

AGREEMENT BETWEEN
THE NEW HARTFORD CENTRAL SCHOOL DISTRICT



AND THE

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

July 1, 2024 - June 30, 2028

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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.

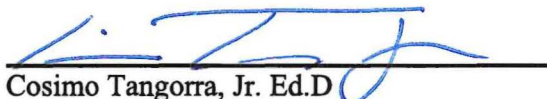
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

New Hartford Teachers' Association-
Administrative Group



Cosimo Tangorra, Jr. Ed.D
Superintendent of Schools



Mark Benson, President

Dated: December 10, 2024

Dated: December 10, 2024

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, they will discuss it with their 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 their 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, they 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. **Administrators**

1. The administrator is responsible to the superintendent and has primary responsibility for the building to which they are assigned.
2. The Board of Education and the superintendent realize that, in order to discharge the responsibilities, incumbent upon them, the administrator must have commensurate primary authority in their building/program/department. To this end, it is expected that the actions of each administrator 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 administrator is empowered to act according to the dictates of their professional judgment. Any action taken on this basis is subject to review and modification by the Board and superintendent.

3. The administrator 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 administrators 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/program/department 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 administrator in whose building/program/department a vacancy exists and where applicable by other appropriate administrators. Recommendations about such candidates will be considered by the superintendent before making their recommendations to the Board of Education.
6. Administrators, 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
Director of Special Education

1. The amount of funding available for increases for the 2024-2025, 2025-2026, 2026-2027, and 2027-2028 school years will be based on the percent increase negotiated with the NHTA to align with each year as stated above. The percentage increase will be applied to the base salaries of each eligible administrator, and shall be inclusive of the increases in performance-based growth and merit program and membership in a professional national educational organization. The percentage increase remaining after subtracting of the cost of the increases in performance-based growth and merit program and membership in professional national educational organization shall be applied to each eligible administrator's base salary."

In the event raises are unavailable on July 1st of a new school year during the term of this Agreement due to ongoing negotiations between the NHTA and the District, two percent (2%) will be applied to the base salaries of each eligible administrator within the first year of ongoing negotiations between the NHTA and the District. Upon settlement of the NHTA contract, the percentage calculation to be applied for increases will be the difference, if any, between the negotiated percentage and the two percent (2%) that was previously applied.

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. Each member of the administrative group will receive basic term life insurance in the amount of their 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 ninety percent (90%) BOE contribution and ten percent (10%) 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 \$2,000 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 \$2,500 per person to be earned as a one time stipend that does not become part of 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

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 or future Association unit members 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.
 9. For each unit member, the District will pay for a yearly membership in a professional national educational organization approved by the Board not to exceed \$600 per year.
- 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.

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.

B. In May of each school year, the Superintendent, in consultation with the Assistant Superintendent for Curriculum and Instruction and, as needed, with the Assistant Superintendent for Business Affairs, 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 (office specialist, aide, monitor, nurse, 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

- C. The Superintendent's narrative will not only judge administrators on how well they manage 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. Twenty-five hundred dollars (\$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.