

AGREEMENT

Between the
Niskayuna Central School District
and the
Niskayuna Administrator's Association
Effective July 1, 2017 through June 30, 2022

Note: "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 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

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ARTICLE I
RECOGNITION

1. The Board hereby recognizes the Niskayuna Administrators Association (the "Association" or "NAA") as the exclusive bargaining agent and representative for all building administrators in the following professional positions:
 - A. Elementary School Principals
 - B. Middle School Principals
 - C. High School Principal
 - D. Secondary School Assistant Principals
 - E. Administrator for Student Support Services
 - F. Assistant Administrator for Student Support Services
2. Any and all newly created administrative positions will be reviewed in a meeting with the Superintendent or designee and representatives of the NAA to determine the assignment of the position to the respective bargaining association.

ARTICLE II
FRINGE BENEFITS

1. The Board of Education shall continue to provide each member with fringe benefits. Such fringe benefits shall include:
 - A. Sick Leave

Each administrator covered by this agreement shall be credited with Twelve (12) days of paid sick leave as of July 1 of each school year.

Annual unused sick leave shall be accumulated up to a maximum of two hundred fifteen (215) days.

Sick leave may be taken for personal illness or disability

In the event of long term absence due to illness, the administrator shall utilize the sick leave allowance available, except that an administrator with ten or more years of service in the district (Niskayuna) may reserve up to ten (10) days (and others up to five (5) days) before receiving benefits under the Disability Insurance Program, provided a written request is made to the Business Office prior to the effective date of the request.

An election to reserve sick leave days may not be revoked.
 - B. Death in the Immediate Family

Each administrator will be allowed five (5) full days each year for each absence due to death in the immediate family, with no loss of pay. The Superintendent is to be notified in advance of the absence.

Members of the immediate family include husband, wife, children, brothers, sisters, father and mother, grandparents. And any other persons with whom the administrator has developed an immediate family-like obligation due to past personal relationships.

C. Business Other Than School Related and Illness in the Family

Each administrator will be allowed up to five (5) full days each year for business other than that, related to school with no loss of pay provided that the business matter cannot be taken care of outside of working hours or school calendar. Unused leave days shall be added to accumulated sick leave at the conclusion of each year. Under this policy, leave will not be granted for an administrator's wedding or honeymoon.

Administrators shall make a special effort to avoid being absent on a day before or after a school holiday.

Illness in the immediate family which requires the administrator's presence qualifies under this policy. Immediate family includes husband, wife, children, brothers, sisters, father, mother, grandparents and any other persons with whom the administrator has developed an immediate family-like obligation due to past personal relationships.

In the event of serious illness to someone in the immediate household which requires the attention of the administrator, and the five (5) days leave under this policy is exhausted, the administrator may be absent for up to five (5) additional days with the absence to be charged to available sick leave. If there are extenuating circumstances and the administrator has used the available time, the Superintendent may extend the leave time by five (5) additional days to be charged against available sick leave or as permitted by the Superintendent or designee.

A family affair qualifies under this policy. A family affair is defined as an occasion when matters of concern related to the personal lives of the immediate family as defined previously in the section have to be settled and the presence of the administrator is imperative. Examples of such occurrences would be the obligation a parent has for taking a child to college or the placement of a parent in a care center.

It is not intended to be a leave for personal or family recreation or a social engagement. Instances not included would be a vacation outside of the regular school calendar or family get together for social reasons.

The benefits listed in this section are in addition to any leave rights to which Association members are entitled pursuant to state and federal law, and the parties hereby agree that each individual Association member is entitled to the rights and benefits of the Federal Family and Medical Leave Act, among other. Nothing herein shall be construed to waive or reduce said legal rights.

D. Administrator Work Year

(1) The nature of administrative work requires that individual discretion be exercised in responding to time demands and work load. When excessive time demands occur, reasonable compensatory time will be agreed upon by the administrator and the superintendent. The administrator shall notify the superintendent prior to taking such time when such time involves one-half (1/2) day or more.

(2) The administrator shall work the full calendar year, excluding holidays, vacation or leaves in accordance with this Agreement, or conferences approved by the Superintendent of Schools or his designee.

E. Vacations and Holidays

(I) Holidays -Each administrator shall be entitled to these paid holidays in each school calendar year: Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day. Also, administrators shall be provided any additional holidays that are designated in the school calendar.

(2) Vacations - Each July first, employees shall be credited with 23 vacation days for use during the fiscal year. In the first year of employment, employees hired after July 1 shall receive vacation time on a pro-rata basis. Such vacation shall be credited and useable at the start of the fiscal year, or date of hire, but deemed earned on a prorata basis.

Upon completion of service with the district, any unused vacation days shall be paid to the employee. The daily rate for determining payment for unused vacation time shall be 1/240th of the current salary.

For those employees hired prior to July 1,2006, vacation time was earned during the first year of employment at the rate of two days per month up to 23 days, to be credited for use on July 1 of the following year. Therefore, at separation from the district, these employees shall be compensated for any unused vacation time, plus vacation time earned for each month of service in the final year of employment.

The employee may carryover up to five (5) unused vacation days per year to be used in the following year.

F. Mileage Expenses

In accordance with district procedural requirements, mileage expenses incurred going to and from recognized professional conferences, workshops, meetings, other district related business between buildings and other approved mileage expenses etc. shall be compensated at the IRS designated mileage rate.

G. Payroll Options:

(1) Tax Deferred Annuities -Administrators may participate in a tax deferred annuity program. The cost of administering the program shall be borne by the district.

(2) Credit Union -At their option, administrators may specify an amount to be deducted from their pay for deposit to their account with the School Systems' Federal Credit Union. All sums so deducted shall be deposited to the administrator's account in the Credit Union each pay period.

(3) Cafeteria Plan (Flex) Section 125 plan

A Section 125 flexible spending plan for medical and dependent care expenses shall be made available to all employees.

Note: Refer to the flexible spending account booklet for more information.

H. Sabbatical Leave

Administrators who have completed five (5) years of service in the district shall be eligible for sabbatical leave and shall receive half salary for a full year leave or full salary for a half year leave.

Any administrator accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the administrator resigns from the district service before the completion of one year of service after expiration of the sabbatical, he/she shall reimburse the district for that amount of money the unfulfilled one -year period bears to the full amount granted during such leave.

I. Tuition Reimbursement for Coursework

Administrators shall receive tuition reimbursement for taking accredited college courses approved by the Superintendent of Schools. The reimbursement rate shall be 100% of the tuition charge of the attended college or the tuition charges per credit hour for SUNY Albany, whichever is lower. Reimbursement for matriculation or other college fees for such courses shall also be made. This reimbursement rate shall be 50% of the college fees or 85% of the fees for courses taken at SUNY colleges, whichever applies.

Payment shall be made to the administrator upon providing evidence of course registration. An official transcript must be furnished to the district office providing evidence of successful completion of the course. Lack of such evidence shall result in the administrator reimbursing the district for the payment(s) received.

Administrators who receive tuition reimbursement pursuant to this provision and voluntarily sever employment with the District thereafter shall be responsible for reimbursing the District as follows:

Voluntary separation within one year of the latest payment made: administrator shall pay back of 100% all reimbursed tuition;

Voluntary separation between one and two years of the latest payment made: administrator shall pay back of 80% all reimbursed tuition;

Voluntary separation between two and three years of the latest payment made: administrator shall pay back of 60% all reimbursed tuition;

Voluntary separation between three and four years of the latest payment made: administrator shall pay back of 40% all reimbursed tuition;

Voluntary separation between four and five years of the latest payment made: administrator shall pay back of 20% all reimbursed tuition;

After five years, there shall be no obligation to pay back any reimbursed tuition.

J. Professional Development

Each administrator may attend one major conference every 3 years. The Association and District will agree on the roster for each year.

ARTICLE III

PROGRAM FOR PROFESSIONAL GROWTH AND EVALUATION OF SCHOOL ADMINISTRATORS

REFER TO APPENDIX "A" and "B" FOR DETAILS

ARTICLE IV

COMPENSATION

1. SALARY COMPUTATION

- A. 2017-18 - Effective July 1, 2017, each administrator shall receive a Specific flat increase, by individual, based upon mutual agreement between the unit and the district and is intended to effectively adjust for consistency purposes as follows:

Employee	Base	Flat Increase	Total
Anders, William	114,639	4,000	118,639
Baldwin-Nye, Shelley E	132,195	2,500	134,695
Berndt, Debra A	121,620	3,000	124,620
DiCaprio, Joseph R	112,090	4,500	116,590
Fasciglione, Shireen A	134,003	2,500	136,503
Jones, Eva L	118,714	2,000	120,714
Rakoczy, Luke	114,638	5,000	119,638
Rickert, John W	147,812	2,500	150,312
Sanderson, Jessica N	82,500	4,000	86,500
Wyld, Victoria L	113,040	5,000	118,040

2018-19 – Effective July 1, 2018, each administrator shall receive a 2.0% increase in the administrator's base salary.

2019-20 – Effective 1, 2019, each administrator shall receive a 2.25% increase in the administrator's base salary.

2020-21 – Effective 1, 2020, each administrator shall receive a 2.375% increase in the administrator's base salary.

2021-22 – Effective 1, 2021, each administrator shall receive a 2.5% increase in the administrator's base salary.

2. LONGEVITY

Longevity will be paid on the anniversary date of service based upon the number of total years of administrative experience in the school district. The rate shall be computed as follows:

Five to Nine Years (5-9)	\$1,200
Ten to Fourteen Years (10-14)	\$1,500
Fifteen to Nineteen Years (15-19)	\$1,800
Twenty Years of More (20+)	\$2,100

3. INSURANCE

A. Life Insurance

The district shall provide life insurance at 2.5 times the current salary to a maximum of \$250,000 in coverage.

B. Comprehensive Medical-Dental-Health Insurance

Health Insurance:

Health insurance is available to all members of the NAA. Blue Cross EPO (Exclusive Provider Organization) and Blue Cross PPO (Preferred Provider Organization) are the plans that are available. Dental insurance shall be provided through a self-funded, point of service plan (POS) that is administered by Delta Dental.

The annual percentage of premium for the EPO and Delta Dental plans to be paid by the employer and employee are listed below. The co-pay amounts for doctor visits as well as the deductible for the dental plan are also provided below.

	Employer %	Employee %	Co-pay	Dental Deductible
Effective January 1, 2013	75%	25%	\$20.	\$25-Ind/\$75-Family
Effective January 1, 2015	75%	25%	\$25.	\$25-Ind/\$75-Family

PPO Premiums -The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plans for the employee. A deductible of \$500 per individual up to \$1250 for family coverage shall apply. Upon meeting the deductible, the plan shall pay 70% of the covered charges for services rendered by a non-participating provider. The remaining 30% of the covered charges shall be borne by the employee for services rendered by a non-participating provider. Services provided by in-network providers shall be paid in full as outlined in the plan.

Retiree Health Insurance -When an employee retires with at least five years of service in the district, and qualifies for benefits under the New York State Teachers or Employees Retirement System, the employee shall be eligible for continued medical-dental insurance coverage.

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%.

Disability Coverage:

All full-time and half-time employees are required to belong to the District's group plan for disability coverage. These employees are eligible for short and long-term disability coverage at the rate of 60% of the monthly rate of basic earnings, reduced by other income benefits, if any. The payroll deduction is one-half (1/2) of one percent of the base salary. Employees sixty-four (64) years of age and older are not eligible for the long-term disability. Details of the disability program are described in the booklet provided by the insurance company.

4. RETENTION INCENTIVE

A. Compensation

For those Administrators hired September 1, 2005 or later, who retire with a minimum of five years of continuous service as an administrator to the district and are eligible for retirement under the New York State Retirement System, would receive \$2,000 for each year of service up to twenty-five years.

For those Administrators hired prior to September 1, 2005, with at least ten (10) years of continuous service as an administrator in Niskayuna and are eligible for retirement under the New York State Retirement System shall qualify for a retirement incentive of 50% of their previous 12 months' salary upon retirement. Administrators with at least 7, 8, or 9 service receives 35%, 8 years receives 40%, and 9 years receives 45%)

B. Eligibility

Effective July 1, 2014, administrators must be age 55 or older on July 1 in the final year of employment and must give the Superintendent written notice of intent to retire at least six months prior to retirement (may be shortened by approval of the Superintendent).

C. Payment of Incentive

The retirement incentive shall be paid in two equal installments. 50% of the incentive shall be paid within thirty days of the actual retirement date with the other 50% of the incentive to be paid within thirty days of the next calendar year. Both payments shall be paid by the District as a Non-Elective Employer Contribution to a 403(b) program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The first and second installments will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of each installment.

The district will select a 403(b) provider approved by the NAA as long as there is such a qualified provider for remittal of non-elective employer contributions. Should there not be such a qualified provider approved by the NAA at any time, the District and the NAA will mutually determine and agree to a sole 403(b) provider for remittal of non-elective employer contributions. Until such agreement between the District and the NAA is reached, the District shall select a sole 403(b) provider for remittal of non-elective employer contributions. This provider may be changed through mutual agreement but must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law preclude the employer from contributing the retirement incentive to a tax sheltered account, thereby obviating the intent of this agreement, the payment of the retirement incentive shall be paid directly to the employee through payroll, in two equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

1. A "contract grievance" is an alleged violation or inequitable application of this agreement.
2. An "aggrieved party" is the Administrator or group of Administrators or the Niskayuna Administrators Association making the claim or complaint.
3. The "parties in interest" are the aggrieved party and the party against whom action is being taken in order to resolve the claim or complaint.

B. Purpose

Both the Board of Education and the Association agree that all grievances should be resolved informally or at the earliest stage of this grievance procedure. Both parties realize that the procedure must be available without any fear of discrimination because of its use. Informal settlement, at any stage shall bind the immediate parties to the settlement so long as such final settlement is explicitly acknowledged in writing, but shall not serve as a precedent in a future grievance proceeding.

C. Time Limits

1. Failure at any step of this grievance to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision at that step.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
4. No grievance will be valid unless it has been raised at the Problem Discussion Level within 60 days after the alleged contract violation.

D. Procedural Levels

Problem Discussion Level-An administrator with an alleged grievance will discuss it informally with the Superintendent, stating that the discussion constitutes the Problem Discussion Level of the Grievance Procedure.

When the administrator is convinced and indicates to the Superintendent that the problem cannot be resolved at the Problem Discussion Level, the administrator has 10 school days thereafter to file a grievance related to the alleged contract violation.

The Association may file a grievance at Level 2 provided the grievance relates to the Association as a group.

Level I

Within five school days after receipt of the written grievance the Superintendent will meet with the parties in an effort to resolve the matter. The Superintendent shall render a written decision within eight school days after the meeting with the parties.

If the aggrieved party is not satisfied with the disposition of the grievance, or a decision is not rendered within the time limits specified, he/she may appeal in writing to the Board of Education with a copy to the Association within five school days after receiving the decision.

Level 2

Within 12 school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with the aggrieved party for the purpose of resolving the grievance. The Board shall render a written decision within 10 school days after the meeting with the aggrieved party.

E. Arbitration

1. Within 10 school days after receiving the written decision of the Board, the Association may submit the grievance to arbitration by written notice to the Board of Education.

2. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will submit a list of at least three suggested arbitrators to the other party. The Board of Education and Association will agree on a mutually acceptable arbitrator competent in the area of grievances, and will obtain a commitment from said arbitrator to serve. If the Association fails to submit its suggested list of arbitrators to the Board of Education, the grievance becomes null and void.

If the parties are unable to agree upon an arbitrator or to obtain a commitment within the five days, a request for a list of arbitrators will be made to the American Arbitration Association by

either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

3. The arbitrator's report shall be submitted in writing to the Superintendent and the Association. It shall set forth findings of fact, reasoning, conclusions, and decision of the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the provisions of the Agreement in arriving at a decision of the issue presented, and shall confine his decision solely to the application and interpretation of this Agreement.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The costs for the services of the arbitrator will be borne equally by the District and the Association.

F. Miscellaneous

1. All grievance records dealing with the processing of a grievance shall remain at the administrative level where resolution of the grievance is achieved. When a decision is appealed, a copy of all records shall be forwarded to the next level. Records and decisions shall be filed separately from the personnel folder of the aggrieved person and shall remain confidential except through official release by the Board of Education.

2. No interference, coercion, restraint, discrimination, reprisal of any kind will be taken by the Board or by any member of the administration or the Association against the aggrieved party, any party in interest, and representative, any members of the grievance committee or any other participant in the grievance procedure or other person by reason of such grievance or participation therein.

3. Any forms to implement this grievance procedure will be jointly developed by the Superintendent of Schools and the Niskayuna Administrators.

ARTICLE VI

DURATION

The term of this Memorandum shall be from July 1, 2017-June 30, 2022.

ARTICLE VII

CONTRACT REOPENER

The District and the Association recognize the uncertain economic circumstances currently facing all levels of government and the potential impact on school funding. Either party may request a meeting to discuss the provisions of the contract at any time, the other party is not obligated to accept the request.

However, if any of the following conditions below were to occur, either party may request a meeting and the other party must meet to negotiate in good faith as described herein.

a. Overall adverse economic factors that are beyond the district's control that result in a 1% loss of total revenues or 1% increase in total expenditures.

b. If the base contract salary increase for any contract year is greater than 150% or less than 50% of the Consumer Price Index (CPI). For the purpose of this calculation, base salary increase refers solely and specifically to the following:

This index will be based upon the average CPI rate as of July 1 of the preceding 12 month period. The CPI to be used will be the Consumer Price Index for All Urban Consumers (CPI-U) for the Average of U.S. Cities as per the Federal Bureau of Labor Statistics, www.BLS.GOV. For purposes of this paragraph, base contract salary increases are reflected in Article I B.

c. Any Federal or State action or legislation that materially amends or alters the terms and conditions of the executed Collective Bargaining Agreement.

Good faith bargaining as defined by Public Employees Relations Board (PERB) would be required of both parties if the contract reopener clause is utilized. One party would be required to notify the other party in writing that the reopener clause is being invoked. Negotiations shall commence within 15 business days of notification.

The following Articles of the collective bargaining agreement could be discussed:

- a) Article IV Compensation
- b) Article IV Comprehensive Medical
- c) Any other articles mutually agreed upon for consideration

ARTICLE VIII

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 24 day of July, 2017

NAA Co-President

NAA Co-President

By: Victoria Zhyed

Date: 7/24/17

Superintendent of Schools

By: L. Zhyed

By: 858

Date: 7/24/17

Date: 7/24/17

APPENDIX A

JOB DESCRIPTIONS

The broad evaluative categories within each job description area are as follows:

A. Elementary Principal

The Elementary Principal is responsible for the following areas:

- a. building management
- b. curriculum
- c. district level objectives
- d. finances
- e. personnel – teaching and non-teaching
- f. pupils
- g. school-community relations
- h. other

B. Middle and High School Principals

Secondary principals are responsible for developing and maintaining an educational program designed to meet the needs of students in grades six through twelve:

- a. students
- b. curriculum
- c. personnel – teaching and non-teaching
- d. district
- e. parent and community relationships
- f. education community
- g. finances
- h. building management
- i. other

APPENDIX B

Memorandum of Agreement

APPR (MPPR) 3012-d

Signed 10/15/2015

MEMORANDUM OF AGREEMENT

APPR 3012-d

BY AND BETWEEN THE NISKAYUNA ADMINISTRATORS' ASSOCIATION ("the Association") AND BOARD OF EDUCATION OF THE NISKAYUNA SCHOOL DISTRICT ("the District")

WHEREAS, the District and the Association have entered into negotiations in accordance with the requirements to implement an evaluation system pursuant to Chapter 103 of the Laws of New York, § 3012-d and 100.2(o) of the Commissioner's Regulations for all building principals; and

WHEREAS, as a result of said negotiations the parties have agreed to the annual evaluation procedure set forth herein and in the attachments to this agreement.

NOW THEREFORE, the following has been agreed upon by the parties.

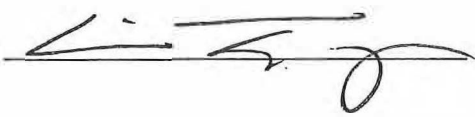
1. The parties have mutually agreed upon using the Multidimensional Principal Performance Rubric (MPPR) for all building principals.
2. Student performance category – the Association opts not to include a second state assessment or a "state-designed supplemental assessment in the calculation of the Student Performance Category rating.
3. The parties have agreed to adhere to any and all statutory requirements as well as the requirements, obligations, timelines and procedures that are set forth in attachment "A."
4. Observation category- The parties have agreed to use the observation and evaluation forms contained in attachment "B" and agree to review the forms annually with any changes being mutually agreed upon.
5. Observation category- The parties have mutually agree upon the list of evidence contained in attachment "C" and have further agreed to review and mutually agree to update the list as may be necessary.
6. The parties agree to use and fully implement the Principal Improvement Plan set forth in attachment "D" for all "Developing" or "Ineffective" ratings.
7. The parties agree that any and all appeals shall be comply with the Appeals Process set forth in attachment "E."
8. The professional observation category will be based on the procedures that are set forth in attachment "A." The numeric ratings for each of the MPPR domains will be holistically generated, so individual sub-components will not be separately scored. The information which informs the Observation Category score pursuant to attachment "A" will then result in six whole numbers (1-4), one for each MPPR domain. These ratings will be averaged, with the unannounced observation weighted so as not to count more than 10 percent of the overall value (as required by the law). The effectiveness rating for the professional observation portion of the observation will come from these approved ranges:

