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PARAPROFESSIONAL AGREEMENT

between the

BALLSTON SPA ASSOCIATION OF TEACHING ASSISTANTS

and the

SUPERINTENDENT OF SCHOOLS

BALLSTON SPA CENTRAL SCHOOL DISTRICT

July 1, 2009 – June 30, 2012
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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 Teaching Assistants in a unit composed of all Teaching Assistants, hereby recognizes the Ballston Spa Teachers Association as the exclusive negotiating agent for the members of such unit. The Ballston Spa Association of Teaching Assistants and the District further recognizes that the primary duties and responsibilities of Teaching Assistants shall remain with certified Teaching Assistants and shall not be assigned to others who are not bargaining unit members, (exclusive of BSTA), even if such person holds certification. Child care providers, aides, or other persons hired primarily to meet the physical/behavioral needs of students are not represented by this unit or agreement. The parties agree to extend the period of unchallenged representation status for the maximum period authorized by law.

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

C. Dues Deductions

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

<table>
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<th>Last Name</th>
<th>First</th>
<th>Initial</th>
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<table>
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To: Ballston Spa Central School District

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

<table>
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<th>Employee Signature</th>
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2. The BSTA shall determine and certify to the District in writing the current rate of membership dues. Any change in the rate of dues, after October 1 of each year, shall be given to the District fifteen (15) days prior to the pay date on which the new rates will be deducted.
3. Deductions referred to in Section C.1. above shall be made in the following manner: the total annual membership dues, determined and certified as stated above, shall be deducted in eighteen (18) equal installments beginning with the third pay date. No later than ten (10) days prior to the third pay date, the BSTA shall (1) provide the District with any additional original signed dues authorization cards of those employees who have voluntarily authorized dues deduction and (2) a list of the names and deductions for each continuing and new member.

4. Additional authorizations submitted at least ten (10) days prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the schedule deduction period.

5. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the BSTA. The first and final transmittal shall be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If additional deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deduction. When additions to or deletions from the dues deduction list occur between deduction periods, they shall be noted with the remittance, including the person’s name, social security number, and the effective date of the change.

6. An employee may withdraw his authorization at any time by written notice received by the Superintendent at least ten (10) days prior to the affective pay period.

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

a. 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.

b. 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.

c. Any bargaining unit member subject to the service 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.

8. The Association will assume the obligations listed below:

a. The Association shall provide the District with a list of non-members.

b. The Association shall comply with all provisions of the law with respect to its obligations for the collection and use of agency fees.

c. 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.

9. The BSTA relieves the District and all of its officers from any liability related to such funds so deducted and transmitted.
ARTICLE 2
DEFINITIONS

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

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

ARTICLE 3
EMPLOYMENT

A. An Assistant’s appointment shall be placed on the agenda of the next regularly scheduled business meeting of the Board of Education. An Assistant appointed to a full time position shall be placed on the assistant seniority list in accordance with the Board meeting approval date. In the event more than one Assistant appointment appears on the agenda, for the purpose of seniority, the names shall be listed alphabetically.

B. An Assistant’s employment is probationary for three (3) years, or until tenured. An Assistant terminated during the probationary period shall be given thirty (30) days notice in writing, except if termination occurs in the tenure year, in which case the Assistant shall be notified no later than March 1.

C. In the event that an assistant position is eliminated, the person terminated will be the one with the least seniority as that term is defined in the laws of the State of New York concerning elimination of teaching positions. The Assistant terminated will be placed on a preferred eligibility list for reinstatement in the same manner as the laws of the State of New York prescribe when teachers are terminated.
D. If an assistant position is to be eliminated, the least senior Assistant(s) terminated shall be given at least thirty (30) days notice in writing.

E. Should dismissal take place, the Assistant shall be given thirty (30) days notice in writing.

F. Due to greatly varying areas of assignments and schedules the building principal shall provide time in an Assistant’s day to confer with Teachers and Supervisors. This time will be used for the development of teamwork, communications, student progress and assessment, collaborative lesson planning and curriculum development.

G. The District shall provide a separate desk for each Teaching Assistant as requested and suitable space for each Assistant to store coats and personal articles. Assistants without classroom working space for a desk shall be provided such space in areas not being used as classrooms.

H. Where presently available, all Teaching Assistants shall be provided with a mailbox in the office of the building where employed and no more than two (2) Assistants shall share one (1) mailbox.

I. Effective February 2, 2004 any Assistant hired shall have earned a minimum of eighteen (18) relevant college credits, have experience working with school age children prior to being employed and shall work to meet the qualifications for licensing as a Level III Teaching Assistant, as defined by the State of New York.

ARTICLE 4

TEACHING ASSISTANT – ADMINISTRATION LIAISON

A. Space shall be provided by the District for a BSATA file cabinet in the building to which the BSATA President(s) is assigned.

B. A copy of the official agenda for each Board meeting, and any attached documents shall be made available to the BSATA prior to the time of the meeting.

C. The District shall make available to the BSATA, upon reasonable and specific request, all data, research and other pertinent materials in its possession on any issue relevant to negotiations or the administration or enforcement of this agreement, and, in turn, the BSATA shall make available to the District upon reasonable and specific request, all data, research and other pertinent materials in its possession on any issue relevant to negotiations or the administration or enforcement of this agreement.

D. The Superintendent shall meet regularly with the BSATA on at least a monthly basis to discuss matters of mutual concern, as well as matters relating to the implementation of this agreement.

E. Copies of this agreement shall be reproduced and given to each presently employed Assistant and to each newly employed Assistant. The cost will be borne equally by the District and the Association.

F. The BSATA President(s) shall, by name and title, be provided with a mailbox in the office of the building where the BSATA President(s) is employed.

G. Any change in District policy that will affect Assistants shall be made known to the BSATA President(s) prior to the implementation of such changes.
H. The Association shall be allowed to send one representative up to three (3) days per year to NYSUT sanctioned functions.

I. An Assistant shall at all times be given the opportunity of having a representative of the BSATA present at meetings or hearings, where an Assistant may be reprimanded, warned, disciplined or deprived of monetary or professional advantage for any alleged infraction of rules or other alleged delinquency in professional performance. The person in charge of the meeting shall so inform the Assistant of the nature of the meeting prior to its taking place. The District will assume the burden of proof in all cases arising under this section.

J. The District shall provide the President of the Association with copies of salary agreements for new unit employees within thirty (30) days of their date of hire.

**ARTICLE 5**

**RESPONSIBILITIES**

A. An Assistant, who has been appointed by the District to provide direct instructional service to students under the general supervision and planning of a certificated Teacher, shall perform services such as the following:

1. Provides instructional support to individual students or groups of students on special instructional projects.

2. Provides the Teacher with information about students that will assist the Teacher in development of appropriate learning experiences.

3. Assists students in the use of available instructional resources, including addressing their needs and progress in working with such materials.

