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TA/4550

PROFESSIONAL AGREEMENT
between the
BALLSTON SPA TEACHERS' ASSOCIATION
and the
SUPERINTENDENT OF SCHOOLS
of the
BALLSTON SPA CENTRAL SCHOOL DISTRICT

JULY 1, 2008 - JUNE 30, 2013

RECEIVED 1/20/09

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ARTICLE 1
RECOGNITION

- A. The Ballston Spa Central School District, having determined that the Ballston Spa Teachers' Association is supported by a majority of the teachers, school nurses, school social workers, school psychologists, speech therapists, behavior specialists, and guidance counselors in a unit composed of all professional certificated personnel, except the Chief Executive Officer, Director of Instruction, Assistant Superintendent for Business and Support Services, Director of Human Resources, Director of Pupil Services, Principals, Vice-Principals, Assistant Principals, Director of Physical Education, Health and Athletics, Instructional Supervisors, Secondary Support Supervisor, Coordinator of Interscholastic Sports, Science Coordinator K-12, Humanities Curriculum Coordinator K-12, Technology Curriculum Coordinator K-12, and Special Education Supervisor K-12, hereby recognizes the Ballston Spa Teachers' Association as the exclusive negotiation agent for the employees in such unit. 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. Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers," or "nurses" where applicable.

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

DESIGNATION AND PAYROLL
DEDUCTION AUTHORIZATION

(Print)

Last

Name _____ First _____ Initial _____ Building _____

Address _____

Social Security Number _____

To: The Ballston Spa Central School District

I hereby designate and authorize the Ballston Spa Teachers' Association to act for me under the Public Employees' Fair Employment Act as my exclusive agent and representative for the purpose of collective negotiations and the administration of grievances arising thereunder, and I hereby revoke every other designation or authorization, if any, made by me for such purpose. And, I hereby request and authorize you, according to arrangements agreed upon with the Association, to deduct from my salary and transmit to said organization, dues as certified by

ARTICLE 1
RECOGNITION (CONTINUED)

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 purposes. This authority shall remain in full force and effect for all purposes until revoked by me in writing.

Employee Signature _____ Date _____

2. The Association shall determine and certify to the District in writing the current rate of membership dues. Any change in the rate of dues after October first (1) 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 D.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 Association shall provide the District with (1) any additional signed dues authorization cards of those employees who have voluntarily authorized dues deduction and (2) a list of names and deductions for each continuing and new member.
4. Additional authorization submitted at least ten (10) days prior to any regularly scheduled pay date shall be honored. The total annual membership dues, determined and certified as stated above, shall be deducted in equal installments beginning with the first affected pay date for the balance of the scheduled deduction period.
5. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. The final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the total accumulative amount deducted for each. If 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 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 two (2) weeks prior to the effective pay period.
7. The Association relieves the School District and all its officers from any liability related to such funds so deducted and transmitted.

ARTICLE 1
RECOGNITION (CONTINUED)

8. Designation and payroll deduction authorization cards presently held by the District shall be considered updated to coincide with Section D.1 above.

E. Service Fee

The District will assume obligations for the collection of an agency fee as stipulated below:

1. The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.
2. The service fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association, unless the non-member has paid the total agency fee, as stipulated by the Association to the District, by the third pay date.
3. Any bargaining unit member subject to the service fee charge who is employed for less than the full school year shall pay a service fee equivalent to a pro-rata portion of the total annual per capita dues paid by members of the Association.

The Association will assume the obligations listed below:

1. The Association shall provide the District with a list of non-members.
2. The Association shall comply with all provisions of the law with respect to its obligations for the collection and use of agency fee.
3. Upon receipt from the District, the Association assumes full responsibility for the proper application of agency fees. The District will have no liability for any Association duty or responsibility related to agency fees.

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 person to whom the Superintendent has delegated authority.
- D. "Association" means the Ballston Spa Teachers' Association.
- E. "Professional Practices, Rights and Responsibilities Committee" also referred to as the "PPRR Committee," is a committee appointed by the Association President.
- F. "School Year" means the period commencing on the first day of July of each year and ending on the thirtieth day of June next.
- G. "Faculty Representative" means a representative of the Association.
- H. "Instructional Teacher Leader, Fine Arts Coordinator, Director of Guidance, P.A.R.I.S. Coordinator, Student Conduct Coordinator, Chairperson of C.S.E., Elementary Support Services Coordinator, Chairperson of Professional Development Committee, District Health Leader, Music Coordinator" mean a member of the faculty designated by the Superintendent to perform certain specified leadership duties.
- I. "Days" mean days when school is in session.
- J. "Teacher(s)" mean(s) member(s) of the bargaining unit.
- K. "Parties" mean the Association and the District.
- L. "Nurse(s)" mean(s) the school nurse member(s) of the bargaining unit.

ARTICLE 3
NEGOTIATIONS PROCEDURES

The Association and the District agree that:

- A. All negotiations will be conducted in executive sessions.
- B. 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 District.
- C. Either party may call upon consultants to assist in preparing them for negotiations and/or to advise them during negotiations. The expense of each consultant shall be borne by the party requesting them.
- D. Either party may, independently, call for a caucus at any time during the negotiating session.
- E. The process of tabling may be used. (Tabling shall mean “the temporary suspension of negotiation on a specific item.”)
- F. Either party may, with prior notification to the other party, bring into the negotiations any outside legal and/or professional advisors.
- G. Negotiations shall take place at a site convenient to both parties.
- H. Definite dates and starting times for meetings will be established.
- I. A free exchange of facts, opinions, proposals and counterproposals shall take place on all issues in an effort to reach agreement. The District shall provide the BSTA with the following information by October 15th of each school year:
 - 1. A list of all members of the bargaining unit as of October 1 of that school year reflecting each teacher’s base salary, graduate hours credited, degrees credited, leadership (“extra assignments”) compensation, and total FTE.
 - 2. Sick and personal leave used by each member of the bargaining unit during the preceding school year.
 - 3. Cost of health and dental insurance premiums and the number of bargaining unit members, both active and retired, in each of the different health and/or dental plans that are available. If premium rate changes occur subsequent to October 1st, the District will notify the BSTA of the new premium rates within two weeks after the rate becomes effective.
 - 4. Salaries of the administrators of the District.
 - 5. SBM 1 and ST 3 forms.

ARTICLE 3
NEGOTIATIONS PROCEDURES (CONTINUED)

6. Such other data that has been compiled by the District, in the format in which it has been compiled by the District, and which is essential to the conduct of negotiations.

- J. Their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and 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.

- K. News releases concerning negotiations prior to impasse, if any, will be prepared jointly by the parties.

- L. Negotiations for a successor agreement will be commenced not later than January 15 prior to the termination date of this agreement.

- M. Complete negotiations packages will be exchanged in the same format as the existing agreement at the first negotiations session. Complete negotiations packages shall mean a document having all articles by title and containing all major concepts which the party wishes to have considered during negotiations. New articles then presented for negotiations will be placed numerically in the proposals immediately preceding the General and Duration Articles, their ultimate placement, if agreed upon for inclusion in the final agreement, to be dependent upon the logical sequence within such final agreement.

- N. At the first negotiations session, both parties may mutually agree to modify this Article to suit their needs.

ARTICLE 4
GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers 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 alleged grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers 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 any provision of this agreement or of any law, Board or Administrative rule, regulation, or policy relating to or involving the teachers or school nurses.
2. Aggrieved Party shall mean any person or group of persons of the Ballston Spa Teachers' Association filing a grievance.
3. Party in Interest shall mean the PPRR Committee of the Association, the Association, 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 PPRR committee shall mean the Professional Practices Rights and Responsibilities Committee of the Association.
5. Days shall mean days when school is in session, or business days during the summer recess.
6. A Teacher shall mean any employee within the negotiating unit or any group of such employees.
7. A Nurse shall mean any person employed by the District for the position of school nurse.
8. The Arbitrator at Stage 4 shall mean a member of the American Arbitration Association (AAA) residing in the upstate New York area.
9. Grievance Representative shall mean an Association designated grievance representative.
10. The Principal shall mean the building principal.

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

11. The Superintendent shall mean the Superintendent of the Ballston Spa Central School District or the duly authorized representative of the Superintendent.
12. Administrative Unit shall mean a building or buildings under the direction of a single principal.
13. For the purpose 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 decision 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 promptly transmitted to the Aggrieved Party, the PPRR Committee, and the Association President, such copy to be placed in the school mailbox of the parties no later than the expiration of the applicable time limit.
3. The PPRR Committee on behalf of the BSTA is entitled to submit grievances directly. Grievances shall be initiated normally at Stage 1. In the event that 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, 3, or 4.
4. 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 Association representatives and the District within three (3) days after receipt of a request for such a meeting.
5. The Board, the Administration, the Association, 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.
6. 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

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

Party and any party in interest shall have the right at all stages of a grievance except at Stage 4 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.

7. No interference, coercion, 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 PPRR Committee, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms 1-8 below shall be the same forms as in the 1979-1981 contract and shall be reproduced by the District and made readily available to the PPRR Committee and Grievance Representatives:
 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
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. If any provision of this grievance procedure or any application thereof to any employee or group of employees 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.
11. 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 or briefs considered at all levels other than Stage 1, (a), and all written decisions at all stages. Official notes shall be taken of all proceedings in stages 2 and 3 by the District. A copy of such official notes shall be delivered to the Aggrieved Party, the PPRR Committee and the Association President within two (2) days after the conclusion of meetings at Stages 2 and 3. Any party involved in the proceedings may advise the appropriate person of any errors in said records within two (2) days after receipt of the official

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

12. The Executive Board of the Ballston Spa Teachers' Association shall make the sole determination whether to use the grievance procedure.

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 every effort shall be made to reduce the time limits set forth in this grievance procedure so that the procedure shall be exhausted prior to the end of the school term.

E. PROCEDURE FOR PROCESSING GRIEVANCES

1. Stage 1: Principal
 - (a) The Aggrieved Party having a grievance shall discuss it with the Principal in charge of the administrative unit where the Aggrieved Party experienced the alleged violation. The party 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

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

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 Grievance Representative. The Principal shall communicate the decision to the Aggrieved Party, the Grievance Representative and the Association President 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 Aggrieved Party 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, the Grievance Representative and the Association President.

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 Aggrieved Party, within five (5) days, shall file the grievance in writing with the PPRR Committee for its consideration or proceed independently of the Association through Stage 2.
- (b) If the PPRR 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 PPRR 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, with copies to the Aggrieved Party, the PPRR Committee and the Association President.

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

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 in five (5) days following the meeting with the Superintendent, the Aggrieved Party may proceed to Stage 3. If the PPRR 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 shall meet with the Aggrieved Party, the PPRR Committee and any other party in interest for the purpose of solving the grievance.
- (c) The Board 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 PPRR 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 Board of the Association determines that the grievance is meritorious and that Arbitration is in the best interest of the District, the PPRR Committee shall transmit to the AAA Syracuse Regional Office and the Board a demand for Arbitration (Form #7) under and in accordance with the rules of the American Arbitration Association subject, however, to the conditions set forth in subsequent provision 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

ARTICLE 4
GRIEVANCE PROCEDURE (CONTINUED)

of its exhibits, briefs, if desired, help of outside experts, its witnesses, its filing fee and 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 5
TEACHER-ADMINISTRATION LIAISON

- A. Faculty Representatives shall meet with the Principal as is necessary during the school year to review and discuss local school problems and practices, and such meetings shall not interfere with the normal duties of said Faculty Representatives. Such review and discussion shall not include discussion of compensation for newly created extra duties.
- B. By June 1st of each school year, or as soon as is known, the Association will notify the District of the names of its officers and committee chairpersons. By October 1st, or as soon as is known, the Association will notify each respective Principal of the names of the Faculty Representatives for that building.
- C. When it is necessary, pursuant to the Grievance Procedure, a Faculty Representative, a member of the PPRR Committee, or other representative designated by the Association to attend a grievance meeting or hearing, will be released without loss of pay in order to permit attendance in the foregoing activities. Any employee whose appearance is necessary in such investigations, meetings, or hearings as a party in interest will be accorded the same right.
- D. The Association will receive a copy of the official agenda for each Board Meeting and any attached documents a reasonable length of time prior to the meeting. The Association shall receive a copy of the official minutes of each Board Meeting. The Association shall be given a place on the agenda of all regular or special meetings of the Board for reports and announcements, and the Board shall be given a place on the agenda of all regular meetings of the general membership of the Association for reports and announcements, not to exceed twenty (20) minutes.
- E. The District shall make available to the Association, 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 Association 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.
- F. The Superintendent shall meet regularly with Association representatives on at least a monthly basis to discuss matters of educational policy and development as well as matters relating to the implementation of this agreement.
- G. The Association shall be given a place on the agenda of the orientation program for new teachers.
- H. Following planned faculty meetings, the Association may request that personnel remain to discuss Association matters.

ARTICLE 5
TEACHER-ADMINISTRATION LIAISON (CONTINUED)

- I. Copies of this agreement shall be reproduced and given to each present employee and to each new employee. The cost will be borne equally by the district and the Association.

- J. The Association will be given precedence with respect to scheduling meetings on Wednesdays between the hours of 3:45-6:00 p.m. District or building-level committees whose membership include Association leadership will not schedule meetings during this time period.

The Association has the right to schedule and post on the district calendar up to three full membership meetings during the school year. These meetings will be held on Wednesdays between the hours of 3:45-6:00 p.m.

- K. To the extent administratively possible, members of the Association Executive Board and, during contract negotiations, members of the negotiating teams shall be permitted to have flexible starting and departure time to the extent that such flexibility does not interfere with their assigned teaching or supervision schedules.

