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#### Contract Database Metadata Elements

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Union: **Ballston Spa Association of Teaching Assistants**

Local:

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TAS / 4548

**PARAPROFESSIONAL  
AGREEMENT**

between the

**BALLSTON SPA ASSOCIATION OF  
TEACHING ASSISTANTS**

and the

**SUPERINTENDENT OF SCHOOLS**

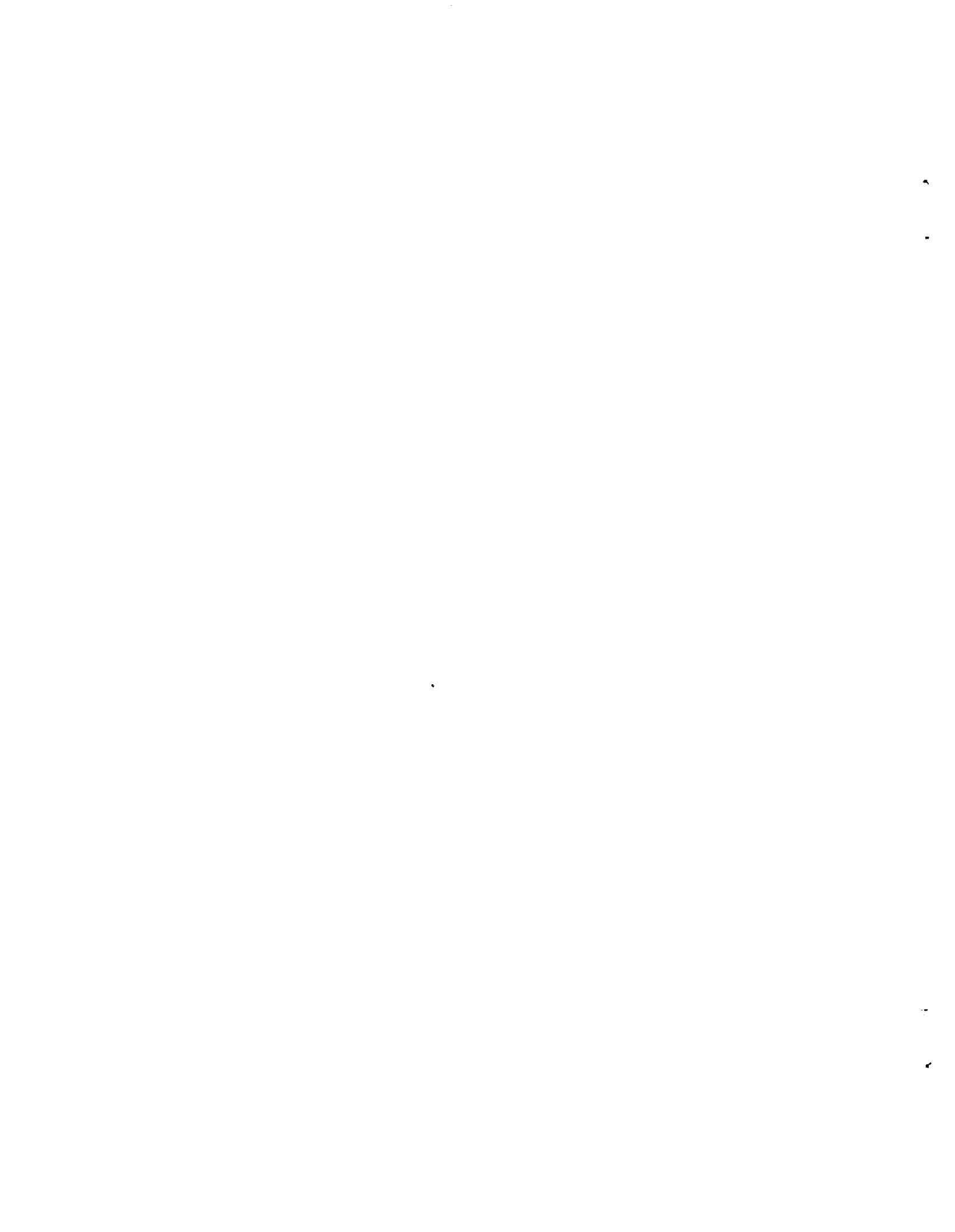
**BALLSTON SPA CENTRAL SCHOOL DISTRICT**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

JAN 16 2007

**ADMINISTRATION**

**July 1, 2004 – June 30, 2009**



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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:

---

(Print)	Last Name	First	Initial
---------	-----------	-------	---------

---

Building Address

---

Social Security Number

To: Ballston Spa Central School District

I hereby request and authorize you, according to arrangements agreed upon with the Ballston Spa 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.

