

AGREEMENT
BETWEEN
THE
NEW HARTFORD BOARD OF EDUCATION
AND THE
NEW HARTFORD
ADMINISTRATORS' ASSOCIATION

July 1, 2022-June 30, 2025

November 9, 2021



TABLE OF CONTENTS

		<u>Page No.</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	GRIEVANCE PROCEDURE	2
ARTICLE III	BENEFITS	5
	Health Insurance	5
	Life Insurance	7
	Retirement	7
	Annuity	8
	Disability	8
ARTICLE IV	LEAVES OF ABSENCE	8
	Full Pay	8
	Personal Days	9
	Professional Reasons	9
	Excess of Allowance	9
	Bereavement	9
	Jury Duty	10
	Family Medical Leave	10
	Study	10
	Military Service	11
	Child-Rearing Leave	11
ARTICLE V	WORK YEAR	11
ARTICLE VI	REDUCTION IN FORCE	11
ARTICLE VII	TRAVEL REIMBURSEMENT	13
ARTICLE VIII	COMPENSATION	13
ARTICLE IX	PART TIME ADMINISTRATORS	14
ARTICLE X	DURATION	15

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO between the NEW HARTFORD BOARD OF EDUCATION (hereinafter called "The Board") and the NEW HARTFORD ADMINISTRATORS ASSOCIATION (hereinafter called "Principals", "Director of Student Services", "Curriculum Director", "Administrators" or "Association").

ARTICLE I - RECOGNITION

- A. The Board of Education recognizes the Association as the exclusive bargaining representative for all certified Principals, the Director of Student Services, and the Curriculum Director in the school district who are not excluded from the purview of sections 10-153a to 10-153n, inclusive, and who are employed in positions requiring an intermediate administrator's certificate or supervisor's certificate, or the equivalent thereof, and whose administrative and supervisory duties shall equal at least fifty percent (50%) of the assigned time of such employee.
- B. Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Board of Education has and will continue to retain, whether exercised, all of the rights, powers, and authorities heretofore had by it and except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility, and prerogative of management of the affairs of the Board and direction of the work force, including but not limited to, the following:
 - 1. To establish or continue policies, practices, and procedures for the conduct of school activities, concerns, and affairs and from time to time, to change or abolish such policies, practices, or procedures;
 - 2. To limit, curtail, or discontinue processes or operations or to discontinue their performance by employees;
 - 3. To select and to determine the number and types of employees required to perform the operations of the Board of Education and the public schools;
 - 4. To employ, assign, transfer, promote, or demote employees, or to lay off, terminate, furlough, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the students and the public;
 - 5. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the schools, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

6. To insure the incidental duties connected with administrative responsibilities whether enumerated in job descriptions or not, shall be performed by employees;
7. To create and revise job descriptions as deemed necessary;
8. To determine if, when, and how vacancies will be filled;
9. To determine the care, maintenance, and operation of buildings, lands, and other property used for school purposes;
10. To determine the textbooks and other instructional equipment to be used;
11. To prepare budgets and in its sole discretion, expend moneys appropriated by the legislature or derived from other sources for the operation of the school district;
12. To determine the placement on the salary schedule for newly hired employees.

The above rights, responsibilities, and prerogatives are inherent in the Board of Education by virtue of statutory provisions, and are not subject to review or determination in any grievance or arbitration procedures.

ARTICLE II

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of the teachers. Both parties agree that proceedings shall be kept confidential, as is appropriate.

B. Definitions

1. "Grievance" shall mean a claim by an administrator or group of employees, or by the Association on behalf of a group or class of administrators, that his/her or their rights under the specific language of this Agreement have been violated, or that as to him/her or them, there is a misinterpretation or misapplication of this Agreement.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits may, however, be extended by written agreement of the parties in interest.
2. If an administrator or administrators does/do not file a grievance in writing fifteen (15) days from the date he/she or they should have known of his/her or their claim, the grievance shall be considered to have been waived.
3. Failure at any level by the aggrieved administrator or administrators or by his/her or their representative in accordance with the terms of this contract to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures

1. If an administrator or administrators feels/feel that he/she or they may have a grievance, he/she or they shall first discuss the matter with the Superintendent of Schools before initiating the formal grievance procedure. The Superintendent of Schools should arrive at a decision within three (3) school days.
2. If the administrator or administrators is/are not satisfied with such disposition of the matter, he/she or they shall have the right to have the Association assist him/her or them in further efforts to resolve the problem informally with the Superintendent of schools.

E. Formal Procedures

2. Level One - Superintendent of Schools

If the aggrieved administrator or administrators is/are not satisfied with the disposition of his/her or their informal grievance the Association may, within ten (10) days after the formal presentation at Level One, elect to file the written grievance with the Superintendent of Schools.

