

AGREEMENT

Between the

Niskayuna Central School District

and the

Niskayuna Directors Association

Effective July 1, 2017 through June 30, 2022

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Niskayuna Directors Association (the "Association" or "NDA") as the exclusive bargaining agent and representative for all employees in the following positions:

Eleven Month Directors

- A. K-12 Art & Design
- B. K-12 Music
- C. K-12 English Language Arts & Reading, Library Media
- D. K-12 World Languages, ENL, & Social Studies
- E. K-12 Mathematics
- F. K-12 Science & Engineering Technology

Twelve Month Directors

- I. Media and Computing Services
- J. Physical Education, Health and Athletics
- K. Guidance and Counseling Services

Eleven Month CSE Chairs

(NOTE: Reduction of NDA staffing and increase/merging of administrative duties occurred during the previous contract period and are reflected in the above chart. Previous titles were as follows: HS English Language Arts and Reading; K-8 English Language Arts and Reading; Foreign Language and ESL; Mathematics; Science; Social Studies; Media and Computing Services. The District recognizes that such mergers of Director assignments took place during the previous contract period, with a corresponding increase in administrative duties and reduction or elimination of the teaching responsibility in response to these changes)

The term "Director" as used in this Agreement shall include CSE Chairs unless specifically stated Otherwise.

2. Any and all newly created subject matter director positions, or any position derived from the Above listed positions, shall be automatically included in this recognition and shall be represented by the NDA unless mutually agreed otherwise by the Superintendent or designee and the NDA for the purpose of determining the terms and conditions of their employment.

ARTICLE II

ASSIGNMENT/RESPONSIBILITIES/WORK YEAR

1. Assignment

Directors are assigned a teaching responsibility. This includes the nature and ratio of the teaching. At the time this contract was executed, the assignment ratios were as follows:

	<u>Eleven Month Directors</u>	<u>Director</u>	<u>Teaching</u>
A.	K-12 Art & Design	.6	.4
B.	K-12 Music	.6	.4
C.	K-12 English Language Arts and Reading, Library Media	1.0	
D.	K-12 World Languages, ENL, & Social Studies	1.0	
E.	K-12 Mathematics	1.0	
F.	K-12 Science & Engineering Technology	1.0	
	<u>Twelve Month Directors</u>	<u>Director</u>	<u>Teaching</u>
I.	Media and Computing Services	-	-
J.	Phys Ed, Health and Athletics	1.0	
K.	Guidance and Counseling Services	-	-

2. Responsibilities

Any future changes in the ratio of the teaching responsibility shall occur only after discussion between the Association and the Superintendent of Schools or his/her designee. Discussions shall include the impact on the other duties and responsibilities of the position. However, the ultimate ratios are at the discretion of the District, subject to applicable law.

3. Work Year

The eleven-month work year is defined as the school calendar plus the days in September and June before and after the school calendar plus twenty-five (25) days in the months of July and August. The director and Superintendent of Schools or designee may mutually agree to schedule up to ten (10) of the July-August days during the September-June time period.

The twelve month work year for the Director of Media and Computing Services, the Director of Physical Education, Health and Athletics, and the Director of Guidance and Counseling Services is defined in Appendix A.

ARTICLE III

PROGRAM FOR PROFESSIONAL GROWTH AND EVALUATION OF DIRECTORS

The essential elements of an effective program for professional growth of directors include the following:

1. Professional Learning Activities

Each year, the superintendent or designee in consultation with the director will support the attendance/ participation of director's developmental activities, such as national and state-wide conferences, institutes, grant opportunities, research studies, and other professional endeavors. The district will also support the active involvement of directors in educational initiatives and in national, state, and local professional organization. The funding is subject to fiscal availability.

2. Tuition Reimbursement for Coursework

Directors shall receive tuition reimbursements 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 director upon providing evidence of course completion. 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 director reimbursing the district for any payment received for such course.

A director who receives tuition reimbursement from the district must complete five years of service from the date of completion of the course. A member who leaves the district with less than the five years of service shall be obligated to pay back the reimbursement at a pro-rated level. In the event of an extenuating circumstance, (e.g. personal sickness; family or other circumstances beyond the director's control requiring the director to move, etc.) such repayment obligation can be waived in the discretion of the Superintendent or his/her designee.

Directors who receive tuition reimbursement pursuant to this provision shall be responsible for reimbursing the District as follows:

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

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

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

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

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.

3. Doctoral Degree

A director that possesses or successfully achieves doctoral status shall become eligible to receive a one-time payment of \$2,000 in acknowledgement of that achievement. This payment does not become part of the employee's base salary and will not be used in the calculation of the following year's base salary. Payment shall be made upon submission of official transcripts confirming degree status to district office.