4. Assists the Teacher in the development of instructional materials.

5. Utilizes special skills and abilities by assisting in instructional programs in such areas as but not limited to early education, special education, library science, technology, foreign language or fine arts.

B. The scope of Teaching Assistant duties and responsibilities shall not be increased to meet the medical/hygiene needs of medically fragile students. Only those Teaching Assistants who receive appropriate training shall be expected to restrain students.

C. The working day of Assistants shall be seven (7) hours including one half (½) hour lunch period. It is specifically agreed that if negotiations between the District and the Ballston Spa Teacher’s Association (Teachers’ Unit) results in an agreement whereby the Teacher workday is extended beyond the present seven (7) hour work day and the Teachers receive additional compensation for such extended work day, then the work day of the Teaching Assistants may, at the District’s discretion, be extended by the same amount of time, not to exceed 1/2 hour per day and the parties shall reopen negotiations on this issue only, for the purpose of negotiating additional compensation for the Teaching Assistants for such extended work day.

D. Beginning with the 1998-99 school year, the calendar for Teaching Assistants shall be subject to a limitation of 186 days, which may not be exceeded except by mutual consent of the Superintendent and the Association. It is agreed that any staff orientation days shall be counted in the 186-day limit.
E. An Assistant shall not be responsible for cafeteria duty except in case of an emergency.

F. Assistants shall be given a duty free lunch period of at least thirty (30) minutes, normally between the hours of 11:00 A.M. and 1:00 P.M., but not beyond the inclusive hours of 10:30 and 1:30. In addition to the above, all Assistants shall be provided 20 minutes of duty free time. If said Assistants are not full-time employees, said 20 minutes, shall be pro-rated accordingly.

G. All Assistants shall reserve Mondays for professional meetings called by the Administration if/when topics discussed are deemed relevant by Administration to Assistant responsibilities. Announcements of such meetings shall be made no later than the preceding Wednesday, except in emergencies. Such meetings shall be limited to one (1) hour and begin within twenty (20) minutes after students are dismissed.

H. In the event the District is obligated by federal law or regulation to meet with members of the bargaining unit to dispense information or material for a continuous period of time exceeding one hour, the length of one or more of these meetings may be extended by an additional hour.

ARTICLE 6
OBSERVATION / EVALUATION

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

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

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

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

C. All observations and evaluations will be conducted openly, with full knowledge of the Assistant.

D. When any written report or evaluation of an Assistant is formulated, a copy shall be given to the Assistant within seven (7) days thereafter. No such report or evaluation shall be placed in the Assistant’s file, or otherwise acted upon, without a prior conference between the Assistant and the Administrator. The conference shall take place within seven (7) working days.

E. Each Assistant shall have the right to inspect all material placed in that individual’s personnel folder and to make copies of any documents therein.

ARTICLE 7
ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Assistants shall receive their notification of assignment area from their Building Principal, in writing, for the following school year, by the Friday preceding the last week of school. If a change in staff
occurs after the above Friday, all personnel who could be affected will be immediately notified, in writing, of a possible assignment change. When a decision is made, the Building Principal will notify affected personnel in writing within one week following said decision.

B. Once an Assistant has received his/her assignment for the school year, (s)he will be kept in this assignment area whenever possible. A contemplated change of more than ten (10) days shall be made only after a meeting between the Assistant and the Building Principal, at which time the Assistant shall be notified of the reasons for the proposed change. Whenever possible, the Principal will provide the Assistant with one week's notice of an involuntary change in assignment or hours. In the event that the Assistant objects to the change in assignment, the Assistant shall have a meeting, upon request, with the Superintendent to discuss the proposed change.

C. An Assistant may apply for a department, learning center or school change during the school year. This application shall be made to the Superintendent.

By the first of June, an Assistant desiring a position in another department, learning center or school shall list in order of preference the departments, learning centers or schools for which that Assistant would like to be considered. The Assistant shall present this list to the Principal or his designee.

D. When a vacancy occurs or a new position is established, it shall not be filled until such vacancy or position shall have been posted for ten (10) days. All postings shall be sent to the BSATA President(s) twelve (12) months of the year. A presently employed Assistant who requests a transfer to such vacancy or position shall be given the opportunity of a personal interview before a new applicant is hired. If all other factors are equal regarding the candidates' qualifications as determined by the district, then the incumbent Teaching Assistant seeking the new position shall be hired.

E. The eligible Assistant whose position is eliminated shall be offered an available position without loss of his/her title or salary, including increment.

ARTICLE 8
PROFESSIONAL DEVELOPMENT

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

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

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

- Out of District: TA’s wishing to attend a conference or other professional development activity directly related to his/her position shall follow the current District procedure to request supervisor’s approval. If the request is denied due to limited funds, the TA may request to attend
at his/her own expense if a reasonable substitute can be found. No personal day need be taken, and a substitute will be provided.

- In District: Professional development offerings of workshops or courses, in keeping with identified training needs and district goals, will be provided.

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

- Communication
- Teamwork
- Problem solving
- Classroom management
- Violence prevention
- NYS learning standards
- Differentiated instruction
- Inclusion
- Disabilities
- Language Arts/Math
- Assessment
- Instructional Technology

D. Compensation for Professional Development. (See Article 11.K)

ARTICLE 9
HEALTH AND DENTAL INSURANCE

HEALTH

A. 1. The District shall select the Health Insurance Carrier(s) and plans(s). The health insurance plan selected by the District shall be equal to or better than the plan in effect on July 1, 2010. Nothing in this Article shall be interpreted to prevent the District from exercising its right, as set forth above, to select a different health insurance carrier.

2. The District will offer a minimum of two (2) HMOs. Effective 7/01/2010, the Blue Cross HMO will be closed to any enrollment.

3. For any Teaching Assistants who are employed on a less than full-time basis, the District shall contribute a prorated amount based on FTE toward the cost of the premium.

4. The District shall offer a cafeteria plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall provide for flexible spending accounts that enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans.

5. It is recognized that it is not the intent of the District to provide dual health insurance to unit members who are married to other District employees. Effective July 1, 2005 new enrollment in two (family/two person) health plans will not be provided for married members of the unit when both spouses are District employees and/or prospective retirees. Enrollment in two different HMO/PPO individual plans shall remain an option for married unit members.

6. Effective July 1, 2005 Teaching Assistants who are new District employees shall have a one month lag in the start of health/dental insurance benefits. Those hired prior to the 15th of the month will be enrolled Day 1 of the following month. Those hired on the 15th or later will be enrolled Day 1 of the second full month of employment.
B. 1. For all Assistants hired effective July 1, 1998, the choice of health insurance plans will be the PPO or any of the available HMOs.