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT

A. ACADEMIC FREEDOM

1. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.
2. A Committee of five (5) shall be formulated composed of two (2) members appointed by the Superintendent, two (2) members appointed by the Association President, and one (1) member elected by these four (4) appointees. The committee shall elect its chairperson from among the five (5) members. The committee shall act in an advisory capacity to study all matters of concern that may arise relative to academic freedom.

B. PROFESSIONAL DEVELOPMENT

1. The District and the Association agree that attendance at workshops, seminars, conferences, and other professional improvement sessions, including observations in this district and/or other districts, result in improvement in the education of the child. Furthermore, the District and the Association support the value of on-going education and follow-up as a positive influence on the learning environment.
2. There is hereby established a Professional Development Committee (PDC), composed of up to seven administrators appointed by the Superintendent and seven teachers appointed by the President of the Association. The President of the Association shall appoint at least one person from each elementary school, one person from the Middle School, and one person from the High School. The Superintendent will appoint at least one person from the High School, Middle School and elementary levels and the Director of Instruction. The Superintendent will also appoint two representatives from support staff. It is expected that the teacher representative members of the Professional Development Committee would become part of their respective building's staff development planning committee.

All appointments shall be made no later than April 1 of each school year, and the committee shall commence the exercise of its responsibilities on May 1 of each school year. The committee shall select its chairperson from among its membership during the month of May. Where necessary, teacher members of the Committee shall be provided release time for committee meetings. The Committee Chairperson, if a teacher, shall be provided up to one day of release time for each meeting of the Committee if necessary. Necessary clerical assistance shall be provided to the Committee Chairperson.

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT
(CONTINUED)

- (a) This committee shall have a minimum of \$7,000 budgeted each year for the purpose of professional development activities of instructional staff.
 - (b) The above allocated amount shall be used to fund programs that have maximum impact among staff.
3. Professional Improvement Sessions - Out of District
- (a) The application and submission process for teachers wishing to attend conferences or other professional improvement sessions shall follow that which is outlined in the district's Professional Development Plan.
 - (b) Funding may be authorized for all or a portion of reasonable expenses incurred by the teacher including transportation, fees, meals, and lodging. If the principal so authorizes, a teacher wishing to attend professional improvement sessions at his/her expense may do so. The district shall provide a substitute in the teacher's absence. Leave will be granted without loss of salary. The unit member shall receive reimbursements within twenty (20) school days but in no event more than thirty (30) calendar days following the submission of receipts for expense incurred. In-service credit shall not be given for conference attendance during the school day.
4. Instructional Staff Professional Development - Within the District
- (a) Priority will be given to professional improvement sessions within the district that are based on the needs identified by teachers through Instructional Teacher-Leaders and/or building level professional development teams that address district goals. By June 30, professional development teams and Instructional Teacher Leaders shall provide a written report identifying needs to the PDC.
 - (b) The members of PDC will review needs submitted and create a plan for addressing those cited that are of greatest priority. This plan will be shared with the staff members as indicated in the district's Professional Development Plan.
 - (c) Additional proposals for professional improvement sessions for which funding is requested may be presented to building level Instructional Teacher-Leaders or may be made to the Director of Instruction. These proposals will then be forwarded to the PDC.

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT
(CONTINUED)

- (d) It is the responsibility of the PDC to determine that proposals for professional improvement sessions are in keeping with identified needs and district goals.
- (e) Proposals shall include:
 - (1) a written statement of goal(s) or objective(s);
 - (2) the proposed time element, e.g., “three days,” the “1994-95 school year”;
 - (3) requirements;
 - (4) estimated costs, and
 - (5) relationship to district/building goals
- (f) Final approval of proposed professional improvement sessions requiring funding will be made by the PDC, in consultation with the Superintendent.
- (g) The Director of Instruction will present to the PDC a summary of professional improvement sessions proposed, approved, and implemented.
- (h) Once the above has been considered and a proposal has been approved for implementation, such proposal shall be conducted in accordance with the following:

Workshops

- (1) Workshops are conducted during the school day.
- (2) Participants shall attend workshops held on dates established in the Professional Agreement as meeting dates, or on dates mutually agreed upon by the Association and the District. Attendance at workshops on other dates shall be voluntary.
- (3) Participants in workshops shall not be required to purchase materials, nor shall they be paid in addition to their regular salaries.
- (4) Each faculty member designated by the Administration to conduct a workshop shall be paid at the rate below per hour for each hour during which s/he actually conducts the workshop. There shall be no payment for time spent by the faculty member in preparation for the workshop. This rate per hour to each faculty member so designated shall be paid even where two or more persons have been designated by the Administration to conduct a workshop.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$25	\$26	\$27	\$28	\$29

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT
(CONTINUED)

In-Service Courses

- (1) In-service courses shall be conducted outside the work day.
- (2) One in-service credit for pay on the salary schedule shall be granted to participants for ten hours of course work completed.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
In-service credit rate	\$42	\$43	\$44	\$45	\$46

See Article 20, Section A. 5 for submission requirements.

- (3) Effective July 1, 2008 newly earned course work in computer software (e.g. Outlook, SMS, Adobe Photoshop, Publisher, Microsoft Word/Excel, Movie Maker. etc.), computer hardware (e.g. scanner, copier, Elmo, Dana Carts, laptops, Smart Boards, video cameras, digital 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 length of session in the year of completion only.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
In-service paid courses rate per hour	\$34.81	\$35.68	\$36.61	\$37.63	\$38.85

- (4) Remuneration for members of the bargaining unit who conduct in-service courses shall be at the rate below per hour for each hour s/he actually conducts the in-service course. There shall be no payment for time spent in preparation for the in-service course.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$35	\$36	\$37	\$38	\$39

Study Group In-services

- (1) Study group in-services are designed for those teachers who wish to pursue in their classroom further research, experimentation and implementation of the concepts they acquired. Proposal for study group in-services shall be submitted to PDC for approval. Approval of in-service credit for study groups will be the responsibility of the Director of Instruction.
- (2) Groups shall meet on a regularly scheduled basis where participants will share ideas and experiences.

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT
(CONTINUED)

- (3) One in-service credit for pay on the salary schedule shall be granted to participants for ten hours of course work completed.
- (4) Remuneration for members of the bargaining unit who facilitate study group in-service courses shall be at the rate below for ten hours of course work facilitated. Study group facilitators shall be responsible for scheduling meeting times and locations, and taking minutes.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$35	\$36	\$37	\$38	\$39

Curriculum Development Projects

- (1) The Director of Instruction shall meet with the PDC to discuss the tentative amount of funds to be budgeted for curriculum development projects. At the same meeting, the Director of Instruction shall discuss with the Committee his/her tentative curriculum development priorities.
- (2) A list of all proposed curriculum projects with statement of their goals, required personnel, and required days will be posted at least ten (10) days prior to the project and sent to the Association President.
- (3) A list of all professional appointments to projects will be sent to the Association President.
- (4) Hours worked in projects shall be mutually agreed upon by the teachers and building principal.
- (5) Teachers involved in curriculum development projects shall be paid at the rate established in Article 20, Section M.3.b of the Professional Agreement.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Daily Rate	\$208.87	\$214.09	\$219.66	\$225.81	\$231.90
Hourly Rate	\$34.81	\$35.68	\$36.61	\$37.63	\$38.65

- (6) Within four (4) weeks following the conclusion of the curriculum development project, a written report, prepared by the project leader or other person designated at the beginning of the project, shall be filed with the Director of Instruction for his/her consideration and copies shall be delivered to the PDC.

ARTICLE 6
ACADEMIC FREEDOM AND PROFESSIONAL DEVELOPMENT
(CONTINUED)

Such report shall include:

- (1) educational objectives
 - (2) proposed instructional procedures
 - (3) proposed method for evaluating instructional procedures developed, if applicable.
- (7) This written report will be included in a curriculum development project library maintained by the Director of Instruction.

5. Annual Report

By the end of each school year, the PDC shall submit an annual report to the Superintendent and to the Association President.

ARTICLE 7
SELECTION, TRANSFER AND PROMOTION

A. DEFINITIONS OF TERMINOLOGY AS USED IN THIS ARTICLE

1. "Transfer," as distinguished from promotion, refers to lateral movement from one job position to another, accompanied by a change in assignment with respect to building, grade level, department, center or team.
2. "Voluntary Transfer" refers to a transfer sought by an employee to fill a vacancy or new job position.
3. "Involuntary Transfer" refers to a transfer not requested by the employee or which occurs either after June 20 or after the employee has received the assignment for the following year.
4. "Promotion" means an advancement from one job position to a higher titled position which entails increased responsibilities, additional compensation, and a change in assignment. This shall not include part-time or extra-curricular positions.
5. "Vacancy" means a position from which an individual has retired, resigned, is on sabbatical leave, is on any unpaid leave, or is temporarily assigned to another position for a period greater than thirty (30) days. When a person is temporarily assigned to another position, every effort shall be made to fill the resulting opening within fifteen (15) days with the replacement to be accorded full contractual rights. Under special or emergency circumstances, the position may be filled temporarily by a per diem substitute for not longer than thirty (30) days. If the per diem substitute is hired subsequently, s/he shall receive retroactive salary from the first day of employment which shall be the difference between per diem substitute salary and the step salary rate. The Superintendent shall notify the Association President in writing of each such special or emergency circumstance.

B. SELECTION

1. The Superintendent shall post in each building a notice of all official vacancies for at least ten (10) days unless the Superintendent and the Association President mutually agree upon special or emergency circumstances.
2. When a vacancy occurs or a new position is established:
 - (a) Application for the position shall be made to the Superintendent. The Superintendent shall recommend to the Board for appointment the applicant who, in the Superintendent's judgment, is best fitted for the position by virtue of personal qualities, preparation, and experience. In making the recommendations to the Board, the Superintendent shall give

ARTICLE 7
SELECTION, TRANSFER AND PROMOTION (CONTINUED)

consideration to the judgment of the Principal and the appropriate teacher-supervisor to whose staff the teacher applicant will be assigned.

- (b) When a vacancy occurs or a new position is established, the Principal, Instructional Teacher Leader, Director and/or Coordinator shall recommend to the Superintendent, a desirable list of professional qualifications (i.e., experiences, specific subject matter, competencies, etc.).
- (c) Only candidates holding certification will be considered for hiring.
- (d) Candidates who have been screened shall be interviewed by the Building Principals and Instructional Teacher Leader, Director or Coordinator where applicable. If there is no Instructional Teacher Leader, Director or Coordinator, the candidates will be interviewed by a team from the department or grade level. During the summer recess, every effort shall be made for the above interview.

C. VOLUNTARY TRANSFERS

- 1. Any teacher requesting a transfer to a vacancy for which s/he is certified shall be given due consideration. If the request for transfer is denied, the Superintendent will provide the teacher, on request, with reasons for denial.
- 2. The following criteria shall be applied in effecting transfer of teachers when more than one teacher applies for a vacancy:
 - (a) Length of service in the district, preference being given to the transfer applicant with the greatest number of years of teaching experience in the District.
 - (b) Instructional requirements.
 - (c) Individual qualifications (including a teacher's area of competence, major and/or minor field of study, certification and quality of teacher performance).
 - (d) Staff availability.
 - (e) The convenience and wishes of the teacher applicants.
- 3. Any teacher wishing a transfer to a vacancy shall notify the Superintendent in writing within ten (10) days of posting. In said notification, teacher shall indicate the vacancy desired (in order of preference if there is more than one vacancy). The receipt of the teacher's written request for transfer will be acknowledged within five (5) days.

ARTICLE 7
SELECTION, TRANSFER AND PROMOTION (CONTINUED)

4. In filling a vacancy occurring within the bargaining unit, all qualified teachers requesting a transfer shall be given a personal interview prior to the filling of such vacancy.

D. INVOLUNTARY TRANSFER

1. Notice of proposed involuntary transfers shall be given to the teachers involved and to the Association President upon official determination of such transfer. This notification shall include the position to which the teacher is being transferred if known.
2. The following criteria shall be applied in effecting involuntary transfer of teachers:
 - (a) Length of service in the District, the teacher with the least number of years of teaching experience in the district being considered first.
 - (b) Instructional requirements (including building schedules, organization and efficient use of staff, grade level and subject matter requirements and particular assignment needs).
 - (c) Individual qualifications (including grade level and subject matter experience, areas of competence, academic preparation, certification, and quality of teacher performance).
 - (d) Staff availability.

While length of service in the District is not the sole dispositive factor in regard to involuntary transfers, it is agreed that in order to transfer a more senior teacher, there must be a showing that the other criteria would not be satisfied by the transfer of a less senior teacher.

3. Any involuntary transfer will be made only after a meeting between the teacher and the Superintendent at which time the teacher will be notified of the reason for the proposed transfer. In the event that a teacher objects to the transfer at this meeting, the Association will be notified by the Superintendent, and the Superintendent will meet with the Association representatives to discuss the proposed transfer. If the teacher is unavailable for a meeting during the summer, the Superintendent will communicate by mail with the teacher and the Association regarding the nature of and the reasons for the proposed involuntary transfer.
4. The Association will be notified prior to the involuntary transfer of a teacher.

ARTICLE 7
SELECTION, TRANSFER AND PROMOTION (CONTINUED)

5. Any teacher transferred involuntarily shall be given one (1) day free from instructional duties for the purpose of becoming familiar with the new position.

E. In addition to the provisions for voluntary and involuntary transfers, the following special conditions will apply to inclusion assignments: The District will continue to honor requests for voluntary transfers out of inclusion classes, where possible. Voluntary transfers out of inclusion will not be granted if it would require the involuntary transfer of other staff members. As openings become available, the District will actively seek volunteers for such positions.