4. Sabbatical Leave

Directors who have completed five (5) years of service in the district shall be eligible to apply for sabbatical leave and shall receive half salary for a full-year leave or full salary for a half-year leave. Applications must be made by March 15th of the year preceding the sabbatical.

Any director accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the director resigns from the district 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.

5. Performance Evaluation

At the time of this contract, the parties are currently negotiating the evaluation process. The association and district agree to continue with the current multi-dimensional evaluation tool until a new evaluation process has been collectively finalized or approved.

ARTICLE IV

COMPENSATION/FRINGE BENEFITS

1. Compensation

- Effective July 1, 2017, each unit member shall receive a 2.5% increase in his/her base salary. (CSE Chairs increase will begin on July 1, 2018)
- Effective July 1, 2018, each unit member shall receive a 2.0% increase in his/her base salary.
- Effective July 1, 2019, each unit member shall receive a 2.25% increase in his/her base salary.

- Effective July 1, 2020, each unit member shall receive a 2.375% increase in his/her base salary.
- Effective July 1, 2021, each unit member shall receive a 2.5% increase in his/her 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)	\$800
Ten to Fourteen Years (10-14)	\$1200
Fifteen to Nineteen Years (15-19)	\$1600
Twenty Years or More (20+)	\$2000

3. Sick Leave

Each director 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 to a maximum of 189 days.

Sick leave may be taken for personal illness, disability, or illness in the immediate family.

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

In the event of serious illness to someone in the immediate household that requires the attention of the director, the director may be absent for up to ten (10) additional days with the absence charged to the director's accumulated sick leave. If there are extenuating circumstances and the director has exhausted the ten (10) days of allowable time, the Superintendent of Schools may extend the leave time by five (5) additional days.

In the event of a long term absence of a director due to illness, the director shall utilize the sick leave allowance available. A director must utilize all accumulated sick time prior to applying for disability benefits. Directors with ten (10) years of service to the district may reserve up to ten (10) sick days for future use (all others up to five (5) days) before applying for benefits under the district's Disability policy.

4. Death in the Immediate Family

Each director 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 of Schools or designee is to be notified in advance of the absence or as soon as possible.

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

5. Personal Business (other than school related)

Each director will be allowed up to four (4) full days each year for personal business (other than school related) with no loss of pay provided that the business matter cannot be taken care of outside of working hours or the school calendar. Unused leave days shall be added to the accumulated sick leave at the conclusion of each year. Under this policy, leave will not be granted for a director's wedding or honeymoon.

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

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 director 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 others. Nothing herein shall be construed to waive or reduce said legal rights.

6. Mileage Reimbursement 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.

7. Payroll Options

- a. Tax Deferred Annuities - Directors may participate in a tax deferred annuity program. The cost of administering the program shall be borne by the district.
- b. Credit Union - At their option, directors may specify an amount to be deducted from their pay for deposit to their account(s) with the Credit Union.
- c. Cafeteria (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.

- d. Annual Dues - The district will provide for payroll deduction of annual dues related to Association membership.

8. Comprehensive Health Insurance – Medical and Dental

Health Insurance:

Health insurance is available to all NDA members. 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.

<u>Employer %</u>	<u>Employee %</u>	<u>Co-pay</u>	<u>Dental Deductible</u>
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.

New Hires – Employees hired 1/1/07 and thereafter shall join the EPO Plan at the premium split in effect at the time of hire. Upon receipt of tenure or 5 years of service in the district, the employee shall have the choice of either the EPO or PPO 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:

Short term disability coverage shall provide a weekly benefit of 60% of the employee's weekly salary up to a maximum weekly benefit of \$1,200. for up to one year from the date the employee becomes disabled. An employee is eligible to receive short term disability benefits after they have used all but 10 days of their available sick time. The premiums for short term disability shall be paid 100% by the employee and based on an annual calculation by the provider.

Long term disability coverage goes into effect one year from the date of the initial disability and shall provide a monthly benefit of 60% of the employee's monthly salary up to a maximum monthly benefit of \$6,000. The premiums for long term disability shall be paid 100% by the employer. This coverage shall continue until age 64. Employees should review all coverage details in the plan document. The plan document is available at the district office.

Accumulated sick time must be used before disability benefits commence, however (5) days may be saved for future use, and prior to any payment from the Disability plans.

Note: Refer to the disability booklet for more information.

Life Insurance:

The district shall provide term life insurance coverage at 2.5 times the employee's annual salary up to a maximum coverage of \$250,000. The life insurance benefit shall be calculated as of July 1 pursuant to the terms and conditions of the plan selected by the district.

Note: Refer to district plan for more information.

