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AGREEMENT

Between the

Niskayuna Central School District

And the

Niskayuna Administrator's Association

Effective July 1, 2005 through June 30, 2010

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. Director of Student Support Services
 - F. Assistant Director of Student Support Services
2. Any and all newly created full-time supervisory or administrative positions shall be represented by NAA for the purpose of determining the terms and conditions of their employment upon the creation of such position.

ARTICLE II

FRINGE BENEFITS

1. The Board of Education shall continue to provide each member with fringe benefits. Such fringe benefits shall include, but shall not be limited to, current benefits:

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 unless emergency prohibits.

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 the 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 allowable sick leave. If there are extenuating circumstances and the administrator has used the allowable time, the Superintendent may extend the leave time by five (5) additional days.

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 Memorandum of Agreement, or conferences approved by the Superintendent of Schools or his designee.

E. Vacations and Holidays

- (1) 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. In addition, administrators shall have as holidays, those days which are granted in lieu of a holiday when the holiday falls on a weekend day. Administrators shall also have as a holiday the days before Thanksgiving and Christmas if these are also declared all staff-holidays.
- (2) Vacations
 - a. For each twelve months of continuous service administrators shall receive 23 paid vacation days. Vacation time shall be accrued in one fiscal year and taken between July 1 and June 30 in the succeeding fiscal year. Those with less than twelve months of continuous service shall receive vacation time on a pro-rated basis after July 1 or at the time of separation from the district. When completing service with the district, payment for accrued vacation shall be made as part of the next regular payroll. The daily rate for determining payment for accrued vacation time shall be 1/240th of the current salary.
 - b. Five unused vacation days may be carried over to the succeeding year. These five days of accrued vacation cannot be accumulated. (i.e. 23 days of earned vacation plus 5 days of accrued vacation. The maximum in any one year would be 28 vacation days.)

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c. During the administrator's initial year, vacation time is earned on a pro-rated vacation (2 days for each full month of employment). This vacation time is for the initial year of employment only and does not impact the subsequent years as noted in E 2a.

d. When December 24 is a day when school is not normally scheduled (i.e., is a school vacation day), this day shall be a vacation day for NAA members.

F. Mileage Expenses

Mileage expenses incurred going to and from recognized professional conferences. Workshops, meetings and associated school visitations for program examination and development which are conducted outside the school district boundaries which are conducted outside the school district boundaries shall be compensated at the IRS designated mileage rate.

G. Payroll Deductions

- (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

During the term of this agreement, a cafeteria plan will be developed and made available to members of the association.

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 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 SUNYA, 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 director reimbursing the district for the payment received.

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

1. The Association and district agree to collaboratively develop a revised performance evaluation system including a) researching existing models and, b) examining the research. The new performance system would be implemented on or about April 1, 2006 and take effect with the 2006-07 school year.
2. The essential elements of an effective performance evaluation program include the following:
 - A. An evaluation system is part of the overall staff development program rather than a discrete entity.
 - B.. Evaluation is a cooperative endeavor between evaluator and evaluatee, and those affected by the process should be involved in developing and implementing the process.
 - C. Open communication between evaluator and evaluatee is an essential condition for successful maintenance of the system.
 - D. The focus of an effective evaluation system is not on “proving,” but on “improving.”
 - E. Effective evaluation is a continuous process, sensitive to the need for modification according to need and experience.

- F. The prime product of effective evaluation is improved function and performance of the individual and the building or department, which is facilitated by specific recommendations. These recommendations grow out of interaction between evaluator and evaluatee.

ARTICLE IV

COMPENSATION

1. Rating Scale

- A. Competent performance (will receive Basic Salary Adjustment)
- B. Performance in need of improvement (will receive half the Basic Salary Adjustment)
- C. Unsatisfactory performance (no increase)

If an administrator receives an evaluation that is less than competent, the district, the administrator, and the Association will work closely to develop an improvement plan that targets specific areas where growth and improvement are necessary. Compensation will not be reduced until one year after the implementation of the improvement plan, and only if no substantive measurable growth has been observed or documented.

2. 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:

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- 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

3. ADDITIONAL CONSIDERATIONS

In addition to the job description, the following information shall be considered in making an evaluation:

- A. Administrative report
- B. Achievement of objectives and of meeting district and school priorities.

