COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CAPITOL REGION
EDUCATION COUNCIL
AND
THE CREC ADMINISTRATORS’ ASSOCIATION

July 1, 2023 - June 30, 2027
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The CREC Administrators' Association (hereinafter referred to as CAA) through its Executive Board (hereinafter referred to as the "Board") and the Capitol Region Education Council (hereafter CREC) hereby agree as follows:

Article 1: Recognition

A. CREC hereby recognizes the CAA as the exclusive bargaining representatives of the administrator’s unit, which is defined as all of those certified professional employees who are employed by CREC, and who are eligible for membership in the administrator’s unit as defined in § 10-153b(a) et seq. of Connecticut General Statutes with respect to salaries, hours, and other conditions of employment. Nothing in this clause shall alter the rights of the parties under subsequent legislation regarding the bargaining relationship.

B. It is recognized that the CREC Council will continue to retain whether exercised or not the sole unquestioned right, responsibility, and prerogative to direct CREC in all of its aspects, including but not limited to the following: to maintain public elementary and secondary schools or programs and such other educational activities, as, in its judgment, will best serve the interests of CREC; to give the children CREC serves equal advantages as may be practicable; to decide the need of schools facilities; to determine the care, maintenance, and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school program; to employ, assign, and transfer administrators; to suspend or dismiss administrators of schools or programs in the manner provided by the statute; to designate the schools or programs which shall be attended by the various children CREC serves; to prescribe the rules for the management, studies, classification and discipline for the schools; to decide the textbooks to be used; to make rules for the arrangement, use, and safe-keeping of CREC buildings; to prepare and submit budgets. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions in this Agreement.

Article 2: Definitions

In the construction of the articles of this agreement, words and phrases shall be construed according to the commonly approved usage of language, except that terms of art, those words which have acquired special meaning in education or collective bargaining, shall be interpreted accordingly.

1. "Board" - CAA Executive Board
2. "Council" - CREC Council
3. "Executive Director" - The Executive Director of the Capitol Region Education Council
4. "Association" - Capitol Region Education Council Administrators Association
5. "Administrator" - Certified professional employee who is employed by CREC in a position requiring the Intermediate Administration or Supervision (#092) certification, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee and, as such, is included in the administrators' bargaining unit as defined by Conn. Gen. Stat. § 10-153b(a). The bargaining unit shall not include employees acting as Assistant Superintendents, Director of Student Services, Assistant Director of Student Services, Division Directors, Assistant Division Directors, the Superintendent, or the Executive Director.

6. "Association Officer" - The duly designated officer of the CAA. The Association president shall submit a list of officers of the Association to the Executive Director in September and shall keep this list current.

Article 3: Conditions of Employment

A. The administrative work year shall be twelve (12) months with 25 days of accrued vacation, except for positions with other work years as specified on Appendix A and as otherwise agreed by the parties.

B. CREC recognizes 12 holidays per year plus three "assigned holidays" which are determined by the Executive Director.

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<thead>
<tr>
<th>Holiday</th>
<th>Assigned Holiday</th>
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<tr>
<td>Juneteenth</td>
<td>Christmas Day</td>
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<tr>
<td>Independence Day</td>
<td>New Year's Day</td>
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<td>Labor Day</td>
<td>Martin Luther King Day</td>
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<td>Indigenous Peoples Day</td>
<td>Presidents' Day</td>
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<tr>
<td>Veterans Day</td>
<td>Good Friday</td>
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<tr>
<td>Thanksgiving Day</td>
<td>Memorial Day</td>
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</table>

If school is held on a day above the administrator may take another day within thirty (30) days of the holiday as the holiday with the permission of his/her supervisor.

C. The work year for deans and other 208 day administrators shall be 208 work days. This includes 187 teacher days plus an additional 21 days scheduled by the supervisor in consultation with the dean or other 208 day administrator. The work year for CRG Senior Ed Specialist shall be 200 days.