10. RETENTION INCENTIVE

a. Eligibility

To be eligible, a director must be age 55 or older on July 1 in the final year of employment and must give the superintendent of schools written notice of intent to retire at least six months prior to retirement.

b. Compensation

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

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 NDA 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 NDA at any time, the District and the NDA 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 NDA 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 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

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 anytime; 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). 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 shall include only the percentage increases of 2.95% for 2010-11; 1.6% for 2011-12 and 2.95% for 2012-13. No other base salary increases shall be included in this category.
- c. Any Federal or State action or legislation that amends or alters the terms and conditions of the executed Collective Bargaining Agreement.

Good faith bargaining as defined by applicable law 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 VI

GRIEVANCE PROCEDURE

1. Definitions

- a. A "contract grievance" is an alleged violation or inequitable application of this agreement.
- b. An "aggrieved party" is the Director or group of Directors or the Niskayuna Directors Association making the claim or complaint.
- c. 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.

2. 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 settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

3. Time Limits

- a. 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.
- b. 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.
- c. 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.
- d. No grievance will be valid unless it has been raised at the Problem Discussion Level within 10 *work* days after the alleged contract violation.
- e. In the case of a group grievance that arises or is sought to be brought during the summer months, such grievance shall be brought within 15 calendar days of the time the grievance arose.

4. Procedural Levels

Problem Discussion Level - A director with an alleged grievance will discuss it informally with the Assistant Superintendent for Instruction and Personnel, stating that the discussion constitutes the Problem Discussion Level of the Grievance Procedure.

When the director is convinced and indicates to the Assistant Superintendent for Instruction and Personnel that the problem cannot be resolved at the Problem Discussion Level, the director has 10 work 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 1

Within five work days after receipt of the written grievance the Assistant Superintendent Instruction and Personnel will meet with the parties in an effort to resolve the matter. The Superintendent shall render a written decision within eight work 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, s/he may appeal in writing to the Superintendent of Schools with a copy to the Association within five work days after receiving the decision.

Level 2

Within 5 work days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Superintendent of Schools shall meet with the aggrieved party for the purpose of resolving the grievance. The Superintendent of Schools shall render a written decision within 5 work days after the meeting with the aggrieved party.

Level 3

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

5. Arbitration

- a. Within 10 work 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.
- b. Within five (5) work 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.

- c. The arbitrator's report shall be submitted in writing to the Superintendent and the Association. It shall set forth findings of fact, reasons, conclusions, and decisions on 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 in violation of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and shall confine his decision solely to the application and interpretation of this Agreement.

- d. The decision of the arbitrator shall be final and binding upon all parties.
- e. The costs for the services of the arbitrator will be borne equally by the District and the Association.

6. Miscellaneous

- a. 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.
- b. 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.
- c. Any forms to implement this grievance procedure will be jointly developed by the Superintendent of Schools and the Niskayuna Directors.

ARTICLE VII

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 26 day of September

Superintendent of Schools

By: [Signature]

Date: 9/26/19

Niskayuna Directors Association

By: [Signature]

Date: 9/26/19

By: [Signature]

Date: 9/25/19

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".

Duration: Niskayuna Directors' Association Agreement July 1, 2017 - June 30, 2022

APPENDIX A

TWELVE MONTH DIRECTORS

1. **Work Year**

The twelve month directors shall work the full calendar year.

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

3. **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 pro-rata 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 1/260th of the current salary.

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

APPENDIX B

School Leader Development and Evaluation Process

Version 01-15-09

Leadership Development and Evaluation Process

*The purpose of this document is to clarify roles and expectations for the development and evaluation of our school leaders - Directors and Principals. The process for **probationary school leaders** will assist and help facilitate the successful induction and long term positive integration of the new leader into our school district.*

*For **tenured school leaders**, the foundation of our evaluation system is the encouragement of self reflection to promote targeted professional growth that impacts student learning. Reflective conversations and interactions with supervisor colleagues will be enriched through cognitive coaching.*

The inclusion of the eight leadership standards operates in a similar fashion to the Danielson domains anchoring our practice with a common language. The leadership standards were crafted to be consistent with and reinforce the culture of learning and professionalism inherent in our school district and community.

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Internal and External Support of Probationary Administrators

The probationary administrator shall have the benefit of both an internal and external confidential support person for Year 1 and 2 as follows. At the discretion of the district after consultation with the NAA/NDA, a third year of internal or external confidential support may be provided.