F. PROMOTIONS

1. All promotional vacancies shall be posted in every school building as soon as the vacancy is known. No such vacancy shall be filled, except on a temporary basis, until such vacancy has been posted at least ten (10) days. The Association President will be notified by mail during the summer months of such openings which have not been previously posted.

2. An applicant who is not selected may request the reasons, to be given orally, for not being selected.

G. HIRING PRACTICES

1. Qualified candidates for promotional vacancies who are presently employed in the District shall be given consideration when filling such vacancies.

2. Provision will be made for Association members to participate in candidate interviews.

H. REQUESTED TRANSFERS

A teacher may request a transfer to another building, department, center, level or grade at any time during the school year. The request shall be made in writing to the Superintendent with a copy to the Association President and the Principal of the school where the applicant is working. The request will be considered when conditions arise which permit such transfer to occur. The written request shall remain on active file for one year after it has been submitted.

ARTICLE 7
SELECTION, TRANSFER AND PROMOTION (CONTINUED)

I. ABOLITION OF POSITIONS

If positions in the bargaining unit are abolished necessitating a transfer of individuals, such individual shall be informed of all available open positions within the individual's tenure and/or certification areas. The individual involved may rank such open positions in his/her order of preference. District administrators shall give serious consideration to that individual's preference when assigning him/her to a position.

J. SCHOOL NURSES

This entire article shall apply to school nurses where applicable.

ARTICLE 8
SCHOOL BUILDING FACILITIES

- A. The District shall provide:
1. A separate desk and file cabinet for each teacher as requested. All new file cabinets shall have locks. Teachers without classroom working space for a desk and file cabinet will be provided with such space in areas not being used as classrooms. Teachers new to the District or who are transferred may request such items. These requests shall be processed within a reasonable length of time.
 2. Suitable space for each teacher to store coats, boots, and personal articles.
 3. Lunchroom, rest room and lavatory facilities for teacher use and at least one (1) room appropriately furnished and cleaned daily, which shall be reserved for use as a faculty lounge. This room will be air-conditioned. Provisions for such facilities shall be made in all future buildings.
 4. The District shall provide sufficient telephones to enable teachers to conduct confidential professional conversations. The Superintendent and BSTA President will mutually agree to increase the phones as needed.
 5. Restrictions on smoking of cigarettes and/or all other tobacco products shall conform to applicable state and federal laws.
 6. Each teacher will have access to a copying machine.
 7. This article shall apply to school nurses as well as teachers.
- B. Where there is difficulty with the implementation of Section A. 3. above because of the rapid growth in the District and/or age of the building, the Association and the District will work cooperatively to arrive at a solution to the problem mutually acceptable to both parties.
- C. Whenever a teacher believes that a health or safety problem exists for students and/or staff, the teacher shall notify the District Health and Safety Committee, with a copy to the BSTA President, Superintendent, and Board President. Said writing will identify the location of the problem and provide a clear description of the problem. The Health and Safety Committee Chairperson shall respond in writing and provide a copy of this response to the BSTA President, Superintendent, and Board President. Such response shall state what measures the Health and Safety Committee has taken or intends to take to address the problem.
- D. A teacher who submits a work order shall receive a written response within five (5) days. Such response shall name the person to whom or the department to which such work order has been referred.

ARTICLE 9
EXCEPTIONAL PROBLEMS

- A. The District and the classroom teacher will follow all applicable State and Federal laws, rules and regulations:
 - 1. when identifying and educating pupils with special needs
 - 2. when referring students to the Committee on Special Education (CSE) or appropriate building level committee
 - 3. in participating in the process of the Committee on Special Education meetings and evaluations

- B. The teacher may temporarily remove from the classroom any student who exhibits emotional and/or undisciplined behavior in accordance with the NYS Safe Schools legislation.

- C. The teacher to whose class a special needs student has been assigned shall be afforded release time to attend the SST, CSE or 504 meeting for that student. If the release time is during the teacher's preparation period, the time will be made up at the earliest mutually agreeable time.

- D. The scope of teachers' duties and responsibilities shall not be increased to meet the medical/hygiene needs of medically fragile students.

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE

Teaching is a profession. It involves personal counseling, development of student-teacher and parent-teacher understanding, preparation for teaching, and other professional facets.

- A. The working day for all teachers and nurses shall be seven (7) hours (including lunch). It is recognized that teachers have professional responsibilities that, at times, extend beyond the school day.
 - 1. All teachers and nurses shall reserve Mondays for professional meetings called by the Building Principal. A schedule of faculty meetings will be presented at the beginning of the year. An agenda for the meeting will be provided at the meeting. Such meetings shall be limited to one (1) hour and begin within twenty (20) minutes after students are dismissed. In the event that the District is obligated by federal or state law, rule, 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 one hour. Notice of any such meeting will be given to members of the bargaining unit in a joint communication from the Superintendent and the BSTA President.
 - 2. All school nurses and the district health leader shall meet, with the approval of the District, to discuss District health problems, procedures, and policies. School nurses shall be paid their hourly rate for such meetings.
- B. All teachers and nurses shall have a duty free lunch period of at least thirty (30) minutes, between the hours of 10:30 A.M. and 1:30 P.M.
- C. All teachers and nurses who are assigned to more than one school shall be compensated for travel between schools at the same rate granted New York State employees. Their schedules shall be adjusted to allow reasonable time for such interschool travel.
- D. All teachers who are asked by the Principal to write special programs for students who are being tutored shall be granted release time for doing so. It is understood that the term "special programs" refers to those programs that fit the special needs of those being home tutored and are dissimilar in nature to the classroom programs.
- E. The parties recognize that conflicting schedules may make it difficult for regular, remedial and special education staff members to meet for congruency planning. Among other options, the District may use substitute teachers to provide time as needed.
- F. All teachers and nurses shall be informed by the Principal on days when pupils are dismissed early because of weather or other emergency conditions when their services are no longer required.
- G. All teachers shall receive their class assignments for the following year by the Friday preceding the last week of school. Teachers may indicate their preference for courses

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE (CONTINUED)

they will teach to the person responsible for assigning such courses. This will be considered in making all assignments. High School teachers' schedules shall not be changed after the above Friday, unless administrative decisions necessitate a change in number of sections per course or a change in staff occurs. If a change in staff occurs after the above Friday, all teachers who could be affected will be notified immediately of possible schedule changes. Those teachers may indicate again their preference for courses they will teach and this preference will be considered in making any schedule change. Following notification of possible changes to teachers involved, the teachers will be notified within one week following the resulting decisions.

- H. Auxiliary personnel, not employed by the District, such as volunteers, tutors, psychological interns, etc., shall be allowed in the classroom only with the express consent of the classroom teacher.
- I. Should a teacher's work load be increased because of responsibilities attendant to identified gifted students, the District and BSTA shall meet and negotiate such impact.
- J. The following job descriptions will be available for inspection: social worker, school psychologist, guidance counselor, speech therapist, and instructional teacher leader. The District shall notify the Association of any change to the responsibilities and duties for these identified positions.
- K. Elementary School Teaching Hours and Teaching Loads:
 - 1. All teachers will have four hundred forty (440) unencumbered minutes per week for preparation and planning. This unencumbered time shall be free from all instruction, supervisory duties (e.g., student arrival, student dismissal, transitions) and meetings (e.g., meetings arranged by the Administration that are either voluntary and/or mandatory). Schedules shall be arranged so that teachers' blocks of time for preparation and planning will be at least thirty (30) minutes in length.
 - 2. Due to the greatly varying needs and requirements in the special teaching fields, the principal responsible for the scheduling shall confer with the teachers in each area for their suggestions relative to program needs, class load, set-up and travel time, and other matters before preparing the schedule. Kindergarten teachers may request scheduling of special subjects (art, music, physical education, library).
 - 3. The principal(s) responsible for scheduling shall confer with the Instructional Teacher Leaders in each elementary building for their suggestions before preparing the schedules in an attempt to equalize planning time among elementary teachers.
 - 4. Teachers shall have the option of leaving their class when a special teacher is in charge of the class. Special subject classes shall be distributed as evenly as possible.

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE (CONTINUED)

5. Teachers will not be required to be assigned to classes other than their own unless such assignments are mutually agreed upon.
6. Teacher release time for parent-teacher conferences will be provided on four (4) days per year. Teachers shall continue to attempt to accommodate parents' schedules. The days on which students are to be released, as well as the procedures for such conferences, shall be worked out between the Director of Instruction and the Ballston Spa Teachers' Association President or their designees.
7. On Friday of the third week of school in September, students in the Elementary School will attend half-day sessions so that teachers may use the remainder of the day for planning. If the first week of school has only two student days, the Friday half-day session will be scheduled for the second week of school.
8. Instructional Teacher Leaders at the Elementary level shall have up to thirty (30) release days for the performance of their duties as Instructional Teacher Leaders. It is recognized by the parties that Instructional Teacher Leaders at the Elementary level will not have a reduced teaching load and therefore will not have release time on a daily basis. It is also recognized that Instructional Teacher Leaders will have less total release time available on an annual basis than secondary Instructional Teacher Leaders, and will have the additional responsibility of planning for a substitute on release days. Therefore it is agreed that the numbers and/or types of responsibilities for elementary Instructional Teacher leaders will reflect the above conditions. The number and distribution of release days shall be agreed upon between the Director of Instruction, the Principal and the Instructional Teacher Leaders.
9. Elementary teachers who have been appointed to coach Ballston Spa School District sports shall be relieved of bus duty during the coaching season provided that such teacher-coach procures a volunteer substitute for each day s/he is relieved of bus duty. "Substitute," as used herein shall: (1) exclude any other person who is assigned to bus duty; and (2) include only certified staff members of the District.

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE (CONTINUED)

L. Middle School Teaching Hours and Teaching Loads:

1. All teachers shall have at least one (1) duty-free preparation or planning period each day.
2. Under the Middle School schedule, a full-time teacher workload will consist of eighteen (18) to twenty-one (21) instructional or lab hours, and up to, but no more than, three (3) hours of supervisory assignments per week. Teachers who are assigned more than eighteen (18) instructional or lab hours per week shall not be given a supervisory assignment.
3. Teachers shall not be required to have more than three (3) preparations per semester except in the following areas: technology, family and consumer sciences, and art. In these areas, teachers may be required to have four (4) preparations per semester. If teachers in these four areas have more than three (3) preparations per semester, they shall not be given a supervisory assignment. A preparation shall mean preparing for a class of a certain grade or ability (i.e., Social Studies 7, Math 6, AIS 7: examples of three preparations) or material (i.e., Math 7, Accelerated Math 7, Math 8: examples of three preparations). Part-time teachers who are employed at .7 or less of a full-time schedule shall have no more than two (2) preparations.
4. Teachers who are members of a team will have two (2) hours weekly per team for joint planning periods. Teachers who are assigned common students in the core academic areas are considered a team.
5. Instructional Teacher Leaders shall be assigned no more than a twelve (12) hour teaching load. In addition, Instructional Teacher Leaders will not be assigned supervisory duty. This released time shall be reserved for the performance of their duties as Instructional Teacher Leaders.
6. The District agrees that one intent of this schedule is to reduce class size. To achieve that benefit, the District agrees to reduce the guidelines used to determine maximum class sizes by a factor of one-sixth.
7. The District agrees that it is not their intent to achieve a reduction in staff by adopting this schedule. Rather, staffing will be determined by enrollment, as per guidelines above.

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE (CONTINUED)

M. High School Teaching Hours and Teaching Loads:

1. All teachers shall have at least one (1) duty free preparation or planning period each day. The preparation or planning period shall be scheduled by the Administrators.
2. Under a ten period rotational schedule, a normal work load will consist of six (6) classes which meet for three (3) one hour periods per week (18 contact hours per week). In addition, a teacher may be assigned up to three (3) one hour periods of supervised study per week. Science teachers who agree to have more than eighteen (18) hours of instructional or lab time per week shall not be required to have a study hall assignment.
3. High School teachers shall not be required to have more than three (3) preparations per semester except in the following areas: foreign languages, industrial arts, home economics, and art. In these four areas, teachers may be required to have four (4) preparations per semester. If teachers in these four areas have more than three (3) preparations per semester, they shall not be required to have a homeroom or study hall; however, with the expressed and voluntary consent of the teachers in foreign languages, industrial arts, home economics and art, their schedule may require more than four (4) preparations per semester. A preparation shall mean preparing for a class of a certain grade or ability (i.e., 9R, 9NR, ungraded: examples of three preparations) or material (i.e., American History, World History, Humanities: examples of three preparations). Part-time teachers who are employed at .7 or less of a full time schedule shall have no more than two (2) preparations.
4. Teachers who are members of teams will have 180 minutes weekly per team for joint planning periods.
5. Instructional Teacher Leaders at the High School level shall be assigned no more than four (4) instructional periods of a six (6) period regular teaching load. In addition, Instructional Teacher Leaders will not be assigned supervisory duty. This release time shall be reserved for the performance of their duties as Instructional Teacher Leaders. Release time under any other schedule will be equivalent to the above specified time.
6. The District agrees that one intent in adopting the ten-period rotational schedule is to reduce class size. To achieve that benefit, the District agrees to reduce the guidelines used to determine maximum class sizes by a factor of one-sixth.
7. The District agrees that it is not their intent to achieve a reduction in staff by adopting the ten-period rotational schedule. Rather, staffing will be determined by enrollment, as per guidelines above.

ARTICLE 10
CONDITIONS OF PROFESSIONAL PRACTICE (CONTINUED)

8. The high school principal will continue to meet with the principals of other buildings to determine appropriate schedules for teachers traveling between buildings.