D. If, in the discharge of his/her duties or responsibilities, an administrator sustains property damage caused by a student, he/she will promptly fill out a Personal Property Replacement Report and submit it to his/her immediate supervisor or coordinator for approval and verification. Once verification has been granted, the report will be forwarded to the Executive Director or his/her designated representative, and payment for the property damage will be made within one month of the incident provided all required reports, receipts, etc. have been submitted. Payment for repair or replacement of damaged property shall in no case exceed Two Hundred ($200.00) dollars per incident, except that this limit shall not apply to the replacement of eyeglass lenses.
E. Professional Leave

With the prior written approval of their supervisor, administrators may be authorized to attend conferences, institutes, or other professional meetings or visits without loss of pay or benefit time. Administrators must submit a request in writing to their supervisor for permission to attend within a reasonable time prior to the date or dates requested. The supervisor shall grant or deny the request in writing.

Article 4: Grievance Procedure

A. The purpose of this procedure is to equitably resolve any alleged breaches of this contract through open and honest discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept confidential as it is appropriate.

B. Definitions

1. "Grievance" shall mean an alleged violation, misinterpretation or misapplication of a specific term or terms of this contract to the detriment of an Administrator or a group of Administrators.

2. "Administrator" shall mean any member of the bargaining unit.

3. "Grievant" shall mean the person or persons making the claim. At Level Four, Arbitration, "Grievant" shall mean Association, and only the Association may appeal a grievance to arbitration.

4. "Days" shall mean regular work days at CREC (exclusive of holidays) as determined by the approved CREC calendar.

C. Time Limits

1. Grievances are processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum. The time limits specified at any level may be extended by written agreement of the grievant and appropriate supervisor.

2. If the Administrator does not file a grievance within twenty (20) days after he/she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be considered acceptance of the decision at the level below.

4. Failure by CREC to render a decision within the specified time limits at any level shall allow the grievant to proceed to the next level of the procedure.
D. Informal Procedure

1. An administrator who believes that he or she may have a grievance is encouraged to consult with the Association and to discuss the matter informally, with or without the assistance of the Association, with the responsible administrator in an effort to resolve the concern informally.

2. Such informal discussions shall not affect the time limits for filing a formal grievance, as set forth above.

E. Formal Procedure

1. Level One - Supervisor
   
   a. The grievant shall file a written formal grievance with the immediate Supervisor, by specifying the term or terms of the contract that the grievant believes has been violated, misinterpreted or misapplied.

   b. Within five (5) days after the receipt of the formal grievance, the immediate supervisor will set up a meeting with the grievant and with any other appropriate member of the CREC staff who may help facilitate a resolution of the grievance.

   c. The immediate supervisor shall, within five (5) days after the hearing, render his/her decision and reasons in writing to the grievant.

2. Level Two - Executive Director

   a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision (or five days after the date on which such decision was due) file the grievance with the Executive Director.

   b. The Executive Director or his/her designee shall meet with the grievant within ten (10) days after receipt of the grievance for the purpose of resolving the grievance.

   c. The Executive Director or his/her designee, within five (5) days after such meeting, render his/her decision and the reasons in writing to the grievant.

3. Level Three - Arbitration

   a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within ten (10) days after the decision of the Executive Director (or within ten (10) days after the date on which such decision was due), submit the grievance to arbitration by notifying the Executive Director of its intent to do so. If the Association and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the procedures.

   b. The arbitrator selected shall confer promptly with the Executive Director and the Association, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.
c. The arbitrator shall be bound by the Voluntary Arbitrator Rules. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from, or modify the agreement. The decision of the arbitrator shall be submitted to the Executive Director and to the Association, and subject to law, shall be final and binding.

d. The costs of the services of the arbiter shall be borne equally by CREC and the Association.

F. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. The grievant may be represented at Level One, Two, or Three of the Grievance Procedure by a person of his/her choosing. When an Administrator is not represented by the Association, the Association shall be notified and has the right to be present and to state its views at Level One, Two, Or Three of the Grievance Procedure.

G. Miscellaneous

1. All documents, communications and records generated by a grievance shall be filed separately from personnel files of the participants.

2. Forms for filing the grievances and other necessary documents shall be maintained by the Association and the Executive Director.