Description of different types of mentors for probationary administrators:

Senior Colleague

- 1) *A senior colleague is a tenured administrator that is currently employed in the Niskayuna School District.*
- 2) *A senior colleague is assigned by the district administration after consultation with the Association.*
- 3) *The senior colleague may serve as mentor for as many as two years with an option to change mentors after the first year.*
- 4) *The senior colleague will be responsible to maintain regular contact with the probationary administrator throughout the year on a bi-weekly basis or more frequently as needed. Contact shall take place primarily through personal conversations and may be supplemented by e-mails and phone conversations.*
- 5) *All information that comes from conversations between the probationary administrator and the senior colleague is confidential.*
- 6) *A senior colleague will mentor only one probationary administrator at a time.*
- 7) *The senior colleague will not disclose any communications with the probationary administrator to a third party (e.g. the Senior Colleague, District Administration or any other administrator or employee of the District).*
- 8) *In order to support the probationary administrator throughout the transition period the senior colleague will provide information regarding rules, procedures, expectations and culture of the school community, and other matters as needed.*

Internal and External Support of Probationary Administrators

Possible Examples of Role of Senior Colleague:

Initial

- Explain the role of Senior Colleague
- Review and discuss teacher evaluation process
- Discuss applicable unit contracts
- Answer questions and provide information regarding the evaluation process for probationary administrators including surveys, portfolios, etc.
- Inform about various on-going district initiatives
- Help introduce probationary administrator to other staff and colleagues
- Offer assistance in district procedures (e.g. First Class, PDP Timekeeper, IEP Direct, Powerschool, etc.)
- Discuss the dynamics and functions of the Leadership Council
- Provide an overview of interactions and relationships between various bargaining units
- Review the Student Code of Conduct as well as discipline philosophy and expectations
- Provide an overview of technology contacts (who to contact, how to obtain repair, e-mail, etc.)
- Attend appropriate district training for preparation for the role
- Serve as informal instructional resource for UbD, differentiation, etc.

On-Going

Personal Development

- Maintain regular contact through personal visits, phone and e-mail
- Discuss the informal and formal structures for decision making in the schools and district
- Identify the strengths of the individual new administrator and help in building on them
- “Shadow” the new administrator at least quarterly
- Coach in how to assess and understand the culture(s) of the district
- Share articles regarding instructional practice or research and discuss them
- Provide other information, counsel, advice and support as needed

District Culture

- Share key dates and events and the role of the probationary leader in each
- Continue discussion on operation of Leadership Council
- Help provide strategies for effective collaboration with colleagues
- Coach in how to assess and understand the culture of the district

- Encourage the probationary administrator to become aware of and analyze influences on decision making at both the district micro and macro levels.
- Development of Professional Learning Community at the school

Staff

- Offer coaching regarding staffing issues or related conflicts

Instruction

- Discuss teacher evaluation process and share written observations and summatives
- Model “walk-through” demonstrating how to gather information through observation and analysis
- Demonstrate use of student performance data
- Assist administrator in setting instructional goals
- Review hiring practices and provide coaching on how to develop interview protocols
- Encourage and help select possible professional development opportunities
- Share/discuss effective leadership practices supported in the literature (e.g. DuFour, Marzano, Schmoker, Danielson, etc.)
- Assist in transitioning from a building or department manager to an instructional leader
- Explain role(s) and functions of CORE teams

Budget

- Explain role(s) in budgeting process
- Inform about rules/procedures regarding purchasing

Internal and External Support of Probationary Administrators

Leadership Advisor

- 1) *A leadership advisor is an external support person with extensive administrative experience in a related field.*
- 2) *A leadership advisor is a resource that the probationary administrator may use as needed to consult about issues related to decision-making, strategic planning, professional development, personnel issues, etc.*
- 3) *The leadership advisor provides advice and guidance to the probationary administrator on a range of challenging issues.*
- 4) *The leadership advisor will serve as an advisor on-call for two years.*
- 5) *Communication between the leadership advisor and the probationary administrator may be initiated by either side and may take the form of e-mails, phone calls or personal meetings.*

- 6) *The leadership advisor will not disclose any communications with the probationary administrator to a third party (e.g. the Senior Colleague, District Administration or any other administrator or employee of the District).*

The district administration and the NAA or NDA will work together to choose the leadership advisor, provided, however, the final recommendation to the Board for hiring of the Leadership Advisor resides with the Superintendent or Schools.

A senior colleague and a leadership advisor will receive an annual stipend of \$1,500 from the district as compensation for performing the duties described. For those performing for less than a full year, stipends shall be prorated.