3.5 to 4	Highly Effective
2.5 to 3.49	Effective
1.5 to 2.49	Developing
0 to 1.49	Ineffective

9. The parties agree that all observations and/or evaluations of building principals shall be done by a duly trained and certified administrator.
10. The parties represent that the provisions contained herein and in the attached are the same as those submitted for approval to the State Education Department.
11. The parties agree to annually review the plan and discuss and mutually agree upon any changes to said plan.
12. Members of the Association other than building principals ("Non-Principals") shall be evaluated using the Multidimensional Principal Performance Rubric and in accordance with the requirements, obligations, timelines and procedures that are set forth in attachment "A" and using the observation and evaluation forms contained in attachment "B" which shall be reviewed annually with any changes being mutually agreed upon. However, Non-Principals shall receive narrative assessments only and shall not be scored, either within the rubric or overall, based on any numerical scale nor based on the H, E, D, I scale. Non-Principals shall not be evaluated based on any student performance criteria. In addition, Non-Principals shall not be subject to mandatory Principal Improvement Plans pursuant to Education Law Section 3012-c or 3012-d or discretionary or mandatory disciplinary hearings pursuant to Education Law Section 3012-c, 3012-d or 3020-b.
13. No part of this Agreement that relates to Non-Principals shall be submitted to the State Education Department.

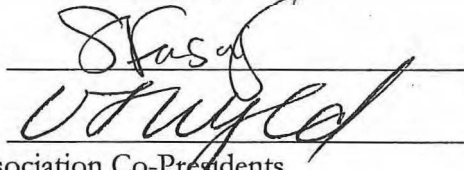
SO AGREED, this 15 of October, 2015

THE DISTRICT

By: 

Superintendent of Schools

THE ASSOCIATION

By: 

Association Co-Presidents

**ATTACHMENT A
NISKAYUNA ADMINISTRATORS' ASSOCIATION**

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

EVALUATION PROCEDURES – PRINCIPALS

Evaluation of Principals shall be for the purpose of improving the instructional program as well as total professional performance.

Timeline for Building Principal Evaluations

No later than October 15th	Superintendent or his/her designee shall meet in person with each building principal to review evaluation form, timeline, and process and agree upon the evidence (Attachment B) to be used for each observable rubric subdomain/performance indicators and agree upon any organizational goal-setting that will be used in support of agreed upon observable rubric subdomain/performance indicators. Discussion and collaboration on building needs for the upcoming school year
No later than November 15th	Non-Tenured Principal(s) will be observed/visited by Superintendent or Superintendent's designee in accordance with the attached evaluation procedures.
No later than December 15th	Tenured Principal(s) will be observed/visited by Superintendent or Superintendent's designee in accordance with the attached evaluation procedures.
No later than January 15 th	Mid-year conference.
No later than January 31st	If any observation to date raised any performance concerns, the Principal(s) will receive written notice by this date together with a written plan for addressing the noted concerns.
No later than February 15th	Non-Tenured Principal(s) shall be observed/visited by independent outside evaluator in accordance with the attached evaluation procedures.
No later than April 15th	Non-Tenured Principal(s) will be observed/visited by Superintendent or Superintendent's designee in accordance with the attached evaluation procedures.

No later than April 30th

Tenured will be observed/visited by Superintendent or Superintendent's designee in accordance with the attached evaluation procedures.

No later than June 1st

Building Principal will be given draft rubric observation score and rating. If any disagreements on the scoring between the Superintendent or his/her designee and the Principal exist, the Principal shall have two weeks in which to submit evidence in support of the Principal's position, which will then be reviewed and considered by the Superintendent or his/her designee.

No later than the last day of school

The Principal's score and rating on the observation/school visit category shall be computed and provided to the Principal in writing.

September 1st

The entire Annual Professional Performance Review shall be completed and provided to the principal as soon as practicable but in no case later than September 1 of the school year next following the school year for which the principal's performance is measured.

1. OBSERVATIONS:

The Superintendent or his/her designee as part of the following observation/school visit process shall ensure that any observed deficiency, that either the Superintendent, his/her designee, or the independent outside evaluator may observe, is documented, in writing, in accordance with these following procedures, and is accompanied by constructive and specific ways in which the Building Principal may achieve improvement in those areas of perceived deficiency.

Number of observations/school visits required:

Non-tenured principals:

Subject to the provisions below regarding an optional additional visit, three (3) formal school visits/observations per year consisting of two announced and one unannounced, will be made for all non-tenured principals during each probationary year in accordance with the time table above. The only exception to this will be Principals hired after March 1st of that school year who will be observed once during the year of hire. The two announced visits/observations shall count for a combined ninety percent (90%) of the observation score and the one unannounced visit/observation shall count for ten percent (10%) of the observation score.

It is agreed that, for any sub-domain rating, the average score of the two announced observations for such subdomain will be used to calculate the final category rating.

Tenured principals:

Subject to the provisions below regarding an optional additional visit, two formal school visits/observations consisting of one announced and one unannounced, will be conducted each year for tenured principals in accordance with the time table above. The announced visits/observation shall count for ninety percent (90%) of the observation score and the unannounced visit/observation shall count for ten percent (10%) of the observation score.

It is agreed that, for any sub-domain rating, the higher score in the two announced observations for such subdomain will be used to calculate the final category rating if such higher score occurred after the lower score, as applicable.

If any school visit/observation of any tenured principal results in a score or potential score of less than Effective, one additional school visit/observation will be scheduled. As to the announced visit/observation which counts for ninety percent (90%) of the observation score, such additional school visit/observation shall be conducted by the Superintendent, his/her designee or agreed upon independent outside evaluator. As to the unannounced visit/observation which counts for ten percent (10%) of the observation score, such additional school visit/observation shall be conducted by the Superintendent, his/her designee or agreed upon independent outside evaluator, selected by the principal.

Said additional observation shall be completed within thirty (30) days of the initial observation which resulted in a score or potential score of less than Effective. The building principal shall have the discretion as to whether the scores received in this additional observation will be used in place of the initial observation score.

Conduct of Observations:

Formal monitoring or observation of the work performance of a Principal shall be conducted openly and with full knowledge of the Principal;

All observations/school visits will be conducted only by the Superintendent (or his/her designee) and/or agreed upon independent outside evaluator. However, independent outside evaluator shall not conduct unannounced school visits/observations, unless selected by the principal being evaluated.

Each observation/school visit shall be at least forty minutes in duration. The observations/school visits shall not be completed on any day prior or immediately after school a holiday or recess, or during state testing.

With the exception of the unannounced observation all formal observations must be scheduled ten (10) school days in advance.