2. Effective July 1, 2010, the PPO and Matrix plans shall be those plans outlined in the Proposed Health Care Benefits for WSWHE BOCES Central School Districts Booklet and the Empire HealthChoice, Inc., Preferred Provider Organization Booklet, known as Group Plans #996794 and 992458 respectively.

C. 1. Teaching Assistants shall have the choice of an individual, two-person or family health insurance plan. For the 2009-2010 school year only, Teaching Assistants will pay premiums based on the 2008-2009 rates. For the remainder of the contract, Teaching Assistants will pay the following percentage of the total premium cost of the health insurance plan:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre 7/1/00</td>
<td>10% premium with $950 cap</td>
<td>8%</td>
<td>9%</td>
<td></td>
</tr>
<tr>
<td>Matrix</td>
<td></td>
<td>10%</td>
<td>11%</td>
<td></td>
</tr>
<tr>
<td>Post 7/1/00</td>
<td>7/01/01-6/30/05</td>
<td>11% with 10% salary cap</td>
<td>11%</td>
<td>12%</td>
</tr>
<tr>
<td>7/01/05-6/30/2010</td>
<td>13% with 10% salary cap</td>
<td>11%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. If a full-time Assistant elects not to participate in the District offered family or two-person health insurance plan, then that Assistant may elect to receive a lump sum payment of one thousand dollars ($1000.00). If a full-time Assistant elects not to participate in the District offered individual health insurance plan, then that Assistant may elect to receive a lump sum payment of five hundred dollars ($500.00). A check separate from the payroll check will be issued by the last payroll date in June of each year to those BSATA members who qualify for a health insurance buyout.

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

1. Full-time Assistants will only be eligible to receive payment for the plan in which they are enrolled as of the date they elect not to participate in the District offered health insurance plan. Full-time Assistants who are not in a District health plan may choose to receive payment only for the plan they would have been eligible for had they been participating members according to their individual or family status.

2. Such an election may only be made by Assistants at the time of their initial hiring date or as in paragraph 4 below.

3. Assistants who wish to receive this payment must submit a completed Health Insurance Buyout Request Form to the Office of Human Resources by June 30th of the previous fiscal year.

4. Assistants who elect payment under this Section in lieu of family, two-person or individual health insurance are precluded from participation in the plan(s) opted out of until the start of the following fiscal year of the District (i.e. July 1) except in cases of a qualifying event. Notice from Assistants who desire to begin participation in the plan(s) in an upcoming fiscal year must be given by June 30th of the preceding fiscal year.
5. A check, separate from the payroll check, will be issued by June 30 of each year to those BSATA members who qualify for a health insurance buyout. If during the school year, the Assistant, due to an unforeseen emergency, needs to have his/her health insurance resumed or leaves the employment of the District after receiving payment hereunder, a pro-rated share of the payment received will be reimbursed to the District by a deduction from the employee’s remaining paycheck(s). Such reimbursement will be pro-rated on a monthly basis, in an amount equal to 1/12th of the payment received for each month remaining in the school year.

E. As of June 14, 2005, the Empire Blue Cross Blue Shield Matrix health insurance plan, now replaced with by the WSHWE Matrix plan referred to in (B)(2), is closed to new enrollment.

F. Effective July 1, 2005, full time Assistants enrolled in the WSWHE Matrix health insurance plan may choose to permanently exit this plan and enroll in the PPO or any of the available HMO’s and receive a one-time lump sum payment equal to fifty percent (50%) of the District’s total savings for the current premium of the WSWHE Matrix plan.

Assistants who choose to receive payment in lieu of the WSWHE Matrix plan may not re-enroll in the Matrix plan.

DENTAL

Effective July 1, 1976 the District shall pay the full cost of the Blue Shield Dental Insurance for Individuals, Basic Plan, Riders A, B and C (Basic Contract, Rider covering more involved procedures, Prosthetics and Periodontics) for Assistants desiring the individual 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 under the above described Blue Shield Dental Benefits Plan.

Assistants who wish to purchase Family Dental Insurance may do so by paying the difference in premium cost between the individual coverage provided by the District and the premium cost of family coverage.

RETIREMENT HEALTH

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 - 15</td>
<td>15%</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>16 - 19</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>20 +</td>
<td>0%</td>
<td>0%</td>
<td>3%</td>
</tr>
</tbody>
</table>

B. Effective July 1, 2006 the District will reimburse Medicare premiums for employees/retirees only.

C. Effective July 1, 2006 retired Teaching Assistants are offered the same insurance buyouts as current employees (see Article 9 D.)
ARTICLE 10
RETIREMENT

A. Retirement Incentives: 403(b) Non-Elective Employer Contribution:

1. The District shall contribute an employer non-elective contribution to the 403(b) account of any member of the bargaining unit who retires from the District, pursuant to the regulations of the NYS Teachers Retirement System, prior to the age at which he/she is eligible for any type (i.e., full or reduced) Social Security retirement benefits. Such contribution shall be deposited to the bargaining member’s 403(b) account no later than January 30th of the year following the effective date of retirement. The contribution shall be calculated as 4% of one year’s salary multiplied by the number of years between retirement age and the age at which the retiree first becomes eligible for Social Security retirement benefits. The maximum number of years that may be used on the above calculation shall be seven. Such base salary may be selected by the retiree from any one of the said retiree’s last three years of employment with the District.

2. An Assistant who retires pursuant to NYS Teachers Retirement system, shall receive, as a deposit to their 403(b) account no later than January 30th of the year following the effective date of retirement, an employer non-elective contribution in a per diem amount (“per diem” is defined for purposes of this Section as 1/200 of base salary) for each day of personal leave accumulated in excess of fifty-five (55) days. This contribution shall be calculated by multiplying fifty percent (50%) of the retiree’s base salary per diem rate at retirement by the number of personal leave days accumulated in excess of fifty-five (55), up to a maximum of fifty (50) such days.

3. An Assistant who retires pursuant to NYS Teachers Retirement System, shall receive, as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount, based on a sliding scale of accumulated sick leave days in excess of fifty (50) days, up to a maximum of one hundred fifty (150) such excess days. This deposit will be made no later than January 30th of the year following the effective date of retirement. Said contributions shall be calculated by multiplying the current per diem Teaching Assistant substitute pay rate as follows:

<table>
<thead>
<tr>
<th>Total accumulated sick days at retirement:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0--50 days</td>
<td>= not eligible</td>
</tr>
<tr>
<td>51--75 days</td>
<td>= per diem rate times 30%</td>
</tr>
<tr>
<td>76--100 days</td>
<td>= per diem rate times 40%</td>
</tr>
<tr>
<td>101--150 days</td>
<td>= per diem rate times 50%</td>
</tr>
</tbody>
</table>

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

A member of the bargaining unit who wishes to receive the benefits provided for in this Article must provide the Superintendent with his/her letter of retirement by February 15 of the school year in which retirement will occur. Such retirement shall be effective on June 30 of the same year.