3. If the grievance occurs as a result of an action by other than the administrator’s immediate supervisor or affects a group or classification of administrators the grievance may be processed immediately at the level at which it occurs. In such a case, the grievance shall specifically identify the group and the alleged harm suffered by that group.

4. The Association may elect to process any grievance of any administrator or group of administrators on its own behalf at any step of the Grievance Procedure.

Article 5: Just Cause

No administrator shall be reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. If an administrator is to be formally disciplined by the Executive Director or his/her designee, he/she shall receive a statement of reasons in writing.

Article 6: Salary and Payment

A. All administrators will be paid on a biweekly basis on a twenty-six (26) pay plan. Employees shall be paid via electronic direct deposit into a bank account designated by the employee. Such bank account information shall be provided to the Payroll
Department via CREC Direct Deposit Form. Designated banks may be changed in any other month except for June, July, or August.

B. In the event of termination of the contract of employment of an administrator, CREC shall pay salary earned through the date of termination on a per diem basis.

C. In determining the initial placement on the salary schedule for administrators new to CREC, credit may be granted for similar experience in other communities and the administrator shall be placed on the appropriate step of the salary schedule as determined by the Executive Director or his/her designee.

D. If an administrator is assigned in writing by the Executive Director or his/her designee to work in an administrative position in a higher salary group than his/her regular group and said administrator works in the designated administrative position for more than ten (10) consecutive work days, then he/she shall receive pay of the higher salary group in which he/she is working commencing after the tenth (10th) consecutive work day at the salary step in the higher classification that provides a salary increase.

E. An administrator placed in a position with a lower salary than his or her prior position shall be paid the salary of the prior position for one (1) calendar year. Thereafter the administrator shall be paid the rate on the grid for his or her new position commensurate with his or her years of experience. This provision shall not apply to position eliminations as discussed in Article 9 (Reduction in Force). Instead, Article 9 shall apply where member's positions have been eliminated.

**Article 7: Leaves of Absence**

A. **Pregnancy Disability Leave**

Administrators shall be granted pregnancy disability leave in accordance with the law.

B. **Childrearing Leave**

1. Any Administrator shall be entitled, upon written request submitted to the Executive Director, to leave without pay, for purposes of childrearing, apart from any period of childbirth disability leave. Such employees shall be entitled to such leave for the portion of the school year in which the child is born, adopted, or fostered, and for one (1) additional school year if requested by the employee.

2. Such childrearing leave shall be subject to the following conditions:
   a. Such leave shall be without pay or benefits (except for benefits available under the FMLA), and such leave shall only be available after all personal leave and vacation leave is exhausted. Administrators on childrearing leave may participate at their own expense in the health insurance program for active employees, provided that they pay the cost of such program in advance on a monthly basis.
b. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave. Should the administrator have been on pregnancy disability leave, such childrearing leave shall commence immediately after such disability leave.

c. The administrator on leave shall be responsible for notifying CREC at least thirty (30) days prior to the last day of leave of his/her intention to return to work. A failure to provide such notice shall be deemed a resignation by the administrator of his/her position with CREC.

3. Upon return to work at the termination of childrearing leave, an administrator will be placed in the salary step effective at the time of the commencement of the childrearing leave, provided he/she returns during the same school year in which childrearing leave commenced. If the administrator returns to full-time duties in a subsequent year, and has served more than one-half of the school year, or through January 31 of the year in which the leave occurred, he/she shall be placed on the next step on the salary schedule when returning, provided a new school year has commenced. Sick leave and vacation leave earned at the commencement of the leave, and not used during the childrearing leave period, shall be credited to the administrator when he/she returns from childrearing leave.

C. Sick Leave

1. Administrators shall be entitled to sick leave with full pay up to twenty (20) working days each year. Unused sick leave shall be accumulated from year to year, so long as the administrator remains continuously in service of CREC, up to a maximum accumulation of two hundred twenty (225) days.

2. Administrators shall be entitled, in any year, to use up to eight (8) sick days for illness of a member of the administrator’s immediate family. Immediate family includes parents, children, siblings, spouse, grandparents, grandchildren, step or in-law relations in the preceding five relationships, or any other person who is a member of the employee’s household or similar relationships with the approval of the Executive Director.