---

Employee Signature

Date

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 or leave of absence, or a newly created position.
- N. Full time means five 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 and outlined below.

Level I	Level II	Level III	Pre-Professional
<input type="checkbox"/> high school diploma or equivalent  <input type="checkbox"/> pass communication and quantitative skills test*  <input type="checkbox"/> valid for one year  <input type="checkbox"/> May be renewed for one year	<input type="checkbox"/> high school diploma or equivalent  <input type="checkbox"/> 6 semester hours of collegiate study  <input type="checkbox"/> pass communication and quantitative skills test*  <input type="checkbox"/> work for 1 year at Level I  <input type="checkbox"/> valid for 2 years  <input type="checkbox"/> not renewable	<input type="checkbox"/> high school diploma or equivalent  <input type="checkbox"/> 18 semester hours of collegiate study  <input type="checkbox"/> pass communication and quantitative skills test*  <input type="checkbox"/> work for 1 year at Level I or II  <input type="checkbox"/> continuously valid with 75 hours of professional development every 5 years	<input type="checkbox"/> high school diploma or equivalent  <input type="checkbox"/> 18 semester hours of collegiate study  <input type="checkbox"/> matriculation in teacher preparation program  <input type="checkbox"/> pass communication and quantitative skills test*  <input type="checkbox"/> work for 1 year at Level I, II, or III  <input type="checkbox"/> valid for 5 years  <input type="checkbox"/> may be renewed if individual has taken 30 semester hours in the previous 5 year period

**ARTICLE 4**  
**TEACHING ASSISTANT – ADMINISTRATION LIASON**

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

## **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.
- 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 twice each year until a recommendation is made regarding tenure. Such observations should be evenly spaced throughout the school year, the first within the first three months of employment and the last prior to May 1.

The observation will reflect performance in working with students in an instructional capacity. It will be reviewed in written form at a conference within seven days of the observation. (See form in Appendix B)

- B. Once a Teaching Assistant achieves tenure, s/he is evaluated annually. This annual summative evaluation shall be conducted by the direct Supervisor 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 form shall remain in effect unless or until a change is agreed upon by BSATA and the District. (See form in Appendix A)

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

When any written report or evaluation of an Assistant is formulated, a copy shall be given to the Assistant within three (3) 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 Principal. The conference shall take place within five working days.

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.

- D. An Assistant shall at all times be given the opportunity of having a representative of the BSATA present at meetings or hearing, 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.

**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 considered.
  
- 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 on-going professional development for its positive influence on the learning environment. To this end, the BSATA will have representation on the Professional Development Committee (PDC). The superintendent will appoint two members of BSATA by the end of the preceding year, representing elementary and secondary levels when possible. When necessary, the BSATA members will be provided release time to attend committee meetings. Programs and funding provided by the PDC for Teaching Assistants will be those that have the maximum impact on instruction.

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

- B. The following types of professional development opportunities will also be made available to Teaching Assistants as funds and programming permit:
- Out of District: TA's wishing to attend a conference or other professional development activity directly related to his/her position shall follow the current District procedure to request supervisor's approval. If the request is denied due to limited funds, the TA may request to attend at his/her own expense if a reasonable substitute can be found. No personal day need be taken, and a substitute will be provided.
  - In District: Professional development offerings of workshops or courses, in keeping with identified training needs and district goals, will be provided.
- C. The following training topics are identified but not limited to as being basic/central to the Teaching Assistant function in the District:
- |                          |                              |
|--------------------------|------------------------------|
| • Communication          | • Differentiated instruction |
| • Teamwork               | • Inclusion                  |
| • Problem solving        | • Disabilities               |
| • Classroom management   | • Language Arts/Math         |
| • Violence prevention    | • Assessment                 |
| • NYS learning standards | • 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 June 30, 1984. The District shall have the option to require all Assistants who select Empire Blue Cross Blue Shield ("BSCSD Plan") health insurance coverage pursuant to this Article shall participate in the Empire Blue Cross Blue Shield Matrix Managed Care Program for so long as the District continues Empire Blue Cross Blue Shield as the District health insurance carrier. 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.
2. The District will offer a minimum of three HMOs.
3. For any Teaching Assistants who are employed between three (3) and five (5) hours, 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 enables 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 15<sup>th</sup> of the month will be enrolled Day 1 of the following month. Those hired on the 15<sup>th</sup> or later will be enrolled Day 1 of the second full month of employment.
- B. For all Assistants hired effective July 1, 1998, the choice of health insurance plans will be the Empire Blue Choice PPO or any of the available HMOs.

