

**Memorandum of Agreement
Between the Ballston Spa Central School District
and the
Ballston Spa Teachers' Association**

This is an agreement entered into this 17th day of April 2024 by and between the Ballston Spa Central School District (BSCSD) and the Ballston Spa Teachers' Association (BSTA);

WHEREAS, the BSCSD intends to institute a summer learning program for all students as well as an extended school year (ESY) for students with disabilities; and

WHEREAS, the BSTA is recognized as the exclusive negotiation agent for a unit composed of professional certificated personnel including teachers and nurses employed during the regular school year; and

WHEREAS, the BSTA also represent ESY and summer learning program teachers, but such representation is solely under and pursuant to the terms of this agreement and not under the main BSTA contract; and

WHEREAS, the parties wish to enact an agreement with regard to an ESY program and summer programs;

NOW, THEREFORE, the parties have agreed to the following:

1. Position vacancies will be posted, as per district practice. Preference will be given to current classroom teachers and previous summer school teachers based on satisfactory performance. Teachers and related service providers must have appropriate certification.
2. Compensation for Teachers shall be based on the BSCD/BSTA Collective Bargaining Agreement, Appendix A.
 - a. Teachers will be paid 1/200th of Step 6, per the BSTA contract, divided by six (6) multiplied by the number of hours taught. The number of hours taught will include one hour of planning time per day of instruction.
 - b. Teachers will be paid at Step 8 after completing three (3) years of teaching summer school for the BSCSD.
 - c. Teachers will be paid at Step 10 after completing five (5) years of teaching summer school for the BSCSD.

Summer School Program Hourly Rates for Teachers

	Step	2024
Years 1-3	6	\$46.00
Years 4-5	8	\$47.86
Years 6+	10	\$49.80

3. Compensation for Nurses shall be based on the BSCD/BSTA Collective Bargaining Agreement, Appendix B.
 - a. Nurses hired for the summer school program will be paid the Step 6 hourly rate, as per the BSTA contract.
 - b. Nurses will be paid the Step 8 hourly rate after completing three (3) years as a summer school nurse for BSCSD.
 - c. Nurses will be paid at Step 10 after completing five (5) years as a summer school nurse for BSCSD.


Summer School Program Hourly Rates for Nurses

	Step	2024
Years 1-3	6	\$35.11
Years 4-5	8	\$37.07
Years 6+	10	\$39.24

4. Professional duties will be consistent with New York State and local expectations and will include planning, teaching, grading, and reporting.
5. Supervision will be by a certified administrator, intern, or summer school principal. If completed, formal evaluations will follow district procedures for tenured and non-tenured staff and will be completed by a certified district administrator.
6. There is an expectation that summer school professional staff will commit to the full summer schedule and will only miss class because of serious illness or unforeseen circumstances. In the event a substitute is needed, she/he will be paid based on the compensation charts shown in 2 and 3.
 - a. Teachers and nurses are required to call in their own substitutes from the approved District list provided.
7. The benefits of the main BSTA contract do not apply to the ESY or summer learning programs. Specifically, there is no provision for sick, personal or bereavement days or any other benefits or procedures.
8. Teachers in these programs may be terminated, for cause, but only after reasonable notice and the opportunity to be represented and heard.

This agreement will remain in effect until August 31, 2024. This agreement shall sunset and shall be subject to successor negotiations between the parties.

Jason Fernau
President, Board of Education



Kimberly Pusatere, President
Ballston Spa Teachers' Association

Gianleo Duca
Superintendent of Schools