3. A doctor’s certification may be required by the Executive Director to verify any use of sick time. Any medical expenses connected with such certification shall be paid by CREC. CREC will have the right to choose the physician for such certification.

D. Personal Days

Three (3) personal days may be used for any reason, but the dates must be approved by the Executive Director or his/her designee.

E. Professional Leave

Each employee is encouraged to attend professional development conferences and/or workshops related to their professional growth and development. Requests for leave for professional development will be submitted to the Superintendent or designee for approval.
F. **Vacation**

All twelve-month administrators shall accrue twenty-five (25) vacation days each year. It is expected that, whenever possible, the days will be taken at a time convenient both to the administrator and the needs of administrator's program. The request for vacation days should be submitted to the administrator's supervisor for pre-approval except in cases of an emergency. In case of an emergency, the request should be made as soon as possible. Twelve-month administrators can take vacation time in either the fiscal year it is earned, or in the next fiscal year. Further carry-over of vacation days is not permitted. Upon termination of employment, administrators may take their accrued vacation time or be paid for any accrued unpaid days still owed to them. Vacation is prorated for a partial year of work.

G. **Religious**

Up to three whole or six one-half days are available for eligible employees working 20 hours a week or more, to take for approved formal religious observances (not available to employees working less than 20 hours). The observance(s) is limited to that time which is required for the formal observance(s) only. A formal request must be made in writing to the program director one full week prior to the day of the holiday(s). Please note that a request for a religious observance(s) may require additional approval from Human Resources.

H. **Bereavement**

The Board shall allow up to a total of five (5) days per year paid bereavement leave for an employee who loses a member of his/her immediate family or his/her spouse's immediate family. Immediate family includes parents, children, siblings, spouse, grandparents, grandchildren, step relations in the preceding five relationships, or any other person who was a member of the employee's household at the time of death. Time taken for bereavement of someone other than those listed above may be listed on time sheets as excused absence (unpaid), personal or vacation days upon prior approval of the Executive Director or his/her designee.

I. **Personal Injury**

Whenever an administrator is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid an equal amount to his/her regular net pay less the amount of any workers' compensation from the date of said injury until such time as he/she is able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall injury leave exceed seventy-five (75) days. After seventy-five (75) days, but not beyond the point of maximum recovery, an administrator may utilize his/her sick leave to make up the difference between workers' compensation and an amount equal to 100% of his/her regular net pay. This total of both payments shall be capped at 100% of the administrator's regular net pay. Regular net pay is defined as gross pay less FICA, State and Federal income tax.
J. Military Leave

Administrators shall be granted the difference between their regular pay and their military pay while on compulsory training or an emergency call, for a period not to exceed thirty days annually. This leave shall not be deducted from Sick Leave or Personal Leave.

K. Disability Leave

1. Subject to the provisions of Article 8(K), an employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Executive Director or Chief Human Resources Officer may require at regular intervals written certification from the employee’s physician of continued disability. Any disability lasting more than eight (8) weeks may be subject to further medical review and evaluation.

2. At the end of the period covered by accumulated sick leave, and if the employee’s physician continues to certify that he/she is unable to work due to disability, the employee may request an unpaid leave of absence of up to eight (8) weeks.

3. At the end of the period of leave of absence an employee may be granted an additional leave upon request. Such additional leave shall not extend beyond the remaining portion of the current program semester. If the employee has not returned to work after all leaves or extensions of leaves, he/she will be considered absent without leave and may resign or be terminated at the discretion of the Board of Directors upon the recommendation of the Executive Director.

Article 8: Health Insurance

A. CREC will offer health insurance benefits through a Century Preferred (PPO) Option, and a High Deductible Health Savings Account (HSA) Option. CREC also reserves the right to offer a Medicare Supplement Plan to eligible retirees to establish Medicare as the primary insurer.

1. PPO prescription coverage shall be provided through a formulary structure with co-payments of $10 (generic)/$25 (preferred)/$40 (non-preferred), with mail order for two times the retail co-payment for a 90 day supply. Prescription coverage shall include (a) 30/90 day supply limits for retail/mail and (b) the following provisions:
   - Step Therapy.
   - Prior Authorization.
   - Exclusive Specialty.
   - Quantity Limits.
   - Generic Substitution (without Dispense as Written).