For all Assistants hired effective July 1, 2000, the choice of health insurance plans will be the Empire Blue Choice HMO or any of the available HMOs. For all such Assistants

desiring the Empire Blue Choice PPO, the District will pay the equivalent of the highest premium HMO toward the cost of the PPO according to the current scale. The Teaching Assistant shall pay the remaining PPO premium.

For Assistants employed prior to July 1, 2001 the District shall pay 90% of the total cost of either an individual or family health insurance plan chosen by a full-time Assistant (full time equals five hours or more). The full-time Assistant shall pay the remaining 10% of the total premium cost of either an individual or family health plan. This plan shall be paid by the employee through payroll deduction. The employee's contribution towards a health insurance plan shall not exceed \$800.00 in 2005-06, \$850.00 in 2006-07, \$900.00 in 2007-08 and \$950.00 in 2008-09.

For Teaching Assistants hired after June 30, 2001, the employee's contribution shall be 11% of the premium, not to exceed 10% of their annual salary.

For Teaching Assistants hired after June 30, 2005 the employee's contribution shall be 12% of the premium, not to exceed 10% of their annual salary.

For Teaching Assistants hired after June 30, 2006, the employee's contribution shall be 12.5% of the premium, not to exceed 10% of their annual salary.

For Teaching Assistants hired after June 30, 2007 the employee's contribution shall be 13% of the premium, not to exceed 10% of their annual salary.

Features of the ATA Contract As negotiated for 2004-2009  
Health and Dental Insurance (Current Employees)

*Contract Year*

FT Employees (5 hrs +/day) Hired:	7/1/04 – 6/30/05	7/1/05 – 6/30/06	7/1/06 – 6/30/07	7/1/07 – 6/30/08	7/1/08 – 6/30/09
Pre – 7/1/2000  *Matrix available only to unit members hired before 7/1/98	<ul style="list-style-type: none"> <li>No change in contribution rates</li> <li>Matrix closed to new enrollment as of 6/14/05</li> </ul>	<ul style="list-style-type: none"> <li>10% of prem. w/ \$800 cap</li> <li>50-50 split-bonus to permanently exit Matrix</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$850 cap (HMO's/PPO)</li> <li>50-50 split-bonus to permanently exit Matrix</li> <li>Matrix RX co-pay \$6</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$900 cap (HMO's/PPO)</li> <li>50-50 split-bonus to permanently exit</li> <li>Matrix RX co-pay \$6</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$950 cap (HMO's/PPO)</li> <li>50-50 split-bonus to permanently exit</li> <li>Matrix RX co-pay \$6</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>
7/1/2000-6/30/2001	<ul style="list-style-type: none"> <li>No change in contribution rates</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$800 cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$850 cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$900 cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>10% prem. w/ \$950 cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>
7/1/2001-6/30/2005	<ul style="list-style-type: none"> <li>No change in contribution rates</li> </ul>	<ul style="list-style-type: none"> <li>11% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>11% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>11% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>11% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>
7/1/2005-6/30/2009 <i>(As of 7/1/05, New Hire TA rates are based on the year of hire and remain the same until the contract expires)</i>	<ul style="list-style-type: none"> <li>No change in contribution rates</li> </ul>	<ul style="list-style-type: none"> <li>12% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>One month lag in health</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>12.5% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>One month lag in health</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>13% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>One month lag in health</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>	<ul style="list-style-type: none"> <li>13% w/ 10% salary cap (HMO's)</li> <li>PPO rate below*</li> <li>One month lag in health</li> <li>Buyout \$500 Single/ \$1,000 Family</li> </ul>

- A PPO plan is available to all members. PPO rates are based on the above HMO contribution schedule w/ the added employee cost of the difference between the highest HMO premium and the PPO.
- ❖ Individual dental is provided. Family dental is available at an additional employee cost in the amount of the difference between individual and family premiums.

