



CREC

Excellence in Education

Collective Bargaining Agreement

Between the
Capitol Region Education Council
and the
**Capitol Region Education Council
Education Association**

2015-2017

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TABLE OF CONTENTS

	<u>PAGE</u>
Article 1 – Recognition	4
Article 2 – Definition	4
Article 3 – Professional Negotiation	5
Article 4 – Consultation and Amendment Procedure	5
Article 5 – Grievance Procedure	6
Article 6 – Contracts	9
Article 7 – Salary Payment	9
Article 8 – Degree Definitions	10
Article 9 – Placement on the Salary Schedule	11
Article 10 – Insurance Benefits	11
Article 11 – Payroll Deductions	13
Article 12 – Protection of Teachers	14
Article 13 – Personal Injury Benefits	15
Article 14 – Class Size	15
Article 15 – Employment Year	15
Article 16 – Holiday and Vacation Schedule	16
Article 17 – Length of Work Day	17
Article 18 – Respite Period	17
Article 19 – Preparation Period	18
Article 20 – Duty Free Lunch	18
Article 21 – Meetings	18
Article 22 – Substitute Teachers	18
Article 23 – Student-Cooperating Teacher	19
Article 24 – Teacher Facilities	19
Article 25 – Supplies and Textbooks	20
Article 26 – Non-Teaching Duties	20
Article 27 – Support Staff	20
Article 28 – Personnel Files	20
Article 29 – Personal Rights	21
Article 30 – Sick Leave	21
Article 31 – Personal Days	21
Article 32 – Personal Leave	22
Article 33 – Disability Leaves	23
Article 34 – Child-Rearing Provision	24
Article 35 – Association Leave/Grievance Representation	25
Article 36 – Conference Leave	25
Article 37 – General Leave	25
Article 38 – Military Leave	25
Article 39 – Teaching Assignments	26
Article 40 – Teacher Transfers	27
Article 41 – Vacancies/Promotions	28
Article 42 – General Provisions	29
Article 43 – Specific Performance	29
Article 44 – Association Use of School Facilities	29
Article 45 – Maintenance of Membership and Agency Shop	30
Article 46 – Reduction in Force and Recall	30
Article 47 – Severability	34
Article 48 – Holdover	34
Article 49 – Just Cause	35
Article 50 – Severance Benefit	35
Article 51 – Tuition Reimbursement	35

TABLE OF CONTENTS
(Continued)

	<u>PAGE</u>
Article 52 – Duration and Signatures	36
Appendix A – Extra Stipends	37
Appendix B – Athletic Salary Schedules	39
Appendix C – Salary Schedules	41
Appendix D – Medical Benefit Plan Design	42
Memorandum of Agreement	48

The Capitol Region Education Council, (hereinafter referred to as "CREC"), through its Board of Directors (hereinafter referred to as "the Board"), and the Capitol Region Education Council Education Association (hereinafter referred to as the "Association"), hereby agree as follows:

ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Capitol Region Education Council Education Association as the exclusive bargaining representative of the teachers' unit, including persons who hold a durational shortage area permit.
- B. It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of CREC in all 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 the CREC; to give the children of CREC as nearly equal advantages as may be practicable; to decide the need for school 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 or program; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools or program in the manner provided by the statute; to designate the schools or program which shall be attended by the various children within the CREC; to prescribe rules for the management, studies, classification and discipline for the CREC programs; to decide the textbooks to be used; to make rules for the arrangement, use and safe-keeping of the CREC buildings. 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 any of the specific terms and provisions of this Agreement.

ARTICLE 2
DEFINITIONS

- A. In the construction of the articles of this agreement, words and phrases shall be construed according to the commonly approved usage of the language, except that terms of art, those words which have acquired a special meaning in education or collective bargaining, shall be interpreted accordingly.
- B. As used in this Agreement, the following terms shall have the respective meaning as set forth below:
 - 1. "Board" — the Capitol Region Education Council Board of Directors
 - 2. "Director" — the Executive Director of the Capitol Region Education Council
 - 3. "Association" — the Capitol Region Education Council Education Association
 - 4. "Teacher" — Certified professional employee or person holding a durational shortage area permit who is employed by CREC in a position requiring a teaching or special services certificate and is not included in the administrators' unit.

5. "Association Representative" —

The duly designated representative of the Capitol Region Education Council Education Association. The Association President shall submit a list of officers and representatives of the Association to the Executive Director in September and shall keep this list current.

ARTICLE 3
PROFESSIONAL NEGOTIATION

The Board and the Association agree to negotiate, in accordance with the laws of the State of Connecticut, to secure a Successor Agreement relative to all matters concerning salaries and all other conditions of employment.