N. Secondary (6-12) Special Education Teaching Hours and Teaching Loads

It has been agreed that the special education teachers at the Middle School and High School level will increase their instructional time from eighteen (18) hours to twenty (20) hours. The increase in two (2) hours will be to support a teacher's current caseload. The additional two (2) hours of instructional or contact time is support for students and is not to be used as a vehicle to add to caseloads or to reduce current special education staff. The additional two (2) hours will be agreed upon between supervisor and teacher.

1. If the special education teacher has an assignment of resource room, study skills or a combination there of, the teacher will provide eighteen (18) hours of instructional time with an additional two (2) hours of contact time per week.
2. If the special education teacher has a half-day, self-contained program of eight (8) students or less, the teacher will provide twenty (20) hours of instructional or contact time per week.
3. Teachers whose assignment includes self contained or co-teaching classes will provide twenty (20) hours of instructional or contact time per week.
 - a. If a teacher has a self-contained special education classroom of more than eight (8) students, without a co-teacher, the teacher will teach nineteen (19) hours; or
 - b. If a teacher has two or more self-contained classes without a co-teacher then s/he will teach eighteen (18) hours, or
 - c. If a teacher teaches more than two (2) collaborative classes (self-contained) then s/he will be maintained at eighteen (18) hours.
4. It is expected that all special education teachers will have at least eighteen (18) hours of instructional time but no more than twenty (20) hours of instructional or contact time.

ARTICLE 11
EVALUATION

- A. Evaluation of unit members shall be conducted in accordance with File 2.5.2 “Procedures for the Annual Performance Review” as agreed to in BSTA/BSCSD Negotiations. Neither party shall modify these procedures without agreement.
- B. Evaluation of teachers and school nurses shall be the responsibility of the principal. The Principal may designate the Assistant Principal or the appropriate Instructional Teacher Leader, Director, Coordinator or Supervisor to participate in evaluations under the following conditions:
1. Formal written observations will be done only by persons holding administrative certification, except as in Section B.2.
 - a. A minimum of two (2) direct classroom observations will be scheduled during the year.
 - b. A pre-conference between the teacher and supervisor will be held before each observation. A date and time for the observation will be determined prior to the pre-conference. Observations shall be of a reasonable duration.
 - c. A performance review narrative will be written by the supervisor after each observation based upon the observation.
 - d. A post-conference will be held between the teacher and the supervisor to discuss the performance review narrative and to develop a plan for improvement. The post-conference will be held within five (5) days of the observation.
 2. At the Middle School and High School level at the request of the Principal or Assistant Principal, uncertified Instructional Teacher Leaders (ITLs), Directors or Coordinators may participate in an evaluation provided that he/she subsequently meets with the Principal or Assistant Principal to discuss the evaluation and review the evaluation report. In this case, both the ITL and the Principal or Assistant Principal shall sign the evaluation.
 3. At the elementary level, evaluation of tenured teachers may involve participation of the Instructional Teacher Leader or other appropriate leader within the teacher bargaining unit, only upon agreement of the Principal and the tenured teacher. Formal observations are to be completed by certified administrators.
- C. Evaluations of Instructional Teacher Leaders shall be conducted in a manner consistent with the teacher evaluation policy. Appointments of Instructional Teacher Leader positions shall be for one year. Evaluations of Instructional Teacher Leaders will be completed on or before June 1 of each school year. Persons interested in applying or reapplying for an ITL position must do so by June 1. The above procedure shall not preclude a teacher from expressing an interest in any leadership position.
- D. All monitoring or observation of a teacher will be conducted openly with full knowledge of the teacher.

ARTICLE 11
EVALUATION (CONTINUED)

- E. Non-tenured teachers will be notified of termination of employment not later than April 1, except for the tenure year when the teachers will be notified not later than March 1.

ARTICLE 12
CLASS ASSIGNMENTS

- A. The following items are relevant to the District and shall be considered most carefully in setting up class size:
1. the needs of our own particular community
 2. the needs of our own particular students
 3. the physical, mental and emotional maturity of the students
 4. the students' need for stability
 5. the interests, abilities and subject areas of the teachers concerned
 6. the educated judgment of the teachers concerned
 7. the type of instruction and the curriculum involved
 8. the physical facilities of the plant. The following variables in this field should be recognized:
 - (a) the size and condition of the room in relation to the maturity level of the students
 - (b) the size and condition of the room in relation to the type of curriculum for which the room is being used
 - (c) the ease of use for students and teachers
 - (d) the availability of instructional materials needed
 - (e) the safety of the students

- B. Statement of Intent: It is in the interest of the District and the BSTA that staff be assigned in an effective and efficient manner. It is also in the interest of the parties that the workloads of regular, special education and special area teachers be fair and equitable.

Class lists shall be established and new students placed in elementary classrooms in accordance with the "Elementary Building Procedures for Student Placement." These procedures will be communicated annually to staff. The process used to assign students to classes should be communicated with affected staff members and should include opportunities for all appropriate (regular education, special education and special area) staff members to give input.

Process: At each building, the principal will provide a written outline of the process used in the building for assigning students to classes.

Such outline shall include how the distribution of CSE, Title I and Resource students among the classes is to be determined. This process shall be consistent with the process for determining District programs.

The process will include opportunities for input from the student's previous teacher(s) as well as from the prospective teacher(s). Once the above process is completed and teacher assignments and tentative class lists are determined, such information will be available to all staff.

ARTICLE 12
CLASS ASSIGNMENTS (CONTINUED)

Should transfers into or out of the District during the summer have a significant impact on class/teacher assignments, affected teachers will be contacted by phone or mail and offered an opportunity for input and consultation.

Review: Any teacher with questions about the process or product of this procedure will first direct his/her written questions or concerns to the building principal. The principal will respond to the teacher within ten (10) days.

If the teacher is not satisfied with the response of the principal, he/she may request a review of the matter by the Superintendent. The Superintendent will provide a written review of the matter to the teacher within fifteen (15) days.

- C. The Chairperson of the PPS Committee, case manager and/or the Principal of each school shall meet with the special area teachers and support staff in that school, at the teacher(s) request, to inform them of the needs of each identified special needs student as those needs relate to each teacher(s) curriculum area.
- D. Teachers who are assigned one or more students who have been determined by a Committee on Special Education to be disabled and who have unique needs shall, upon making a request to the building Principal, be provided with an opportunity to receive a modest amount of locally available non-credit bearing instruction to assist him/her in the teaching of such student(s). Release time shall be provided if required. (See Article 6— Academic Freedom and Professional Development for information relating to obtaining training)
- E. Assistance shall be provided for classroom teachers (including special area teachers) who are assigned identified students to the extent deemed necessary by the teacher, with the agreement of the Principal.
- F. The method for determining the caseloads for the following positions shall be available for review on an annual basis: social worker, guidance counselor, school psychologist and speech therapist.

ARTICLE 13
PERSONAL ILLNESS

- A. A teacher or nurse may be absent without loss of salary on account of personal illness or physical disability.
- B. Teachers will have sixteen (16) days available for personal illness or physical disability. The Superintendent may, at his/her discretion, provide additional days for a teacher or nurse who has exhausted his/her sick leave and who suffers a serious illness or injury, provided that the teacher who is provided these additional days shall repay them at a rate of at least two (2) days per year commencing with the school year immediately subsequent to his/her recovery. Repayments shall be made at the end of each school year, except that no repayment shall be required in any year in which the teacher does not have any accumulated sick leave.

A teacher or nurse will have available five (5) of the sixteen (16) days for serious illness in the employee's immediate family. The teacher/nurse will notify the principal when s/he uses sick days for this purpose.

- C. Accumulated unused leave under this article shall be unlimited.
- D. It is the responsibility of the teacher or nurse to keep the Superintendent informed about the nature of the illness or physical disability.
- E.
 - 1. A maximum of seven (7) unused sick days may be added to accumulated unused personal days for the purpose of the retirement incentive provided in Article 22. Section D.2.
 - 2. Any teacher who desires to have unused sick days credited to his/her accumulated unused personal days in accordance with paragraph (1) shall notify the District on an annual basis before June 30th.

F. Pregnancy Related Disability:

A teacher who is pregnant shall:

- 1. Notify the Superintendent in writing at least four (4) months prior to the expected date of birth;
- 2. Provide a statement from her physician indicating his/her evaluation of the teacher's ability to continue performing the full duties and responsibilities of the teacher's position; and
- 3. Be entitled to receive maternity leave and to use accumulated sick leave, if the latter is available, during the period of pregnancy-related disability as certified by her physician. This shall apply whether or not the employee is on maternity leave. Any unused sick leave shall be reserved for the employee upon return to the school system.

ARTICLE 14
LEAVE OF ABSENCE

A. TEMPORARY LEAVES OF ABSENCE

1. Personal leave maximum is six (6) days; taken at discretion of teacher

- 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's 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 employee's 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) Death in the immediate family. For the purpose of this provision, immediate family shall be defined as follows: husband, wife, 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 teacher 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 workman's compensation hearing.
 - (11) Matters of personal concern. Leave under this section may not be taken for any reason prohibited by Section A.1.a.(1).

ARTICLE 14
LEAVE OF ABSENCE (CONTINUED)

- (12) Faculty members serving as Association representatives to meetings outside of the District.
- (13) Members of the negotiating teams attending a session extending considerably beyond the sessions referred to in Article 3.

- b. With the exception of reason 1.a.(9) 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 1.a (1) is five (5), and the maximum number of days allowed for Item 1.a (11) is three (3). Reasons 1.a(1) and 1.a (11) may not be used to extend school vacations or holiday periods. If a teacher 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 using the form in Appendix A of this agreement. 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.

2. Leave as faculty representative

The faculty member elected as a delegate to the New York State Teachers' Retirement System shall be granted leave to conduct business related to said position to a maximum of three days. This leave shall not be deducted from the employee's personal leave.

B. EXTENDED LEAVE OF ABSENCE

- 1. The District agrees that the following leaves of absence without pay will be granted for the following reasons at the discretion of the Superintendent:
 - a. To engage in Association (local, state or national) activities.
 - b. To join the Peace Corps, Vista, or the National Teaching Corps or to serve as exchange teacher.

ARTICLE 14
LEAVE OF ABSENCE (CONTINUED)

- c. For further study or travel.
 - d. For a teacher whose personal illness extends beyond the period of accumulated sick leave.
 - e. All benefits to which a teacher was entitled at the time the teacher's leave of absence was commenced, including unused accumulated sick leave, will be restored upon return and the teacher will be assigned to a similar position in the same tenure area which the teacher held at the time said leave commenced. Teachers who use leave of absence for educational advancement or certification in new areas may ask to be placed in their new area upon their return. A teacher who returns from such leave will be placed on at least the same level of the salary schedule the teacher was on when the leave commenced.
 - f. All requests for leaves or extensions or renewals of leaves will be applied for in writing.
 - g. Other extended leave of absence may be granted at the discretion of the District.
 - h. Any extended leave of absence for any of the foregoing purposes shall be for a maximum period of one year. Upon the written request of the teacher on leave, the Superintendent may extend any such leave for an additional period of up to one year.
 - i. Unless otherwise agreed to by the District and the teacher at the time of application, the ending date of an extended leave of absence shall coincide with the end of a grading period, Christmas recess, winter recess, or spring recess. The teacher is required to provide sixty (60) days notice of an intended date of return. The provisions under this section do not apply to d. above.
2. Unpaid Child Rearing Leave - Maternity Leave*:
- a. Any employee who desires unpaid child rearing leave* for the purpose of caring for a newborn child at home shall make a written request for such leave at least four (4) months prior to the expected date of birth.
 - * In addition to child rearing leave, the district also recognizes maternity leave which shall be defined for purposes of this Article as unpaid leave requested by a pregnant teacher for the period prior to the commencement of the period of pregnancy related disability leave.

ARTICLE 14
LEAVE OF ABSENCE (CONTINUED)

- b. Employees shall receive upon request a child rearing or maternity leave of absence without pay for a period of not more than two (2) years. Such leave may be extended by the District. Child rearing leave or maternity leave shall commence at the discretion of the employee.
- c. All employees on child rearing leave or maternity leave in the School District shall be privileged to continue under the contributory insurance plans including dental insurance. The employee shall pay 100% of the insurance premiums.
- d. For the non-tenure employee, child rearing leave or maternity leave shall be an interruption of the probationary period and not in lieu of the requirements for serving a probationary period.
- e. An employee on child rearing leave or maternity leave shall not accept a full-time position in another district. To do so shall negate all rights and privileges as set forth in this Agreement.
- f. Leave shall be available to a teacher in the case of adoption subject to applicable conditions above.
- g. Unless otherwise agreed to by the District and the teacher at the time of application, the ending date of child rearing leave shall coincide with the end of a grading period, Christmas recess, winter recess, or spring recess. The teacher is required to provide sixty (60) days notice of an intended date of return. The superintendent may consider extenuating circumstances.

3. Sabbatical Leave

Any language with regard to sabbatical leave would need to be negotiated and agreed upon by the District and BSTA.

ARTICLE 15
FREEDOM FROM NON-PROFESSIONAL TASKS

- A. Supervision of students resulting from penalties imposed by administration for such offenses as truancy, suspension, and repeated illegal tardiness shall not be the responsibility of the teachers.
- B. Clerical aides shall be employed as set forth below to assist in carrying out the non-professional tasks inherent in the teachers' work such as keeping attendance registers and record keeping, making notations on pupil record forms, typing of letters, collating, filing, duplicating, scoring and tallying the objective and standardized parts of exams. At such times as clerical personnel are not servicing teacher needs, these services may be used by the Administration.