The Superintendent shall, within six (6) days after receipt of the grievance, meet with the aggrieved administrator or administrators and/or with representatives of the Association, for the purpose of resolving the grievance.

The Superintendent shall, within six (6) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved administrator or administrators, with a copy to the Association.

3. Level Two - Board of Education

If the aggrieved administrator or administrators is/are not satisfied with the disposition of his/her or their grievance at Level One, the Association may, within ten (10) days after the hearing, file the grievance as an appeal to the Board of Education.

The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the parties in interest for the purpose of resolving the grievance.

The Board shall, within six (6) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator or administrators, with a copy to the Association.

4. Level Three - Arbitration

- a) If the aggrieved administrator or administrators is/are not satisfied with the disposition of his/her or their grievance at Level Two, the Association may, within ten (10) days after the date of the Board's written decision, submit the grievance to arbitration by so notifying the Chairperson of the Board, in writing, with a copy to the Superintendent.
- b) The Chairperson of the Board and the president of the Association shall, within five (5) days after such written notice is received by the Chairperson of the Board, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, they may extend the selection period five (5) days by mutual agreement. If they do not mutually agree to extend the selection period, or if an impasse is reached at the end of the extension, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite with the aggrieved administrator or administrators and other parties in interest.
- d) The arbitrator shall render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues not later than twenty (20) days from the date the final statements and proofs are submitted to the arbitrator. The decision of the arbitrator shall be final and binding upon any party in interest.

- e) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by, and must comply with, all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement.
- f) The cost for services of the arbitrator shall be borne equally by the Board and the Association. If a court stenographer is requested by either party, the Association and the Board agree to split the costs.

F. Miscellaneous

- 1. No documents, communications, or records dealing with the processing of a grievance shall be filed in the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent and made available through the mutual agreement between the Superintendent and the President of the Association to the interested parties and to the Association so as to facilitate operation of the grievance procedure.
- 3. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance by reason of such participation.

ARTICLE III - BENEFITS

- A. The Board shall provide the following health insurance benefits for each insured and any eligible dependents:

- 1. A High Deductible Health Plan with a Health Savings Account (HDHP/HSA Plan) including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2,500/5,000	
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	\$5/15/30 co-pay after meeting deductible	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family)	\$5,000/10,000	

Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	\$1,000,000

For each administrator who elects to participate in the HDHP/HSA Plan, the Board will deposit into the administrator's HSA account amounts listed below. One-half of the Board's contribution toward the HSA deductible will be deposited into the HSA accounts on or about September 1, and the second half will be deposited into the HSA accounts on or about January 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Board's contributions into the HSA accounts for participating administrators shall be as follows:

- a. 2022-2023: \$750/1,500 (individual/two-person or family)
 - b. 2023-2024: \$750/1,500 (individual/two-person or family)
 - c. 2024-2025: \$1,000/2,000 (individual/two-person or family)
2. Each employee shall have the option to enroll the following dental plan for the employee and the employee's eligible dependents: Blue Cross/Blue Shield Flexible Dental Benefits with \$50 per member per benefit period and \$150 family deductible with applicable coinsurance and maximums for individuals and family members. Effective July 1, 2005, the annual maximum shall be increased to fifteen hundred dollars (\$1,500). Each employee shall contribute to the cost of their dental insurance based on the premium cost-sharing formula outlined below for the HDHP/HSA Plan.

The above descriptions of the Plans are summaries of Plan benefits. Copies of the actual group policies are on file in the Superintendent's office.

For contract year 2022-2023, the Board shall fund seventy-five percent (75%) of the premium costs for the HDHP/HSA health and dental insurance, and the employee shall fund twenty-five percent (25%) of the premium costs.

For contract year 2023-2024, the Board shall fund seventy-five percent (75%) of the premium costs for the HDHP/HSA health and dental insurance, and the employee shall fund twenty-five percent (25%) of the premium costs.

For contract year 2024-2025, the Board shall fund seventy-five percent (75%) of the premium costs for the HDHP/HSA health and dental insurance, and the employee shall fund twenty-five percent (25%) of the premium costs.

Excise Tax. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the effectiveness of this Agreement triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Article III (A) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

B. Life Insurance

The Board will provide a \$200,000 life insurance policy for the employees and an Accidental Death and Dismemberment Clause of which the Board will pay the same percentage of the premium as it pays for the HDHP/HSA plan. The remainder shall be paid by the administrator.