5. A member of the bargaining unit who first becomes eligible to retire pursuant to the regulations of the NYS Teachers Retirement System between July 1 and December 31 may opt to retire on
December 31. Written notice of his/her intent to retire within this timeframe must be provided to the superintendent by August 15. All other conditions of Article 10, Section A apply under this circumstance.

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

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

1. **No Cash Option.** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.

2. **Contribution Limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415©(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

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

3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.

4. **Tier 1 Adjustments** Tier 1 members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as closely as possible, to the original intent of the parties.

6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
C. Annuities:
District will provide payroll deduction for tax sheltered annuities.

ARTICLE 11
SALARY

A. Paychecks will be distributed in sealed envelopes. The traditional payroll calendar will be followed, without exception for school vacations.

B. Assistants may elect twenty two (22) or twenty five (25) paychecks.

C. The step on the salary schedule shall correspond to the year of employment in which the employee is now working as an Assistant. New Assistants will generally be hired on Step 1 unless experience and/or district needs dictate consideration of a higher placement on the salary schedule. Step advancement as an Assistant shall be automatic. Employees who work an assignment of ninety (90) days or more in any school year shall be credited with a full year’s experience.

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

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

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

E. Each Teaching Assistant with at least twelve (12) years of service in the District shall be eligible to elect to receive a salary raise of $1,500 per year to be payable for one (1) year only. Such raise shall be payable in the school year following the date the Teaching Assistant files a written request with the Superintendent to elect to receive such salary raise. For any year following the year in which a salary raise of $1,500 was paid, the salary of such Teaching Assistant shall be computed excluding such salary raise of $1,500. Each Teaching Assistant shall be entitled to exercise such election only once during his/her employment with the District.

F. At the request of the Administration for work that is beyond the school calendar or beyond a seven (7) hour day, Assistants shall be paid one two hundredth (1/200) of the employee’s salary. Assistants working less than four (4) hours shall be paid one four hundredth (1/400). Assistants working four (4) hours or more shall be paid the full one two hundredth. Assistants working one (1) hour shall be paid 1/200 X 1.5 of the employee’s salary (200 days, 6 hours a day):
Example: $20,000/200=$100/6=$16.67X1.5=$25.01

G. Summer workshop wages for Assistants shall be subject to conditions stated in F above.
H. Assistants assigned to more than one school shall be compensated for travel between schools at the same rate as New York State employees receive.

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

J. The District shall provide Social Security coverage for BSATA.

K. Twenty-one ($21) dollars shall be added onto a Teaching Assistant’s base pay for every pre-approved ten (10) hours of in-service courses/workshops taken after hours.

L. a. Salary credit for in-service credit(s), and certification stipend(s) will be paid at the full annual rate provided the Teaching Assistant submits proof of completed teacher certification (for certification stipend) and an official request for in-service credit(s) to the Office of Human Resources prior to September 30.

b. Salary credit for certification, and in-service credit(s), earned during the first semester will be paid at half the annual rate, providing the Teaching Assistant submits proof of certification and an official request for in-service credit(s) to the Office of Human Resources prior to February 28.

c. Effective September 1, 2011, salary credit for certification or in-service credit(s) will not be paid retroactively for prior school years.

d. A Teaching Assistant 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 teaching assistant’s salary and the teaching assistant shall receive a copy of the salary adjustment statement.

M. A Teaching Assistant who conducts an approved training session will be compensated at the rate of an additional twenty-one ($21) dollars an hour, with no compensation for preparation.

N. There will be no additional compensation for participation in professional development held during the school day or for outside training for which the District pays the related expenses.

Participants shall not be required to purchase materials to attend training sessions.

O. The District will add an additional five hundred ($500.00) dollars onto the base salary for the attainment of NYS Teacher Certification while serving as a Teaching Assistant in the District.

P. Any Teaching Assistant who covers for an absent teacher shall be paid an additional $25 for a half day and $50 for full day coverage.
Q. Teaching Assistants shall be paid a stipend based on their certification as outlined in the chart below. Such stipend shall be added to the Assistant's base salary upon receipt of proof of such certification as per section L above. Stipend shall remain in effect as long as certification remains valid.

<table>
<thead>
<tr>
<th>Certification</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>TA Level 1</td>
<td>$100</td>
<td>$125</td>
<td>$150</td>
</tr>
<tr>
<td>TA Level 2</td>
<td>$200</td>
<td>$225</td>
<td>$250</td>
</tr>
<tr>
<td>TA Level 3</td>
<td>$300</td>
<td>$325</td>
<td>$350</td>
</tr>
<tr>
<td>Level 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TA Continuing Teacher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Salary Schedule

<table>
<thead>
<tr>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step</td>
<td>2009-2010</td>
<td>Step</td>
</tr>
<tr>
<td>1</td>
<td>17,810</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>18,162</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>18,663</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>19,115</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>19,732</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>20,244</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>20,755</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>21,267</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>21,779</td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td>22,421</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>23,038</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>23,872</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>24,990</td>
<td>13</td>
</tr>
<tr>
<td>14</td>
<td>25,632</td>
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</tr>
<tr>
<td>15</td>
<td>26,460</td>
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<tr>
<td>16</td>
<td>27,308</td>
<td>16</td>
</tr>
<tr>
<td>17</td>
<td>28,045</td>
<td>17</td>
</tr>
<tr>
<td>18</td>
<td>28,411</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>29,229</td>
<td>19</td>
</tr>
<tr>
<td>20</td>
<td>29,751</td>
<td>20</td>
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<tr>
<td>21</td>
<td>30,433</td>
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<td>22</td>
<td>30,883</td>
<td>22</td>
</tr>
<tr>
<td>23</td>
<td>31,813</td>
<td>23</td>
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<tr>
<td>24</td>
<td>32,475</td>
<td>24</td>
</tr>
<tr>
<td>25</td>
<td>33,062</td>
<td></td>
</tr>
</tbody>
</table>
R. Effective July 1, 2010 the salary schedule will be reduced to twenty-four (24) steps by eliminating the initial step. Newly hired Teaching Assistants shall be hired at step 1. Teaching Assistants on step 1 during the 2009-10 school year shall move to step 2. Teachers on steps 2-23 shall remain on those numbered steps for the term of the contract. Any Teaching Assistant on step 24 or 25 in 2009 or 2010 shall remain on step 24 for 2010-2011 and 23 for 2011-2012.

ARTICLE 12
LEAVES OF ABSENCE

A. TEMPORARY LEAVE OF ABSENCE

1. Personal leave maximum is eight (8) days; taken at the discretion of the Teaching Assistant. For Teaching Assistants employed less than full time, the personal leave maximums will be prorated, based on hours worked.

   a. Leaves of absence without loss of salary shall be for such reasons as the following:

      1. Business and/or legal affairs which can be conducted only during the hours of the school day. This section does not permit leaves of absence for other compensated situations, for example, self or other employment.