4. SALARY COMPUTATION

A. 2005-06 – Effective July 1, 2005, each administrator shall receive a 2.75% increase in the administrator's base salary plus \$2,500.

2006-07 – Effective July 1, 2006, each administrator shall receive a 2.5 % increase in the administrator's base salary plus \$2,000.

2007-08 - Effective July 1, 2007, each administrator shall receive a 4.25% increase in the administrator's base salary.

2008-09 - Effective July 1, 2008, each administrator shall receive a 4.25% increase in the administrator's base salary.

2009-10 - Effective July 1, 2009, each administrator shall receive a 4.5% increase in the administrator's base salary.

5. 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)	\$500
Ten to Fourteen Years (10-14)	\$750
Fifteen to Nineteen Years (15-19)	\$1,000
Twenty Years or More (20+)	\$1,250

6. INSURANCE

A. The current district paid life insurance policy provides 2.5 times the current salary to a maximum of \$170,000 in coverage. The cash value portion of the life insurance, that is added to the policy on an annual basis, will be in accordance with the schedule labeled A-1 that is appended to the contract. (Schedule A-1 attached)

B. Comprehensive Medical – Dental – Health Insurance

Health Insurance programs and options available to administrators on July 1, 2004 shall continue to be available on an annual basis.

For the period July 1, 2005 through June 30, 2009, the cost for the comprehensive medical-dental insurance will be provided by the district at 80% of the average of the premiums of the two lowest cost premium plans offered by the district. The averages will be calculated on a yearly basis for the single, two-person and family coverage premiums. Remaining premium costs will be borne by the employee. The formula for premium averaging shall also pertain to NAA members retiring.

For the period beginning on July 1, 2009, the cost for the comprehensive medical-dental insurance will be provided by the district at 75% of the average of the premiums of the two lowest cost premium plans offered by the district. The averages will be calculated on a yearly basis for the single, two-person and family coverage premiums. Remaining premium costs will be borne by the employee.

HMO Co-Pay –the HMO office visit co-pay shall be \$15 per visit or the lowest available co-pay rate above \$15 offered by the HMO.

When an administrator retires with at least five years of service in the district, and has elected district health insurance coverage for at least one year prior to retirement, and is eligible for benefits under the New York State Teachers Retirement System, the administrator shall be eligible for continued medical-dental insurance coverage in retirement. For retiring NAA members, the cost for the comprehensive medical-dental insurance coverage will be covered by the district at 72.5% of the average of the premiums of the two lowest-cost premium plans offered by the district. The averages will be calculated on a yearly basis for the single, two-person and family coverage premiums. Remaining premium costs will be borne by the retiree. Retirees shall be entitled to all benefits provided in the comprehensive medical-dental program for current employees.

The school district will bill the retiree and the premium will be paid per statement.

C.. Disability Insurance

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.

7. RETIREMENT INCENTIVE

A. Compensation

Administrators hired prior to September 1, 2005, with at least ten (10) years of continuous service as an administrator in Niskayuna and eligible for retirement under the New York State Retirement System qualify for a retirement incentive of 50% of their last year's salary upon retirement from public education in New York State. Administrators with at least 7, 8, or 9 years of service in Niskayuna may use this provision on a pro-rata basis (i.e. 7 years of service receives 35%, 8 years receives 40%, and 9 years receives 45%).

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 per year for up to twenty-five years of service.

B. Eligibility

To be eligible, administrators must be 55 to 63 years of age on July 1 in the final year of employment and must give the superintendent written notice of intent to retire at least one year prior to retirement.

Effective July 1, 2008, to be eligible, the administrators must be 55 to 59 years of age on July 1 in the final year of employment and must give the superintendent written notice of intent to retire at least one year prior to retirement.

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, but shall not be precedents in a later 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 1

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 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

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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, 2005 through June 30, 2010.

ARTICLE VII
EXECUTION OF AGREEMENT

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

PRESIDENT OF THE BOARD OF EDUCATION

CHIEF EXECUTIVE OFFICER
FOR THE BOARD OF EDUCA-
TION OF THE NISKAYUNA
CENTRAL SCHOOL DISTRICT

By:

By

Date:

Date:

NISKAYUNA ADMINISTRATORS' ASSOCIATION

By:

Date: