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ADI / 4547

PROFESSIONAL AGREEMENT
BETWEEN
BALLSTON SPA ADMINISTRATIVE COUNCIL
AND
CHIEF EXECUTIVE OFFICER
OF
THE BALLSTON SPA CENTRAL SCHOOL DISTRICT
FOR
JULY 1, 2005 UNTIL JUNE 30, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 16 2007

ADMINISTRATION

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ARTICLE I
RECOGNITION

The Ballston Spa Central School District (“District”), having determined that the Ballston Spa Administrative Council (“Council”) is supported by a majority of the Principals, Assistant Principals, Director of Physical Education, Health and Athletics, Secondary Support Services Coordinator, and Instructional Supervisors in a unit composed of such personnel, hereby recognizes the Ballston Spa Administrative Council as the exclusive negotiation agent for the employees in such unit.

ARTICLE II
NEGOTIATIONS

- A. The Board and the Council shall negotiate in a good faith effort to reach agreement over salaries, and other terms and conditions of employment. Any agreement so negotiated shall apply to all unit members employed in the District regardless of membership or lack thereof in the Council.
- B. The parties shall negotiate in accordance with their respective obligations and responsibilities under the Taylor Law (New York State Civil Service Law §200, et. seq.).
- C. Every effort will be made to provide unit members with their notification of salary as promptly as possible following the conclusion of negotiations between the Council and the Superintendent of Schools.

ARTICLE III
REMUNERATION

A. SALARIES

1. The following total FY2005-06 salaries have been established for unit members:

Principals

D'Agostino, S.	\$82,404
Jensen, K.	\$99,605
Lopez, J.	\$106,405
Selkis, M.	\$86,404
Stuetzel, H.	\$111,206

Assistant Principals

Miranda, P.	\$84,251
Paton, W.	\$84,358
Ruberti, R.	\$69,703
Stratton, M.	\$74,503

Instructional Supervisors

Chaucer, K.	\$62,103
Cloutier, K.	\$68,820
Hunter, M.	\$64,503

Secondary Support Services Coordinator

Phelan, P.	\$102,004
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Director of Health, Athletics and PE

Cotugno, A.	\$102,332
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2. In subsequent years of the contract, unit members will annually receive a salary increase of CPI (as delimited in paragraph 3 below) and will receive a step increase contingent upon receiving a positive annual evaluation of performance. Unit members who have reached the top of their position's salary range (Appendix A) are eligible to receive the step but it is not added to their base salary for the following year.

For fiscal 2006-07, the step increase will be \$2,060 for Principals, Secondary Support Services Coordinator, and Director of Health, Athletics and PE, and \$2,472 for Assistant Principals and Instructional Supervisors. This step increase will be paid out over the payrolls in the school year. This step amount will be adjusted each year of the contract by the same CPI used to increase salaries.

3. The CPI used to adjust salaries for each year of the contract will be based on the Northeast Urban Consumer Price Index, capped at 3.0%, for the calendar year ending within the prior fiscal year. For example, the FY2006-07 CPI adjustment will be based on the 2005 calendar year CPI percent change as published by the U.S. Department of Labor.

4. Evaluation is based on performance in the five categories of (1) continuous improvement measures, (2) relationships, (3) communication, (4) management, and (5) leadership (see Appendix B). A positive annual evaluation warrants movement to the next career level (step) and resulting salary increase. Partial increases may be awarded based upon criteria established. Evaluations for all unit members will be completed by June 1st of each year.
 5. For fiscal year 2006-07, a one-time adjustment of \$1,000 will be added to the base salary of current unit members holding the position of assistant principal, and a one-time adjustment of \$500 will be added to the base salary of current unit members holding the position of instructional supervisor.
 6. New hires will have their salary determined by the Superintendent, in consultation with the unit President.
- B. One Time \$2,000 Payment - Each bargaining unit member who has more than 20 years cumulative service with the District shall be eligible to elect to receive a salary raise of \$2,000 to be payable for one year only. Such raise shall be payable in the school year following the date the bargaining unit member files a written request with the Superintendent to elect to receive such salary raise. For any year following the year in which salary raise of \$2,000 was paid, the salary of such bargaining unit member shall be computed excluding such salary raise of \$2,000. Each bargaining unit member shall be entitled to exercise such election only once during his/her employment with the District.
- C. Credit Increments - Credit increments shall be as follows:
1. Salary credit for newly earned graduate study hours will be paid at the rate of thirty-four (\$34) dollars for each credit earned.
 2. Salary credit for newly earned graduate study hours will be granted in September and February. Credits earned prior to the first semester shall be substantiated by an official transcript filed in the Central Office by December 1. Credits earned during the first semester shall be substantiated by an official transcript files in the Central Office by June 1. Credits earned will be paid by the second payday following submission of the official transcripts by an adjusted salary payment. In the event that an official transcript is delayed through no fault of the bargaining unit member, the District will accept reasonable proof that the graduate course has been successfully completed. The bargaining unit member will receive a receipt for the transcript or other reasonable proof of submission of same to Central Office.
- D. Degree Stipends - An additional five hundred fifty (\$550) dollars will be granted for the attainment of a Master's Degree, a Specialist Degree, or a Doctorate, with a limit of one thousand one hundred (\$1,100) dollars in the aggregate.
- E. Retirement Incentive