For the plan year ending December 31, 2023, the prescription drug maximum for the PPO Option shall be $2,500, after which there shall be 80/20 cost-sharing with first dollar coverage from exhaustion. There shall be no prescription drug maximum for the HDHP Option. The prescription drug maximum for the PPO option and the related roll-over shall end on December 31, 2023.

2. A High Deductible Health Savings Account Plan will be available with deductibles of $2,000/$4,000 (with 50% deposit from CREC). Prescription coverage shall be
subject to the provisions that apply to the PPO plan as set forth above. In addition, prescription coverage for the HDHP/HSA plan shall include adding Preventive RX to the HSA/HRA Plans-Preventive RX Lists. Prescription coverage after the deductible is satisfied shall be provided through a formulary structure with co-payments of $10/$25/$40 retail, with mail order for two times the retail co-payment for a 90 day supply.

The in-network out-of-pocket maximum shall be $2,500/$5,000. The combined maximum out-of-pocket (MOOP) limit shall be $4,000/$8,000 for in-network and out-of-network services combined.

CREC’s contribution towards the deductible ($1,000/$2,000) will be deposited into the administrators’ Health Saving Accounts (HSA) with the first payroll in January each year. CREC will pay set-up and monthly maintenance fees for Health Savings Account plans. Employees will assume responsibility for all other transaction fees.

In-network preventive care services are paid 100% by the plan.

In-network covered services are first paid for by the annual deductible/health savings account and then covered 100% by the plan, except for the prescription co-payments described above. Out-of-network covered services are first paid for by the annual deductible/health savings account and then CREC pays 80% of approved costs, the employee pays 20% of the approved costs up to the cost share maximum, then the approved costs are covered 100%.

CREC will provide a Health Reimbursement Account (HRA) with the same terms for unit members who are not eligible to participate in an HSA. CREC funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amounts legally allowed by the IRS.

3. Premium share of the fully insured premium shall be as follows:

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<th>1/1/23-12/31/23</th>
<th>1/1/24-12/31/24</th>
<th>1/1/25-12/31/25</th>
<th>1/1/26-12/31/26</th>
<th>1/1/27-12/31/27</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDHP/HSA Option</td>
<td>17%</td>
<td>17%</td>
<td>18%</td>
<td>19%</td>
<td>20%</td>
</tr>
<tr>
<td>PPO Option</td>
<td>22%</td>
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<td>23%</td>
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<td>25%</td>
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4. The relative costs of the plans (PPO and HDHP PPO HSA) shall be set by CREC on an annual basis. That determination will be reasonably based on underwriting recommendations from the insurance provider and the insurance consultant, taking into account the cost of stop loss insurance, to avoid adverse selection between the PPO and HDHP plans. Should the Association claim that CREC’s determination of the relative costs of the two plans is unreasonable, it may seek review of that determination through the grievance procedure.

B. Blue Cross Blue Shield Flex Dental Plan with a $2000 annual maximum with employee premium cost sharing at the same rate as the HDHP/HSA plan.
C. Anthem Blueview Vision Plan or its equivalent with employee premium cost sharing at the same rate as the HDHP/HSA plan.

D. All insurance shall be provided in accordance with the terms of the respective insurance carriers, which shall include pre-authorization for Radiology Services and pre-authorization for Out-Patient Rehabilitation Services (PT, OT, ST).

E. In each case where the name of the particular company or a specific plan has been used, the intent is to indicate a specific type of insurance benefit and not to establish a relationship with one particular company or any specific type of insurance benefit with other companies.

F. CREC reserves the right to change the insurance carrier for any of the plans listed herein, provided that the level of benefits shall remain substantially equivalent considering the plan as a whole. Prior to any change in insurance plan or carrier, the Association shall be notified and consulted with.

G. If the Association contends that a change recommended by the Executive Director does not meet the standard above, it shall submit a written statement detailing the reasons for its position within thirty (30) days of receiving written notification that the Executive Director is recommending a change. If no written statement is provided, CREC may proceed with the change. If such a written statement is received and the Executive Director still recommends a change, the matter shall promptly be submitted to arbitration at Level Three, and the arbitrator shall apply the standard set forth in Section A. 4. above. No change in the insurance plan shall be implemented until after the completion of any such arbitration proceeding.

H. Employees are not permitted to make changes in insurance coverage except for qualified life events as defined by IRS Section 125 or during the open enrollment period.

I. CREC shall make available to bargaining unit members at no cost, a section 125-Flexible Spending Account (for un-reimbursed medical costs and dependent care costs per IRS regulations) subject to all pertinent Federal and State regulations.

J. Life insurance equal to twice the employee's annual salary to the nearest thousand dollars. CREC pays 100% of the life insurance premiums for eligible employees.

K. Disability income insurance, providing for a six month waiting period and a guarantee of up to 60% of monthly income at the time of disability for the duration of the disability or until 65 years of age if enrolled in the buy-up long-term disability plan. CREC pays half of the premium for this buy-up disability income insurance. The Basic Disability income insurance provides up to 50% of monthly income to a maximum of $1,000 at the time of disability for the duration of the disability or until age 65 years of age. CREC pays 100% of the premium for this basic insurance. Administrators who are disabled and unable to work shall apply for disability coverage to start when he/she is eligible, and benefits received from such disability coverage shall be reimbursed to CREC during any period that the employee receives paid sick leave.
Article 9: Reduction in Force

A. The CREC Council recognizes that from time to time it may be necessary to eliminate positions within CREC due to declining enrollments, budgetary circumstances, changes in programs or services, or other factors beyond the control of CREC. It is further recognized that CREC is a unique educational agency in many ways. Of prime concern to a reduction in force are the facts that CREC is actually an umbrella for a number of divisions. Individuals employed in such divisions have been hired for their unique abilities and/or experience. Further, the income for the agency comes from no single source, but is related specifically to each division. For the reasons stated above, CREC will deal with the reduction in force issue on a division-by-division basis.

B. Reduction in force pursuant to this procedure shall be effected separately within each CREC division.

Any reduction in staff in CREC division(s) shall first be accomplished through normal attrition, including retirement or resignations, to the extent that notice of such attrition has been given to the Board at the time that action on reductions is necessary. The lateral transfer (voluntary or involuntary) of staff members from one division to another, where appropriate, may also be used to minimize the impact of staff reductions. If involuntary staff reduction is necessary, not less than four (4) week’s written notice will be given to the employee concerned and the following process will be used.

C. Reduction in force procedures for certified administrators are as follows:

1. Reduction in force shall be implemented within each division (i.e., Magnet Schools, Student Services, CRG).

2. On the condition that the affected administrators are properly certified and qualified for the position to which he or she may be assigned, the order of layoff within the affected division shall be by seniority, provided that under no circumstances shall this procedure operate to cause a promotion (i.e., assignment to a higher salary level) or to cause a layoff of a tenured administrator pursuant to Conn. Gen. Stat. § 10-151 when that administrator is certified and qualified for a position held by non-tenured administrator. For purposes of this procedure, seniority shall be defined as the uninterrupted length of time an individual is employed by CREC in an administrative position. Such time must be on a regular full-time basis excluding substitute work.

Subject to the foregoing and to the override set forth in Paragraph 3 below, the staff member with the least seniority in the division shall be laid off first. An administrator bumped from an administrator’s position shall then be subject to the reduction in force procedures in the teachers collective bargaining agreement in accordance with law.

3. The Executive Director or his/her designee may override seniority if these conditions exist:

a. The override option will insure optimum staffing vis a vis student needs;

b. The junior staff member possesses unique characteristics for the position in question. The unique characteristics shall be defined by the Executive
Director or his/her designee and stated in writing to the more senior administrator who has his/her seniority overridden;

c. To effectuate a seniority override, the Executive Director or his/her designee shall demonstrate that the staff member retained in a position is superior in his/her qualifications and such superior qualifications are communicated in writing to those having their seniority overridden.