Internal and External Support of Probationary Administrators

Possible Examples of Role of Leadership Advisor:

Initial

- Explain the role of Leadership Advisor
- Understand the general overview of the district evaluation process for probationary administrators
- Introduce probationary administrator to other colleagues that might also serve as a resource
- Discuss the informal and formal structures for making decisions in schools
- Coach how to assess and understand the culture(s) of any district
- Help provide strategies for effective collaboration with other colleagues
- Attend appropriate district training for preparation for the role

On-Going

Personal Development

- Identify the strengths of the individual new administrator and assist in helping the emerging administrator recognize and building on them
- Encourage and help select possible professional development opportunities
- Share and discuss articles regarding instructional or leadership practice or research
- May assist in goal development
- Maintain regular contact through personal visits, phone and e-mail
- Share technical, pedagogical, content and leadership advice, expertise and wisdom

Personnel

- Offer coaching regarding staffing or colleague issues or related conflicts
- Help provide strategies for effective collaboration with other colleagues
- Provide an overview of methods to build positive interactions and relationships with various bargaining units

District Level

- Coach how to assess and understand the culture(s) of any district

Instruction

- Share personal experiences regarding teacher evaluation process
- “Shadow” the new administrator at least semi-annually
- Assist in strategic planning and decision making as needed
- Assist in describing and developing a building vision
- Conduct “walk-throughs” with the administrator and debrief observations
- Assist the new administrator in examining effective use of time, prioritizing needs and tasks
- Discuss the process of change and how to obtain buy-in on initiatives
- Discuss difference between managing tasks and leading people
- Assist the new leader in transitioning from a building or department manager to an instructional leader.

Year One: Expectations of Probationary Administrator

1. Meet regularly with the **district supervisor** and **senior colleague** as needed (bi-weekly or more frequently as needed.) Contact shall take place primarily through personal conversations and may be supplemented by e-mails and phone conversations. Utilize the external **leadership advisor** as needed on a regular basis. Primary communication shall be through e-mails and phone conversations. Personal contacts shall occur as needed and at least quarterly.
2. Initiate a three year leadership portfolio to be compiled by the probationary administrator.
3. Create and administer a short open ended survey, distributed and completed by faculty and staff supervised by the probationary administrator (by April 1).
4. Results of the survey are returned directly to the probationary administrator.
5. The probationary administrator analyzes the survey results.
6. A written self reflection of the survey and the transitional experience of year one along with the portfolio are submitted to the district supervisor by May 15. Based upon the survey data collected, goals for year two shall be developed by the probationary administrator in consultation with the district supervisor. Goals for year two are to be submitted (by September 1 of next school year).
7. Upon notification, an additional survey or other data collection using a variety of measures may be undertaken by the district

supervisor and/or probationary administrator as needed.

8. The probationary administrator meets with the district supervisor (by June 1).
9. The district supervisor provides a written annual evaluation by July 1 based upon qualitative and quantitative information gathered from ongoing conversations between the supervisor and probationary administrator, feedback from various constituent groups served by the probationary administrator, as well as other formal and informal observations of the probationary administrator.

Year Two: Expectations of Probationary Administrator

1. Continue to meet regularly with the **district supervisor** and **senior colleague** as needed (bi-weekly or more frequently as needed.) Contact shall take place primarily through personal conversations and may be supplemented by e-mails and phone conversations. Utilize the external **leadership advisor** as needed on a regular basis. Primary communication shall be through e-mails and phone conversations. Personal contacts shall occur as needed and at least quarterly.
2. Based upon the survey data collected in year 1, goals shall be developed by the probationary administrator in consultation with the district supervisor for use in year (by September 1).
3. Continue the compilation of the three year leadership portfolio.
4. Develop a survey of multiple stakeholders (as defined by the probationary administrator in consultation with the district supervisor), in cooperation and agreement with the district supervisor that is administered to faculty, staff, administrative colleagues, and parents (by March 1).
5. Results of the survey are returned to the district supervisor for disaggregation and analysis and then shared with the probationary administrator (by April 1).
6. A self reflection on the survey and year two goals is written by the probationary administrator along with the portfolio and submitted to the district supervisor (by May 15).
7. Upon notification, an additional survey or other data collection using a variety of measures may be undertaken by the district supervisor and/or probationary administrator.
8. The probationary administrator meets with the district supervisor (by June 1).
9. The district supervisor provides the probationary administrator a written annual evaluation (by July 1).

Year Three: Expectations of Probationary Administrator

Note: A tenured administrator may enter the cycle beginning at year 1 or year 2.

1. Continue to meet regularly with the **district supervisor** (bi-weekly or more frequently as needed.)
2. Goals are developed by the probationary administrator for use in year three in response to the annual review process of the prior year and submitted (by September 1).
3. Continue the compilation of the three year leadership portfolio for review by district administration.
4. An additional survey or other data collection using a variety of measures may be undertaken by the district supervisor or probationary administrator.
5. A self reflection is written by the probationary administrator along with the portfolio and submitted to the district supervisor (by March 1).
6. The probationary administrator meets with the district supervisor (by March 15).
7. The district supervisor provides a written annual evaluation and tenure recommendation to the probationary administrator (by April 1).
8. The dates set forth in paragraphs A, B and C are provided as guidelines to suggest adequate time to complete each task. Dates should be adjusted accordingly for a start date other than July or August.

EVALUATION PROCESS FOR TENURED ADMINISTRATORS

Underlying Principles

- A three year cycle permits sustained attention on a specific endeavor
- Long term planning is based upon both personal and department/school needs and encourages targeted professional growth which impacts student learning
- Self-reflection is the foundation of our professional evaluation system
- The inclusion of the eight standards operates in a similar fashion to the Danielson domains anchoring our practice with a common language

- Cognitive Coaching and collaboration support our planning and reflective conversations

Evaluation Cycle (single or multi-year)

The administrator reviews the eight leadership standards in preparation for a goal-setting conference and performs a self-assessment based on both his/her personal goals for improved leadership and the needs of his/her department/school.

The personal goal will be determined based upon how they relate to both improved leadership of their respective areas and/or how the goal supports success in the selected instructional goal.

The instructional goal will be determined using evidence of student learning (described below) and be linked to district practices or initiatives. The administrator will be prepared to discuss the rationale for the goal, how it was identified and its significance in terms of impact on student learning. Evidence may include:

- NYS assessment data
 - Student work samples
 - Classroom assessments
 - Other artifacts / data collected from the open-ended survey
1. The administrator and supervisor will have a planning conference in July/August to review how the personal and instructional goals were identified. During this conference, methods of assessment of the goal, and its satisfactory completion, will be agreed upon. The conference will also include an estimate of the completion date of the goals. After this conference, the administrator will submit a final version of the goals in August/September.
 2. The administrator and supervisor will meet as appropriate throughout the year to review progress towards the established goals. A mid-year reflective conference may occur in January/February at the request of the supervisor and/or the administrator.
 3. The following June/July, a summative conference will occur that will focus on progress towards the established goals. The administrator may complete a planning guide (provided in your evaluation packet and First Class) to assist in preparing for the conference. The standards will be referenced during this reflective conference. The administrator will share supporting evidence of the impact on student learning and on leadership learning or practices. This conference may also be used to establish a new goal for the following year.
 4. Following this conference, in July/August, the administrator will write a reflection incorporating significant points and suggestions from the conference and the leadership standards. This piece may include noteworthy accomplishments and references from the selected leadership standards that originally supported the goals and evidence of impact on student learning. If the goal will require more than one year to complete, the reflection will include a description of steps that could occur during the second year to complete the stated goals. If a goal has been completed, then this conference would be used to identify and discuss a new goal for the coming year.

5. The supervisor will complete a written summative in August/September and meet with the administrator to review the evaluation.
6. One (1) *open-ended* survey will be designed and administered during this three year cycle. The administrator is responsible for developing a timeline for the distribution of the survey. The survey will be shared with the supervisor prior to distribution. The timing of this survey will be designed to provide information regarding a key endeavor or at a time that will yield meaningful results based upon the established goals. Included in the survey will be feedback from employees supervised by the administrator on the strengths of the administrator, places where the administrator can provide a stronger focus, and suggestions for department and/or building initiatives.

Standard 1 – Interpersonal Skills

An educational leader promotes the learning of all students by building and fostering positive relationships with members of the school community.

Examples of leadership behaviors/activities:

- Makes individuals feel valued and important
- Recognizes families as partners in the educational process
- Demonstrates effective consensus-building and negotiation skills
- Seeks input for decision making that reflects diversity found in the community
- Seeks and develops relationships within the larger community
- Treats members of the school community with respect and kindness
- Fosters a caring climate in which every student is known and respected
- Acknowledges and celebrates the accomplishments of students and staff
- Values the contributions of the members of the larger school community
- Understands, and is sensitive to the diversity in the community
- Shows sensitivity to the needs and circumstances of others

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 2 - Ethical Behavior

An educational leader promotes the learning of all students by acting with integrity, fairness and in an ethical manner.

Examples of leadership behaviors/activities:

- Inspires others to higher levels of performance
- Acts as a positive role model
- Respects and encourages different points of views
- Communicates and models ideals and beliefs about schooling, teaching and learning with stakeholders
- Exhibits professionalism by following the laws and obligations set forth in legal and contractual agreements including policies, procedure and mission of the District
- Demonstrates loyalty and commitment to the members of the school community
- Makes decisions in the best interest of the students and the school community
- Respects the views of others
- Resolves conflicts in an equitable manner
- Honors matters of confidentiality

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 3 - Vision

An educational leader helps develop and foster the values, beliefs, and customs that enforce and support the vision for learning.