1. The District shall pay a supplemental benefit bridge payment to any member of the bargaining unit who retires from the District, pursuant to the regulations of the NYS Teachers Retirement System, prior to the age at which (s)he is eligible for any type (i.e., full or reduced) Social Security retirement benefits. Such bridge payment shall be paid to the bargaining unit member at the effective date of retirement. The bridge payment shall be calculated as 4% of one year's base salary multiplied by the number of years between retirement age and the age at which the retiree first becomes eligible for Social Security retirement benefits. The maximum number of years that may be used in the above calculation shall be seven. ("Base Salary" is defined for purposes of this Section as including salary, additional credit hours, degrees, and leadership compensation, but excluding all other forms of compensation). Such base salary may be selected by the retiree from any one of said retiree's last three years of employment with the District.
2. A bargaining unit member who retires pursuant to paragraph 1 of this Section shall also receive a per diem pay ("per diem" is defined for purposes of the Section as 1/200 of base salary) for each day of personal leave accumulated in excess of one hundred and ten (110) personal leave days, up to a maximum of fifty (50) such excess days. This per diem payment shall be calculated by multiplying fifty percent of the retiree's base salary per diem rate in June 1 of the year of retirement by the number of personal leave days accumulated in excess of one hundred and ten (110) such days, up to a maximum of fifty such excess days.
3. A bargaining unit member must have completed a minimum of ten (10) years of permanent employment with the District at the time of retirement to be eligible for any of the benefits provided for in this Section.
- 4(a). A member of the bargaining unit who wishes to receive the benefits provided for in this Section must provide the Superintendent with written notice of his/her intent to apply for said benefits no later than January 21 of the calendar year in which the retirement would become effective. Thereafter, said member shall, no later than April 1 of said year, submit a letter of retirement for immediate acceptance by the Board of Education. Such retirement shall be effective at the opening of the subsequent school year.
- (b). A unit member who first becomes eligible to retire pursuant to the regulations of the NYS Teachers' Retirement System between the date of the first day of the school year and December 31 may opt to retire on December 31. All other conditions of Article III, Section F apply under this circumstance.

ARTICLE IV
PERSONAL ILLNESS

- A. A bargaining unit member may be absent without loss of salary on account of personal illness or physical disability pursuant to the provisions of this Article.
- B. A bargaining unit member hired prior to July 1, 1994 will have available for personal illness or physical disability eighteen (18) days. Bargaining unit members hired on or after July 1, 1994 will receive twelve (12) such days. Effective July 1, 1998 all unit members shall have available a bank of one hundred twenty (120) sick leave days to be used if (s)he should use all his/her sick leave days credited and accumulated under this paragraph. For each year of employment, the number of days available in the sick leave bank shall be reduced by 12 days. As days in the sick leave bank are depleted they shall not be replenished.

A bargaining unit member will have available five (5) of the eighteen (18) or twelve (12) days for serious illness in the employee's immediate family. The bargaining unit member will notify the Superintendent when (s)he uses sick days for this purpose.
- C. Accumulated unused leave under this Article shall be unlimited for those bargaining unit members hired prior to July 1, 1994. Those members hired on or after July 1, 1994 may accumulate a maximum of one hundred twenty (120) days of unused leave.
- D. It is the responsibility of the bargaining unit member to keep the Superintendent informed about the nature of the illness or physical disability.
- E.
 - 1. A maximum of five (5) unused sick days per year may be added to accumulated unused personal days for the purpose of the retirement incentive provided in Article III(E)(2).
 - 2. Any bargaining unit member who desires to have unused sick days previously accumulated, credited to his/her accumulated unused personal days in accordance with paragraph (1) above shall notify the District before April 1st of the school year in which the unused sick leave days are to be credited towards accumulated personal days for the purpose of the retirement incentive.