Pre-observation/school visit meeting to be held at least five (5) school days prior to each scheduled formal observation. The pre-observation meeting must be conducted in person, unless the parties mutually agreed otherwise in writing. During the pre-observation meeting the parties shall agree upon what observable subdomains within the rubric will be the focus of the

observation and what documents (Attachment C) will be examined in further support of the pre-selected observable sub domains.

All observations/school visits must be followed by a post-observation meeting that is to be held no later than one week of the formal observation. The post observation shall be conducted in person, unless agreed in writing otherwise. At the post observation meeting the building principal shall be provided with his/her observation rubric form and a written observation summary, which must include detailed recommendations and guidance in all areas perceived Developing or Ineffective. Principal shall have one (1) week to submit a response to the observation including any supporting documentation.

There will be a mid-year conference with the Superintendent no later than January 15th. The mid-year conference is meant to provide the building principal with constructive feedback as to his/her performance in each domain as well as performance expectations for the remainder of the school year.

The District agrees to use the evaluation forms that are set forth in Attachment C hereto.

Observation category scoring:

Each of the observed domains within the Multi-Dimensional Rubric will receive a score from 1-4. Ineffective rating= 1; Developing rating= 2; Effective rating= 3; Highly Effective rating= 4.

A final rating of the announced observation shall not be finalized until no earlier than May 31st and shall be based on building visits as well as other school documents related to observable subdomains/performance indicators submitted by the principal.

In order to receive an overall Developing rating the evaluator must rate four (4) of the six (6) domains either Developing or Ineffective. If any domain is rated Developing the evaluator must support the developing rating with at least one (1) piece of factual evidence/artifact as well as provide a detailed written explanation that includes a factually based justification in support of the Developing rating for that sub domain/performance indicator. The same piece of factual evidence cannot be used to support more than one "Developing" in any domain. The evaluator must provide a different piece of factual evidence in support of each Developing rating issued in each domain.

In order to receive an overall rating of Ineffective the evaluator must rate four (4) of the six (6) domains as Ineffective. To assign a rating of "Ineffective" to any domain the evaluator must support the rating with at least two (2) pieces of factual evidence/ artifacts as well as provide a detailed written explanation that includes a factually based justification in support of the "Ineffective" rating. The explanation must also provide a detailed rationale as to how the cited factual evidence provided in support establishes an "Ineffective" rating for that domain. The

same piece of factual evidence cannot be used to support more than one "Ineffective" in any domain. The evaluator must provide a different piece of factual evidence in support of each ineffective rating issued in each domain.

If evaluator cites to a "natural conversation" as evidence to justify an ineffective or developing rating in any performance indicator which is a non-observable performance indicator the evaluator must provide a specific written detail, including date, circumstances, etc., of the "natural conversation" being relied upon. It is agreed that natural conversations cannot be used to justify or support an Ineffective rating or Developing rating for a domain.

If a building principal receives a "Developing" or "Ineffective" rating in a domain which is an observable performance indicator the principal shall be afforded the opportunity to submit evidence from Attachment C to refute the rating and upon submission of said evidence and if evidence supports the performance indicator and is free of any substantial defect or error the rating shall be adjusted to effective or high effective at the discretion of the evaluator.

A single observation by an observer in any one (1) year shall not be considered as the sole basis for the termination of service.

Evaluations of Principals shall not be forwarded to any other agency or prospective employer without the written consent of the Principal. It is understood that APPR scores must be reported to SED.

2. USE OF SCHOOL DOCUMENTS

The parties agree that there are several sub-domains within the Multi-Dimensional rubric which cannot be evaluated or measured solely based upon isolated observations. Therefore, it is agreed that during each pre-observation meeting the parties will agree on what supporting artifacts and evidence shall be examined in support of the observable rubric subdomains that are to be observed during that observation and the point total that shall be assigned to each piece of evidence. In addition, the principal may, at any time prior to the finalization of his/her announced observation final score (no earlier than May 31), submit school documents relevant to the observable rubric subdomains and such documents shall be considered by the evaluator in arriving at such rating. The documents that can be used to support each domain and/or sub-domain (i.e. performance indicators) shall be selected from the attached list of approved school documents. (Attachment C). The principal can submit documents to refute any Developing or Ineffective rating received in an observable sub-domain.

PRINCIPAL PERFORMANCE EVALUATION MULTIDIMENSIONAL PRINCIPAL PRACTICE RUBRIC

PRINCIPAL:

SCHOOL:

DATE:

PERFORMANCE EVALUATION SCORING RUBRIC	
HIGHLY EFFECTIVE (HI)	Overall performance and results exceed standards
EFFECTIVE (E)	Overall performance and results meet standards
DEVELOPING (D)	Overall performance and results need improvement in order to meet standards
INEFFECTIVE (I)	Overall performance and results are well below standards

End of Year Evaluation Form

(60 Total Composite Points)

DOMAIN 1 – SHARED VISION OF LEARNING: An education leader promotes the success of every student by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by all stakeholders.

HI E D I

Collaboratively develop and implement a shared vision and mission for learning

Create and implement plans to achieve goals

Promote continuous and sustainable improvement

Collect and use data to identify goals, assess organizational effectiveness, and promote organizational learning

Monitor and evaluate progress and revise plans

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

○

○

○

○

○

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○

○

○

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence / artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 1:

DOMAIN 1 SCORE: _____

DOMAIN 2 – SCHOOL CULTURE AND INSTRUCTIONAL PROGRAM: An education leader promotes the success of every student by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

HI E D I

- Nurture and sustain a culture of collaboration, trust, learning and high expectations
- Create a comprehensive, rigorous, and coherent curricular program
- Create a personalized and motivating learning environment for students
- Supervise instruction
- Develop assessment and accountability systems to monitor student progress
- Develop the instructional and leadership capacity of staff
- Maximize time spent on quality instruction
- Promote the use of effective and appropriate technologies to support teaching and learning
- Monitor and evaluate the impact of the instructional program

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

-
-
-
-
-
-

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence / artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 2:

DOMAIN 2 SCORE: _____

DOMAIN 3 – Safe, Efficient, Effective Learning Environment : An education leader promotes the success of every student by ensuring management of the organization, operation, and resources for a safe, efficient, and effective learning environment.

H I E I

Monitor and evaluate the management and operational systems
Obtain, allocate, align, and efficiently utilize human, fiscal, and technological resources
Promote and protect the welfare and safety of students and staff
Develop the capacity for distributed leadership
Ensure teacher and organizational time is focused to support quality instruction and student learning

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence / artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 3:

DOMAIN 3 SCORE: _____

DOMAIN 4 – COMMUNITY (*Determine Points*): An education leader promotes the success of every student by collaborating with faculty and community members, responding to diverse community interests and needs, and mobilizing community resources.

H

E

D

I

Collect and analyze data and information pertinent to the educational environment

Promote understanding, appreciation, and use of the community's diverse cultural, social, and intellectual resources

Build and sustain positive relationships with families, caregivers, and community partners

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

○

○

○

○

●

○

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence/artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 4:

DOMAIN 4 SCORE: _____

DOMAIN 5 – INTERGRITY, FAIRNESS, ETHICS): An education leader promotes the success of every student by acting with integrity, fairness, and in an ethical manner.