Examples of leadership behaviors/activities:

- Participates in the development, refinement, implementation, and monitoring of a vision for learning and directs resources to support this vision
- Ensures the vision for learning, demands excellence and raises expectations for all stakeholders
- Develops an inspiring vision and motivates other stakeholders towards the attainment of this vision
- Uses ceremonies and traditions to build and communicate a vision
- Understands the distinction among vision, mission, goals, and objectives
- Assesses the environment, recognizes what exists, and identifies and imagines what possibilities can be attained
- Articulates and preserves the values, beliefs, and commitments of the building and school district consistent with the vision for learning
- Ensures the vision is shared and supported by the school community
- Links every school or area to the district vision for learning
- Incorporates assessment data in the development of the vision for learning
- Recognizes classroom practices that are consistent with the vision for learning
- Develops goals and actions that are reflective of the vision for learning
- Promotes the integration of the district vision within diverse components of the school or department
- Develops and coordinates a strategic plan that operationalizes the vision for learning
- Identifies barriers and develops strategies to overcome obstacles to achieving a vision
- Demonstrates an understanding of the change process, systematically plans change, makes efforts to improve student learning and monitors the effectiveness of those efforts

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 4 - Communication

An educational leader promotes the learning of all students by communicating effectively with students, faculty, staff, parents, and community members.

Examples of leadership behaviors/activities:

- Promotes the school's vision, mission, values and beliefs through formal and informal communications
- Uses effective communication skills to build consensus within a constituent group
- Provides formal and informal feedback to improve individual and organizational performance
- Fosters on-going and collaborative communication with students and families
- Encourages open participation in meetings
- Utilizes reflective listening and conflict resolution strategies
- Maintains an open-door policy for discussion with students, faculty and community members
- Shares information on student performance with students, parents, teachers and other leaders
- Focuses community dialogue on equity and excellence for all students
- Establishes clear protocols for meetings (agendas, minutes, follow-up conversation, etc.)
- Determines the best form for communication, differentiating between electronic, written, phone, and face-to-face opportunities
- Articulates beliefs persuasively and behaves in ways that are congruent with those beliefs

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 5 - Organization/ Management

An educational leader promotes the learning of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

Examples of leadership behaviors / activities:

- Prioritizes tasks and utilizes time management
- Maintains confidentiality and privacy of school records
- Manages fiscal resources of the school responsibly, efficiently, and effectively
- Understands and administers contractual agreements
- Demonstrates knowledge of school operations and applicable laws and policies
- Establishes and maintains school procedures
- Optimizes the use of time for instruction (e.g. master schedule, field trips, arrival and dismissal procedures)
- Plans for facilities utilization
- Develops a schedule that supports the instructional needs of students
- Sets student learning as the highest priority of the school
- Holds persons accountable for their actions
- Analyzes disciplinary problems and develops solutions which are applied consistently and fairly with attention to individual needs
- Maintains a safe and secure learning environment
- Completes tasks accurately, on time and within budget
- Demonstrates punctuality
- Makes and communicates decisions in a timely manner
- Creates an organizational structure that supports focused, collegial, collaborative learning teams that directly impact student learning
- Ensures that all members of the school are held to high expectations

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 6 – Decision Maker

An educational leader makes decisions and determines priorities linked to the vision, mission, and goals.

Examples of leadership behaviors/activities:

- Makes and communicates decisions in a timely manner
- Builds community, rather than simply responds to community
- Understands clearly the informal and formal decision-making structure (e.g. Core, SDM, etc.)
- Recognizes when to use various decision-making processes (i.e. consensus, majority, group or committee with input, without input, etc.)
- Re-evaluates decisions for effectiveness
- Gathers and analyzes relevant information to make decisions
- Reflects on accepted practice and research when making decisions
- Collaborates with others in establishing rigorous goals and action plans
- Fosters a climate of shared leadership and decision making
- Ensures a comprehensive planning process is in place to guide decisions
- Understands the change process and environmental factors that influence it
- Uses knowledge of the school and community to develop goals and strategic actions
- Uses student performance data to improve student achievement continuously
- Uses student data to initiate specific action steps and to make instructional decisions
- Demonstrates the courage to make difficult decisions using strong and convincing evidence
- Develops building or departmental instructional goals based upon best practice and current research

The activities/behaviors listed are meant to provide examples of evidence of work related to the standard. This list is not exhaustive nor would it be reasonable to expect an administrator to provide evidence of all of these.

Standard 7 - Mentor

An educational leader helps others to develop and nurture their full potential in order to strengthen the organization's capacity to grow.

