

AGREEMENT

Between

NEW HARTFORD CENTRAL SCHOOL DISTRICT

and the

**NEW HARTFORD TEACHERS' ASSOCIATION –
ADMINISTRATIVE GROUP**

July 1, 2019

through

June 30, 2022

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PREFACE

This Agreement is made and entered into between the New Hartford Central School District and the New Hartford Teachers' Association – Administrative Group.

The New Hartford Teachers' Association Administrative Group is recognized as the sole collective bargaining agency for the purpose of negotiations with respect to terms and conditions of employment for the administrative staff.

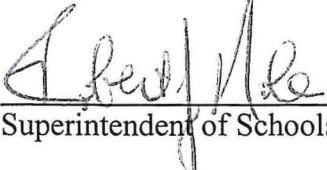
The Board shall respect the status of the Administrative Group as the exclusive representative of all administrators for the purpose of collective negotiations.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

A copy of this Agreement will be given to all administrators.

**NEW HARTFORD CENTRAL
SCHOOL DISTRICT**

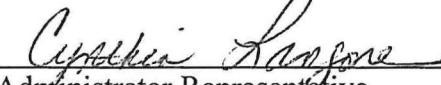


Superintendent of Schools

**NEW HARTFORD TEACHERS'
ASSOCIATION-ADMINISTRATIVE
GROUP**



Administrator Representative



Administrator Representative

Dated: 6/5/19

PART I: CONDITIONS OF EMPLOYMENT

A. Benefits.

Members of the New Hartford Teachers' Association – Administrative Group, both tenured and non-tenured, shall be eligible for all benefits and rights extended to other professional employees of the District under terms and memoranda of the existing contract between the Board and the New Hartford Teachers' Association, with the exception of the Grievance Procedure, the salary provisions and health provisions which are agreed to in Part II of this contract.

B. Grievance Procedure:

1. Definition.

“Grievance” shall mean any dispute or controversy concerning an alleged violation of this contract or the rights extended to administrators under the above (Benefits) clause.

2. Procedures.

a. In the case of any dean of students, he will discuss it with his building principal to try to resolve the matter informally. Other administrators will try to resolve the matter informally with the superintendent.

b. The aggrieved party not satisfied with the decision in Stage (a) may, within a reasonable time, inform the superintendent of his intent to start formal proceedings. The superintendent shall hold a hearing and render a decision within seven (7) school days.

c. If the aggrieved party is not satisfied with the decision of the superintendent, he may file an appeal, in writing, with the President of the Board of Education within ten (10) school days after receiving the decision of the superintendent. Within ten (10) school days after receipt of an appeal, the Board of Education, or a committee of the Board, shall hold a hearing in executive session on the grievance.

Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing on the grievance.

C. The Building Principal.

1. The building principal is responsible to the superintendent and has primary responsibility for the building to which he is assigned.

2. The Board of Education and the superintendent realize that, in order to discharge the responsibilities, incumbent upon him, the building principal must have commensurate

primary authority in his building. To this end, it is expected that the actions of each principal will conform to established and stated policies of the Board and the regulations of the superintendent. In emergency and crisis situations not covered by policy and when it is impossible to obtain direction from the superintendent, the principal is empowered to act according to the dictates of his professional judgment. Any action taken on this basis is subject to review and modification by the Board and superintendent.

3. The building principal will be consulted regarding all educational matters concerning staff, programs, organization, administration and implementation thereof. The superintendent and the Board retain ultimate decision-making authority in such matters in conformity with the provisions of the Education Law.

4. All building principals will be consulted regarding the identification, design and implementation of system-wide programs, and that the identification, design and implementation of programs which will take place in the building each administers. The Board and the superintendent retain ultimate decision-making authority in such matters.

5. Potential candidates for teaching, positions and/or extra duty assignments will be interviewed by building principal in whose building a vacancy exists and where applicable by other appropriate administrators. Recommendations about such candidates will be considered by the superintendent before he makes his recommendations to the Board of Education.

6. Building principals, in cooperation with their staff, shall be consulted where budget cuts for instructional supplies and equipment are anticipated once the amount and/or percent is determined.

D. Liability Insurance.

Liability insurance covering alleged negligence by administrators in the performance of their duties shall be continued at the amount of one million dollars per incident.

E. Employment.

1. It is understood that all New Hartford administrators are responsible for their customary duties during holiday periods of the instructional staff. All administrators recognize an obligation, during holiday and vacation periods, to devote the time necessary to carry out the duties required by their job descriptions. All administrators are entitled to established vacation and holiday periods subject to the aforementioned constraints and the specific requests of the superintendent.

2. Administrators may use three personal days, which can be taken regardless of the school calendar upon approval of the superintendent. These days would not be in addition to any leave days granted under the teachers' contract.

PART II: SALARY AND BENEFIT PROVISIONS

A. The Administrative Group is composed of:

- Senior High School Principal
- Junior High School Principal
- Elementary School Principals (3)
- High School Dean of Students
- Junior High School Dean of Students
- Director of Student Services
- Director of Athletics and Safety

1. The amount of funding available for increases for the 2019-2020, 2020-2021 and 2021-2022 school years will be based on the percentage increase of the fifteen (15) highest paid teachers in the current year of the agreement. An additional .2 of that funding will be added to that sum. The salary notices in the current year would be used for comparison with the salary notices for the previous year. The comparison would be based on using the same components (i.e. advisor’s stipend, hours, master teacher) for the total compensation of each teacher. This means that the same advisor position and hours would be used for comparison in each year. If there is a change in the components between years, the components in the first year would be used for comparison.

The percentage change for each of the fifteen (15) teachers would be added together and divided by fifteen (15) to determine the percentage change. The percentage increase would be rounded up to .05 or above and rounded down if .04 or below. This percentage would be applied to salaries of eligible administrators (Appointees in the current year are not included) to determine total dollar amount. For 2019-2020, the total dollar amount would be equally distributed to the nine (9) administrators currently employed, so long as they return to employment. Effective July 1, 2020 and 2021, the total dollar amount would be equally divided by the number of active returning members to determine the salary increase.

EXAMPLE OF SALARY PERCENTAGE CALCULATION:

Once the percentage is calculated and the dollar amount available for increases is determined, an additional .2 of that sum will be added to that sum for the 2019-2020, 2020-2021, 2021-2022 years.

Teacher A

	<u>Year 1</u>	<u>Year 2</u>	<u>Difference</u>
Base	\$45,000	\$46,500	\$1,500
MT	1,200	1,200	0
Hours (30 X \$64)	<u>1,920</u>	<u>2,160</u>	<u>240</u>
Total	\$48,120	\$49,860	\$1,740

What percentage of \$48,120 is \$1,740?

Answer = 3.62%

Teacher B

	<u>Year 1</u>		<u>Year 2</u>	<u>Difference</u>
Base	\$52,000		\$53,000	\$1,500
MT	1,200		1,200	0
Hours (60 X \$64)	3,840	(60 X \$72)	4,320	480
Coaching			<u>1,800</u>	<u>0*</u>
Total	<u>\$57,040</u>		\$60,820	\$1,980

*Not to be factored

What percentage of \$57,040 is \$1,980?

Answer = 3.47%

Average the Percentage Increase of Both Teachers = 3.54%

Round to 3.5%

$\$57,040 \times 3.5 = \$1,996.40 \times 1.2 = \$2,395.68$

Apply the Percent Increase to Each Administrator's Current Salary

2. Each unit member will receive \$500 for insurance premiums (including health, life insurance or dental insurance plans), Section 125 account, or graduate tuition according to Part IV. This applies to all unit members.

3. The administrative group will receive basic term life insurance in the amount of his/her annual salary plus an additional amount at the administrator's expense up to a maximum of \$250,000.