   In exercising his/her judgement under this paragraph c, the Executive Director or his/her designee shall ask the following questions:

   i. Is member certified for the position?
   ii. Is member more senior than the other member in that position?
   iii. Is member more qualified than less senior member?

d. The decision of the Executive Director or his/her designee to modify the strict application of seniority shall be subject to review under Connecticut General Statutes §10-151 inclusive if the affected unit member is subject to contract termination due to layoff;

e. The standard by which the decision of the Executive Director or his/her designee shall be judged in either grievance proceedings or in Section 10-151 proceedings is whether the decision to exercise the seniority override is reasonable. A decision that is reasonable shall be upheld.

4. Recall

   a. Any administrator whose contract is non-renewed or terminated pursuant to this reduction-in-force procedure shall remain on a recall list for two (2) years following the date of termination or non-renewal.

   b. If a vacancy occurs in the division from which the administrator was laid off, an administrator on the recall list shall be recalled to that position, provided that (1) such recall does not constitute a promotion, and (2) the Executive Director determines that the administrator is qualified for the position. In determining whether the administrator is qualified to be recalled to a vacant position, the decision of the Executive Director shall be reasonable.

**Article 10: Retirement Plan and Annuity Benefit**

CREC will make available a 403(b) Savings and Retirement Plan available to all Administrators. In addition, CREC will contribute $500 each quarter to the annuity account of all administrators actively participating in the 403(b) plan. This contribution shall increase to $750 for administrators with more than 10 years of administrative service.

**Article 11: Life Insurance**

Life insurance will be provided to Administrators equal to twice the employee’s annual salary to the nearest thousand dollars. CREC pays 100% of the life insurance premiums for Administrators.
Article 12: Tuition Reimbursement

A. Administrators employed by CREC for one year or more are eligible to receive tuition reimbursement for a maximum of $2,000 per year, up to a maximum annual total expenditure by CREC of $30,000, if the following conditions are satisfied: (a) all courses must be approved by Administrator's immediate supervisor, (b) grade of "B" or better must be achieved, (c) a receipt from the college must be submitted for reimbursement. Reimbursement will be paid after the completion of the course, unless approved by an immediate supervisor.

B. For an earned Ed.D. or Ph.D. degree from an accredited university and related to the administrator's job responsibilities, a differential of $4,000 will be paid above the appropriate salary range.

Article 13: Mileage Reimbursement

All administrators covered by this Agreement who are required to use their own personal transportation during the workday shall be reimbursed at the IRS rate.

Article 14: Salaries

A. Members shall be given credit for administrative experience outside of CREC, as deemed appropriate by the Executive Director.

B. Administrators with a doctoral degree will be given $4,000 in addition to their salary according to step placement. Payment will be made on July 1 after one full year of employment with the doctoral degree.

Article 15: Severability

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of this Agreement shall remain in full force and effect.

Article 16: General Provisions

A. Transfers

1. When involuntary transfers are necessary, the Administrator(s) involved in the move will, upon request, be given the reasons in writing and will have an opportunity to meet with the Superintendent or his designee. A Union representation from the CAA should be present at such a meeting if the member so requests.

2. Notice of transfers shall be given to administrators as soon as practicable and under normal circumstances, no later than July 1st for the next school year. Such assignments may be changed due to changed circumstances.
B. **Non-Discrimination**

There shall be no discrimination against any unit member by reason of any status protected by law. Given related administrative processes under state and federal law, any grievance under this Article shall terminate at Level Two, Executive Director.

**Article 17: Duration**

This agreement shall become effective July 1, 2023, and shall be in full force and effect until June 30, 2027, inclusive.

CAPITOL REGION EDUCATION COUNCIL

BY: [Signature]

3/4/23
Date

CAPITOL REGION EDUCATION COUNCIL
ADMINISTRATORS' ASSOCIATION

BY: [Signature]

3/4/23
Date
## Appendix A

### 2023-2024

<table>
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Administrators not at the top step shall move up a step on the 2023-24 schedule.

### 2024-2025

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Administrators not at the top step shall move up a step on the 2024-25 schedule.
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Administrators not at the top step shall move up a step on the 2025-26 schedule.

### 2026-2027

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