ARTICLE 4
CONSULTATION AND AMENDMENT PROCEDURE

- A. The following is the exclusive manner in which either party may seek to alter or amend this contract:
1. The party desiring the change shall submit the change in writing to the Executive Director or the President of the Association as the case may be;
 2. Within five (5) days after the submission, the parties shall meet to discuss the proposed change;
 3. If no agreement is reached after this meeting concerning the proposed change, the contract shall remain the same;
 4. If the parties agree on the change at this meeting, they shall submit said change to their respective Board or Committee for vote, as the case may be;
 5. If the Board of Directors and the appropriate Association Committee vote in favor of the change, then said change shall become an amendment to the contract. This amendment shall be in writing, signed by both the Board and the Association. If either the Board of Directors or the appropriate Association Committee rejects the proposed change, then the contract shall remain the same.
- B. CREC reserves the right, with thirty (30) days notice to the Association, to negotiate over proposed changes to specific contract provisions that are directly implicated by the unique responsibilities of current unit members other than those assigned to the magnet schools, or to Soundbridge, River Street School, Polaris, IPM or Farmington Valley Diagnostic Center. Any such negotiations shall be subject to Conn. Gen. Stat. Section 10-153f(e).

ARTICLE 5
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 as confidential as it is appropriate.

B. Definitions

1. "Grievance" shall mean a violation of a specific term or terms of this contract to the detriment of a teacher or a group of teachers.
2. "Teacher" 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 the Association, and only the Association may appeal a grievance to arbitration.
4. "Days" shall mean when school is in session, except after May 1st when days shall mean calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

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 specified may, however, be extended by written agreement of the grievant and the appropriate administrator.
2. If a teacher does not file a grievance in writing 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 deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

D. Formal Procedure

1. Level One - Immediate Supervisor
 - a. The grievant shall file a written formal grievance with the immediate supervisor specifying the term or terms of the contract that the grievant believes have been breached.
 - b. Within five (5) days after the receipt of this formal grievance, the immediate supervisor will set up a meeting with the grievant and with any other appropriate supervisor or member of the CREC staff who may help to facilitate a solution to the alleged grievance.

Minutes of such a meeting shall be kept by a party mutually agreeable to the participants and made available to the grievant upon request.

- c. The immediate supervisor shall, within four (4) 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 the grievance at Level One, he/she may, within five (5) days after the decision or seven (7) days after the Level One meeting, file the grievance with the Executive Director or his/her designee.
- b. The Executive Director shall, within five (5) days after the receipt of the referral, meet with the grievant and any other member of the CREC staff who may be able to facilitate a resolution to the problem. Minutes of such a meeting shall be kept by the Executive Director or his/her designee and made available to the grievant upon written request.
- c. The Executive Director or his/her designee shall, within five (5) days after such meeting, render his/her decision and the reasons in writing to the grievant.

3. Level Three - Board of Directors

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision or eight (8) days after the meeting with the Executive Director, file the grievance with the Board of Directors.
- b. The Board of Directors or a Committee thereof shall, within ten (10) days after the receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. Minutes of such a meeting shall be kept by the Board of Directors or a Committee of the Board and made available to the grievant upon written request.
- c. The Board of Directors shall, within five (5) days after such meeting, render its decision and the reasons in writing to the grievant.

4. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within ten (10) days after the decision of the Board of Directors or within ten (10) days after the meeting with the Board of Directors, submit the grievance to arbitration by notifying the Executive Director of his/her intent to do so. If the grievant 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 grievant may submit the grievance to arbitration by

filing a demand for arbitration under the 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 representatives of the Board and the grievant, 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. He/she shall decide initially questions of arbitrability, subject to the right of each party to submit such questions to de novo court review. The decision of the arbitrator shall be submitted to the Board of Directors and to the Association, and subject to law, shall be final and binding.
- d. The costs of the services of the arbitrator shall be borne equally by CREC and the Association.

E. Rights of Teachers 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 Levels One, Two or Three of the Grievance Procedure by a person of his/her own choosing. When a teacher is not represented by the Association, the Association shall be notified and have the right to be present and to state its views at Levels One, Two and Three of the Grievance Procedure.

F. Miscellaneous

1. All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents shall be those used under the preceding agreement and shall be maintained by the Association and the Executive Director.
3. If the grievance occurs as the result of an action by other than the teacher's immediate supervisor or affects a group or class of teachers, 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 damage suffered by that group.
4. The Association may elect to process any grievance of any teacher or group of teachers on its own behalf at any step of the Grievance Procedure.

