

HEBRON BOARD OF EDUCATION
AND
HEBRON ADMINISTRATORS' ASSOCIATION
2021-2024

August 4, 2020

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ARTICLE I
RECOGNITION

The Hebron Board of Education (hereinafter referred to as "the Board") hereby recognizes the Hebron Administrators' Association (hereinafter referred to as "the Association") as the exclusive representative for the Administrators below the rank of Superintendent and Assistant Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire Administrative unit as defined in the aforementioned statute.

ARTICLE II
BOARD PREROGATIVES

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

To maintain public secondary schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Hebron Public Schools to give the children of Hebron Public Schools as nearly equal advantage as may be practicable; to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures subject to the rights of administrators pursuant to §10-153f(e) of the Connecticut General Statutes.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To establish contracts or subcontracts for Board operations. Such subcontracting will not result in reduced hours of work or layoffs of bargaining unit members.

To create job descriptions and revise existing job specifications as deemed necessary.

ARTICLE III LEAVE PROVISIONS

A. Sick Leave

1. Eighteen (18) days of sick leave per year, cumulative to a maximum of two hundred twenty-two (222) days, to be used for personal illness of a twelve month Administrator. In the event that the Administrator exhausts all accumulated sick leave, the Administrator may choose to use available vacation days or personal leave to supplement his/her sick leave account for the year during which illness occurs.

2. The Superintendent of Schools may require an Administrator to provide a note from a licensed physician documenting his/her capacity to work after the Administrator has used five (5) consecutive days of sick leave. If, in the judgment of the Superintendent of Schools, an Administrator is abusing his/her sick leave entitlement, the Superintendent may require the Administrator to submit to a physical examination at Board expense.

3. Administrators shall be entitled to utilize a total of up to seven (7) days of sick leave and/or personal leave (combined) per year to care for a seriously ill member of the immediate family. For the purposes of this provision, "immediate family" shall be defined to include parents, spouse, siblings or any person living in the employee's household.

B. Vacation

1. Twenty-five (25) days of vacation per year, which shall be credited to the Administrator's account on July 1 of each contract year. Although all twenty-five (25) vacation days will be credited on July 1 of each contract year and will be available for use by the Administrator on or after such date in accordance with the provisions of this paragraph, vacation days will be considered earned at the rate of three (3) days in July and two (2) days in each month thereafter. In the event that the Administrator retires or resigns from employment during a contract year, the Administrator agrees to reimburse the Board for any vacation days which have been taken but have not been earned in accordance with this provision, and agrees to authorize the Board to withhold from salary such amounts as are necessary to reimburse the Board of Education for the use of such unearned vacation days.

2. Vacation days must be taken during the contract year in which they are earned, except that up to eight (8) days of vacation per year may be carried over into the following fiscal year. In no event, shall an administrator accumulate more than eight (8) days in addition to his/her annual vacation entitlement. The Administrator will not be entitled to payment for unused vacation under any circumstances.

3. Vacation days may be taken upon prior approval of the Superintendent of Schools or his/her designee. Requests by the Administrator to take vacation time must be submitted to the Superintendent of Schools or his/her designee at least thirty (30) days in advance of the anticipated vacation, except in the case of an emergency.

4. An administrator who retires under the provisions of the Teachers' Retirement Act shall be paid at his/her per diem rate for each unused day of accrued vacation up to a maximum of ten (10) days.

C. Personal Leave

Each Administrator, with the permission of the Superintendent of Schools, may be granted five (5) leave days with pay per year for necessary personal business which cannot be transacted other than during working hours or for observance of religious holidays. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, the Administrator must request permission from the Superintendent of Schools to take such leave at least twenty-four (24) hours in advance.

D. Holidays

Twelve month administrators shall be entitled to fourteen (14) paid holidays on the days designated as holidays by the Board of Education. Provided that school is not in session on any of the days set forth below, paid holidays are as follows:

Fourth of July	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Presidents Day +1 to be designated
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day
The day after Thanksgiving	
Christmas (2 days)	

In the event that school is in session on any of the holidays set forth above, the Board will provide a floating holiday in lieu of the holiday.