H I E D I

Ensure a system of accountability for every student's academic and social success

Consider and evaluate the potential moral and legal consequences for decision making

Model principles of self-awareness, reflective practice, transparency, and ethical behavior

Safeguard the values of democracy, equity , and diversity

Promote social justice and insure that individual student needs inform all aspects of schooling

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence / artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 5:

DOMAIN 5 SCORE: _____

DOMAIN 6 – POLITICAL, SOCIAL, ECONOMIC, LEGAL AND CULTURAL CONTEXT: An education leader promotes the success of every student by understanding, responding to and influencing the political, social, economic, legal and cultural context.

H I E D I

Advocate for children, families, and caregivers

Assess, analyze, and anticipate emerging trends and initiatives in order to adapt leadership strategies

Act to influence local, district, state, and national decisions affecting student learning

Supervisor's Overall Evaluation/ Comments:

Evidence to be used to support Domain:

Detailed explanation for each "developing" or "ineffective" rating to include specific factual evidence / artifacts used to support such rating

POINTS ASSIGNED TO DOMAIN 6: _____

DOMAIN 6 SCORE: _____

Supervisors Signature/Date

Total Composite Points Awarded

Principal Signature / Date

Principal's signature represents only receipt of the evaluation form and not agreement with its content or score

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

Standard 1: A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

Examples of Evidence / Artifacts:

- Building goals
- School Improvement Plan
- Grade level goals
- Conference day programs
- Staff development plan
- Staff development calendar
- Staff development agendas and products
- Faculty meeting agendas
- Staff memos
- Parent letters
- Administrative council meeting agendas
- Department, grade level and/or team meeting agendas
- Scheduled collaboration and common planning time
- Mission/vision statement posters
- Instructional data compiled for staff
- Board presentations
- Advisory committee meeting agendas
- End-of-year report
- School newsletter
- Parent and student communication
- School website
- Strategic plan
- Monthly reports
- School report card
- Parent meeting agendas
- Building wide discipline plan
- Interscholastic academic eligibility policy
- Character education programs
- Guidance plan
- Student recognition programs
- Building tours
- Student orientation assemblies and lessons
- New entrant orientation program

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

Standard 2: A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

Examples of Evidence / Artifacts:

- Recruiting, hiring and retaining quality staff
- New teacher orientation and induction programs
- Staff development plan
- Staff development calendar
- Staff development agendas and products
- Teacher mentor programs
- Administrative orientation and induction programs
- New administrator mentor programs
- Staff recognition programs
- Teacher and administrator observations and evaluations
- Teacher observation schedule
- Tenure recommendations
- Recommendations for continued employment
- Supervision of teacher APPR plans
- Observations and evaluations of non-certified staff (clerical, security, food service, teaching assistants, cafeteria aides, hall monitors, individual aides, etc.)
- Child study team meetings
- Motivational assemblies, speakers and programs
- Planning and development of teacher in-service programs
- Staff development plan and calendar
- Professional development program agendas and products
- Demonstration plans and lessons
- Provide teachers with opportunities to observe best practices
- Walk-through observation schedules
- Administrative council meeting agendas
- Faculty meeting agendas
- School climate surveys
- Administrative journal
- Administrative calendar
- Attend local, state and/or national professional conferences
- Professional reading library for staff

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

- Supportive notes from staff or community
- Student recognition for academics and athletics
- Art & music awards programs and competitions
- Examples of Evidence / Artifacts: (continued)
- Honor societies
- Student faculty communication committee
- Guidance plan and program
- Identification and placement of ELL and Students with Disabilities
- Annual review of Students with Disabilities
- Child Study Teams,
- Student agenda book
- Registration procedures
- Character education programs
- Records management procedures
- College application process
- Class ranking
- Honor roll
- Commencement exercise
- Student activities (homecoming, prom, dinners, dances, field trips, etc.)
- Interscholastic athletic programs
- Intramural athletic programs
- Extended day programs
- GED programs
- School newspaper
- Yearbooks
- Literary magazine
- Student media center
- School television and radio
- Student mentor program

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

Standard 3: A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

Examples of Evidence / Artifacts:

- Master schedule
- Duty rosters
- Class rosters
- Staff Memos
- Assessment preparation and planning
- Proctor schedules
- Administration, scoring and reporting of state assessments: Regents examinations, mid-term examinations, ACT, SAT, IB, AP and NYSESLAT
- Analyses of data and application to instruction
- Transportation schedule and rosters
- Class size report
- Staffing projections
- Calendar planning
- Budget development (equipment, supplies, technology, textbooks, shared services, etc.)
- BEDS Report
- VADIR Report
- AIS programs
- Substitute coverage
- Cabinet meetings
- Administrative council meeting agendas
- General faculty and staff meeting agendas
- Department meeting agendas
- Grade Level meeting agendas
- Team meeting agendas
- Faculty meeting agendas
- Monthly reports

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

- End-of-year report
- Building expectations,/ rules communicated and posted
- School safety and emergency plan
- Crisis management team meetings
- Phone log and email
- Fire Inspection report & insurance audit
- Ad hoc meetings and agendas
- School security plan
- School safety committee
- School attendance policy
- Staff memos
- Plant management walk through
- Student orientation documents
- Regular meetings with maintenance staff
- Safety survey data
- Teacher handbook
- Substitute handbook
- Student agenda book
- New teacher orientation and induction program
- Teacher/administrator mentor program
- District Code of Conduct
- 3214 Due Process procedures
- Student disciplinary hearings
- Suspension reports
- Immunization report
- School health report
- Infection prevention policy, MRSR, etc.
- Parent communication, letters, email, telephone
- Parent portal communication
- School report card
- Open school nights
- Meet the teacher nights
- Parent teacher conference days
- Progress reports
- Report cards
- Bi-lingual communication
- Emergency telephone system
- Emergency website information

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

Standard 4: A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

Examples of Evidence / Artifacts:

- Parent advisory committee agendas
- PTSA and/or PTA meeting agendas and programs
- Sports booster club meeting agendas and programs
- Band parent organization meeting agendas and programs
- Shared decision making team meetings and products
- Collaboration with higher education
- Career day programs
- Parent volunteer recognition program
- Teaming with the Cooperative Extension, YMCA, Key Club, Kiwanis, Rotary, Lions, etc.
- Boy Scout and Girl Scout programs and recognition
- Fire department
- Family night programs
- Class parent and support programs
- Social worker outreach programs
- School health services
- Mental health resource connections
- Drug abuse prevention programs
- School health fairs
- School newsletter articles
- School website information
- Hispanic History Month

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

- Black History Month
- Women's History Month
- Veterans Month
- September 11 Heroes Day
- Presidents Day
- Thanksgiving and other culturally relevant civic celebrations
- Recognition and celebration of important cultural events of all stakeholders

Standard 5: A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.