ARTICLE V
LEAVES OF ABSENCE

A. Temporary Leaves of Absence

1. Personal Leave

- a. Unit members shall be entitled to six (6) days of personal leave per year which may be used for personal leave, bereavement leave, emergency leave or any other reason approved by the Superintendent.
- b. Of the six days provided, three unused days may be "cashed in" or exchanged annually for additional vacation days (beyond those provided in Article V A.2.a.). Such declaration must be made by June 30 of the year in which the days were unused.
- c. Requests for use of this leave shall be made to the Superintendent a reasonable time prior to the use of any such leave.

2. Vacation Leave

- a. Effective July 1, 1994, bargaining unit members shall be entitled to twenty (20) days of paid vacation leave per year.
- b. Bargaining unit members shall submit to the Superintendent for his/her prior approval their vacation schedules a reasonable period of time in advance of the dates of requested use.
- c. Except as noted hereafter, vacation leave not used by a unit member in a given year shall be forfeited and shall not accumulate or accrue in any manner. Bargaining unit members shall have the option to roll over nine (9) unused vacation days annually. The first nine days of vacation leave used in the next year shall be considered to be the roll over vacation leave days. On June 30, 2001 the roll over option will be reduced to five (5) unused vacation days.
- d. Payment for unused vacation leave will only occur in the following circumstance:
 - (i) If Council members are precluded from using all or part of their vacation leave in any given year as a result of job requirements assigned by the District and they receive written approval from the Superintendent affirming that such leave could not be used due to District requirements, then a Council member shall be paid for any such unused vacation leave.
 - (ii) Such payment shall occur at or near the end of the District's fiscal year and shall be based on a per diem rate for that

ARTICLE V
LEAVES OF ABSENCE (CONTINUED)

Council member of one two hundredth's (1/200) of the member's annual salary for the year in which the vacation leave was earned.

B. Extended Leaves of Absence

1. The District agrees that the following leaves of absence without pay will be granted for the following reasons:
 - a. To engage in Council (local, state or national) activities.
 - b. To join the Peace Corps, Vista, or the National Teaching Corps or to serve as exchange teacher.
 - c. For further study or travel.
 - d. For a bargaining unit member whose personal illness extends beyond the period of accumulated sick leave, for such time as necessary for complete recovery from such illness.
 - e. All benefits to which a bargaining unit member was entitled at the time the member's leave of absence was commenced, including unused accumulated sick leave, will be restored upon return and the bargaining unit member will be assigned to a similar position in the same tenure area which the bargaining unit member held at the time said leave commenced. Bargaining unit members who use a leave of absence for educational advancement or certification in new areas may ask to be placed in their new area upon their return. A bargaining unit member who returns from such leave will be returned at the same salary level as the member received at the time the leave commenced.
 - f. All requests for leaves or extensions or renewals of leaves will be applied for in writing.
 - g. Other extended leaves of absence may be granted at the discretion of the District.
 - h. Any extended leave of absence for any of the foregoing purposes shall be for a maximum period of one year. Upon the written request of the bargaining unit member, the Superintendent may extend any such leave for an additional period of up to one year.
2. Unpaid Child Rearing Leave - Maternity Leave*
 - a. Any employee who desires unpaid child rearing leave* for the purpose of caring for a newborn child at home shall make a written request for such leave at least four (4) months prior to the expected date of birth.

ARTICLE V
LEAVES OF ABSENCE (CONTINUED)

- * In addition to child rearing leave, the District also recognizes maternity leave which shall be defined for purposes of this Article as unpaid leave requested by a pregnant bargaining unit member for the period prior to the commencement of the period of pregnancy related disability leave.

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

- c. All employees on child rearing leave or maternity leave in the District shall be privileged to continue under the contributory insurance plans including dental insurance. The employee shall pay 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 leave or maternity leave.

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

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

- f. Leave shall be available to an employee in the case of adoption subject to applicable conditions above.

ARTICLE VI
INSURANCE

A. Life Insurance

1. In exchange for valuable service performed for the District and pursuant to the conditions contained in this Article, the District shall make available for members of the unit the opportunity to apply for a \$100,000 face value Life Insurance Policy.