      2. Weddings - the employee or the employee’s immediate family.

      3. Exigencies attendant to childbirth.

      4. Obligations connected with military affairs, such as induction, examinations and citations.

      5. Graduation - the employee or the employee’s immediate family.

      6. Responsibilities attendant to service as an officer in education or public service organization.

      7. Major unpredictable emergencies such as transportation breakdown or weather conditions making travel physically impossible.

      8. Religious holidays.

      9. Serious illness or death in the immediate family. For the purposes of this provision, immediate family shall be defined as follows: 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 assistant is a part.

      10. Public obligations such as jury duty (no limit, non-deductible), witness in court action (subpoenaed), tax audit, settling an estate, and workers compensation hearing.
11. Matters of personal concern where privacy is necessary. Leave under this section may not be taken for any reason prohibited by Section a.1.a.(1).

12. Members serving as BSATA representatives to meetings outside of the District.

13. Members of the negotiating team attending a negotiating session extending considerably beyond the sessions referred to in Article 16.

b. With the exception of 1.a(9) serious illness or death in the immediate family, which shall not be limited by this section, any application for personal leave of three or more consecutive school days will require the approval of the Superintendent. Such approval by the Superintendent may not be unfairly denied.

c. The maximum number of days allowed for item 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 an Assistant believes extenuating circumstances warrant extension of the number of days allowed or the extension of vacation or holiday periods, a request may be made to the Superintendent.

d. It should be incumbent upon the employee to inform the Superintendent of such reason for personal leave. Such information shall be given as far in advance of the use of leave as circumstances permit.

e. The Superintendent may approve additional days when the Superintendent deems necessary and advisable.

f. As stated in Article 10 (A)(2), an Assistant who retires pursuant to NYS Teachers Retirement system, shall receive, as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount (“per diem” is defined for purposes of this Section as 1/200 of base salary) for each day of personal leave accumulated in excess of fifty-five (55) days. This contribution shall be calculated by multiplying fifty percent (50%) of the retiree’s base salary per diem rate on June 1 of the year of retirement by the number of personal leave days accumulated in excess of fifty-five (55), up to a maximum of fifty (50) such days.

B. EXTENDED LEAVE OF ABSENCE

1. An Assistant who has completed one year of employment shall be granted for such reasons as the Superintendent might approve a leave of absence not to exceed one year.

2. All benefits to which an Assistant was entitled to at the time the leave began, including accumulated sick leave, will be restored upon the employee’s return. Upon return, the Assistant shall be placed upon the salary schedule according to the years of service of the Assistant.

3. An extended leave of absence without pay shall be granted upon the recommendation of the Superintendent and the approval of the Board of Education. All requests for such leaves must be made in writing.
C. **UNPAID CHILD REARING LEAVE OR MATERNITY LEAVE**

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

1. Any Assistant who desires unpaid child rearing leave or maternity leave for the purpose of caring for a newborn child at home shall make a written request for such leave at least (4) months prior to the expected date of birth.

2. Assistants shall receive upon request a child rearing leave or maternity leave of absence without pay for a period not to exceed more than two (2) years. Such leave may be extended by the District. Child rearing leave or maternity leave shall commence at the discretion of the Assistant.

3. All Assistants on child rearing or maternity leave in the school district shall be privileged to continue under the contributory insurance plans, including dental insurance. Subject to the requirements of the Family and Medical Leave Act, the Assistant shall pay one hundred percent (100%) of the insurance premiums. No other supplements to salary or benefits of any kind shall accrue or be paid during the period of child rearing or maternity leave.

4. For the non-tenured Assistant, child rearing or maternity leave shall be an interruption of the probationary period and not in lieu of the requirement for serving a probationary period.

5. An Assistant on child rearing leave or maternity leave shall not accept a full time position in another school district. To do so shall negate all rights and privileges as set forth in this Agreement.

6. Leave shall be available to an Assistant in the case of an adoption subject to applicable conditions above.

**ARTICLE 13**

**PERSONAL ILLNESS**

A. An Assistant may be absent without loss of salary on account of personal illness or physical disability.

B. Assistants shall have available for personal illness or physical disability eighteen (18) days during the year. For Assistants employed less than full-time, the personal illness maximums will be prorated for hours worked.

C. Assistants may accumulate, without limit, all unused leave provided under this Article.

D. It is the responsibility of the Assistant to keep the Superintendent, or the Superintendent’s designee informed about the nature of the illness or physical disability.

E. An Assistant who is pregnant shall:

   a. Notify the Superintendent in writing at least four (4) months prior to the expected birth.

   b. Provide certification from her physician indicating his or her evaluation of the Assistant’s ability to continue performing the full duties and responsibilities of the Assistant’s position.
F. An Assistant will be entitled to receive 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. Any unused sick leave shall be reserved for the employee upon return to the school system.

G. An Assistant shall be granted a leave for personal illness, which extends beyond the period of accumulated sick leave, without pay, for a maximum of time not to exceed one year.

H. As stated in Article 10 (A)(3), an Assistant who retires pursuant to NYS Teachers Retirement System, shall receive as a deposit to their 403(b) account, an employer non-elective contribution in a per diem amount, based on a sliding scale of accumulated sick leave days in excess of (50) days, up to a maximum of one hundred fifty (150) such excess days. Said contributions shall be calculated by multiplying the current per diem Teaching Assistant substitute pay rate as follows:

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

ARTICLE 14
SUBSTITUTE ASSISTANTS

A. Effective March 13, 2006, Teaching Assistants shall obtain a substitute for any absence through the District provided Sub Caller Service. Whenever possible, a certified substitute Teaching Assistant shall be obtained when a Teaching Assistant is unable to report. A substitute list will be available to each Teaching Assistant at the beginning of the school year and as it is updated throughout the year.

B. Long-term subs: When a Teaching Assistant position becomes vacant or otherwise unencumbered due to a resignation, unpaid leave of absence, or transfer for more than thirty (30) days, the Teaching Assistant’s replacement shall be hired on step 1 for the full FTE and shall be entitled to the benefits of the collective bargaining agreement from the first day that such substitute is employed in the unencumbered position.

C. Per diem subs: Substitutes replacing Teaching Assistants who are on paid leave (example: maternity-related disability) shall be compensated at the appropriate per diem rate and shall not be entitled to the benefits in this agreement.

ARTICLE 15
GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

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

1. A Grievance shall mean any claimed violation, misinterpretation, or inequitable application of law, Board of Administrative rule, regulation, policy or provisions of this agreement relating to or involving the Assistants.

2. Aggrieved Party shall mean any person or group of persons or the BSATA filing a grievance.

3. Party in Interest shall mean the BSATA Grievance Committee, the BSATA, the Board, any party named in a grievance who is not the aggrieved party, or any party having information or knowledge relating to the grievance.