- C. If a full-time Assistant elects not to participate in the District offered family 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 offered family or individual 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 CHR by April 1<sup>st</sup> of the previous fiscal year.
4. Assistants who elect payment under this Section in lieu of family 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 April 1<sup>st</sup> of the preceding fiscal year.
5. Effective June 2005, payment pursuant to this section shall be made by the District by the last payroll date in June of each year. 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 1/12<sup>th</sup> of the payment received for each month remaining in the school year.

- D. Effective July 1, 2006, the District may change the Empire Blue Cross Matrix prescription drug plan to require \$6.00 co-pay per prescription for all Assistants.
- E. As of June 14, 2005, the Empire Blue Cross Blue Shield Matrix health insurance plan is closed to new enrollment.
- F. Effective July 1, 2005, full time Assistants enrolled in the Empire Blue Cross Blue Shield Matrix health insurance plan may choose to permanently exit this plan and enroll in the Empire Blue Choice 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 Empire Blue Cross Blue Shield Matrix plan.

Assistants who choose to receive payment in lieu of the Empire Blue Cross Blue Shield Matrix plan may not re-enroll in the Empire Blue Cross Blue Shield 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 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.
  - 1. Teaching Assistants who retire from the employment of the district after June 30, 2006 with:
    - 12 to 15 years of service shall contribute 5% of their annual health insurance premium not to exceed \$850.00.
    - 16 to 19 years of service shall contribute 3% of their annual health insurance premium not to exceed \$850.00
    - 20 or more years of service shall contribute 0% of their annual health insurance premium.

2. Teaching Assistants who retire from the employment of the district after June 30, 2007 with:
  - 12 to 15 years of service shall contribute 8% of their annual health insurance premium not to exceed \$900.00.
  - 16 to 19 years of service shall contribute 5% of their annual health insurance premium not to exceed \$900.00
  - 20 or more years of service shall contribute 0% of their annual health insurance premium.
  
3. Teaching Assistants who retire from the employment of the district after June 30, 2008 with:
  - 12 to 15 years of service shall contribute 10% of their annual health insurance premium not to exceed \$950.00.
  - 16 to 19 years of service shall contribute 8% of their annual health insurance premium not to exceed \$950.00
  - 20 or more years of service shall contribute 0% of their annual health insurance premium.

**Features of the ATA Contract As Negotiated for 2004-2009  
Retirement Health Insurance**

<b>Retirement Date</b>	<b>12-15 years</b>	<b>16-19 Years</b>	<b>20 Plus Years</b>
<b>After June 30, 2006</b>	5% of premium not to exceed \$850	3% of premium not to exceed \$850	0% of premium
<b>After June 30, 2007</b>	8% of premium not to exceed \$900	5% of premium not to exceed \$900	0% of premium
<b>After June 30, 2008</b>	10% of premium not to exceed \$950	8% of premium not to exceed \$950	0% of premium

**Related Notes:**

- > Effective July 1, 2006, the District will reimburse Medicare premiums for employees only.
- > Effective July 1, 2006, retired Teaching Assistants are offered the same insurance buyouts as current employees.



- 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 C.)

## **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 on 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, 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.
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. Said contributions shall be calculated by multiplying the current per diem Teaching Assistant substitute pay rate as follows:
  - 51 - 75 days = per diem rate times 30% (25 days at 30% of per diem);
  - 51 - 100 days = per diem rate times 40% (50 days at 40% of per diem); and
  - 51 - 150 days = per diem rate times 50% (100 days at 50% of per diem).