Examples of Evidence / Artifacts:

- Adherence to school conduct and discipline policy
- Attendance policy
- Student handbook policy and procedures
- Teacher handbook policy and procedures
- Interscholastic academic eligibility policy
- Child abuse and maltreatment prevention
- Bullying prevention programs
- Suicide prevention programs
- Sexual harassment prevention and reporting programs
- Timely notification of sex offenders
- Student recognition programs
- Character education recognition
- Academic awards
- Athletic awards
- Programs promoting tolerance and acceptance of all
- Character education assemblies and ongoing motivational programs
- Recognition and celebration of diversity

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

- Balanced team and/or class construction
- Multi-lingual school to parent communication
- Recognition and celebration of important cultural events of all stakeholders
- Public recognition of diversity in newsletters and websites
- Adherence to board of education policies

Standard 6: A school administrator is an educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.

Examples of Evidence / Artifacts:

- Guide staff disaggregating data
- Log community resources
- Work with local civic organizations
- District curriculum committee
- Staff development surveys
- Community and student surveys
- Demographic and academic data collection and review
- Superintendent's administrative council
- Ad hoc committee participation
- Implement new Commissioner's regulations and guidelines
- Attend district budget planning sessions

ATTACHMENT C
NISKAYUNA ADMINISTRATORS' ASSOCIATION

**Mutually Agreed Upon Administrative Artifacts / Evidence that may be Submitted in Support of the
Portfolio and/or End of the Year Evaluation**

ATTACHMENT D
NISKAYUNA ADMINISTRATORS' ASSOCIATION

Principal Improvement Plan

The **Principal Improvement Plan (PIP)** is a structured plan designed to identify specific concerns in instruction and outlines a plan of action to address these concern. The purpose of a PIP is to assist principals to work to their fullest potential. The PIP provides assistance and feedback to the principal and establishes a timeline for assessing its overall effectiveness.

A PIP must be initiated whenever a principal receives a rating of *developing or ineffective* in any school year. The PIP must be in place no later than September 10th of the next school year following the developing or ineffective rating. Prior to its implementation the PIP will be signed and dated by all parties. The specific area or areas in need of improvement will be drawn from the evaluation criteria contained in the agreed upon rubric. The attached forms must be used during the PIP plan.

Each individual PIP shall be designed between the Superintendent or his/her designee and Association President in collaboration with the building principal with any differences to be resolved by a consensus determination. The association president will be notified when the district notifies the principal of an ineffective or developing rating.

A statement of differentiated activities designed to support improvement in the areas identified within the PIP shall be developed by the Superintendent or his/her designee after consultation with the principal. These activities may include, but are not limited to:

- Visitations and shadowing
- Workshops and seminars
- On-line courses and webinars
- Advanced degree work
- Professional texts, periodicals, and other literature
- Collegial Circles
- Guided observations
- Self-assessments
- Modeling from leader evaluator

All costs associated with any differentiated activities shall be born by the District.

No later than November 15th shall the Superintendent meet with the Building Principal on the PIP to discuss and assess the building principals progress and provide written feedback to the principal regarding his/her progress on the PIP; on or before February 15th the Superintendent shall again meet with the Building Principal on the PIP to discuss and assess the building principal's progress and provide written feedback to the principal regarding his/her progress on the PIP; on or before April 15th the Superintendent shall again meet with the Building Principal on the PIP to discuss and assess the building principal's progress and provide written feedback to the principal regarding his/her progress on the PIP. If at anytime, the Superintendent believes that the goals have been met by the principal he/she shall sign a written acknowledgement of attainment.

In addition to the above meetings with the Superintendent, the building principal shall meet with the Assistant Superintendent in charge of Curriculum or its equivalent non-bargaining unit administrative position periodically throughout the school year in order to discuss and assess the building principal's progress on the

PIP and to be provided written feedback regarding his/her progress on the PIP. All meetings shall be documented on the attached form.

If at the end of the year the PIP goals are met or the administrator is rated “effective” the PIP will terminate.

If the principal is rated as *developing or ineffective* for any school year in which a PIP was in effect, a new plan will be developed by the principal and the Superintendent in collaboration with the Association adhering to the requirements contained herein with any additional measures in that subsequent school year the following the guidelines below. The evaluated principal shall have at least eight months on the Improvement Plan to show progress prior to any possible disciplinary procedure being initiated.

Any PIP plan created must consist of the following components:

- I. **SPECIFIC AREAS FOR IMPROVEMENT:** Identify specific areas in need of improvement. Develop specific, behaviorally written goals for the principal to accomplish during the period of the Plan.
- II. **EXPECTED OUTCOMES OF THE PIP:** Identify specific recommendations for what the principal is expected to do to improve in the identified areas. Delineate specific, realistic, achievable activities for the principal.
- III. **RESPONSIBILITIES:** Identify steps to be taken by Superintendent and the principal throughout the Plan. Examples: school visits by the Superintendent; supervisory conferences between the principal and Superintendent; written reports and/or evaluations, etc.
- IV. **RESOURCES/ACTIVITIES:** Identify specific resources available to assist the principal to improve performance. Examples: colleagues; courses; workshops; peer visits; materials; etc.
- V. **EVIDENCE OF ACHIEVEMENT:** Identify how progress will be measured and assessed. Specify next steps to be taken based upon whether the principal is successful, partially successful or unsuccessful in efforts to improve performance.
- VI. **TIMELINE:** Provide a specific Timeline for implementation of the various components of the PIP and for the final completion of the PIP. Identify the dates for preparation of written documentation regarding the completion of the Plan and finalize the dates as to required meetings and/or school visits, and/or workshops, etc.

SAMPLE COMPONENTS OF A PRINCIPAL IMPROVEMENT PLAN

I. TARGETED GOALS: AREAS FOR IMPROVEMENT

1. Student Performance and/or Engagement
2. Supervision of Staff
3. Fiscal Management
4. Community Relations

II. EXPECTED OUTCOMES

List of specific expectations related to targeted goals identified in Section I

III. RECOMMENDED RESOURCES/ACTIVITIES

1. List of specific activities related to targeted goals identified in Section I
2. List specific materials, people, workshop to be used to support the PIP
3. Identify the instrument or rubrics used to monitor progress
4. Danielson video or online PD (*Educational Impact or ASCD*)

IV. EVIDENCE OF ACHIEVEMENT

1. Identify how progress will be measured and assessed
2. Specify next steps to be taken based upon progress or lack thereof

V. TIMELINE FOR MEASURING ACHIEVEMENT OF EXPECTED OUTCOMES

1. Identify dates for school visitations consistent with APPR Plan
2. Identify dates for progress meetings with Superintendent related to each identified targeted goal
3. Identify dates for quarterly assessment of overall progress

Superintendent

Date

Principal

Date

PRINCIPAL IMPROVEMENT PLAN

AREA(S) OF IMPROVEMENT	STRATEGIES THE PRINCIPAL WILL USE TO IMPROVE	SPECIFIC RESOURCES TO BE MADE AVAILABLE TO HELP	PROPOSED MEASUREMENTS & TIMELINE FOR IMPROVEMENT
VISION OF LEARNING			
SCHOOL CULTURE; INSTRUCTIONAL PROGRAM			
LEARNING ENVIRONMENT			
COMMUNITY RELATIONS			
INTEGRITY, FAIRNESS, ETHICS			
CULTURAL COURTESY			
COLLABORATION			

Separate sheets may be attached for each Area of Improvement in order to complete the required information.