Each unit member shall be the owner of his/her respective policy and may exercise all ownership rights thereunder except as otherwise provided in this Agreement and any executed collateral assignment. The insurance policies provided herein shall not be assigned without the express written authorization of the District. Premium payments for this policy shall be made under a split-dollar plan as set forth below.

2. For the purpose of assisting the unit member in paying premiums on this policy during the term of this Agreement, the District will pay the annual net premium due any policy obtained pursuant to this Article. Each premium payment shall constitute an interest free loan from the District to the unit member under the terms of this paragraph. The District will attribute to each unit member income on each unit member's W-2 form in accordance with Internal Revenue Service Ruling 64-328 or other appropriate ruling, based on the amount of protection payable to the beneficiary of the unit member's choice or other appropriate standards established by the Internal Revenue Service. Each unit member shall be solely responsible for the payment of federal and state income taxes and FICA taxes due thereon and shall hold the District harmless for the payment of taxes, including any penalties and interest.
3. Each unit member shall be indebted under this split-dollar insurance plan to repay the District the total amount which the District pays as premiums on said unit member's above-described policy. The District may not demand repayment of any of the above listed unit member's indebtedness until the surrender of said unit member's policy set forth above, or upon the cancellation or termination of said unit member's policy for any reason, or upon the death of said unit member. Repayment may be demanded by the District and shall be made forthwith upon any of the above events occurring. As Security for the repayment of this indebtedness, each unit member hereby makes and shall provide to the District a collateral assignment of the policy to the District. The District agrees to execute any instrument necessary to permit the unit member to utilize the economic value of this policy to the extent that, in the sole judgment of the District, the District's security for the above described indebtedness is not impaired.
4. In accordance with the provisions of the above policies and as a condition on the District's continuing obligation to pay premiums, all dividends thereon paid to any unit member shall immediately be endorsed and/or otherwise made payable to the order of the District and each unit member shall execute any and all documents as may be necessary to ensure that all dividends are used to purchase paid-up additional insurance.

ARTICLE VI
INSURANCE (CONTINUED)

5. This Agreement regarding life insurance shall remain in force between the District and each respective unit member until said unit member leaves the employ of the District or dies. The District shall not be obligated to pay any premiums on the insurance policy of any unit member who leaves the employ of the District, nor shall any obligation to pay premiums on the insurance policy of any unit member exist after the surrender, cancellation or termination of said unit member's policy. Retirement from the service of the District shall be considered employment for purposes of this paragraph.
6. Bargaining unit members hired on or after July 1, 1994 shall be permitted to participate in the life insurance program set forth above upon receiving tenure with the District.

B. Health Insurance

1. Plan -

- a. Members of the bargaining unit shall receive the health care insurance selected by the employer. Except as provided below, such health care insurance as selected by the employer must be equal to or better than that provided by the employer as of June 30, 1984.
- b. Under the terms of the existing Empire Blue Cross/Blue Shield Health Plan, the District will provide a \$1.00 co-pay prescription drug plan for all unit members. The District may also change the hospitalization portion of the health coverage to require a one hundred dollar (\$100.00) deductible for each hospitalization. Nothing in this paragraph shall be interpreted to prevent the District from exercising its right, as set forth above, to select a different health insurance carrier.

2. Premium Contribution -

- a. All unit members hired prior to July 1, 1994 shall contribute toward the premium cost of his/her individual, two person or family health insurance plan, an amount equal to 25% of such premium cost or 3% of the individual administrator's annual income, whichever is less. Said contributions shall be deducted from the member's pay in accordance with standard District policy. The District shall pay the remaining portion of premium costs for such health insurance plan.
- b. All unit members hired on or after July 1, 1994 shall contribute 25% of the cost of the premiums for an individual, two-person or family health insurance plan. Said contributions shall be deducted from the member's pay in accordance with standard District policy. The District shall pay the remaining 75% of the premium costs for such health insurance plan.