**SLIDING SCALE  
ACCUMULATED SICK LEAVE**

<b>Day 101-150</b>			<b>50%</b>
<b>Day 76-100</b>		<b>40%</b>	<b>50%</b>
<b>Day 51-75</b>	<b>30%</b>	<b>40%</b>	<b>50%</b>
0% 50 days	0% 50 Days	0% 50 Days	0% 50 Days

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 written notice of 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 unit member 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 closest as possible, to the original intent of the parties.
6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. 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. On the second Friday of the school year, Assistants will receive a regular paycheck. Paychecks will be distributed in sealed envelopes. The traditional paycheck 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 per diem substitute 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  $1/200 \times 1.5$  of the employee's salary (200 days, 6 hours a day) i.e.,  $\$11,300/1,200 = \$9.41 \times 1.5 = \$14.11$  per hour.

- 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. Sixteen (\$16.00) dollars shall be added onto a Teaching Assistant's base pay for every pre-approved ten (10) hours of in-service courses/workshops taken after hours.

Said salary adjustment will be made to an Assistant's salary twice each year in December (for credits earned June-December) and/or June (for credits earned January – June), following submission of the official documentation for completion of ten (10) hours of in-service credit.

- L. A Teaching Assistant who conducts an approved training session will be compensated at the rate of an additional eight (\$8.00) dollars an hour if the session is conducted during work hours or thirteen (\$13.00) dollars an hour if the workshop is held after hours, with no compensation for preparation.
- M. There will be no additional compensation for participation in professional development held during the school day or for outside training for which the District pays the related expenses.

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

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

**Ballston Spa Central School District  
Teaching Assistants Salary Schedule  
School Years 2004-05 through 2008-2009**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
<b>STEP</b>					
1	16,100	16,400	16,800	17,300	17,750
2	16,530	16,825	17,150	17,650	18,100
3	16,950	17,385	17,990	18,200	18,600
4	17,370	17,825	18,250	18,700	19,050
5	17,790	18,265	18,715	19,185	19,665
6	18,315	18,705	19,175	19,670	20,175
7	18,815	19,255	19,640	20,160	20,685
8	19,680	19,770	20,220	20,645	21,195
9	20,415	20,690	20,770	21,250	21,705
10	20,940	21,460	21,725	21,830	22,345
11	21,615	22,015	22,535	22,830	22,960
12	22,315	22,725	23,120	23,685	24,015
13	22,920	23,455	23,870	24,290	24,905
14	23,550	24,090	24,640	25,075	25,545
15	23,890	24,405	25,305	25,885	26,370
16	24,315	25,110	25,635	26,580	27,215
17	24,875	25,555	26,375	26,930	27,950
18	25,455	26,145	26,845	27,705	28,315
19	26,005	26,755	27,465	28,200	29,130
20	26,550	27,335	28,100	28,850	29,650
21	27,030	27,910	28,710	29,515	30,330
22	27,555	28,410	29,310	30,155	30,405
23	28,290	28,960	29,840	30,790	31,705
24	29,025	29,730	30,415	31,340	32,365
25	29,865	30,505	31,225	31,950	32,950



## **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 between 3 and 5 hours, 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 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.
2. 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.
3. 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.
4. 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 between three (3) and five (5) hours, 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. 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:
  - 51 - 75 days = per diem rate times 30% (25 days at 30% of per diem)
  - 51 - 100 days = per diem rate times 40% (50 days at 40% of per diem)
  - 51 - 150 days = per diem rate times 50% (100 days at 50% of per diem)

**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 provided 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 three (3) 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 D 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**

- A. 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, 2004 and they shall remain in full force and effect through June 30, 2009.


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 12<sup>th</sup> day of April, 2006.

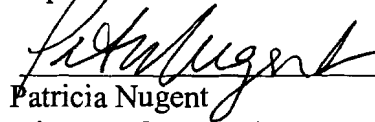
Ballston Spa Association of Teaching Assistants

Ballston Spa Central School District

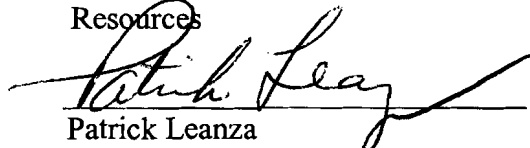
  
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Nancy Blaisdell

  
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Dr. Raymond Colucciello  
Superintendent