Principal Signature _____ Date _____
 Assistant Supt. Signature _____ Date _____
 Superintendent Signature _____ Date _____

PRINCIPAL IMPROVEMENT PLAN PROGRESS RECORD FORM

	Summary of meeting (Superintendent or Assist Supt)	SIGN-OFF BY BOTH PARTIES
--	---	-----------------------------

Meeting #1
Date

Meeting #2
Date

Meeting #3
Date

Meeting #4
Date

Meeting #5
Date

Meeting #6
Date

Meeting #7
Date

Attachment E
NISKAYUNA ADMINISTRATORS' ASSOCIATION
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)
APPEAL PROCEDURE – PRINCIPALS

It is recognized that the Education Transformation Act and implementing regulations have magnified the consequences of Developing and Ineffective ratings for teachers and principals. These consequences include, but are not limited to, restrictions on eligibility for tenure and modification of seniority and excessing protections. Therefore, the parties believe it is imperative to have adequate procedural protections for appeals of these ratings. Therefore, in compliance with the mandate of Education Law Section 3012-d, which requires local negotiations of appeal procedures, the parties agree as follows:

- a. Appeals shall be available for tenured principals. Evaluations which have resulted in a rating of Ineffective or Developing may be appealed. In addition, where there is an anomalous result, defined as a difference of more than one level between the Student Performance and Observation category ratings for any principal, he/she may appeal the evaluation. For purposes of the preceding sentence, a "level" shall mean a rating of H, E, D or I. Except as set forth above, Principals may submit written rebuttals of determinations of "Effective" and "Highly Effective" but may not appeal such ratings.
- b. Within ten (10) school days of the receipt of the final annual evaluation providing a rating as set forth in Subparagraph (a) above, a principal may appeal the annual evaluation to the First Level Reviewer as defined below. If a principal is on vacation or other paid leave when the final evaluation is issued, the ten (10) school days for appeal provided herein shall not commence until the principal returns from such leave, provide however that the appeal must be filed no later than thirty (30) school days after receipt of the final evaluation. The appeal shall be in writing and shall articulate in detail the basis of the appeal. Appeals shall be limited to:
 1. the substance and rating of the annual professional performance review which shall include the instance of a principal rated Ineffective on the Student Performance Category but rated Highly Effective on the Observation/School Visit Category based on an anomaly, as determined locally.;
 2. the school district's adherence to the standards and methodologies required for such reviews pursuant to Section 3012(d) of the Education Law;
 3. the school district's adherence to the Regulations of the Commissioner and compliance with any applicable locally negotiated evaluation procedures; and
 4. the school district's issuance and/or implementation of the terms of the principal's improvement plan including, without limitation, that the improvement plan, as implemented, does not comply with the terms of the written improvement plan document.

- c. Within five (5) school days of receipt of the appeal, the First Level Reviewer shall deliver a written determination of the appeal to the principal.
- d. For Purposes of this Section, the term "First Level Reviewer" shall consist of a JOINT REVIEW BOARD. The Joint Review Board shall consist of two representatives appointed by the Association and one representative appointed by the Superintendent. The Joint Review Board shall have 30 calendar days to issue a written decision. The Joint Review Board shall have the power to discuss an appeal with the evaluator, the appealing principal, or with both at the same time, if it believes such a discussion will be helpful. The Joint Review Board cannot act except when all of its members are present. The Joint Review Board's decisions will be explained in a writing that sets forth the reasoning of each panel member. If the Joint Review Board's decision is 3-0 in favor of or against the unit member, then the decision will be final, binding, and unreviewable. If the decision is 2-1 against the unit member, then the unit member may appeal the decision to arbitration as provided hereinafter. If the decision is 2-1 in favor of the unit member, and there is substantial evidence to support the minority vote, then the Superintendent may within five (5) school days of such decision appeal it to arbitration as provided hereinafter; if the Superintendent does not so choose, then the decision of the Joint Review Board will be final, binding, and unreviewable.
- e. If the First Level Reviewer decision is not binding, the principal may appeal from such decision to an arbitrator approved by the American Arbitration Association ("AAA") who will hear the appeal no later than thirty (30) business days from the date of the final evaluation in question. The principal shall have the right to present witnesses and documentation at an appeal hearing before the arbitrator. The arbitration shall be governed by the rules of the AAA. The arbitrator shall issue a written determination within thirty (30) business days from the conclusion of the hearing. Such decision may modify or vacate the evaluation or the points allocated. If the evaluation is vacated or modified the arbitrator may also require re-implementation of PIP for the subsequent school year, and/or in the subsequent school year have the evaluation conducted by a trained non-bargaining unit administrator other than the original evaluator. The arbitrator's decision shall be final and binding on all parties.

The evaluated principal may be represented at all stages by a union representative of his/her choosing. The evaluated principal may submit a rebuttal to the APPR evaluation either before or after his/her appeal without jeopardizing their rights to file or pursue an appeal.

- f. The cost of the arbitrator will be borne equally by the District and Association.

Memorandum of Agreement
By and Between
Niskayuna Administrators Association
And
Niskayuna Central School District

This two (2) page Memorandum of Agreement between the Niskayuna Administrators Association (NAA) and the Niskayuna Central School District ("District") is intended to memorialize a settlement reached in negotiations by authorized members of both the District and the NAA. Both parties participated in the concepts and language contained in the settlement.

The Niskayuna Administrators' Association has reached an agreement with the Superintendent of Schools to extend the current Collective Bargaining Agreement that is currently scheduled to expire on June 30, 2022. Contingent upon official action by the Niskayuna Central School District's Board of Education, this agreement shall be deemed to be in effect on the date of approval by the Board, with the effective changes set to take place, beginning July 1, 2022.

This settlement reached shall extend the existing Collective Bargaining Agreement by a period of five (5) school years, up to and including June 30, 2027, as well as update and replace language in existing sections as follows:

1. Salary Computation (located on pages 7 and 8 of the current agreement)

2022-23	3.6% increase to previous base effective July 1, 2022
2023-24	3.6% increase to previous base effective July 1, 2023
2024-25	3.6% increase to previous base effective July 1, 2024
2025-26	3.6% increase to previous base effective July 1, 2025
2026-27	3.6% increase to previous base effective July 1, 2026

4. Retention Incentive (located on page 10 of the current agreement)

- A. Remains the same - no change to the defined benefit amount based on year of being hired (50% of the final salary for those hired prior to 2005 and \$2,000 per year for those hired after 2005)
- B. Change to the language regarding the ability to officially retire and access the incentive at age 55 with 6 months prior formal notification, including all years of service as an administrator to the district when retiring as a member of the NAA.

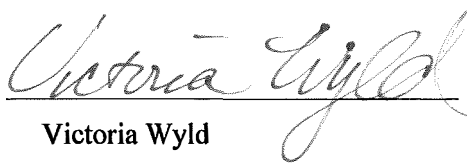
**(This represents the end of the content of the settlement with authorized signatures
executed on page 2 of this memorandum)**



Dr. Cosimo Tangorra

Superintendent of Schools

Niskayuna Central School District



Victoria Wyld

President

Niskayuna Administrators' Association

Mutually Executed on 9/28/21

**With all proper authorizations and procedures reflective of the formal entities
represented in this memorandum of agreement**