C. Retirement

Within thirty days of an administrator's retirement, the Board shall pay the administrator a one-time pay-out at retirement of four hundred dollars (\$400) per year of full-time service in the employ of the New Hartford Public Schools in a position requiring a certificate (i.e. teacher or administrator), or five thousand dollars (\$5,000), whichever is greater, under the following conditions:

1. "Retirement" shall be construed as retirement under the statutory scheme for teacher retirement in Connecticut, found at Section 10-183b of the Connecticut General Statutes.
2. The retiring administrator shall have given the Board at least six (6) months notice of his/her intent to retire. If a serious medical condition prevents an administrator from giving six (6) months notice of retirement, the Board shall render payment of the retirement benefit in the first fiscal year for which such payment can be included within the Board's budget.
3. The payment described above by the Board shall be made to the administrator in the form of a contribution to a 403b tax sheltered annuity plan. This benefit shall not apply to employees hired on or after July 1, 2016.

D. The Board of Education reserves the right to self-insure in whole or in part and/or to change insurance administrators/carriers/plans with respect to any insurance benefit provided pursuant to this Article, so long as the proposed change results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. The Board shall provide the Association with a

copy of any proposed change prior to the changes taking effect. In order to implement the proposed change, the Board and the Association must be in agreement that the proposed results in coverage which is comparable when considered as a whole to the benefits in effect immediately prior to the change. In the event of a disagreement between the Board and the Association concerning the proposed change, the Board and the Association agree to submit the proposed change to an arbitrator with experience in the area of insurance to determine whether the proposed change meets the standard described herein.

E. Annuity

Administrators shall be eligible to participate in a tax sheltered annuity plan established pursuant to section 403(b) of the Internal Revenue Service Code after serving two (2) years as a school administrator in New Hartford. The Board shall contribute \$3500.00 annually for each administrator, payable in equal installments over 26 pay periods. The Association shall be able to select the carrier from the ones currently available and with whom there are current enrollments by school district personnel. The carrier selected must agree to distribute deductions to any other carrier which may become involved. The Association agrees to hold the Board harmless with respect to all aspects of administering the annuity.

F. Disability

The Board will provide Long Term Disability Income Insurance for each bargaining unit member. The Board and the Association acknowledge that such insurance includes at least a day ninety (90) day waiting period.

Each bargaining unit member will pay the same percentage of the premium for the Long-Term Disability plan as it pays for their health insurance plan. The remainder of such premium shall be paid by the Board of Education.

ARTICLE IV- LEAVES OF ABSENCE

A. Leaves of Absence with Full Pay

1. Sick Days

Each administrator shall be allowed up to twenty (20) paid sick days per year. Unused sick days may be carried over into subsequent years up to a maximum of two hundred twenty (220) days for Principals and two hundred and five (205) days for the Director of Student Services and the Curriculum Director. Up to twenty (20) of an employee's sick leave days may be used for illness in the immediate family per year. For purposes of this section, immediate family shall be defined as an administrator's spouse, child, stepchild, parent, grandparent, or any other relative residing in the administrator's immediate household. Payment at the substitute rate will be

made for one-half (1/2) of the sick days accumulated prior to July 1, 2016, up to a maximum of one hundred (100) days, following an administrator's retirement from New Hartford. Retirement shall be construed to mean retirement under the statutory scheme for teacher retirement in Connecticut, found in Section 10-183b of the Connecticut General Statutes. Administrators hired on or after July 1, 2013 shall not be eligible for this benefit.

2. Personal Days

- a. A total of four (4) days for all bargaining unit members per year with pay shall be allowed for urgent personal business, which cannot be scheduled outside of regular school hours, or for religious obligations that cannot be met outside the school day.
- b. Personal business may not be used as leisure time for recreational activities or vacation time.
- c. Notification for personal business days shall be made to the Superintendent at least forty eight (48) hours (except in emergencies) prior to taking the leave.
- d. Personal business days should not be requested for the day prior to or the day following any vacation or holiday, except in an emergency, and upon written request, in advance, with reason, to the Superintendent. The decision of the Superintendent is final.
- e. No reason for personal business leave must be indicated by the Administrators except as noted in section (d) above.

3. Absence for Professional Reasons

Absence with pay may be allowed for visiting days, attendance at conventions, participation in school evaluations, education conferences, or other forms of professional development, if approval is granted by the Superintendent. Such days are not chargeable against allotted sick leave, personal leave or bereavement leave.

4. Absence in Excess of Allowance

Absence in excess of allowance shall result in deduction from salary at the rate of 1/220th for Principals and 1/205th for the Director of Student Services and the Curriculum Director.

5. Bereavement Leave

- a. A total of five (5) days with pay shall be allowed per death of a administrator's spouse, child, parent, or relative residing in the administrator's household.