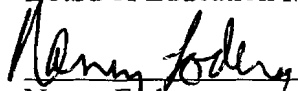
  
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Jerrilyn Cummings

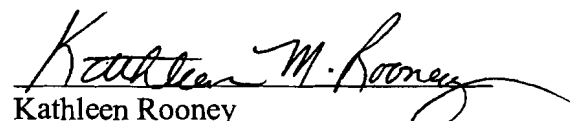
  
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Patricia Nugent  
Director, Community and Human  
Resources

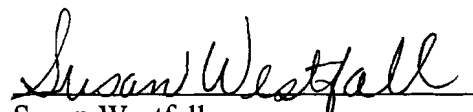
  
\_\_\_\_\_  
Patricia LaGalles

  
\_\_\_\_\_  
Patrick Leanza  
Board of Education Member

  
\_\_\_\_\_  
Catherine Nichols

  
\_\_\_\_\_  
Nancy Federa  
Board of Education Member

  
\_\_\_\_\_  
Kathleen Rooney

  
\_\_\_\_\_  
Susan Westfall

## APPENDIX A – EVALUATION FORM

### Ballston Spa Central School District PERFORMANCE APPRAISAL FOR TEACHING ASSISTANTS

Name of Employee \_\_\_\_\_ Building Employed \_\_\_\_\_

Date of Evaluation \_\_\_\_\_

	Applies to Employee		Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
<b>Job Performance Factors</b>					
1. Monitors the work of students with attention to student needs. COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
2. Interprets instruction to students and transmits mechanics of programs/materials and reports them to teacher(s). COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
3. Recognizes students' problems and/or progress in working with materials and reports them to teacher(s). COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
4. Organizes materials and maintains records accurately and thoroughly. COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
5. Produces materials as directed. COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
6. Knows school rules and procedures. COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____
7. Enforces school rules and procedures with appropriate feedback to students, co-workers, and supervisors. COMMENTS _____ _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>	_____	_____	_____

**Job Performance Factors**

	Applies to Employee	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
8. Maintains control of students. COMMENTS _____ _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____	_____
9. Maintains positive relationships with students and staff. COMMENTS _____ _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____	_____
10. Takes direction, accepts responsibility, follows through on assignments. COMMENTS _____ _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____	_____
11. Reports to work and to assignments on time, ready to work. COMMENTS _____ _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____	_____
12. Maintains confidentiality of information regarding students and colleagues. COMMENTS _____ _____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____	_____

**Supervisory Comments**

(1) Acknowledgment of Special Strengths or Commendable Behavior:

(2) Suggestions for Improvement of Performance:

This evaluation was prepared in consultation with: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have reviewed this evaluation and discussed the contents with my supervisor. My signature means that I have been advised of my performance and does not necessarily imply that I agree with the evaluation or the contents. I understand that I may make comments and that my comments will be placed in my personnel folder.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX B**

**PERFORMANCE OBSERVATION  
FORM**

The purpose of the Ballston Spa Center of District's Professional Performance Observation is to foster instructional improvement and growth.

All non-tenured teaching assistants are observed twice annually based on the criteria listed below. The one of the following remarks: Strength/Recommendations

*Subject to Negotiations*

**A. Content** The teaching assistant shall demonstrate a knowledge of subject matter and curriculum.

Strengths:  
\_\_\_\_\_  
\_\_\_\_\_

Recommendations:  
\_\_\_\_\_  
\_\_\_\_\_

**B. Instructional Delivery:** The teaching assistant shall deliver instruction that results in active student involvement and appropriate teaching assistant/student interactions resulting in student learning.

Strengths:  
\_\_\_\_\_  
\_\_\_\_\_

Recommendations:  
\_\_\_\_\_  
\_\_\_\_\_

**C. Student Management:** The teaching assistant shall demonstrate student management skills supportive of diverse student need. The teaching assistant shall be responsive to classroom teacher's direction.

Strengths:

Recommendations:

**D. Student Development:**

The teaching assistant shall demonstrate knowledge of student development, an understanding and appreciation of diverse learning styles and the application of appropriate instructional strategies.

Strengths:

Recommendations:

**E. Student Assessment:**

The teaching assistant shall implement assessment techniques to measure student progress in relation to appropriate learning standards.

Strengths:

Recommendations:

**Ballston Spa Central School District**  
**Office of Community & Human Resources**

**Employee Leave Request / Accounting Form**

This form is to be completed and signed by an employee in order to request paid leave time. Vacation and Personal Leave may require pre-approval based on your contract. Please forward the completed form to your supervisor for approval.