4. The Grievance Committee shall mean the Grievance Committee of the BSATA.

5. Days shall mean days that school is in session.

6. An Assistant shall mean any employee within the negotiating unit or any group of such employees.

7. Grievance Representative shall mean BSATA designated grievance representative.

8. The Principal shall mean the building Principal.

9. The Superintendent shall mean the Superintendent of the Ballston Spa Central School District or the Superintendent's designee.

10. The Arbitrator at Stage 4 shall mean a member of the American Arbitration Association (AAA) residing in the upstate New York area.

11. Administrative Unit shall mean a building or buildings under the direction of a single Principal.

12. For the purposes of this article, The Board shall mean the Board of Education of the Ballston Spa Central School District or selected members of the Board designated by it.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, a citation of the provision of the law or agreements or policy or regulation involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. Except for informal decisions at Stage 1, (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons thereof. A copy of the decision at each stage shall be transmitted to the aggrieved party, the BSATA President(s), and the Grievance Committee, such copy to be placed in the school mailbox of the parties no later than one (1) day following expiration of applicable time limit.
3. The Grievance Committee on behalf of the BSATA is entitled to submit grievances directly.

4. Grievances shall be initiated normally at Stage 1. In the event a grievance affects more than one school, or involves a matter over which a principal has no authority, it may be initiated at Stage 2. By mutual agreement, a grievance may be initiated at Stage 3 or 4.

5. The preparation and processing of grievances shall be conducted at mutually acceptable times. The time, place, and date of meetings shall be decided upon between the appropriate representatives of the Grievance Committee and the District within five (5) days of a request for such a meeting.

6. The Board, the Administration, the BSATA, and the aggrieved party shall facilitate any investigation which may be required and make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.

7. Except as otherwise provided in Section E, 1 (a), of this Article, the aggrieved party and any party in interest shall have a right to a meeting as described below at all stages, except for Stage 4, which provides for a hearing. The aggrieved party and any party in interest shall have the right at all stages of a grievance to question all present at the meeting, to make statements, and to call and question any persons who have information or knowledge of the grievance, and to be furnished with a copy of any notes of the proceedings made at each and every stage of this grievance procedure.

8. No interference, coercion, or restraint, discrimination, or reprisal of any kind shall be taken by the Board or any member of the Administration against the aggrieved party, any party in interest, any member of the Grievance Committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

9. The following forms shall be Appendix B to this Agreement, and shall be reproduced by the District and made readily available to the Grievance Committee and BSATA Representative:

1. Form-Cover Sheet
2. Statement of Grievance
3. Report and/or Decision
4. Form-Request for Meeting
5. Request for any Parties in Interest
6. Notice for Meeting
7. Demand for AAA Arbitration
8. Claim of Error

10. All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

11. If any provision of this grievance procedure or any application thereof to any Assistant or group of Assistants in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Superintendent shall be responsible for maintaining an Official Grievance Record, which shall consist of the written grievance, all exhibits, transcripts, communications, official notes, any stenographic record ordered by one of the parties at Stage 4, written arguments and briefs considered at all levels other than at Stage 1, (a), and all written decisions at all stages. Official notes shall be kept of all proceedings in Stages 2 and 3 by the School District. A copy of such official notes shall be delivered to the aggrieved party and the Grievance Committee within five (5) days after the conclusion of meetings at Stage 2 and 3, and any party involved in the proceedings may advise the appropriate person of any errors in said records. Any such claim or error in the records shall become a part of the Official Grievance Record, and the appropriate agent shall indicate the determination made concerning such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.

13. Nothing in this Grievance Procedure shall be construed as preventing an assistant from processing a grievance independently of the BSATA. If an Assistant is proceeding independently, the time limits and other provisions of this Grievance Procedure must be observed. Expenses at Stage 4, other than those payable by the District as provided in Section E, 4f of this article, shall be borne by the individual grievant should the grievant choose to proceed without the approval of the Grievance Committee.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The limits specified for either party may be extended only by mutual agreement.

2. To be entertained, a grievance must be filed within twenty (20) days after the act or condition upon which the grievance is based or at any time if the condition or act continues to exist.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance shall be deemed to be discontinued, and further appeal under this agreement shall be barred.

4. Failure at any stage of the grievance procedure to communicate a decision within the specified time limit shall permit the pursuing of the grievance to the next stage of the grievance procedure within the time which would have been allotted had the decision been communicated by the final day.

5. In the event a grievance is filed on or after June 1, the time limits set forth should be reduced so that the grievance procedure could be exhausted prior to the end of the school term, if possible.

E. PROCEDURE FOR PROCESSING GRIEVANCES

1. Stage 1: Principal
   a. An Assistant having a grievance shall discuss it with the appropriate principal. The Assistant may do so directly or in the presence of the Grievance Representative with the objective of resolving the problem informally. The Principal will confer with all parties in interest, but, on arriving at the decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party and/or the Grievance Representative present. The
Principal may require any member of the bargaining unit having information or knowledge relating to such grievance to present such information in the presence of the Principal, the aggrieved party and/or the Grievance Representative. The Principal shall communicate the decision to the aggrieved party and/or the Grievance Representative within five (5) days following their informal discussion.

b. If the aggrieved party is not satisfied with the decision at Stage 1, (a), or if no decision has been rendered within five (5) days, the Assistant may file the written grievance with the Grievance Representative or with the Principal within the following five (5) days. If the written grievance has been filed through the Grievance Representative, said Grievance Representative shall refer it to the Principal within two (2) days after receiving it. Within five (5) days after receiving the written grievance, the Principal shall render a written decision with supporting reasons and present it to the aggrieved party and the Grievance Representative.

2. Stage 2: Superintendent
   a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the end of Stage 1 and wishes to proceed further under this grievance procedure, the assistant, within five (5) days, shall file the grievance in writing with the Grievance Committee for its consideration or proceed independently of the BSATA through Stage 2.

   b. If the Grievance Committee determines that the grievance is meritorious, it will then file a written request for a meeting with the Superintendent at Stage 2. This request shall be filed with the Superintendent within twenty (20) days after the aggrieved party has received the written decision at Stage 1(b).

   c. Within five (5) days after the receipt of the request for a meeting at Stage 2, the Superintendent, shall hold a meeting with the aggrieved party, the Grievance Committee, and any other parties in interest, in an effort to resolve the problem through mutual exchange and discussion.

   d. The Superintendent shall prepare a written report, which shall include any agreement or decision reached with the supporting reasons. This report shall be provided within five (5) days of the meeting.