4. Health insurance buyout provisions would only apply for employees who obtain coverage from another employer.

5. Health insurance for all current members of NHTA – Administrative group will remain at ninety-five percent (95%) BOE contribution and five percent (5%) employee contribution. For all new members as of September 1, 2005, the health contribution will be ninety percent (90%) BOE contribution and ten percent (10%) employee contribution. Upon retirement the contribution rate for all members employed prior to September 1, 2005, will be 95% BOE contribution and five percent (5%) employee contribution.

6. A performance-based growth and merit program will be offered at five (5) year intervals beginning at year five (5) in New Hartford for the administrator (i.e., years 5, 10, 15, 20, 25). At years five (5) and ten (10), the compensation is a maximum of \$1,500 per person which will be added to the base salary effective the following year (i.e. year 6 or year 11). At

years 15, 20, and 25, the compensation is a maximum of \$2,000 per person to be earned as a one time stipend that does not become part of the base salary. Current administrators would be placed on a career stage based on their total years of service in the district as of July 1996. For the first time of participation in the program, each administrator would be eligible to have compensation up to \$1,500 added to the base salary.

The purpose of this program is to provide for an incentive that will provide renewal and encourage more and better work that results in improved student learning.

Career Stages: Probationary (years 1-3)

 Career Stage (years 4-10)
 Performance incentive at years 5 and 10

 Senior Stage (years 15 on)
 Senior incentive at years 15, 20, 25

The program will be built on the existing goal setting program and will be in addition to yearly administrative goals with objectives that directly relate to the District's standards, mission and goals of the Board of Education.

The objectives will be specific and measurable. The goal is to attain these objectives by the end of the designated year, but they can remain ongoing until completed. If there are multiple objectives, completion of some objectives would result in a prorated payment of stipend of additional base salary at that time. At the career stages, the objectives should be primarily directed to the administrator's building. At the senior stages, the objectives should be both building and district oriented.

The objectives will be developed collaboratively by the administrator, the assistant superintendents, and superintendent. As part of the evaluation process, the assistant superintendent and administrator will evaluate how the Objectives have been met. The superintendent then determines the performance award for the next year. The superintendent will provide a summary of goal accomplishment and decision to the Board prior to making the award.

7. Long Term Retention Stipend

All current unit members and those hired on or after July 1, 2016 will be eligible for a Long-Term Retention Stipend in accordance with the following criteria.

After the completion of ten (10) consecutive years of service in the District as a member of the Administrative Group unit, the District thereafter agrees for each succeeding year of service to contribute to the eligible administrator on an annual basis, as a non-elective employer contribution to the individual's selected 403(b) account/plan, an amount equal to four percent (4%) of the individual's base salary earned for that year. The annual contribution shall continue for a period of up to ten (10) years in total from the date of the initial contribution for each year, in each year the administrator is

employed by the District. Upon completion of the ten (10) year period of contribution, the District shall not be obligated to make any further non-elective contributions on behalf of the individual.

In consideration of benefit described above, the Association hereby understands and agrees that the terms of any District early retirement incentive program/policy shall not apply to any current Association unit members or those employed after July 1, 2016, and the Association and its members waive any rights to claim or participate in such program or any other retirement incentive plan or program provided by the District to its employees.

8. There would be no compensation for additional graduate hours, except as provided in Part IV.

B. All administrators will work a twelve-month school year with a four-week vacation period.

1. A yearly vacation schedule will be submitted by July 1 with designated vacation days.

2. By June 30 of each year, a final list for the current year of used and worked vacation days will be submitted to the superintendent.

3. There will be no carry-over of vacation days for application of this clause.

4. If a designated vacation day is being worked and another vacation day is not taken in its place, the superintendent will be notified, in writing, for the vacation day that is being worked, the associated reason and the number of vacation days remaining.

5. The District will pay 1/240 of annual salary for each vacation day that is worked to a maximum of five (5) days per year. The maximum shall be six (6) days per year for administrators with more than five (5) years of service, and to seven (7) days per year for administrators with more than twenty (20) years of service.

6. There will be three dates for submission to the superintendent for approval of vacation days that have been worked for payment:

- December 15
- January 15
- June 30

PART III: ADMINISTRATIVE ASSESSMENT PROGRAM

Modify Part III to align with the New York State Education Department's Annual Professional Performance Review (APPR) Requirements

A. Goal Development

Prior to the beginning of the school year, the administrator, in consultation with the superintendent and assistant superintendent, shall identify needs and/or problems and develop administrative goals for the coming school year.

B. Throughout the year, the superintendent and/or assistant superintendent shall consult with the administrators regarding (1) progress made toward goal resolution and (2) administrative leadership of the school.

C. In May of each school year, the superintendent, in consultation with the assistant superintendent and, as needed, with the business administrator, shall complete an administrative assessment of each school administrator. Topics to be assessed (with explanations) are:

1. Supervision and Evaluation of Professional Staff

- a. Quality and number of classroom observations
- b. Deployment and evaluation of staff in non-classroom activities
- c. Supervision of activities, programs and performance of support personnel such as music, psychologist, social worker, speech therapist, etc.
- d. Other

2. Development and Evaluation of Curriculum and Instructional Programs

- a. Ensure staff adherence to district or school curriculum programs
- b. Holds appropriate meetings with departments and other staff groups to coordinate instructional programs
- c. Investigates appropriate new programs for possible implementation
- d. Other

3. Administration and Supervision of Pupils

- a. Maintains appropriate school discipline
- b. Works with individual students, student groups, professional staff and parents to improve quality of student attitudes toward school life.
- c. Other

4. Management of School Business Functions

- a. Works with staff to assess needs and allot monies for the good of the total school operation
- b. Budget control
- c. Budget submission is timely, complete and accurate
- d. Other

5. School-Community Relations

- a. Specific examples of efforts in this area are documented
- b. Encourages staff to establish communication with parents
- c. Provides leadership in maintaining an atmosphere which elicits public understanding and support for the school
- d. Other

6. Personal Qualities
 - a. Sincerity
 - b. Enthusiasm and attitude
 - c. Loyalty (to District, policies and administrative team)
 - d. Empathy (for students)

7. Other
 - a. Implementation of District policies
 - b. Supervision of non-instructional staff
 - c. Judgment in contingency circumstances

8. Examination of Goals vs. Accomplishments

D. The Superintendent's narrative will not only judge principal's on how well he or she manages the administrative duties of a school but also must assure the school's capacity to ensure achievement for all children.

Six Standards That Characterize Instructional Leadership

The national Association of Elementary School Principals has identified six standards for what principals should know and be able to do. These actions, taken together, serve as our definition of what constitutes instructional leadership.

Effective Leaders Will:

- Lead schools in a way that places student and adult learning at the center.
- Set high expectations and standards for the academic and social development of all students and the performance of adults.
- Demand content and instruction that ensure student achievement of agreed-upon academic standards.
- Create a culture of continuous learning for adults tied to learning and other school goals.
- Use multiple sources of data as diagnostic tools to assess, identify and apply instructional improvement.
- Actively engage the community to create shared responsibilities for student and school success.

PART IV: PROFESSIONAL – DEVELOPMENT PROGRAM

A. Payment for one course in a fiscal year (July 1 – June 30) of the contract that is job related and has prior approval by the superintendent of schools.

B. \$2,500 will be assigned each year, non-cumulative, to a professional development programs(s), which would be available to individual administrators or a group of administrators. These self-directed initiatives, based on the mission and standards of the district, would detail the

scope of the proposed project, the professional growth of the individuals(s), and the long-term program implications and benefits to the district. Proposals will be submitted to a committee that has the authority to allocate monies for appropriate proposals. The committee would be comprised of one administrator not involved in the proposal (if possible), Assistant Superintendent for Curriculum and Instruction, and one member of the Board of Education. The deadline for submission of proposals for the initial year of this provision will be thirty (30) days after the effective date of the contract. In subsequent years, the deadline will be May 1.