3. Health Insurance Non-participation Reimbursement -

- a. Any bargaining unit member hired prior to July 1, 1994 who is eligible for family health insurance who elects not to receive such coverage under the health insurance plan offered by the District for a full school year, shall receive a lump sum payment of seven hundred fifty (\$750) dollars. Any such unit member eligible for a family health insurance plan who selects an individual plan, or any such employee eligible for an individual health insurance plan who elects not to receive any health coverage under the health insurance plan offered by the District for a full school year shall receive a lump sum payment of four hundred (\$400) dollars.
- b. Any bargaining unit member hired on or after July 1, 1994 who is eligible for family health insurance who elects not to receive any coverage under the health insurance plan offered by the District for a full school year, shall receive a lump sum payment of one thousand (\$1,000) dollars. Any such unit member eligible for a family health insurance plan who selects an individual plan, or any such unit member eligible for an individual health insurance plan who elects not to receive any health insurance coverage under the health insurance plan offered by the District for a full school year shall receive a lump sum payment of five hundred (\$500) dollars.
- c. Any bargaining unit member who wishes to elect the options set forth above may do so either (a) at the time of his/her initial hiring, (b) at the end of any school year effective on July 1st of the following school year, or (c) at any other time during the school year limited to a maximum of once per school year.
- d. All bargaining unit members wishing to elect this provision effective on July 1 of the following school year must give notice to the District in writing on a yearly basis by June 1st of the prior school year. Unless such notice is given by June 1, bargaining unit members will be enrolled on the District Health Insurance Plan effective July 1 each year. Bargaining unit members wishing to elect this provision during a school year can only do so upon written notice submitted to the District by the 15th of the month effective on the 1st day of the following month.
- e. Once a bargaining unit member elects to receive this payment in lieu of health insurance, such election shall remain in effect until the end of the school year (i.e., June 30) or until withdrawn by the bargaining unit member in writing which may be done only once during the school year upon written notice submitted to the District by the 15th of the month effective on the 1st day of the following month.
- f. In no event will any bargaining unit member be allowed to opt out and in, more than once during any school year. Bargaining unit members who elect to opt out and/or in during a school year will be subject to any restrictions of the carrier and will in no event be allowed to do so sooner than the 1st day

ARTICLE VI
INSURANCE (CONTINUED)

of the month immediately following the request to opt out and/or in which must be submitted by the 15th of the preceding month.

- g. Payment will be made in a lump sum payment to the bargaining unit member on the last pay period in June.

C. Dental Insurance

1. Plan -

- a. The District shall make available the Blue Shield Dental plan for individuals, full payment basic contract, Riders A, B and C. The District shall make available the Blue Shield Dental Plan, full payment basic contract, Riders A, B, C and D Family Plan for those bargaining unit members desiring the Family Plan.
- b. The District may select a different dental insurance carrier provided the benefits to members of the bargaining unit are equal to or better than the benefits in effect on June 30, 1984 under the above described Blue Shield benefit plans.

2. Premium Contribution -

- a. Unit members shall contribute 25% of the premium cost of the dental plan (individual or family) selected by said bargaining unit member. Said contribution shall be deducted from the member's pay in accordance with standard District policy. The District shall pay the remaining 75% of the premium costs for such dental insurance plan.

D. Retiree Health Insurance -

- 1. For bargaining unit members who retire on or before July 2, 1995, the District will pay the full cost of premiums for either an individual or family health insurance plan (based on family/non-family status).
- 2. For bargaining unit members who retire subsequent to July 2, 1995, the District will provide health insurance coverage only to employees who have five or more years of service to the District and subject to the following conditions:
 - a. For employees with 5 or more years of service but less than 10 years service in the District, the District will pay 50% of the premium cost of an individual or family plan.
 - b. For employees with 10 or more years of service but less than 20 years service in the District, the District will pay 90% of the premium cost of an individual or family plan.

- c. For employees with 20 or more years of service but less than 25 years service in the District, the District will pay 95% of the premium cost of an individual or family plan.
 - d. For employees with 25 or more years of service in the District, the District will pay 100% of the premium cost of an individual or family plan.
 - e. Said premium payments by the District under this section shall terminate upon the death of the retiree, unless a later termination date is required by applicable external law.
- E. Section 125 Plan - 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 which enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans.

ARTICLE VII
WORK YEAR

A. Work Year

The work year for unit members shall be twelve (12) months.

B. Paid Holidays - Unit members shall be entitled to the following thirteen (13) paid holidays per year: Labor Day, Columbus Day, Veterans Day, Thanksgiving and the day after, Christmas and either the day before or after, New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, and Independence Day (July 4th).

ARTICLE VIII
STAFF ASSIGNMENTS

- A. The Building Principal and his/her administrative staff shall be consulted by the Superintendent or his/her designee prior to actions affecting personnel or program within that building.
- B. Except in those emergencies where neither is readily available, the Building Principal or, in his/her absence, the Assistant Principal, shall be consulted in all matters of professional personnel selection, assignment, transfer, or evaluation related to any program conducted in his/her building, including those areas supervised by instructional teacher leaders.
- C. Except in those emergencies where neither is readily available, the Building Principal or, in his/her absence, the Assistant Principal, shall be consulted in the selection, assignment or transfer of non-certificated personnel within his/her building.

ARTICLE IX
ADMINISTRATIVE RELEASE TIME FOR
PROFESSIONAL DEVELOPMENT

In order to encourage administrators to participate in advanced education programs which will assist them in further developing their skills for more efficient and productive performance in their position, they may request release time from their administrative duties to pursue such studies. An administrator requesting release time for professional development will need to submit a written proposal to the Superintendent for review and submission to the Board of Education for approval prior to the start of the proposed activities. This document should include:

- College or school which the administrator is affiliated
- Educational goals to be addressed by the leave
- Description of program and requirements
- Schedule of release time
- Timeline and description of activities
- Anticipated impact on the administrator's school and appropriate responses
- Outcomes that will be achieved by the release time

The release time program is designed to provide an administrator with the "flexible time" needed to pursue opportunities designed to enhance professional growth and development. All requests for release time must be related to the study of educational administration, supervision, or curriculum development. Approval of such requests shall be at the discretion of the Board of Education, based on perceived benefits to both the District and the individual and financial implications.

ARTICLE X GRIEVANCE PROCEDURE

A grievance is a claim by a member of the Ballston Spa Administrative Council based upon an event or condition, which affects the meaning or application of any of the provisions of this Agreement.

STAGE 1

An Administrator with a grievance will first discuss it directly with the Superintendent within 20 school days of the date of the grievance with the objective of resolving the matter informally. Any grievance not initiated within 20 school days of the date of the grievance in accordance with this provision, shall be deemed waived.

If the aggrieved person is not satisfied with the disposition of his/her grievance or if no decision has been rendered within 20 school days, he/she shall submit his/her grievance in specific terms in writing to the Superintendent. The Superintendent shall respond in writing within 20 school days after receipt of the written grievance.

STAGE 2

If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 1, or if no decision has been rendered by the Superintendent within 20 school days after submission of the grievance to the Superintendent, then the grievance may be filed in writing with the Board of Education.

Within 20 school days or by the next scheduled Board meeting after receiving the written grievance the Board will meet with the aggrieved person and a representative of the Administrative Council, if the Administrator wishes, for the purposes of resolving the grievance.

STAGE 3

If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 2, or if no decision has been rendered within 20 school days after the first meeting with the Board, he/she may submit the grievance to arbitration with the approval of the Administrative Council.

Within 20 school days after such request for arbitration, the parties in interest shall request an arbitrator of the American Arbitration Association, or with the Public Employment Relations Board.

The arbitrator shall have no power or authority to make any decision which is in violation of law or that is a violation of this Agreement.

The decision of the arbitrator shall be advisory to the Board of Education.

No reprisals of any kind will be taken by the Board of Education or any member of the Administrative Council against any party in interest or any other participant in the grievance procedure by reason of such participation.

All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the employees.

ARTICLE XI
MISCELLANEOUS

- A. Upon request, building administrators shall be provided with specific information regarding the status of their budget accounts in all areas within a reasonable time.
- B. All bargaining unit members who are assigned to more than one school shall be compensated for travel between schools at the same rate granted New York State employees. Their schedules shall be adjusted to allow for reasonable time for such interschool travel.
- C. The Building Principals and their Assistants shall serve as a consultative group to District negotiators and the Superintendent of Schools as the Chief Executive Officer of the Ballston Spa Central School District relative to those teachers' requests not directly related to salary or other economic benefits.
- D. Matters of pupil supervision which result from negotiations with teachers by the Superintendent of Schools which relieve them of non-instructional duties, shall be resolved with increased para-professional personnel and not by adding to the duties of administrators except in emergencies of short duration.
- E. The District will provide payroll deductions for tax sheltered annuities and life insurance for unit members upon receipt of written authorization from the unit member.
- F. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- G. This agreement shall constitute the full and complete commitments between the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement.
- H. The Ballston Spa Central School District recognizes the constantly changing and expanding duties for the members of the Ballston Spa Administrative Council. While this agreement defines salaries and conditions of employment, the Superintendent and the Administrative Council will use flexibility and discretion in its administration of this agreement.

ARTICLE XII
LAW SAVING CLAUSE

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is or shall be at any time contrary to law, Federal or State, or shall be found to be invalid by a decision of a court of competent jurisdiction, then such provision, or application, shall be no force and effect except to the extent provided by law, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE XIII
DURATION

The provisions of this agreement shall be effective as of July 1, 2005 and shall continue in full force and effect through June 30, 2008. Negotiations for a successor agreement will be commenced not later than the 15th day of February preceding the stipulated expiration date of this agreement.

FOR THE BALLSTON SPA
CENTRAL SCHOOL DISTRICT

FOR THE BALLSTON SPA
ADMINISTRATIVE COUNCIL

Kathleen Jarvis
President, Board of Education

Dr. Raymond Colucciello
Superintendent of Schools

Dr. Helen Stuetzel
President, BSAC

APPENDIX A

Salary Ranges: FY2005-06

	<u>Minimum</u>	<u>Maximum</u>
High School Principal	89,604	117,605
Middle School Principal	84,004	112,005
Elementary Principal	78,404	106,405
Assistant Principals	61,603	95,204
Instructional Supervisors	61,603	95,204
Director of Health, Athletics, and Physical Education	67,203	100,805
Secondary Support Services Coordinator	67,203	100,805

NOTE: Salary ranges are adjusted each year by the same CPI, capped at 3.0%, used to adjust salaries as described in Article III, paragraphs 2 and 3.

APPENDIX B

Ballston Spa School District
Annual Evaluation of Administrators

Performance Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
1. Continuous improvement measures				
• Achieves targeted gains in student assessments				
• Meets district and building goals				

Comments:

Performance Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
2. Relationships				
• Maintains effective working relationships with fellow administrators, subordinates, parents, and students				
• Manages conflict effectively				
• Demonstrates teamwork				
• Mentors others				
Comments:				

Performance Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
3. Communication				
• Speaks/writes clearly and effectively				
• Responds in a timely and complete manner				
• Shares information and keeps others informed				

Comments:

Performance Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
4. Management				
• Manages time effectively; punctual				
• Gives attention to accuracy and detail				
• Establishes priorities, gets the job done				
▪ Meets timelines/deadlines; efficient				
▪ Exercises good judgment				

Comments:

Performance Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
5. Leadership				
<ul style="list-style-type: none"> • Establishes and meets long-range goals and objectives • 				
<ul style="list-style-type: none"> • Initiates change and supports district initiatives • 				
<ul style="list-style-type: none"> • Motivates others 				
<ul style="list-style-type: none"> ▪ Leads through example; encourages teamwork 				
<ul style="list-style-type: none"> ▪ Future thinking 				
<ul style="list-style-type: none"> • Seeks and demonstrates knowledge 				

Comments:

Percentage of increment granted is based on the following criteria, listed below:

0-5 checks in the Needs Improvement columns	100% of the increment is given
6-10 checks in the Needs Improvement columns	50% of the increment is given
11-20 checks in the Needs Improvement columns	0% of the increment is given
Any unsatisfactory checks in any columns	0% of the increment is given

Supervisor's Recommendation

_____ 100% of increment is to be awarded

_____ 50% of increment is to be awarded

_____ 0% of increment is to be awarded

Supervisor's signature

Date

My signature indicates I have seen and reviewed this document; it does not necessarily indicate agreement with its content.

Administrator's signature

Date

Definitions of Evaluation Terms

Commendable A rating of 'commendable' would be given when the employee's performance for that component skill or competency suggests that s/he has met the standards for the given job position and then exceeded them. These standards would be found in the approved job description for the position. S/he has gone above and beyond the standard duties and expectations and developed or contributed something that was not originally requested or expected.

Proficient A rating of 'proficient' would be given when the employee meets the standards for the given job position, as outlined in the approved job description. S/he meets the particular criterion in quite a satisfactory manner, but may not have gone beyond what is typically expected.

Needs Improvement This rating would be given if the employee met most, though not all, of the standards for the position, as identified in the approved job description.

Unsatisfactory A rating of 'unsatisfactory' would be given when the employee meets few or none of the standard expectations for the position, as identified in the approved job description. A letter of redirection or counsel might be found in the employee's personnel file.