectives have not resulted in satisfactory performance.

As a result of this unsatisfactory review, the action outlined in #4, Part 1 will be initiated.

This follow-up review was discussed with me and I understand the contents.

Employee's Signature Date

Administrator's Signature Date

APPENDIX B
GRIEVANCE FORMS AND LETTERS

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #1 - Cover Sheet

Grievance No. _____

Aggrieved Party: _____

Position: _____

Building: _____

Grievance Stage: _____

Date Submitted to Principal _____

Signature of Grievance Representative

Date Received by Principal _____

Date Returned to Aggrieved Party _____

Grievance Stage _____

Date Submitted to Superintendent _____

Date Received by Superintendent _____

Date Returned to Aggrieved Party _____

Grievance Stage _____

Date Submitted to Board _____

Date Received by Board _____

Date Returned to Aggrieved Party _____

Grievance Stage _____

Date of Demand for AAA Arbitration _____

Date of AAA Arbitrator's Decision _____

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #2 - Statement of Grievance

Grievance No. _____ Stage No. _____

Aggrieved Party _____

Provision in Violation:

Statement of Grievance:

(Signature of Aggrieved Party)

_____ (Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #3 - Report and/or Decision

Grievance No. _____ Stage No. _____

Aggrieved Party _____

Report and Decision:

(Signature)

(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #4 - Request for Meeting

Grievance No. _____ Stage No. _____

Aggrieved Party _____

The Grievance Committee requests a meeting with _____ to
attempt to solve the problem concerned in the grievance identified above.

(Signature)

(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #5 - Request for Parties in Interest

Grievance No. _____ Stage No. _____

Aggrieved Party _____

The _____ requests that the following persons be notified that their presence is required at the meeting at _____ on _____ at _____ to consider the grievance identified above.

(Signature)

(Title)

(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #6 - Notice for Meeting

Grievance No. _____ Stage No. _____

To: _____

Date: _____

You are hereby requested to attend a meeting held at _____
on _____ at _____
to consider the problem related to Grievance No _____ submitted by
_____.

(Signature)

(Title)

(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #7 - Demand for AAA Arbitration

Date _____

To: (Name) _____
(of party upon whom the demand is made)

(Address) _____

(City and State) _____

The undersigned, a party to an Arbitration Agreement contained in a written contract, dated _____
_____ which agreement provides as follows:

(Quote Arbitration Clause)

hereby demands arbitration thereunder.

NATURE OF DISPUTE:

REMEDY SOUGHT:

You are hereby notified that copies of our Arbitration Agreement and of this Demand are
being filed with the American Arbitration Association at its _____
Regional Office, with the request that it commence the administration of the arbitration.

Signed _____

Title _____

Address _____

City and State _____

Telephone _____

To institute proceedings, please send three copies of this Demand and the Arbitration Agreement,
with the Administrative fee, as provided in Section 43 of the Rules.

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #8 - Claim of Error

Grievance No. _____ Stage No. _____

Aggrieved Party _____

Claim of Error:

(Signature)

(Title)

(Date)