Examples of Leadership behaviors/activities:

- Provides formal and informal feedback to colleagues with the purpose of improving individual and organizational performance
- Identifies potential future leaders
- Delegates responsibilities to others in order to develop personal growth
- Shares professional experience and knowledge with colleagues
- Facilitates professional development based on school and district goals
- Stimulates critical thinking in others
- Encourages reflection on challenging experiences thereby helping individuals to learn
- Takes risks and supports risk-taking in others
- Helps others to clarify their goals and think strategically as they plan for future events
- Holds clear, well-articulated positions on issues related to education
- Invests the time, effort and judgment to hire well-qualified candidates that will fit the culture of the district
- Provides feedback and guidance for teachers regarding effective classroom practice
- Initiates critical conversation about quality teaching

The activities/behaviors listed are meant to provide examples of evidence of work on the standards. These are not exhaustive nor would it be reasonable to expect a principal to provide evidence of all of these.

Standard 8 - Knowledge

An educational leader promotes the learning of all students by utilizing knowledge of instruction, academic content, and process:

Examples of leadership behaviors / activities:

- Expands knowledge and skills through reading current literature, professional membership and attending conferences
- Demonstrates use of technology to improve teaching and learning
- Provides instructional leadership
- Makes teaching and learning the highest priority
- Models and teaches collaborative skills and processes
- Leads problem solving processes
- Shows evidence of personal growth and learning
- Uses data to improve student achievement
- Models the qualities of a lead learner and teacher
- Demonstrates an understanding of school culture
- Knows, applies and develops the policies and procedures of the educational institution

The activities/behaviors listed are meant to provide examples of evidence of work on the standards. These are not exhaustive nor would it be reasonable to expect a principal to provide evidence of all of these.

MEMORANDUM OF AGREEMENT

The **NISKAYUNA CENTRAL SCHOOL DISTRICT** (hereinafter referred to as the "District") and the **NISKAYUNA DIRECTORS ASSOCIATION** (hereinafter referred to as the "Association") hereby agree that the Collective Bargaining Agreement due to expire on June 30, 2022 shall be extended for a period of five (5) years and shall expire June 30, 2027. The current contract shall remain unchanged except as modified below:

1. Salary (Article IV(1)):

Effective July 1, 2022, each member shall receive a 3.6% increase in the member's base salary;

Effective July 1, 2023, each member shall receive a 3.6% increase in the member's base salary;

Effective July 1, 2024, each member shall receive a 3.6% increase in the member's base salary;

Effective July 1, 2025, each member shall receive a 3.6% increase in the member's base salary;

Effective July 1, 2026, each member shall receive a 3.6% increase in the member's base salary;

2. Work Year (Article II(1))

The list of 11 Month Directors shall be updated to include:

- Elementary Director of Special Education
- Secondary Director of Special Education
- Science Engineering Technology & Mathematics (effective 2/22)
- Counseling & Athletic Programming

The above Director positions will reflect 1.0 Director/0.0 Teaching in said Article II(1).

3. Longevity

Article IV(2) shall be replaced with the following:

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 or More (20+)	\$2,100

4. Retention Incentive (Article IV(10))

(a) The Memorandum of Agreement executed on July 22, 2021 regarding eligibility to include all years of service as a Niskayuna administrator shall be incorporated into the Collective Bargaining Agreement at Article IV(10)(b).

(b) Effective immediately upon execution of this Memorandum of Agreement, all members of the Association, who are at least 55 years of age and eligible to retire under the New York State Retirement system, shall be eligible to receive the incentive benefits described Article IV(10) of the Collective Bargaining Agreement.

In order invoke the incentive benefits, the NDA member shall provide the Superintendent of Schools (or appointed designee if applicable) of the NDA member's intent to retire with a specific date and with an official written communication that will be submitted at least 1 calendar year before the retirement date.

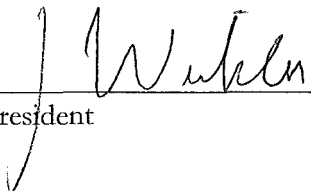
This 1-year notification requirement can be waived, in specific cases, with mutual consent between the District and NDA member.

5. This Memorandum of Agreement is subject to ratification of the Union membership and approval by the Board of Education.

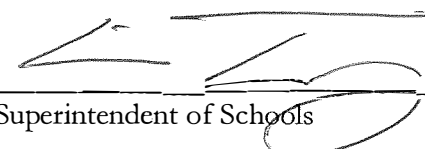
Dated: September 22, 2021

ACCEPTED AND AGREED

NISKAYUNA DIRECTORS
ASSOCIATION

By: _____
President

NISKAYUNA CENTRAL SCHOOL
DISTRICT

By: _____
Superintendent of Schools