3. Stage 3: Board
   a. If the aggrieved party is not satisfied with the decision at Stage 2, or in the event that no decision has been received within five (5) days following the meeting with the Superintendent, the aggrieved party may proceed to Stage 3. If the Grievance Committee deems that the grievance is meritorious, it shall, within five (5) days after receipt of the decision, or in the event no decision has been received within ten (10) days following the meeting with the Superintendent, file a written request for a meeting with the Board and forward a statement of the grievance to the Board.

   b. Within ten (10) days after receiving the request and statement, the Board, or selected members of the Board designated by it, shall meet with the aggrieved party, the Grievance Committee and any other party in interest for the purpose of solving the grievance.
c. The Board or its representatives shall prepare a written report, which shall include any agreement or decision reached, with supporting reasons. This report shall be provided within ten (10) days after the meeting.

4. Stage 4: Arbitration

a. If the aggrieved party is not satisfied with the decision at Stage 3, or if no decision has been rendered within ten (10) days after the meeting with the Board, the aggrieved party may request that the Grievance Committee submit the grievance to Arbitration. If such a request is made, it must be made in writing.

b. Within five (5) days of receipt of such written request and within ten (10) days of receipt of the written decision at Stage 3, if the Executive Committee of the Association determines that the grievance is meritorious and that Arbitration is in the best interest of the District, the Grievance Committee may transmit to the AAA Syracuse Regional Office and the Board, a demand for arbitration (form #7 in Appendix D) under and in accordance with the rules of the American Arbitration Association subject, however, to the conditions set forth in subsequent provisions of this article.

c. The list of Arbitrators to be furnished by the AAA shall be comprised only of upstate persons.

d. The decision of the Arbitrator shall be final and binding. The Board, however, shall not be bound by the recommendations, if any, of the arbitrator on how such decision is to be implemented.

e. Each of the parties shall be responsible for its costs incident to participation by its representatives, its investigation of facts, preparation of its exhibits, briefs, if desired, help of outside experts, its witnesses and its filing fee, any hearing notes or stenographic record desired or ordered by it.

f. The charges of the Arbitrator, including fees and travel, hotel and incidental costs, shall be borne equally by the District and the Association.

ARTICLE 16
NEGOTIATIONS PROCEDURES

The BSATA and the School District agree that:

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

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

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

B. All negotiations will be conducted in executive sessions.
C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District.

D. Either party may, at its discretion, bring into the negotiations any outside legal and/or professional advisors.

E. Either party may, independently, call for a caucus at any time during negotiating session.

F. The process of tabling may be used. (Tabling shall mean “the temporary suspension of negotiation on a specific item.”)

G. 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 collective negotiations consideration will be placed numerically in the proposals immediately preceding the General Article, their ultimate placement, if agreed upon for inclusion in the final agreement, to be dependent upon logical sequence within such final agreement.

H. A free exchange of facts, opinions, proposals and counterproposals shall take place on all issues in an effort to reach agreement. Therefore, each party agrees to make available, upon reasonable and specified request, all data, research and other pertinent materials in its possession on any issue under consideration.

I. No final agreement without legislative action by the Board where such is necessary or without ratification by the BSATA shall be executed: but that the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, reach agreements in the course of negotiations. Once such agreements have been reached on individual articles, they will be initialed by both parties and will be understood to stand as tentative agreements.

J. News releases, if any, concerning negotiations prior to impasse will be prepared jointly by the Association’s and the District’s negotiations representatives.

K. At the first negotiating session, both sides may agree mutually to modify this Article to suit their needs.

**ARTICLE 17**

**GENERAL**

Effective July 1, 2001 a joint committee of District Administration and Teaching Assistant representation was established and charged with the responsibility of developing a mutual understanding concerning the roles of Teaching Assistants, Aides and Volunteers. A process for ensuring these understandings is communicated and monitored is ongoing.
ARTICLE 18
USE OF SCHOOL FACILITIES BY THE ASSOCIATION

A. The Association will have the right to use the school building without cost at reasonable times of any
day or evening for its meeting and other business. The Association will continue to take all necessary
precautions regarding the security of buildings when using them. The Principal of the building in
question will be notified in advance of the time and place of all such meetings.

B. The Association will be allowed reasonable use of inter-school mail facilities and Assistants’ mailboxes.

C. The Association will be allowed to use the photocopying and printing equipment of the District without
charge except for supplies. The Association will be allowed to use the District’s metered machines
provided that it pays the maintenance fees associated with such use. The use of this equipment will not
interfere with normal school use. The Association will assign persons who are knowledgeable in the use
of these machines.

ARTICLE 19
DURATION

The foregoing provisions shall become effective July 1, 2009 and they shall remain in full force and effect
through June 30, 2012.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 7th day of July 2010.

Ballston Spa Association of Teaching Assistants  Ballston Spa Central School District

Kathleen Wanerka, President
Jerrilyn Cummings
Patricia LaGalles
Catherine Nichols
Claudia Garrison

Joseph P. Dragoone, Ph.D.
Superintendent of Schools

Denise Jones
Director of Human Resources

Kathleen S. Jarvis
President, Board of Education

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

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<tr>
<th>Name:</th>
<th>Date:</th>
<th>Time:</th>
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<td>Lesson Topic:</td>
<td>Grade:</td>
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DESCRIPTION OF LESSON/ACTIVITY
CLASS OBSERVED: Computer Library Special Education Other

CONTENT:
The teaching assistant demonstrates knowledge of subject matter and curriculum.

OVERVIEW OF LESSON/CLASS OBSERVED:

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

My role in the classroom:

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

Strategies I'll use to achieve my goals:
STUDENT MANAGEMENT:
The teaching assistant demonstrates student management skills supportive of diverse student needs and is responsive to teacher direction.

My student management strategies:

STUDENT DEVELOPMENT AND ASSESSMENT:
The teaching assistant demonstrates knowledge of student development and understanding of diverse learning styles, and modifies the instruction accordingly.

Strategies I'll use to modify classroom instruction:

My delivery plan to meet diverse needs:

AREA OF FOCUS:
Is there a specific area you would like observer to focus on?

COMMENTS/CONCERNS:
DESCRIPTION OF LESSON/ACTIVITY

CONTENT:
The teaching assistant demonstrates knowledge of subject matter and curriculum.

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

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

STUDENT DEVELOPMENT AND ASSESSMENT:
The teaching assistant demonstrates knowledge of student development and understanding of diverse learning styles, and modifies the instruction accordingly.
STRENGTHS:

RECOMMENDATIONS:

COMMENTS:

Signature of Observer: ___________________________ Date: __________

TEACHING ASSISTANT COMMENTS:

Signature of TA: ___________________________

Date of Post Observation Conference: ________________
GUIDE TO CONDUCTING TEACHING ASSISTANT PERFORMANCE APPRAISALS

**Annual Process** (May be conducted at any time, but must be completed by June 1 of each year):
1. Supervisor distributes copy of Teaching Assistant Performance Appraisal form to employee to complete as self-evaluation.
2. Employee completes the self-evaluation and submits it to supervisor within 5 days of receipt.
3. Supervisor considers the self-evaluation and completes the official Teaching Assistant Performance Appraisal form.
4. Supervisor meets with the employee to conduct the performance review meeting.
5. Supervisor completes an Improvement Plan when/if warranted.
6. Both parties sign off with opportunity for employee to submit written comments.
7. Supervisor gives employee a signed copy of official form and forwards original to the Human Resources Office for employee’s personnel file.