- b. A total of two (2) days shall be allowed for the death of an administrator's brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt or uncle.
- c. The Superintendent may, in his/her discretion, grant bereavement leave for the deaths of individuals other than those identified above.

6. Jury Duty

Any administrator who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

B. Leaves of Absence Without Pay

1. Family Medical Leave

An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29, U.S.C. 1601, et. seq., shall be granted up to twelve (12) weeks of FMLA leave during a rolling twelve month period in accordance with the Act. Any accumulated paid leave time (e.g. personal leave, sick leave) must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave be included in (and shall be in addition to) the aforementioned twelve weeks of allowable leave. A medical certificate acceptable to the Board shall be required for FMLA leave situations.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the employee fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

2. Study

A one year leave of absence for approved study or planned program of professional activity may be granted to an administrator with reinstatement subject to availability of a position for which the administrator is qualified as determined by the Superintendent.

3. Military Service

All leaves for military service shall be subject to the provisions of the law.

4. Child-Rearing Leave

It is recognized that some administrators may be eligible for a leave of absence without pay under the FMLA, as described above. In addition to FMLA leave, any administrator who is expecting a child, or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, maybe granted a long-term leave without pay for child-rearing purposes. The request for such leave must be made in writing at least thirty (30) days prior to its commencement and must indicate the length of time for said leave. Normally, the leave shall not exceed more than one year, and any period of FMLA leave taken will be counted against the one year provided for in this subsection. However, requests for extensions of the leave may be granted at the discretion of the Board of Education. During such leave, the administrator may continue in his or her insurance benefits at his or her own expense. Upon return, an administrator shall be assigned to his or her former position or an equivalent position at the discretion of the Superintendent.

ARTICLE V- WORK YEAR

Full time Principals and the Director of Student Services are considered twelve (12) month administrators and will work the equivalent of two hundred twenty (220) days per year.

Scheduling of vacation will be worked out with the Superintendent. Vacation days will not be scheduled while school is in session for students. Vacation days will not be scheduled within two (2) weeks of the first day of the teacher school year, subject to exceptions granted by the Superintendent for special circumstances at his or her discretion. The decision of the Superintendent with respect to the granting of this exception is final.

ARTICLE VI - REDUCTION IN FORCE

For matters related to a reduction in force, the Board and Association agree to abide by Connecticut General Statute 10-151. Beyond the provisions in the statutes, the following language shall apply:

1. The Board shall notify the Association of any planned elimination or reduction from the current FTE position(s) and consult with the Association concerning such elimination(s). In the event of the elimination or reduction of any administrative position, the Board will place the administrator affected in any vacant teaching or administrative position for which such administrator is certified and qualified, as determined by the Superintendent of Schools. In the event that an administrator

position is not available, an administrator shall have the right to bump into the teacher's bargaining unit based on the terms set forth in the negotiated Reduction in Force (RIF) procedure in the teachers' collective bargaining agreement. In the event that an administrator is displaced to a teaching position, he/she will be placed on the salary step commensurate with his/her years of teaching experience.

A. Criteria for determining order of termination:

- i. Order of elimination of positions
 - a. Vacancies due to retirement or resignations are to be considered before elimination takes place
 - b. Non-tenured staff
 - c. Tenured staff
 - ii. In the event that the criterion outlined above is found not to be definitive enough, the following criteria will be imposed first on non-tenured staff and then on tenured staff as the only factors to be considered in the order listed below:
 - a. continuous years of service as an administrator in the New Hartford school system (i.e., seniority)
 - b. certification
 - c. performance evaluation
 - d. total years of teaching experience
 - e. degree status
 - iii. After the Board determines which administrator shall be laid off, the Board shall have the authority to reassign remaining administrators in accordance with the best educational interest of the school district.
2. The name of the administrator whose position has been eliminated shall be placed on a reappointment list and shall remain on such list for a period of twelve (12) months, provided such administrator does not refuse a reappointment to a position for which he/she is qualified and certified, as determined by the Superintendent of Schools. Any such administrator on the reappointment list shall receive an offer of employment as soon as possible. If the offer is in writing, it shall be by certified mail to his/her last known address. The administrator shall accept or reject a written or oral offer of appointment in writing within ten (10) calendar days of receipt. An oral offer of the Board should be confirmed in writing as soon as possible. Upon acceptance of an appointment, the administrator shall receive a written offer of employment as soon as possible.
 3. An administrator who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave, salary increments, if any, and any other benefits earned prior to layoff.

4. An administrator on the recall list shall have the right to continue, at his/her own option, group plans for medical and life insurance at his/her own expense, subject to any restrictions imposed by the carrier.

ARTICLE VII - TRAVEL REIMBURSEMENT

Administrators shall be reimbursed for school business related travel at the IRS reimbursement rate. Administrators shall be required to submit mileage invoices twice a year, specifically on or about December 15th and on or about June 15th.

ARTICLE VIII- COMPENSATION

The parties agree that the Board may establish a salary for any newly hired full-time Principal with a range of plus or minus fifteen percent (15%) of the highest Principal's salary. Similarly, the Board may establish a salary for a new Director of Student Services or Curriculum Director that is within the range of plus or minus fifteen percent (15%) of the current position's salary.

All employees shall be paid via electronic direct deposit into a designated bank account of the employee's choice. Such bank account number shall be provided to the Superintendent or her/his designee prior to the commencement of each school year. An employee will receive an electronic notification of the direct deposit each payroll period.

Should an Administrator resign his/her position, a written notice of forty-five (45) calendar days must be provided to the Board.

The salaries for current administrators shall be as set forth in Appendix A.

Annual Stipends

Superintendent-in-Charge \$1,000.00 Doctoral Degree: \$2,000.00

Team Facilitator-----\$1,000.00

An administrator will serve as the Superintendent-in-Charge on a three (3) year cycle. If an administrator chooses not to serve in this position, the Superintendent may choose another administrator to serve in this role.

Course Reimbursement

Administrators shall be reimbursed for courses taken at an accredited college or university, approved by the Superintendent, at the rate of fifty percent (50%) of the cost per credit pursuant to the requirements below. The Board is expected to provide said reimbursement not to exceed \$2,000 in total (for the entire bargaining unit) per year.

- a. Approval is granted only in cases where the Superintendent determines that taking a course will benefit the New Hartford Public Schools. The decision of the Superintendent is final.
- b. Request for payment shall be made by June 1, with proof of successful course completion and upon receipt of documentation of payment by the administrator for the approved course.

Administrators shall be eligible for tuition reimbursement as set forth above, provided that they have been employed by the Board for at least two (2) full school years prior to applying for such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such administrator separates from employment from the Board prior to the expiration of such two (2) year period following the payment of such reimbursement, the administrator shall be required to repay to the Board a pro-rated amount of any such reimbursement paid by the Board, at the time of such separation. For example, if the administrator completes only one full year, the administrator shall be required to repay 50% of the total reimbursement amount.

ARTICLE IX - PART TIME ADMINSTRATORS

Part-time administrators hired before July 1, 2019 will receive pro-rated salary and Board annuity contributions, sick leave and personal leave.

Part-time administrators hired on or after July 1, 2019 will receive pro-rated salary and Board annuity contributions, sick leave, personal leave, and health, dental insurance, life/AD&D and long-term disability insurance benefits based on the fractional time the administrator works based on a full-time equivalent (FTE) position.

By way of example, for a .6 FTE part-time administrator, (a) the part-time administrator's salary and Board-funded annuity would be calculated by multiplying the salary and Board annuity contribution for that full-time position by .6; (b) the part-time administrator's sick leave and personal leave would be calculated by multiplying the number of sick and personal days set forth in Article IV of this Agreement for full-time administrators by .6; and (c), for part-time Administrators hired on or after July 1, 2019, the amount the Board would contribute toward the part-time administrator's health, dental, life/AD&D and long-term disability insurance premiums (and HSA deductible as applicable) would be calculated by multiplying the amount the Board pays for a full-time administrator's premium (and HSA deductible as applicable) by .6.

ARTICLE X - DURATION

The provisions of the Agreement shall be effective as of July 1, 2022 and shall continue and remain in full force until June 30, 2025.

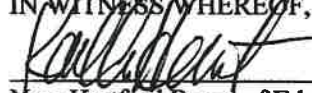
This Agreement contains the full and complete Agreement between the Board of Education and the Association on all bargainable issues, and neither party shall be required during the terms hereof to negotiate or bargain upon any issue, whether it is covered or not covered in writing or understood to exist between the parties, which conflicts with any provision of this Agreement is hereby deemed null and void.

This Agreement supersedes, supplants, and replaces any and all prior Agreements, policies, rules, practices, or understandings between the parties.

In the event that any provision or portion of the Agreement is ultimately ruled illegal by a court of law, the balance and remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on this 18th day of November 2021 by and between the New Hartford Board of Education or its agent and the New Hartford Administrators' Association.

IN WITNESS WHEREOF, the parties hereunto set their hands



New Hartford Board of Education

Karl A. Hermant
Chairman, N.H. BOE



New Hartford Administrators' Association