Malta Avenue Elementary School	1
Wood Road Elementary School	1
Milton Terrace Elementary School	1
Middle School	1
High School	2

- C. Aides may be assigned to different departments and/or teacher(s) for short periods of time provided the work to be done is of clerical nature and it has been approved by the Principal.
- D. Aides shall be given a description of their duties.
- E. Teachers shall not be assigned lunchroom and corridor supervision. The Aides assigned to these responsibilities may call upon a teacher for assistance in an emergency.
- F. The school nurse shall be given clerical assistance.
- G. The librarians shall be given clerical assistance and instructional aide assistance when needed by the librarians.

ARTICLE 16
USE OF SCHOOL FACILITIES BY THE ASSOCIATION

- A. The Association will have the right to use the school building without cost at reasonable time of any day or evening for its meetings 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 may use a section of an adequately sized bulletin board in each building and one file cabinet. At least one (1) faculty bulletin board will be installed in each new building at a location to be agreed upon by the parties hereto.
- C. The Association will be allowed reasonable use of interschool mail facilities and faculty mailboxes.
- D. The Association will be allowed to use the copying and printing equipment of the District without charge, except for supplies. The use of this equipment will not interfere with normal school use and is not applicable to metered machines. The Association will assign persons who are knowledgeable in the use of these machines.

ARTICLE 17
SUBSTITUTES

- A. If available, a certified and qualified substitute teacher or nurse shall be obtained in the event a teacher or nurse is unable to be on duty. A qualified substitute, certified in the subject area or grade level will be the first to be called. Teachers or nurses may request a particular substitute from the approved lists by virtue of the employee's knowledge of the substitute's ability and the planned learning activities. If available, the substitute requested by the employee will be obtained.

In the case of maternity related disability, or other extended leaves of absence, the above shall not apply if the teacher anticipates being absent more than thirty (30) days.

- B.
1. When a teacher leaves the employ of the District or goes on extended unpaid leave of absence or temporarily moves to another position for a period in excess of thirty (30) days, the teacher's replacement shall be hired on a full-time substitute basis and shall be entitled to the benefits of the collective bargaining agreement from the first day that such substitute is employed for such teacher.
 2. If the regular teacher is on a paid leave then s/he will be considered to remain in the employ of the district until an unpaid leave begins.
 3. Substitutes replacing teachers who are on paid leave (example: maternity-related disability) shall be compensated at the appropriate rate as defined by the per diem substitute contract and shall not be entitled to the benefits of this agreement.
 4. Substitutes replacing teachers who are on extended leaves of absence shall be notified of their termination date thirty (30) days in advance of such date or as soon as it is known by the District.
 5. Nothing in this article shall be deemed to provide a substitute teacher with the right to any benefits or notice of termination, where such substitute is discharged from duty due to failure to meet the District's expectations or due to a lack of acceptable performance. A substitute teacher's due process rights will be respected.

ARTICLE 18
INSURANCE AND ANNUITIES

Except as provided in Section “C” of this Article:

A. HEALTH INSURANCE

1. Provision:

- a. Teachers shall have the choice of an individual, two-person, or family health insurance plan. Teachers will pay the following percentage of the total premium cost of health insurance plan:

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
HMO (CDPHP/MVP) or PPO (Empire Blue Choice)	15 %	15%	15%	15%	15%
Empire Matrix	17%	17%	17%	18%	18%

- b. It is recognized that it is not the intent of the district to provide dual health insurance coverage. A BSTA unit member shall only be enrolled in one district health plan. Therefore, married unit members and married retirees shall only have the following health insurance options: two individual plans, one two-person plan, or one family plan.
2. The health insurance plan selected by the District shall be equal to or better than the plan in effect on June 30, 1984 except that effective July 1, 1998 the District may change the prescription drug plan to require a \$5.00 co-pay per prescription from all teachers. The District shall have the option to require all teachers who select Empire Blue Cross (“BSCSD Plan”) to participate in the Empire Blue Cross Managed Care Program for so long as the District continues Empire Blue Cross as the District health insurance carrier. The district may change the hospitalization portion of the health insurance coverage to require a one hundred dollar deductible for each hospitalization. Nothing in this paragraph shall be interpreted to prevent the District from exercising its right, as set forth above, to select a different health insurance carrier.
3. For teachers hired prior to July 1, 1998, the June 2008 open enrollment period shall be the last opportunity for current members and prospective retirees to enroll in the Empire Matrix health plan.
4. For all teachers and school nurses hired effective July 1, 1998, the choice of health insurance plans will be the Empire Blue Choice PPO or any of the available HMOs.
5. The District will offer a minimum of two (2) HMOs.
6. Retirement health insurance provisions are located in Article 22.

ARTICLE 18
INSURANCE AND ANNUITIES (CONTINUED)

B. DENTAL INSURANCE

The District shall pay the full cost of the Blue Shield Dental plan for individuals, full payment basic contract, Riders A, B, and C. The District shall pay the full cost of the Blue Shield Dental Plan, full payment basic contract, Riders A, B, C, and D Family Plan for those teachers desiring the Family Plan.

The District may select a different dental insurance carrier provided the benefits to members of the bargaining unit are equal to or better than the benefits in effect on October 1, 1994 under the above described Blue Shield dental benefit plan.

For teachers who begin rendering service to the District on or after July 1, 1995, the District shall pay 90% of the premium cost of the dental plan (individual or family) selected by said teacher. The teacher shall pay 10% of the premium cost of the plan selected. For school nurses who begin rendering service to the District on or after July 1, 1995, the District shall pay 95% of the premium cost of the dental plan (individual or family) selected by said school nurse. The school nurse shall pay 5% of the premium cost of the plan.

C. PART- TIME INSURANCE BENEFITS

For bargaining unit members who are employed on less than a full time basis, the District's contribution toward health and dental insurance benefits pursuant to this Article shall be pro-rated according to the actual time worked. The employee shall pay the difference between the District's contribution and the cost of the health and dental insurance plan chosen by the employee.

D. The District will provide payroll deductions for tax sheltered annuities, life insurance, and the NYSUT Member Benefit Trust.

E. IN LIEU OF HEALTH BENEFITS

1. Effective July 1, 2002 any teacher eligible for family health insurance who elects not to receive such coverage under the health insurance plan offered by the District for a full school year, shall receive a lump sum payment of one thousand (\$1000) dollars. Any teacher eligible for a two-person or family health insurance plan who selects an individual plan, or any teacher or nurse eligible for an individual health insurance plan who elects not to receive any health coverage under the health insurance plan offered by the District for a full school year shall receive a lump sum payment of five hundred (\$500) dollars.
2. Any teacher who wishes to elect the options set forth above may do so either (a) at the time of their initial hiring, (b) at the end of any school year effective on July 1st of the following school year, or (c) at any other time during the school year limited to a maximum of once per school year.

ARTICLE 18
INSURANCE AND ANNUITIES (CONTINUED)

3. Teachers wishing to elect this provision effective on July 1 of the following school year must give notice to the District in writing on a yearly basis by June 1st of the prior school year. Unless such notice is given by June 1, teachers will be enrolled on the District Health Insurance Plan effective July 1 each year. Teachers wishing to elect this provision during a school year can only do so upon written notice submitted to the District by the 15th of the month effective on the 1st day of the following month.
 4. Once a teacher elects to receive this payment in lieu of health insurance, such election shall remain in effect until the end of the school year (i.e. June 30) or until withdrawn by the teacher in writing which may be done only once during the school year upon written notice submitted to the District by the 15th of the month effective on the 1st day of the following month.
 5. In no event will any teacher be allowed to opt out and in more than once during any school year. Teachers who elect to opt out and/or in during a school year will be subject to any restrictions of the carrier and will in no event be allowed to do so sooner than the 1st day of the month immediately following the teacher's request to opt out and/or in, which must be submitted by the 15th of the preceding month.
 6. Payment will be made in a lump sum payment to the teacher on the last pay period in June.
- F. The district shall provide a cafeteria plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall provide for flexible spending accounts which enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans.
- G. The entire article shall apply also to the school nurses.

ARTICLE 19
STUDENT AND COOPERATING TEACHERS

- A. Only certified teachers having at least three (3) years teaching experience, including tenure in the District will be permitted to have one (1) student teacher per year. The sponsor teacher's certification shall be in the area toward which the student is working. Exceptional circumstances will be considered by the Principal and Director of Instruction.

- B. No student teacher will be considered for student teaching in the District unless the student teacher can meet approximately one (1) hour but not less than forty (40) minutes for conference with the cooperating teacher at which time both must be able to meet. These meetings will be on a daily basis and the time should not be used for other purposes.

- C. The following procedure shall be implemented:
 - 1. The principal or principal's designee will be responsible for coordinating use of student teachers. Teachers shall be informed of this in September of each school year.
 - 2. Before November 30 (spring semester) and before March 30 (fall semester), the teachers will inform the Building Principal or Principal's designee (elementary schools) or the Instructional Teacher Leaders, (High School and Middle School) or appropriate Supervisor or Coordinator of their request for student teachers, who will forward requests to the building principal.
 - 3. All colleges will deal directly with the building principal or principal's designee who will inform them of various openings in the building. The colleges will send the building principal a resume or dossier of the student teacher wishing placement in the building.
 - 4. The building principal will make the final decision regarding placing a student teacher with a cooperating teacher. The building principal will inform the Director of Instruction and the Office of Human Resources of student teacher placements.
 - 5. All student teachers will be required to meet the classroom teacher prior to initiating the student teaching experience. The purpose of the meeting will be to acquaint the student teacher with community background, present school philosophy and programs, and to provide a school tour.

- D. The parties shall abide by the procedures of the sponsoring institutions with regard to vouchers. If a cooperating teacher does not want to use the voucher, he/she may offer it to any other member of the teaching staff with the approval of the Superintendent.

If a cooperating teacher does not want to use the voucher or assign it to a specific teacher, it shall be offered to other members of the teacher's department, center or grade level in

ARTICLE 19
STUDENT AND COOPERATING TEACHERS (CONTINUED)

the teacher's building. If there is more than one teacher desiring the voucher, the matter will be resolved by drawing by lot. If there are no applicants, the voucher shall be offered school-wide in the cooperating teacher's school and then District-wide, the matter again resolved by drawing by lot.

This agreement does not in any way limit the Association and the Superintendent from seeking change or modification of the voucher system offered by the issuing institutions.

- E. Colleges sending students to Ballston Spa shall be provided with copies of the procedures outlined in Section C. 1-5 above.

ARTICLE 20
SALARY

A. TEACHER SALARIES

1. a. Salaries for teachers for the period from July 1, 2008 to June 30, 2013 shall be calculated by adding step salary (according to the respective schedule in Appendix C), plus credits (Article 20.A.3), plus degree stipend(s)(Article 20.A.4). Teachers who have only a Bachelor's degree and less than 30 credits beyond the Bachelor's degree shall be placed on Schedule I. All other teachers shall be placed on Schedule II. Any salary differential or Schedule III or IV stipend shall be in addition to the above salary. Beginning in September 2002, all increases in step salary, credits, degrees, and salary differentials shall occur annually on September 1st.
- b. Effective July 1, 2008 the salary schedule will be reduced to twenty (20) steps by eliminating the initial step. Newly hired teachers without experience shall be hired at step 1. Teachers on step 1 during the 2007-08 school year shall move to step 2. Teachers on steps 2-20 shall remain on those numbered steps for the 2008-2009 school year only. Teachers shall continue their step advancement commencing with the 2009 school year and beyond.
2. a. Prior to June 30, 2008 each teacher on Step 21 or above was eligible to elect to receive a salary raise of \$2,000 payable for one year only.
- b. Effective July 1, 2008, any teacher who qualified under Article 20.A.2.a. and has not received the \$2,000 and teachers on steps 19 and 20 shall receive it during the 2008-2009 school year.
- c. Effective July 1, 2008 the \$2,000 stipend is included in step 18 on Schedule II.
3. Credit increments will be paid for each credit earned after the Bachelor's Degree. Credit increments shall be as follows:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$42	\$43	\$44	\$45	\$46

4. Teachers will be compensated with a stipend upon attainment of a Master's, Specialist, and/or Doctorate degree(s). This stipend includes payment for thirty (30) credits per degree. For those degrees that exceed thirty (30) credits, each additional credit will be paid at the credit increment rate (Section A.3. above). A teacher may only receive two (2) degree stipends. Any additional graduate work will be compensated at the credit increment rate (Section A.3. above).

For example, during the 2008-09 school year, a teacher who has earned a Master's degree comprised of 36 credits will be paid \$2300 plus \$252 (6 credits at \$42 each). This teacher's stipend and credit compensation would increase annually according to the appropriate schedules.