**Directions:**

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

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

**Definitions:**

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

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

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

**Unsatisfactory:** Performance does not meet what is required to do the job. Corrective action is needed.
<table>
<thead>
<tr>
<th>Provides Instructional Support</th>
<th>Exceeds Expectations</th>
<th>Meets Expectations</th>
<th>Developing</th>
<th>Unsatisfactory</th>
<th>Not applicable</th>
<th>Comments (when warranted)</th>
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<td>Monitors the work of students</td>
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<td>Interprets instructions to students</td>
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<td>Assists with classroom management issues</td>
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<td>Maintains a positive relationship with students</td>
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<td>Provides support for student assessments</td>
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<td>Provides appropriate feedback to students</td>
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<td>Provides teacher with information about students to assist in developing learning experiences</td>
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<td>Assists students in the use of instructional resources</td>
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<th>Assists in Development of Instructional Materials</th>
<th>Exceeds Expectations</th>
<th>Meets Expectations</th>
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<th>Unsatisfactory</th>
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<td>Organizes materials</td>
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<td>Special Skills and Abilities</td>
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<td>Utilizes special skills and abilities assisting in instructional programs</td>
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<td>Participates as a Member of the Building Team</td>
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<td>Attends meetings as requested</td>
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<td>Participates in relevant staff development offerings</td>
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<td>Meets with supervisors for direction and guidance</td>
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<td>Maintains records and reports as required</td>
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<td>Respects confidentiality</td>
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<td>Provides responsive and timely customer service</td>
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<td>Performs other related or temporary duties as reasonable and assigned</td>
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33
General Competencies

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<th>Exceeds Expectations</th>
<th>Meets expectations</th>
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<td>Communication skills</td>
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<td>Problem solving</td>
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<td>(meets deadlines and follows through on assignments)</td>
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In the event of a “Developing” or “Unsatisfactory” rating, a Teaching Assistant Improvement Plan will be developed. The Teaching Assistant Improvement Plan must be completed by an Administrator and presented at the Post-Observation Conference.

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

Teaching Assistant signature __________________________ Date ____________

Supervisor signature __________________________ Date ____________
Teaching Assistant Improvement Plan
Part 1
(Completed by supervisor following performance appraisal if warranted)

Employee: ______________________________________   School: ______________________________________

Criteria: ______________________________________   Principal: _______________________________   Date: ______________________

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

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

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

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

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

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

_________________________________________   Date
Administrator’s Signature

_________________________________________   Date
Employee’s Signature
Teaching Assistant Improvement Plan
Part 2
Summary of Performance Review Conference
This form must be completed by the administrator within 90 school days of the Post-Evaluation Conference, extending into the following school year when necessary.

Employee: __________________________________________ School: __________________________________________

Criteria: __________________________________________ Principal: __________________________ Date: __________

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

☐ Employee’s actions toward meeting performance objectives are deemed satisfactory.

☐ Employee’s actions toward meeting performance objectives have not resulted in satisfactory performance.

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

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

_____________________________  ____________  ______________________________  ____________
Employee’s Signature            Date                     Administrator’s Signature          Date
APPENDIX B

GRIEVANCE FORMS AND LETTERS

BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #1 - Cover Sheet

Grievance No. _____________________________________________
Aggrieved Party: ____________________________________________
Position: ___________________________________________________
Building: ___________________________________________________
Grievance Stage: ____________________________________________
Date Submitted to Principal ________________________________

___________________________________________________________
Signature of Grievance Representative

Date Received by Principal _________________________________
Date Returned to Aggrieved Party _____________________________
Grievance Stage ___________________________________________
Date Submitted to Superintendent _____________________________
Date Received by Superintendent ______________________________
Date Returned to Aggrieved Party ______________________________
Grievance Stage ___________________________________________
Date Submitted to Board _____________________________________
Date Received by Board ______________________________________
Date Returned to Aggrieved Party ______________________________
Grievance Stage ___________________________________________
Date of Demand for AAA Arbitration __________________________
Date of AAA Arbitrator’s Decision ____________________________
BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #2 - Statement of Grievance

Grievance No. ___________________________ Stage No. ___________________________

Aggrieved Party ________________________________________________________________

Provision in Violation:

Statement of Grievance:

________________________________________
(Signature of Aggrieved Party)

________________________________________ (Date)
BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #3 - Report and/or Decision

Grievance No. ___________________________ Stage No. ___________________________

Aggrieved Party ___________________________

Report and Decision:

________________________________________
(Signature)

________________________________________
(Date)
Grievance No. ___________________________ Stage No. ___________________________

Aggrieved Party ________________________________________________________________

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

(Signature)

(Date)
BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York  

Form #5 - Request for Parties in Interest

Grievance No. ____________________________ Stage No. ____________________________

Aggrieved Party ____________________________

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

(Signature)

______________________________

>Title)

______________________________

(Date)
Grievance No. ___________________ Stage No. ___________________

To: __________________________________________

_____________________________________________

Date: ________________________________

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

__________________________________________
(Signature)

__________________________________________
(Title)

__________________________________________
(Date)
BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York  
Form #7 - Demand for AAA Arbitration  

Date ________________________  

To: (Name) ____________________________________________________________  

(of party upon whom the demand is made)  

(Address) ______________________________________________________________________  

(City and State) ______________________________________________________________________  

The undersigned, a party to an Arbitration Agreement contained in a written contract, dated ___  
________________________________________________________________________________  

which agreement provides as follows:  

(Quote Arbitration Clause)  

hereby demands arbitration thereunder.  

NATURE OF DISPUTE:  

REMEDY SOUGHT:  

You are hereby notified that copies of our Arbitration Agreement and of this Demand are  
being filed with the American Arbitration Association at its __________________________  

Regional Office, with the request that it commence the administration of the arbitration.  

Signed ____________________________________________  

Title ____________________________________________  

Address ____________________________________________  

City and State ____________________________________________  

Telephone ____________________________________________  

To institute proceedings, please send three copies of this Demand and the Arbitration  
Agreement, with the Administrative fee, as provided in Section 43 of the Rules.
BALLSTON SPA CENTRAL SCHOOL DISTRICT
Ballston Spa, New York

Form #8 - Claim of Error

Grievance No. ____________________________ Stage No. ____________________________

Aggrieved Party ______________________________________________________________

Claim of Error:

____________________________________
(Signature)

____________________________________
(Title)

____________________________________
(Date)