**Note:** One form should be completed for multiple days as space permits.

(Please Print)  
 Employee Name \_\_\_\_\_ SS# \_\_\_\_\_  
 Position \_\_\_\_\_ School/Department \_\_\_\_\_

**Personal Leave** (CSEA employees are eligible to take ¼, ½ [bus drivers only], ½, or full day leaves. All other employees may only take ½ or full day leaves.)  
 Date Requested: \_\_\_\_\_ am/pm (circle) Reason/Description: \_\_\_\_\_ Time requested: \_\_\_\_\_  
 Date Requested: \_\_\_\_\_ am/pm (circle) Reason/Description: \_\_\_\_\_ Time requested: \_\_\_\_\_  
 Date Requested: \_\_\_\_\_ am/pm (circle) Reason/Description: \_\_\_\_\_ Time requested: \_\_\_\_\_  
*(If necessary, consult your respective contract)*  
 Total Time Requested (e.g. ¼, ½, 1 day) \_\_\_\_\_

**Vacation Leave** (This section *does not* apply to BSTA, ATA employees, or 10 mo. CSEA or Head Start employees.)  
 Date(s) Requested: \_\_\_\_\_ to/and \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_  
 Date(s) Requested: \_\_\_\_\_ to/and \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_

**Bereavement Leave** (This section applies only to CSEA & Head Start employees; all others request this type of leave under the Personal Leave section of this form.)  
 Date(s) Requested: \_\_\_\_\_ to \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_  
 Relationship of deceased: \_\_\_\_\_

**Jury Duty** (Jury duty has no limit and is non-deductible leave for all district employees.)  
 Date(s) Requested: \_\_\_\_\_ to \_\_\_\_\_ Number of Days Requested: \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor Response:**  Approved  Denied (Forward to the Office of Community and Human Resources)  
 Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**District Office Response:**  Approved  Denied  
 Superintendent /Designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**APPENDIX D**  
**GRIEVANCE FORMS AND LETTERS**

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #1 - Cover Sheet

Grievance No. \_\_\_\_\_

Aggrieved Party: \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

Grievance Stage: \_\_\_\_\_

Date Submitted to Principal \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievance Representative

Date Received by Principal \_\_\_\_\_

Date Returned to Aggrieved Party \_\_\_\_\_

Grievance Stage \_\_\_\_\_

Date Submitted to Superintendent \_\_\_\_\_

Date Received by Superintendent \_\_\_\_\_

Date Returned to Aggrieved Party \_\_\_\_\_

Grievance Stage \_\_\_\_\_

Date Submitted to Board \_\_\_\_\_

Date Received by Board \_\_\_\_\_

Date Returned to Aggrieved Party \_\_\_\_\_

Grievance Stage \_\_\_\_\_

Date of Demand for AAA Arbitration \_\_\_\_\_

Date of AAA Arbitrator's Decision \_\_\_\_\_



BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #2 - Statement of Grievance

Grievance No \_\_\_\_\_ Stage No. \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

Provision in Violation:

Statement of Grievance:

\_\_\_\_\_  
(Signature of Aggrieved Party)

\_\_\_\_\_ (Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #3 - Report and/or Decision

Grievance No \_\_\_\_\_ Stage No. \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

Report and Decision:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #4 - Request for Meeting

Grievance No \_\_\_\_\_ Stage No. \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #5 - Request for Parties in Interest

Grievance No \_\_\_\_\_ Stage No. \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #6 - Notice for Meeting

Grievance No \_\_\_\_\_ Stage No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #7 - Demand for AAA Arbitration

Date \_\_\_\_\_

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

(Address) \_\_\_\_\_

(City and State) \_\_\_\_\_

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

(Quote Arbitration Clause)

hereby demands arbitration thereunder.

NATURE OF DISPUTE:

REMEDY SOUGHT:

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_

Telephone \_\_\_\_\_

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

BALLSTON SPA CENTRAL SCHOOL DISTRICT  
Ballston Spa, New York

Form #8 - Claim of Error

Grievance No. \_\_\_\_\_ Stage No. \_\_\_\_\_

Aggrieved Party \_\_\_\_\_

Claim of Error:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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