ARTICLE 20
SALARY (CONTINUED)

The degree stipend shall be as follows:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$2300	\$2800	\$3400	\$4100	\$4900

5. a. Salary credit for graduate credit(s), in-service credit(s), and degree stipend(s) will be paid at the full annual rate provided the teacher submits an official transcript for graduate credit(s) and degree(s) and an official request for in-service credit(s) to the Office of Human Resources prior to September 30.
 - b. Salary credit for graduate credit(s), in-service credit(s), and degree(s) earned during the first semester will be paid at half the annual rate, providing the teacher submits an official transcript for graduate credit(s) and degree(s) and an official request for in-service credit(s) to the Office of Human Resources prior to February 28.
 - c. Salary credit for graduate credit(s), in-service credit(s) and degree(s) will not be paid retroactively for prior school years.
 - d. A teacher will receive a confirmation receipt within two (2) weeks following submission stating the payroll date of salary adjustment. 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 teacher's salary and the teacher shall receive a copy of the salary adjustment statement.
6. The annual base salary of a teacher shall under no circumstances be less than the amount paid the teacher during the preceding school year, except for the one-time twenty year increment referred to in Section A.2.a,b.
 7. Each bargaining unit member who renders coaching services effective on or after July 1, 1989 shall be granted in-service credit for coaching courses successfully completed which are required by Part 135.4(c)(7)(i)(c) and Part 135.5 of the Regulations of the Commissioner of Education. Compensation shall be granted at the rate set forth in Article 6. B. Section 3: In-service courses (2), (3).
 8. All teachers may elect to forego the duty free lunch period and accept a paid lunch period assignment. The annual stipend for such lunch assignment shall be paid as follows for each thirty (30) minute lunch period:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$1464	\$1501	\$1540	\$1583	\$1626

If the lunch period to which a teacher is assigned is more than thirty (30) minutes then the above amount shall be increased by a pro-rata amount based upon such thirty (30) minute rate. Per diem rates will be determined by dividing the stipend by 180 days.

ARTICLE 20
SALARY (CONTINUED)

9. A teacher may voluntarily substitute for another teacher, with the approval of the building principal and/or the principal's designee. The teacher will be compensated at the rate of 1/200th of step 1 divided by 6 (for up to 60 minutes)

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$34.81	\$35.68	\$36.61	\$37.63	\$38.65

10. A full-time teacher may voluntarily teach an additional section (.2) with the approval of the building principal. The teacher will be compensated at the rate of an additional 10% of step 1.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$4,177	\$4,282	\$4,393	\$4,516	\$4,638

B. SCHOOL NURSE SALARIES

1. Salary data for school nurses from July 1, 2008 - June 30, 2013 shall be as follows:

<u>Step</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$26.84	\$27.51	\$28.23	\$29.02	\$29.80
2	\$28.73	\$29.45	\$30.22	\$31.06	\$31.90
3	\$32.18	\$32.99	\$33.85	\$34.79	\$35.73
4	\$35.03	\$35.91	\$36.84	\$37.87	\$38.89

School nurses will be paid for in-service credit(s), graduate credit(s), and degree stipend(s) under the same provisions that teachers are paid.

The foregoing hourly rates for nurses shall be annualized for payroll purposes based on a seven hour day and a one hundred and eighty (180) day work year. Days or part thereof worked beyond 180 shall be compensated at the foregoing hourly rates. Nurses' annualized payments shall not be reduced in a 179-day work year.

The half hour lunch will be compensated at the above rate. Nurses attending meetings at the request of Administration beyond their regular day shall be compensated at the above rate.

Effective July 1, 2001, it was recognized that an additional 2.5 hours per week is required to adequately cover the combined High School/Middle School nursing facilities.

C. PAYCHECKS

ARTICLE 20
SALARY (CONTINUED)

1. Paychecks will be distributed in envelopes. Paychecks will be distributed in accordance with a yearly bi-weekly schedule established by the Assistant Superintendent for Business.
2. Teachers can elect twenty-two (22) or twenty-five (25) paychecks. Such election, if a change from the prior year or if a new employee, must be made by the second day of each school year. The chosen election shall remain in effect for the entire school year except in an emergency circumstance. In such an emergency, the teacher may change the option chosen.
3. With each paycheck, the teacher will receive a summary of all deductions for that pay period and cumulative deductions made on the teacher's behalf by the District during the calendar year.

D. CREDIT FOR EXPERIENCE

1. Each teacher who is appointed to render services which commence subsequent to June 30, 1987, shall be given credit for each year of teaching experience on a year-for-year basis and be placed on that step of the salary schedule which corresponds to his/her of years of experience.
2. Teachers hired after December 2005 shall be paid on a step for step basis for their first five (5) years of public school teaching experience. For teachers with greater than five (5) years of public school teaching experience, the district may offer up to three (3) additional steps beyond the teacher's experience or three (3) steps less than the teacher's experience; but not less than step 5. Credited experience includes: probationary or long term substitute in a public school lasting more than ninety (90) consecutive days (one semester) in one district OR part-time appointments greater than .5 FTE for one (1) school year in one (1) district. The teacher shall be shown the salary schedule and sign an acknowledgement of agreement provided by the Superintendent. A copy of the agreement will be shared with the Association President.

- E. In the event that a teacher or nurse is employed after the beginning of the school year, that teacher or nurse shall be moved up one step on the salary schedule in the following school year if he or she completes more than ninety (90) days of employment the first year.

Should the employee have completed less than ninety (90) days during the first school year, the employee will remain on the same step of the salary schedule until the ninety (90) days of 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.

NOTE:

Per diem substitute days during the first year of employment shall count in computing the ninety (90) days of employment.

ARTICLE 20
SALARY (CONTINUED)

- F. The salary of a teacher employed for only part of each day or part of each week will be multiplied by the percentage of time that the teacher works compared to a full-time teacher.

For example, if a teacher works half of the time of a full-time teacher, the salary would be multiplied by .5. These teachers will be entitled to all benefits of the full-time teacher in the same proportion as applied to the salary.

- G. In the event that an employee goes on a leave of absence, having completed at least ninety (90) days of teaching within a given school year and the leave of absence terminated on or before the close of school in June of that year, the employee on return the following September will be placed on the next higher step of the salary schedule.

Should the employee have completed less than ninety (90) days of teaching because of a leave of absence of more than ninety (90) days during a given school year, the employee will remain on the same step of the salary schedule until the remainder of the ninety (90) days of teaching has been completed during a following school year, at which time the employee shall be placed on the next higher step on the salary schedule.

- H. Teachers who have resigned from the District prior to July 1, 1979 and who return to the District will have restored to them, upon return, all previously accumulated credit toward sabbatical leave.

- I. One step on the salary schedule shall be given for each year of military experience (maximum credit - three (3) years), and one step shall be given for each year of Peace Corps, Vista and/or National Teaching Corps work (maximum credit - two (2) years).

J. COMPENSATED EXTRA DUTIES

1. Teachers and/or other qualified personnel supervising extra duties will be compensated, in addition to their step on the salary schedule, according to the schedule included in Appendix B of this agreement. These schedules are: Schedule III - Pay for Coaches and Schedule IV- Pay for Clubs and Activities.
2. Compensation set forth in these schedules shall cover services rendered by teachers and/or other qualified personnel, at whatever times, in the performance of duties related to the designated activity.
3. The Principal or the Principal's designee will evaluate teachers and/or other qualified personnel supervising an extra duty if such evaluations are desired and/or required.

ARTICLE 20
SALARY (CONTINUED)

4. Schedule III and IV are line items and may not be used for any other purpose. If a new extra duty is created by the District, the teacher and/or other qualified personnel will be compensated at a rate mutually agreed upon by the District and the Association President or designee.
5.
 - a. Sponsoring any compensated extra duty function, with the exception of chaperone assignments, shall be voluntary. In the event there is not a volunteer from within the bargaining unit, the sponsorship may be filled by qualified personnel from outside. In addition, at the discretion of the administration, parent volunteers may be recruited to supplement the teachers assigned to that duty.
 - b. After assignment of a teacher to sponsor an activity, the duties shall not be increased for that school year.
6. Notices of vacancies for compensated extra duties shall be posted in all schools ten (10) days prior to the closing date for applications. If a teacher and/or other qualified personnel leaves or resigns, the position may be filled on a temporary basis.
7. The posting shall include a description of the duties of the assignment, the qualifications required, the location of the assignment and the compensation (if known).
8. Applications shall be made to the appropriate Building Principal unless otherwise specified.
9. All compensated extra duties shall have the approval of the Principal.
10. Except as provided in paragraph "11" of this Section, chaperone assignments shall be made as follow:
 - a. All teachers wishing chaperone assignments shall make this known to the Principal who makes such assignments in each school by the first day of school.
 - b. A chaperone assignment roster shall be compiled by drawing by lot from this list of volunteers. This roster listing the first to last person drawn shall be made known to all those teachers who volunteer by Friday of the first week that school is in session, along with known assignments. Teachers may exchange an assignment or find a replacement. The teacher who exchanges a chaperone assignment with another teacher or who has found a replacement, will so notify the Principal or designee.

ARTICLE 20
SALARY (CONTINUED)

- c. When the chaperone assignment roster for the school is compiled, one alternate chaperone from the volunteer list shall be assigned for every five chaperone assignments in case of illness or emergency conditions arising for the assigned chaperone.
 - d. In the event that less than fifteen teachers volunteer for chaperone assignments, the district may compile a chaperone assignment roster by drawing by lot from the entire school faculty.
11. a. Repetitive chaperone assignments that require special skills may be grouped together and posted (as for example: chaperone-supervisor all football games). Such positions shall include but not be limited to:
Ticket seller(s) at home football games
Ticker seller(s) at home basketball games
Chaperone(s) at home football games
Chaperone(s) at home basketball games
Chaperone(s) at away football games
Chaperone(s) at away basketball games
Ticket seller(s) wrestling
- Positions may be added upon agreement between the District and the Association.
- b. If more than one person applies for any such position, the District shall determine who shall be appointed.
 - c. If no one applies for any such position, a chaperone will be assigned for each individual event in accordance with the provisions of paragraph "10" above.
 - d. Appointees to the above positions shall be paid on a per event basis in accordance with Schedule IV.
 - e. It will be the responsibility of the appointee to find a replacement for any event for which (s)he is not available.
12. Teachers and/or other personnel appointed to extra-duty positions or filling positions shall continue in these positions as long as their service is satisfactory, or until the teacher and/or other person resign from such extra-duty position.

ARTICLE 20
SALARY (CONTINUED)

K. SALARY DIFFERENTIALS

1. Leadership Positions:

<u>Position</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
ITL Level 1	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861
Level 2	\$3,551	\$3,640	\$3,735	\$3,840	\$3,994
Fine Arts Coordinator	\$2,369	\$2,428	\$2,491	\$2,561	\$2,630
Director of Guidance	\$3,551	\$3,640	\$3,735	\$3,840	\$3,994
P.A.R.I.S. Coordinator	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861
Elementary Support Services Coordinator	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861
K-12 Music Coordinator	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861
Aquatics Coordinator	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861

*Level 2 ITL and Director of Guidance must have administrative certification and be involved in formal written evaluations.

2. No teacher may hold more than one of the above leadership positions at a time.
3. a. Teachers shall be paid 1/200th of their annual salary for a seven (7) hour day when the Administration requests or mandates work that is beyond their normal assigned duties (e.g. special education testing, guidance functions, Instructional Teacher Leader leadership workshops, kindergarten screening, etc.). Persons working less than four (4) hours shall be paid the hourly rate of their salary. The teacher will be compensated at the rate of 1/200th of their annual salary divided by 6. Persons working four (4) hours or more shall be paid the full 1/200th of their annual salary.
- b. Teachers shall be paid 1/200th of step 1 base salary for a seven (7) hour day when they volunteer for work (e.g. curriculum) that is beyond their normal assigned duties. For groups of five (5) or more, one teacher will be appointed the group leader and will receive 1/200th of step 1 base salary plus 20% for a seven (7) hour day. The group leader will be responsible for coordinating the workshop and completing the necessary reports. Persons working less than four (4) hours shall be paid at the hourly rate of step 1 base salary. Persons working four (4) hours or more shall be paid the full 1/200th of step 1 base salary.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Daily Rate	\$208.87	\$214.09	\$219.66	\$225.81	\$231.90
Hourly Rate	\$34.81	\$35.68	\$36.61	\$37.63	\$38.65

ARTICLE 20
SALARY (CONTINUED)

- c. Teachers shall be paid 1/200th of step 1 base salary for a seven (7) hour day when they attend a required or requested conference during the summer.

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Daily Rate	\$208.87	\$214.09	\$219.66	\$225.81	\$231.90

Teachers will not be paid a daily rate when conference or workshop participation is voluntary, but will earn in-service credit or be paid at the in-service credit paid courses rate as determined by Article 6, Section B. In-service Courses.

4. Guidance personnel shall be appointed to an eleven (11) month position where needed.
5. Student Conduct Coordinators shall receive an additional nine (9) percent of the teacher's regular annual contractual salary. Persons filling these positions shall teach at least nine hours in the flexible rotational schedule consisting of not more than two (2) preparations with the remainder of the day devoted to responsibilities attendant to the position of student conduct coordinator, excluding the half-hour lunch period and four one (1) hour blocks per week for planning and preparation for their duties as classroom teacher and student conduct coordinator. The principal shall arrange schedules for lunch period and planning in a reasonable manner.
6. The District Health Leader shall receive a differential equal to his/her hourly rate, as established in Article 20.B.1, plus an additional \$1.00 per hour, plus an additional one hour per day. The additional one (1) hour per day is in lieu of any additional overtime pay during the teacher calendar year.
7. If the members of the bargaining unit hold the following positions, the following annual stipends shall be paid:

Position	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Chairperson of CSE	\$2,170	\$2,224	\$2,282	\$2,346	\$2,409
Chairperson of PDC	\$855	\$876	\$899	\$924	\$949

ARTICLE 20
SALARY (CONTINUED)

a. Mentor Program:

Release time for Mentor Coordinators and Mentors shall only be granted when the district is able to provide it. Mentor Coordinators may also request up to five (5) substitute days. Effective July 1, 2006, the stipend for the Mentor Coordinator includes payment for conducting summer trainings.