E. Inclement Weather

In the event the Hebron Public Schools are closed due to inclement weather, administrators shall have the option to work from home. Administrators shall notify the Superintendent of their decision to work from home via email or text message. An administrator's decision to work from home on such days shall not be treated as a vacation or personal day.

ARTICLE IV
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement, as well as a claim that there has been a failure to follow established procedures of the Hebron school district evaluation plan.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

B. Procedure

Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Superintendent of Schools and the grievant provided such agreement is in writing.

The term "days" shall be defined as work days.

1. Level I - Superintendent of Schools

If the Administrator believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, or a failure to follow the district evaluation procedures, then the Administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Administrator knew or had reason to know of the basis for such a claim.

2. Level II - Board of Education

If there has not been a satisfactory resolution to the claim within fifteen days of

the submission of the claim to the Superintendent, then the Administrator shall have the right to submit the grievance in writing to the Chairperson of the Board. Failure to do so shall constitute acceptance of the decision of the Superintendent. The Board or its designee(s) may meet with the Administrator to discuss the claim.

3. Level III – Arbitration

(a) If the Association is not satisfied with the disposition of the grievance by the Board, it may submit the grievance to arbitration by so notifying the Board in writing within seven (7) days after the Board's decision or, if no such decision is received, within seven (7) days of the deadline for such decision, whichever occurs first. The Board and the Association shall within seven (7) days after such written notice jointly attempt to select a single arbitrator who is an experienced labor arbitrator. If the parties are unable to agree on an arbitrator within such seven-day period, the Association shall submit the demand for arbitration to the American Dispute Resolution Center, Inc., (ADRC) in accordance with its administrative procedures, practices and rules. Whether or not previously indicated at earlier steps, the provision(s) of the agreement which are involved shall be identified in the submission to the ADRC. A copy of the submission must be provided to the Board at the time of its submission to the ADRC.

The arbitration shall be conducted in accordance with the administrative procedures, practices, and rules of the ADRC, except that the Association shall pay all the initial filing fees and except that such practices, rules and procedures are subject to the terms of this contract in cases of conflict.

(b) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

(c) The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties, except as provided otherwise by law.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be made available by the Superintendent for the Association.

The failure of an aggrieved party to process a grievance to the next level of the procedure within the time limits specified shall constitute a waiver of the right to pursue the grievance.

ARTICLE V
INSURANCE BENEFITS

A. The High Deductible/HSA Plan shall be the sole insurance plan for all administrators. The Board shall provide health insurance coverage for the Administrator and any eligible dependents of the Administrator under such plan set forth below.

For coverage under the High Deductible/HSA plan, the Administrator shall pay:

2021-2022	19.0%
2022-2023	19.25%
2023-2024	19.5%

Payments shall be made through payroll deduction

B. The Board shall offer a High Deductible/HSA plan with the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000 (shared with in-network)
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000 (includes deductibles)	\$4000/8000 (includes deductible)
Lifetime Maximum	Unlimited	Unlimited
Prescription Drugs		20% after deductible, up to co-insurance maximum

The Board will fund the following percentages of the applicable HSA deductible amount for each full-time administrator who elects coverage under the High Deductible/HSA plan (with pro-rated funding of the deductible for part-time administrators).

2021-2022	50%
2022-2023	50%
2023-2024	50%

The Board's contribution toward the HSA deductible will be deposited into the HSA accounts on the first payroll period in July. 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. Administrators who commence employment after July 1 shall receive a pro-rated Board contribution toward the funding of the deductible for that year.

C. The Board shall provide dental insurance coverage for the Administrator and any eligible dependents of the Administrator under one of the dental insurance plans provided for employees of the Board. The Board shall pay one hundred percent (100%) of the costs of individual and dependent dental coverage.

D. The Board's premium contributions for health and dental insurance shall be based upon the least expensive health plan offered to employees of the Board. If the Administrator elects coverage under a more expensive plan offered by the Board, he/she shall be solely responsible for the additional cost(s) of such plan.

E. All dental and health insurance coverage is subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health and dental insurance coverage at any time during the term of this Agreement.

F. The Board will provide the Administrator with group term life insurance coverage in the amount of two (2) times the Administrator's annual salary.

G. The Board shall provide the Administrator with a long-term disability plan beginning after 30 days of disability. The benefit shall provide an income to the disabled Administrator of sixty percent (60%) of base salary up to a maximum benefit of \$6,000 per month, payable until age sixty-five (65). In no event shall any combination of any paid sick leave, worker's compensation, or disability pay exceed the Administrator's regular per diem salary during any period of disability.

H. The Board shall provide a Section 125 Plan under the IRS Code to enable Administrators to make insurance payments of the following qualified expenses on a pre-tax basis:

1. Insurance premium contribution
2. Dependent care assistance
3. Supplemental medical expense reimbursement

I. Administrators who retire under the provisions of the Teachers' Retirement Act shall be permitted to continue their health insurance coverage at their own expense, and the Board of Education shall perform whatever administrative services are required to permit such continuation through the group plan.

J. The Board shall offer a High Deductible Health Plan with a Health Reimbursement Account ("HRA") option as the base health insurance plan for administrators who are not eligible to participate in an HSA. The plan itself will have the same benefits and deductible as the HDHP/HSA. However, it will feature an HRA that will reimburse eligible claims that are applied to the medical plan deductible up to the same total dollar amount as would otherwise have been contributed to a participant in the HSA at the same enrollment coverage.

K. 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. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term 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 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.

ARTICLE VI SALARIES

A. The annual base salaries of administrators shall be the sum of (a) the cash compensation set forth in Appendix A made in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of three percent (3.0%) of the cash compensation referenced in subsection (a) above, to be paid to administrators in substantially equal installments during the contract year as to which amount administrators will arrange to have an elective deferral deducted from their salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of their choosing. In the 2022-23 contract year, the percentage set forth in subsection (b) above, shall increase to 3.25%. In the 2023-24, contract year, the percentage set forth in subsection (b) above shall increase to 3.5% .

B. Twelve month employees shall work two hundred sixty-one (261) days, which shall be comprised of the following: one hundred eighty seven (187) teacher work days, thirty-five (35) additional days as determined by the Superintendent, twenty-five (25) vacation days, and fourteen (14) paid holidays.

C. The Board shall provide each administrator with a district-issued cellular Smartphone, to be used in accordance with district policies and procedure related to same.

ARTICLE VII
PROFESSIONAL DEVELOPMENT

A. The Board agrees to include in its budget at least six thousand dollars (\$6,000) per year [equivalent to \$2,000 per administrator] for the participation of Administrators in university courses, conferences, workshops and similar activities relevant to the job duties of the Administrators. These funds may also be used to purchase professional memberships, books and materials for use by each Administrator. Participation in such activities or purchases must be approved in advance by the Superintendent of Schools.

B. Upon submission of invoices, bills, receipts or other written verification satisfactory to the Board, the Board shall reimburse the Administrator for professional activities. The Board will not pay for activities or materials covered by other grants, fellowships, or third party sources.

C. For the purpose of reimbursement for university coursework, a grade of "B" or better will be necessary except in pass/fail courses where a grade of "pass" is necessary.

ARTICLE VIII
RETIREMENT BENEFITS

A. If the Administrator retires under the provisions of the Teachers' Retirement System with at least ninety (90) calendar days' advance notice to the Chairperson of the Board of Education, the Administrator shall be paid \$25.00 per day for each unused day of accrued sick leave, to a maximum of one hundred (100) days.

ARTICLE IX
REDUCTION IN FORCE

In the event that an Administrator's position is eliminated, he or she shall have the right to bump into the teacher bargaining unit based on the reduction in force process in the teacher labor agreement.

ARTICLE X
JUST CAUSE

No Administrator shall be suspended without pay or demoted to another position without reasonable and just cause.

ARTICLE XI
DURATION

The provisions of this Agreement shall be effective as of July 1, 2021 and shall continue and remain in full force and effect to and including June 30, 2024.

This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto. Except where the Board proposes a substantial change in conditions of employment or is otherwise obligated to negotiate over any related impact neither party shall be required to negotiate on any issue whether or not covered herein. Any required negotiations shall be in accordance with the provisions of Connecticut General Statutes Section 10-153f(e). The parties hereby acknowledge that there are no outstanding verbal or written side agreements regarding conditions of employment.

SIGNATURES

For the Hebron Board of Education

For the Hebron Administrators' Association

By Heath Pettis

By [Signature]

Date 8/18/20

Date 8/17/20

APPENDIX A

Position	2021-22 Salary	2022-23 Salary	2023-24 Salary
Hebron Elem Principal	\$153,810	\$158,424	\$163,177
Gilead Hill Principal	\$153,810	\$158,424	\$163,177
Director of Educational Services	\$153,810	\$158,424	\$163,177

A stipend in the amount of \$2,000 will be paid by the Board for a doctoral degree in education.

**Addendum to the Contract between the Hebron Board of Education
And the
Hebron Administrators' Association**

The Hebron Board of Education (the "Board") and the Hebron Administrators' Association (the "Association"), hereinafter collectively referred to as "the parties", agree as follows:

WHEREAS, the Board and the Association are parties to a collective bargaining agreement covering the period July 1, 2021 to June 30, 2024 (the "Contract"); and

WHEREAS, the Board has created an Assistant Principal Position to be included in the bargaining unit in accordance with Article I (Recognition) of the parties' Contract.

Now therefore, effective upon execution of this Agreement, the Assistant Principal Position will be incorporated into the parties' Contract and all terms and conditions of said Contract shall apply, except as otherwise set forth below:

1. The salary rate for the 2023-2024 contract year for the Assistant Principal position shall be One Hundred Twenty-Three Thousand Six Hundred Dollars (\$123,600).
2. The work year for the Assistant Principal position shall be Two Hundred Seven (207) work days per contract year. This shall consist of the teachers' contract year plus 20 additional working days which shall be mutually agreed upon between the Assistant Principal and the Building Principal and shall include the summer prescheduled summer retreat, subject to the Superintendent's approval. Legal holidays when the district is closed, consistent with the Board's established school calendar, may not constitute a working day and shall not be counted toward the calculation of the Assistant Principal work year.
3. The Assistant Principal position shall not be entitled to vacation pursuant to Article III, Section B of the parties' Contract. [Emphasis Added].
4. The Assistant Principal position shall be entitled to fifteen (15) sick days, five (5) of which may be used per year to care for a seriously ill member of the immediate family. For the purposes of this provision, "immediate family" shall be defined to include parents, spouse, siblings or any person living in the employee's household.

5. The Assistant Principal position shall be entitled to (5) personal days each contract year provided such days meet the definition of one of the categories set forth below in italics.

1. *for legal reasons;*
2. *for marriage (self, children, parents, siblings, and siblings of spouse);*
3. *for illness in the immediate family;*
4. *for death in the family or attendance of funerals;*
5. *for religious holidays when the tenets of the religion require an adherent to abstain from work and/or to attend religious services during the workday;*
6. *for attendance of graduation exercises (self, spouse, son, daughter);*
7. *for birth of a child by spouse, or adoption of child;*
8. *for personal business that cannot be transacted outside of regular school hours.*
9. *for personal business of a confidential nature. Such personal business need not be explained in writing, but shall be told confidentially to the Superintendent. Personal business shall not be construed to mean private shopping, vacation, etc.*
 - a. *Personal days for category no. 8 above may not be taken on days adjacent to a school holiday or any school recess (including the summer recess and any school recess occurring during the school year).*
 - b. *Application for leave in the above provisions shall be made to the principal at least forty-eight (48) hours before taking such leave except in cases of extreme hardship.*
 - c. *Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the administrator is entitled. Such personal leave shall not be cumulative.*
 - d. *Personal days provided above shall not be used to extend vacations.*
 - e. *Additional days may be granted by the Board upon the recommendation of the Superintendent of Schools.*

6. In the event the Hebron Public Schools are closed due to inclement weather, the Assistant Principal position shall not have the option to work from home and such day shall not constitute a working day and shall not be counted toward the calculation of the Assistant Principal work year unless specifically approved in advance by the Superintendent. [Emphasis Added].

7. The provisions set forth in this Agreement shall not establish a practice or precedent for any purpose.

8. This Agreement shall have no effect on any other provision of the parties' contract and all such other provisions shall remain in full force and effect. Except as otherwise set forth in this MOA, the Assistant Principal Position shall be subject to all other provisions of the collective bargaining agreement.

For the Hebron Board of Education

By  _____

Date 3/9/23 _____

For the Hebron Administrators' Assoc.

By  _____

Date 3/16/23 _____