Position	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Mentor Coordinator (without release time)	\$2,916	\$2,989	\$3,067	\$3,153	\$3,238
Mentor Coordinator (with release time)	\$2,577	\$2,641	\$2,710	\$2,786	\$2,861

Mentors (with release time)	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
1 Mentee	\$217	\$222	\$228	\$234	\$240
2 Mentees	\$326	\$334	\$343	\$353	\$363
3 Mentees	\$434	\$445	\$457	\$470	\$483
4 Mentees	\$434	\$445	\$457	\$470	\$483

Mentors (without release time)	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
1 Mentee	\$543	\$557	\$571	\$587	\$603
2 Mentees	\$869	\$891	\$914	\$940	\$965
3 Mentees	\$1,195	\$1,225	\$1,257	\$1,292	\$1,327
4 Mentees	\$1,195	\$1,225	\$1,257	\$1,292	\$1,327

8. National Board Certification:

The Board of Education of the Ballston Spa School District supports teachers pursuing National Board Certification. The District recognizes the intensive, rigorous nature of the certification process and is prepared to support and compensate teachers by providing the following:

- a. A \$2000 salary stipend for teachers receiving National Board Certification each year for the 10-year period of certification.
- b. A maximum of ten (10) in-service credits (based upon documented preparation necessary to achieve National Board Certification) for professional development occurring outside of the contractual school day will be awarded in the year following submission to the National Board for Professional Teaching if the teacher does not receive National Board Certification. Upon achieving National Board Certification, these in-service credits shall be replaced by the \$2000 stipend.

ARTICLE 20
SALARY (CONTINUED)

- c. Payment of application fees should the current funding stream (Albert Shanker or another grant) no longer be available.
- d. Provide up to four (4) days of release time to attend required meetings, workshops, and support sessions in pursuit of National Board Certification.
- e. Participation in the National Board Certification process will be recognized as meeting the requirements of the district's Annual Professional Performance Review (APPR) and Professional Development (PDP) plans for the year of participation and portfolio submission.

Up to ten (10) teachers per year can be supported in accordance with the provisions of paragraphs b, c, and d in any one school year. Teachers interested in pursuing certification should submit a letter of intention to their principal, the Director of Instruction, and the Superintendent by March 1 prior to the start of the following school year, and prior to submitting an application to the National Board.

9. ASHA Certification:

Members who attain ASHA certification will be paid a stipend of \$2000 for each year the member holds ASHA certification. This stipend recognizes work required to obtain and maintain ASHA certification in lieu of in-service credits.

10. Staff Development Facilitator:

The Staff Development Facilitator will receive .2 release time. In lieu of release time, the Staff Development Facilitator will receive a stipend as follows:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$12,288	\$12,595	\$12,922	\$13,284	\$13,643

ARTICLE 21
GENERAL

- A. Payroll deductions for the Tri-County Teachers' Association Federal Credit Union for the payment of loans and the purchase of shares shall be made by the District upon authorization by individual teachers. Teachers wishing deductions to be made will use the form given below:

Name _____ Code _____
(ABOVE THIS LINE) (Send this form to your Credit Union)

Payroll No. _____ Soc. Sec. No. _____

Membership No. _____

Payroll Supervisor of the Ballston Spa Central School District, I hereby authorize you to deduct _____ dollars (\$_____) from my pay each payroll period, until further notice from me, and transmit same currently to the TRI-COUNTY TEACHERS' ASSOCIATION FEDERAL CREDIT UNION.

Date _____ 19__ Department _____

Signature of Employee _____

Name in Full (Print) _____

Division _____

Residence Address _____
(Street) (Town)

Effective _____

- B. No teacher shall suffer any professional disadvantages or reprisal by reason of the teacher's membership in the Association or participation in its lawful activities.
- C. The parties recognize that this agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. School Calendar Preparation Committee
1. The Superintendent shall institute a committee called the School Calendar Preparation Committee.

ARTICLE 21
GENERAL (CONTINUED)

2. The School Calendar Preparation Committee shall consist of five (5) members. Of these five (5) members, two (2) members shall be appointed by the Superintendent and two (2) members shall be appointed by the Association President. One (1) member shall be chosen by these four (4). The five (5) members will elect their chairperson.
 3. It shall be the responsibility of the School Calendar Preparation Committee to recommend to the Superintendent a school calendar 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 teacher orientation days immediately preceding the commencement of the student school year in September shall be counted in the 186 day limit.
- E. Members of the bargaining unit assigned to the Saratoga County Correctional Facility shall follow the District school calendar. Within the limits of the school year, however, individual teachers may voluntarily rearrange instructional and vacation days to allow for instruction during regularly scheduled vacation periods. Without the voluntary consent of the individual teacher(s), the instructional program at the facility will follow the District school calendar.
- F. Conformity to the Taylor Law, Section 204-A
1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- G. The certified teacher shall have the responsibility for lecturing, leading discussions, evaluating, developing curriculum, remedial and enrichment work and disciplining. Duties and responsibilities of teachers shall remain with teachers or substitute teachers and shall not be assigned to other members of the staff even if such member of the staff holds teacher certification.
- H. The District shall have the burden of proof in the event that a teacher is reprimanded, warned, disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance.
- I. Teachers shall at all times be given the opportunity of having an Association Representative of his/her choice present at meetings or hearings where they may be reprimanded, warned, disciplined, or deprived of monetary rules or other alleged delinquency in professional performance. A person in charge of a meeting or hearing called for the specific reasons set forth in this item shall inform the teacher of the nature of the meeting prior to it taking place.

ARTICLE 21
GENERAL (CONTINUED)

- J. No material derogatory to a teacher's service or character will be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that such an opportunity was given by signing the copy filed, with the understanding that such signature in no way indicates agreement with contents thereof. The teacher will also have a right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.
- K. Every teacher shall have the right to inspect all material placed in the teacher's individual personnel folder and to make copies of any documents in it (local district material only).
- L. A teacher will be notified as soon as possible when a significant complaint has been made regarding him/her. Said notice shall include a meeting with the Superintendent and/or his designee, who shall provide the teacher with an oral summary of the specific allegations made against the teacher. The District shall not be obligated to reveal the name of any complaining person when such person requests confidentiality. The teacher shall have the right to be represented and/or accompanied by an Association representative of the teacher's choice as long as it does not interfere with the normal operation of the school program.
- M. Any survey conducted by an individual or group which relates in any way to Association activities shall have the approval of the Association.
- N. Positions for state or federally funded curriculum projects, workshops and in-service courses will be posted on faculty bulletin boards and sent to the Association President as soon as the decision to conduct such curriculum projects, workshops and in-service courses is made.
- O. Observations and visitations by visitors other than District employees shall proceed according to the following:
1. A "visitation" shall refer to a brief, guided tour of the facilities and its programs. Teachers shall be provided reasonable advanced notification of such visitations. The guidelines for visitations, if needed, will be determined by each building's Shared Decision Making Team. These guidelines shall include information about frequency, length of visit and size of group.
 2. A "program observation" shall mean an extended period of time spent in a classroom for the purpose of gaining awareness of a particular program, topic or defined interest. Program observations will not occur without the consent of the teacher(s) involved. Teachers will be given at least two (2) days notice prior to any proposed program observation.

ARTICLE 22
RETIREMENT

- A. A bargaining unit member must have completed a minimum of ten (10) years of permanent employment with the District at the time of retirement to be eligible for any of the benefits provided for in this Section.
- B. A member of the bargaining unit who wishes to receive the benefits provided for in this section must provide the Superintendent with a letter of retirement no later than February 15 of the calendar year in which the retirement would become effective. Such retirement shall be effective prior to the opening of the subsequent school year. Upon agreement by both parties this date may be waived and all benefits maintained.
- C. HEALTH INSURANCE
 - 1. For teachers or nurses who retire on or before July 2, 1995, the District will pay the full cost of premiums for either an individual or family health insurance plan (based on family/non-family status).
 - 2. For teachers or nurses who retire subsequent to July 2, 1995, the District will provide health insurance coverage (individual, two-person or family plan) only to employees who have 10 or more years of service to the District and subject to the following conditions:

Years of Service (Type of Plan)	Retire on or after July 1, 2008	Retire on or after July 1, 2009	Retire on or after July 1, 2010	Retire on or after July 1, 2011	Retire on or after July 1, 2012
10-19 years (HMOs or PPO)	15%	15%	15%	15%	15%
10 -19 years (Empire Matrix)	17%	17%	17%	18%	18%
20-24 years	10%	10%	10%	10%	10%
25 or more years	0 %	0%	5%	5%	5%

- a) Unit members, who retire on or after July 1, 2008, with ten (10) or more years of service but less than twenty (20) years service in the District, will pay 15% of the premium cost for an HMO or PPO health insurance plan.
- b) Unit members, who retire on or after July 1, 2008, with ten (10) or more years of service but less than twenty (20) years service in the District, will pay 17% of the premium cost for the Empire Matrix health insurance plan.
- c) Unit members, who retire on or after July 1, 2011, with ten (10) or more years of service but less than twenty (20) years service in the District, will pay 18% of the premium cost for the Empire Matrix health insurance plan.
- d) Unit members, who retire on or after July 1, 2006, with twenty (20) or more years of service but less than twenty five (25) years of service in the District, will pay 10% of the premium cost of an individual, two-person, or family plan.

ARTICLE 22
RETIREMENT (CONTINUED)

- e) Unit members, who retire prior to July 1, 2010 with twenty (25) or more years of service in the District, will pay 0% for health insurance. The District will pay 100% of the premium cost of an individual, two- person, or family plan.
 - f) Unit members, who retire on or after July 1, 2010 with twenty five (25) or more years of service in the District, will pay 5% of the premium cost of an individual, two-person, or family plan.
3. For teachers who had dual family coverage prior to June 30, 2001, those surviving spouses will maintain health insurance at current rate of contribution.

Said premium payments by the District under this section (Section C) shall terminate upon the death of the retiree, unless a later termination date is required by applicable external law.

4. Unit members who retire after July 1, 2006 will not be reimbursed for Medicare payments deducted from Social Security payments (for themselves and their spouses).

D. RETIREMENT INCENTIVE

1. The District shall pay a supplemental benefit bridge payment to 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) of Social Security retirement benefits. Such bridge payment shall be paid to the bargaining unit member at the effective date of retirement. The bridge payment shall be calculated as 4% of one year's base 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 in the above calculation shall be seven. ("Base Salary" is defined for purposes of this section as including salary, additional credit hours, degrees, and leadership compensation, but excluding all other forms of compensation.) Such base salary may be selected by the retiree from any one of said retiree's last three (3) years of employment with the District.
2. A teacher who retires pursuant to paragraphs 1 of this Section shall also receive a per diem pay ("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 ninety (90) personal leave days, up to a maximum of fifty (50) such excess days. This per diem payment shall be calculated by multiplying fifty percent of the retiree's base salary per diem rate in June 1 of the year of retirement by the number of personal leave days accumulated in excess of ninety (90) such days, up to a maximum of fifty (50) such excess days.
3. Members of the bargaining unit, permitted by the Teachers' Retirement System, to include the retirement incentive as part of the final average salary shall be paid by June 30 of the year in which they retire. For those members whose final average salary is unaffected by the retirement incentive, payment shall be made no later than January 30th of the subsequent year.

ARTICLE 23
DURATION

The provisions of each article in this agreement shall remain in effect from July 1, 2008 through June 30, 2013.

In witness whereof, the parties have hereunto offered their names and seals on this _____ day of _____ 2008.

Francis Colgan, President
Ballston Spa Teachers' Association

Dr. Raymond C. Colucciello
Superintendent of Schools

Kimberly Pusatere

Brian Sirianni

APPENDIX A
PERSONAL LEAVE FORM
BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Teachers will submit this form in quadruplicate to the principal. Every effort shall be made to have one of these forms returned to the teacher no later than ten (10) days after submission.

Name: _____

Building: _____

Reason for leave: Article #14, section A 1 a _____

Date(s) of leave: _____

Date submitted by teacher: _____

Date returned to teacher: _____

Signed

Title

APPENDIX B
 COMPENSATED EXTRA DUTIES
 SCHEDULE III- PAY FOR COACHES

Coaching salaries shall be based on a point system. The following factors are used in establishing the point value for each sport: time spent, number of participants, equipment, responsibilities, safety, coordination of coaches, pressure, scouting and management items.

In addition to point value, experience will be used to determine coaching salaries. This experience is represented by a three step salary schedule. One step is given for each year of coaching a sport. All coaches with experience in the same sport in any school shall be given one step for each year of such coaching experience.

The step value shall be:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
Step 1	\$60	\$62	\$64	\$66	\$68
Step 2	\$76	\$78	\$80	\$82	\$84
Step 3	\$90	\$92	\$94	\$97	\$100

Any coach required to hold pre-season practices before the commencement of school in the fall (i.e., football) shall be paid as follows:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate for One week	\$152	\$156	\$160	\$164	\$168
Rate for Two weeks	\$303	\$311	\$319	\$328	\$337

Any coach who has coached the same sport in the District for nine (9) years shall receive in his/her tenth year and thereafter of coaching the same sport in the District an additional stipend as stated below:

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Rate	\$451	\$462	\$474	\$487	\$500

**APPENDIX B
COMPENSATED EXTRA DUTIES
SCHEDULE III- PAY FOR COACHES**

Sport	Position	Points	2008-09			2009-10			2010-11			2011-12			2012-13		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Baseball	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Freshman	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Modified	35	\$2,100	\$2,660	\$2,170	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Basketball	Varsity	65	\$3,900	\$4,940	\$5,850	\$4,030	\$5,070	\$5,980	\$4,160	\$5,200	\$6,110	\$4,290	\$5,330	\$6,305	\$4,420	\$5,460	\$6,500
	Jr. Varsity	50	\$3,000	\$3,800	\$4,500	\$3,100	\$3,900	\$4,600	\$3,200	\$4,000	\$4,700	\$3,300	\$4,100	\$4,850	\$3,400	\$4,200	\$5,000
	Freshman	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Bowling	Varsity	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Jr. Varsity	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
Cheer	Varsity Fall	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Jr. Varsity Fall	25	\$1,500	\$1,900	\$2,250	\$1,550	\$1,950	\$2,300	\$1,600	\$2,000	\$2,350	\$1,650	\$2,050	\$2,425	\$1,700	\$2,100	\$2,500
	Varsity -Wint Jr. Varsity	50	\$3,000	\$3,800	\$4,500	\$3,100	\$3,900	\$4,600	\$3,200	\$4,000	\$4,700	\$3,300	\$4,100	\$4,850	\$3,400	\$4,200	\$5,000
	Winter	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Cross Country	Varsity	50	\$3,000	\$3,800	\$4,500	\$3,100	\$3,900	\$4,600	\$3,200	\$4,000	\$4,700	\$3,300	\$4,100	\$4,850	\$3,400	\$4,200	\$5,000
	Asst. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
Golf	Varsity	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Jr. Varsity	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
Football	Varsity	65	\$3,900	\$4,940	\$5,850	\$4,030	\$5,070	\$5,980	\$4,160	\$5,200	\$6,110	\$4,290	\$5,330	\$6,305	\$4,420	\$5,460	\$6,500
	Asst. Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	50	\$3,000	\$3,800	\$4,500	\$3,100	\$3,900	\$4,600	\$3,200	\$4,000	\$4,700	\$3,300	\$4,100	\$4,850	\$3,400	\$4,200	\$5,000
	Freshman	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Modified	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
Lacrosse	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500

**APPENDIX B
COMPENSATED EXTRA DUTIES
SCHEDULE III- PAY FOR COACHES (CONTINUED)**

Sport	Position	Points	2008-09			2009-10			2010-11			2011-12			2012-13		
			Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
Soccer	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Freshman	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Softball	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Freshman	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Sports Medicine	Athletic Trainer	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
Strength/ Condition	Coach	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
Swimming	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Asst. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Tennis	Varsity	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Jr. Varsity	30	\$1,800	\$2,280	\$2,700	\$1,860	\$2,340	\$2,760	\$1,920	\$2,400	\$2,820	\$1,980	\$2,460	\$2,910	\$2,040	\$2,520	\$3,000
Track	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Asst. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Volleyball	Varsity	55	\$3,300	\$4,180	\$4,950	\$3,410	\$4,290	\$5,060	\$3,520	\$4,400	\$5,170	\$3,630	\$4,510	\$5,335	\$3,740	\$4,620	\$5,500
	Jr. Varsity	45	\$2,700	\$3,420	\$4,050	\$2,790	\$3,510	\$4,140	\$2,880	\$3,600	\$4,230	\$2,970	\$3,690	\$4,365	\$3,060	\$3,780	\$4,500
	Freshman	40	\$2,400	\$3,040	\$3,600	\$2,480	\$3,120	\$3,680	\$2,560	\$3,200	\$3,760	\$2,640	\$3,280	\$3,880	\$2,720	\$3,360	\$4,000
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500
Wrestling	Varsity	65	\$3,900	\$4,940	\$5,850	\$4,030	\$5,070	\$5,980	\$4,160	\$5,200	\$6,110	\$4,290	\$5,330	\$6,305	\$4,420	\$5,460	\$6,500
	Jr. Varsity	50	\$3,000	\$3,800	\$4,500	\$3,100	\$3,900	\$4,600	\$3,200	\$4,000	\$4,700	\$3,300	\$4,100	\$4,850	\$3,400	\$4,200	\$5,000
	Modified	35	\$2,100	\$2,660	\$3,150	\$2,170	\$2,730	\$3,220	\$2,240	\$2,800	\$3,290	\$2,310	\$2,870	\$3,395	\$2,380	\$2,940	\$3,500

APPENDIX B
 COMPENSATED EXTRA DUTIES
 SCHEDULE IV - PAY FOR CLUBS AND ACTIVITIES

Schedule IV(Clubs and Activities) shall be based on the positions agreed to in the memo to the staff: Dr. Stuetzel, Bill McPherson, 11/19/97 and the stipends listed below. At the end of each year, advisors will complete the Club and Activity Survey. Building Committees will review the annual survey in relation to the agreed upon criteria and pass along the surveys, with Committee recommendations, to the District Committee. The District Committee, consisting of the Director of Instruction and the BSTA President, shall make final decisions concerning continuation and placements of clubs and activities in levels. Approval of additional positions or upgrades of positions will be contingent on availability of funds.

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Level 1	\$471	\$483	\$496	\$510	\$524
Level 2	\$790	\$810	\$831	\$854	\$877
Level 3	\$1,712	\$1,755	\$1,801	\$1,851	\$1,901
Chaperone					
Home	\$62	\$64	\$66	\$68	\$70
Away	\$69	\$71	\$73	\$75	\$77

Stipends for intramurals are as follows:

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Step 1	\$352	\$361	\$370	\$380	\$390
Step 2	\$465	\$477	\$489	\$503	\$517
Step 3	\$528	\$541	\$555	\$571	\$586

The minimum number of Intramurals shall be allocated as follows:

	High School		Middle School		Elementary (positions each school)
	Boys	Girls	Boys	Girls	Boys + Girls
Fall	2	2	2	2	2
Winter	2	2	2	2	2
Spring	2	2	2	2	2

Student Mentor Program:

During the 2005-2006 school year, a joint committee of secondary teachers and administrators shall plan a Mentor program for disaffected students in grades 6-12 that will take effect in the 2006-2007 school year. Should a teacher's workload be increased, BSTA and the District shall meet to negotiate such impact.

APPENDIX C

TEACHER SALARY SCHEDULE

FY 2008-09		
Step	Schedule I	Schedule II
1	41,774	41,774
2	42,276	42,276
3	42,809	42,809
4	43,750	43,750
5	44,378	44,378
6	45,413	45,413
7	46,855	46,855
8	48,329	48,329
9	49,897	49,897
10	51,465	51,465
11	53,096	53,096
12	53,096	54,602
13	53,096	56,170
14	54,758	57,832
15	56,672	59,744
16	58,460	61,532
17	60,247	63,320
18	64,234	70,275
19	68,002	74,042
20	79,427	82,444

FY 2009-10		
Step	Schedule I	Schedule II
1	42,818	42,818
2	43,333	43,333
3	43,879	43,879
4	44,844	44,844
5	45,487	45,487
6	46,548	46,548
7	48,026	48,026
8	49,537	49,537
9	51,144	51,144
10	52,752	52,752
11	54,423	54,423
12	54,423	55,967
13	54,423	57,574
14	56,127	59,278
15	58,089	61,238
16	59,922	63,070
17	61,753	64,903
18	65,840	72,032
19	69,702	75,893
20	81,413	84,505

FY 2010-11		
Step	Schedule I	Schedule II
1	43,931	43,931
2	44,460	44,460
3	45,020	45,020
4	46,010	46,010
5	46,670	46,670
6	47,758	47,758
7	49,275	49,275
8	50,825	50,825
9	52,474	52,474
10	54,124	54,124
11	55,838	55,838
12	55,838	57,422
13	55,838	59,071
14	57,586	60,819
15	59,599	62,830
16	61,480	64,710
17	63,359	66,590
18	67,552	73,905
19	71,514	77,866
20	83,530	86,702

FY 2011-12		
Step	Schedule I	Schedule II
1	45,161	45,161
2	45,705	45,705
3	46,281	46,281
4	47,298	47,298
5	47,977	47,977
6	49,095	49,095
7	50,655	50,655
8	52,248	52,248
9	53,943	53,943
10	55,639	55,639
11	57,401	57,401
12	57,401	59,030
13	57,401	60,725
14	59,198	62,522
15	61,268	64,589
16	63,201	66,522
17	65,133	68,455
18	69,443	75,974
19	73,516	80,046
20	85,869	89,130

FY 2012-13		
Step	Schedule I	Schedule II
1	46,380	46,380
2	46,939	46,939
3	47,531	47,531
4	48,575	48,575
5	49,272	49,272
6	50,421	50,421
7	52,023	52,023
8	53,659	53,659
9	55,399	55,399
10	57,141	57,141
11	58,951	58,951
12	58,951	60,624
13	58,951	62,365
14	60,796	64,210
15	62,922	66,333
16	64,907	68,318
17	66,892	70,303
18	71,318	78,025
19	75,501	82,207
20	88,187	91,537

APPENDIX D
ANNUAL PERFORMANCE EVALUATION

File 2.5.2—Procedures for the Annual Professional Performance Review

The purpose of the Ballston Spa Central School District’s Annual Professional Performance Review is to foster instructional improvement and professional growth.

Effective September 3, 1999, the Regulations of the Commissioner of Education require that the performance of all professional staff members be reviewed annually, based on the eight criteria listed below. Evaluation of all criteria must take place within a three-year cycle.

- A. Content: The teacher* shall demonstrate a thorough knowledge of subject matter and curriculum.
- B. Preparation: The teacher shall demonstrate appropriate preparation employing necessary pedagogical practices to support instruction.
- C. Instructional Delivery: The teacher shall deliver instruction that results in active student involvement and appropriate teacher/student interactions resulting in student learning.
- D. Classroom Management: The teacher shall demonstrate classroom management skills supportive of diverse student need, creating an environment conducive to learning.
- E. Student Development: The teacher shall demonstrate knowledge of student development, understanding and appreciation of diversity and the application of appropriate instructional strategies.
- F. Student Assessment: The teacher shall implement assessment techniques to measure student progress in relation to appropriate learning standards.
- G. Collaboration: The teacher shall demonstrate effective collaborative relationships with colleagues, students, parents and caregivers.
- H. Reflective and Responsive Practice: The teacher shall demonstrate reflective and responsive practice, effectively assessing and making appropriate adjustments on a continuous basis.

*For the purposes of these procedures the term “teacher” shall encompass all professional staff included in the teacher bargaining unit.

APPENDIX D
ANNUAL PERFORMANCE EVALUATION

For each criterion, our District's Professional and Curriculum Development (PCDC) and Annual Professional Performance Review Committees (APPRC) identified best practices and developed corresponding rubrics related to the eight required criteria. Using these criteria as a guide in the goal setting process, each staff member will strive to improve his/her performance. The steps in the process are as follows:

- A. District, building, department initiatives will be identified at the beginning of the school year. These initiatives should help direct teacher goals within the evaluation process.
- B. Using the Best Practices in Instruction Rubrics as a reference, the staff member informally assesses his/her performance with regard to the eight criteria areas in preparation for a conference with the supervisor*. The rubrics may be interpreted to reflect expectations unique to PPS and special areas staff.
- C. The staff member and supervisor confer and jointly select the annual evaluation criteria, with the understanding that all eight criteria be addressed in a three-year cycle (i.e. complete Part I). If the staff member and supervisor cannot come to an agreement on the criteria areas, goals, and/or objectives chosen for the staff member, the process will allow the teacher to appeal to the next level of leadership.
- D. Assessment approaches may include but are not limited to the following: classroom observation, videotape assessment, self review, peer review and portfolio review. A more prescriptive plan, including written classroom observations, will be in place for non-tenured staff members. Teachers possessing a transitional or initial certificate shall be evaluated based on a portfolio review, which may include but is not limited to a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments, and the teacher's reflection on his/her classroom performance.
- E. The staff member and supervisor will confer periodically, often informally, to monitor progress.
- F. By June 30th of each school year, the staff member and supervisor will confer to complete Part II of the Annual Professional Performance Review document.

* While the certified supervisor is ultimately responsible for evaluations, s/he may call upon the appropriate ITL or coordinator to assist in the process.

APPENDIX D
ANNUAL PERFORMANCE EVALUATION

File 2.5.2.1—Evaluation Forms

Part I: EVALUATION CRITERIA TO BE ADDRESSED DURING THIS SCHOOL YEAR

Name: _____ School: _____ School Year: _____ Supervisor: _____ Page _____

Upon completion of the joint assessment, and a review of the district and building goals, my supervisor and I have agreed on the following professional goals for this annual evaluation period:

Criterion to be Addressed (as selected from the 8 Evaluation Criteria Areas): _____

Professional Objectives	Professional Activities	Achievement Measures

Mid-Year Review:

Part II: ANNUAL ASSESSMENT OF PROFESSIONAL PERFORMANCE FOR THE _____ SCHOOL YEAR

Supervisor's Assessment of Goals:
(attach supporting evidence)

Professional's Comments
(attach supporting evidence)

Goal #1

Criteria Area _____
Assessment* _____
Comments: _____

Goal #1

Comments:

Goal #2

Criteria Area _____
Assessment* _____
Comments: _____

Goal #2

Comments:

Goal #3

Criteria Area _____
Assessment* _____
Comments: _____

Goal #3

Comments:

*Respond with satisfactory or unsatisfactory

Professional's Signature _____ Date _____

Supervisor's Signature _____ 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, has had a conference with the supervisor, and is aware that the document will become a part of the personnel file. The teacher will / will not (circle one) provide comments to be attached to this document within seven (7) business days.

Ballston Spa Central School District

Ballston Spa Central School District
Teacher Improvement Plan, Part 2

This form must be completed by the principal after the follow-up conference with any teacher rated as unsatisfactory. It must be completed by the date indicated in #5 of Part 1, then forwarded to the Director of Instruction within ten (10) days.

Summary of Performance Review Conference

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 actions outlined in #4, Part 1 will be initiated.

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

Supervisor's Signature

Date

Employee's Signature

Date