ARTICLE 6
CONTRACTS

- A. The Board agrees to use a standard form for the written contract of employment of each individual certified professional employee upon initial employment.
- B. Individual supplementary contracts shall be issued for special assignments given to certified staff: conducting teacher training workshops outside of own program, summer school, curriculum development and team leaders. Pay for these assignments shall be in accordance with Appendix A.
- C. The salary for any other special professional assignments which are created by CREC shall be set and posted by the Executive Director. The salary for such assignment shall remain in effect for one (1) year from the date of filling the assignment. Thereafter, the Association shall have the right to negotiate such salary upon written request within ninety (90) days prior to the anniversary date of the posting of the assignment. A copy of the posting of these assignments shall be mailed to the President of the Bargaining group at the time they are posted.
- D. When the Board issues annual salary notices it shall do so by July 15 and the teacher shall return a signed copy of such notice indicating intent to continue employment with CREC on or before August 4. Either CREC and/or the teacher may take such action electronically provided that CREC maintains access for unit members to CREC email on a twelve month basis. In cases of conflict, the terms of this agreement shall prevail.
- E. The Executive Director shall furnish a copy of the current collective bargaining agreement to each new hiree.
- F. Teachers who intend to resign in good standing must submit thirty (30) days notice of such intent. The Executive Director may waive this requirement.

EXCEPTION

Teachers in grant funded positions with contracts of three (3) months or less who intend to resign in good standing must submit seven (7) days notice of such intent. The Executive Director may waive this requirement.

ARTICLE 7
SALARY PAYMENT

- A. Except as otherwise provided in this Agreement, the salaries of all teachers covered by this Agreement are set forth in the appendices which are attached hereto and made a part of this Agreement (Appendix B). CREC, through its Executive Director, shall have the right to establish the entry level of new employees at not less than the step such employees would be entitled to under Article 9 and not more than the next higher step. The employee shall advance only to the next higher step in the second year of his/her employment. In years in which step movement is negotiated, teachers employed at least ninety-four (94) work days in the preceding year shall advance one step.
- B. All ten (10) month certified teachers shall have the option of:
 - 1. Ten (10) month basis - twenty-two (22) paychecks
Ten (10) month certified teachers under a grant expiring on June 30 must select this option.

2. Twelve (12) month basis - twenty-six (26) paychecks. At least two (2) paychecks shall be received per month.
3. Ten (10) month basis - twenty-two (22) paychecks with one (1) balloon check equivalent to four (4) paychecks at the end of the school year. Deductions for health insurance premium contributions for such employees shall be made on an annual basis over ten (10) months. The twelve months of premium will be averaged over ten (10) months based on the renewals allocation rates, with no deductions in July and August. Renewals are based on a calendar year cycle, so changes will be made every January based on the renewal rates.

Each employee shall select one of the above methods of payment by August 4 each year. Employees who do not make this selection or who are hired thereafter shall be paid on the twenty-six (26) paycheck plan. The employee shall not be allowed to change the method of payment during the year.

- C. All 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 the CREC Direct Deposit Form. Designated banks may be changed in any month except for June, July or August.
- D. If the termination of employment comes prior to the end of the school year, each teacher's pay will be prorated on the basis of the number of days worked.
- E. All teachers shall be paid on the first regular payday of the new school/work year of their respective programs, i.e. the last payroll in August.

ARTICLE 8 DEGREE DEFINITIONS

The salary schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor a Baccalaureate Degree earned at an accredited college or university.

Master a Master's Degree earned at an accredited college or university relevant to the teacher's job responsibilities; or the completion of thirty (30) credits beyond the Baccalaureate Degree in a program approved by an accredited college or university and relevant to the teacher's job responsibilities.

Sixth Year a second Master's Degree in a discipline other than the discipline in which the initial Master's Degree was attained; or the completion of thirty (30) credits beyond the Master's Degree in a program approved by an accredited college or university; or a "Sixth Year Certificate" from an accredited college or university; or a Master's Degree from an accredited college or university requiring a minimum of sixty (60) credits. All of the above shall be relevant to the teacher's job responsibilities.

In service Credits Credits approved in advance in writing by the Executive Director shall be applied toward the Master and Sixth Year as defined above.

ARTICLE 9
PLACEMENT ON THE SALARY SCHEDULE

All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

1. Degree status as defined under "Degree Definitions," Article 8.
2. Credit for full time teaching service of at least one-half of the school year in positions requiring and under State certification. Experience in excess of ten (10) years and/or more than ten (10) years ago shall be credited as determined by the Executive Director. Intermittent and short-term substituting will not be credited as previous teaching experience.
3. Credit for experience outside of teaching and credit for teaching or teacher related experience in non-certified positions deemed appropriate to the position by the Executive Director to a maximum of thirteen (13) years, if such experience has occurred within the last thirteen (13) years.
4. Any teacher receiving a change in degree status documented by official transcripts will be placed onto the appropriate salary schedule beginning with the next paycheck following presentation of said transcripts to the CREC Human Resources department.
5. Notwithstanding the above, the Executive Director may place any new employee in shortage areas as designated by the State Department of Education or with Montessori certification up to three (3) steps higher than his or her experience in the B.A. or M.A. or Sixth Year lane as appropriate.
6. New hires shall be placed on the salary schedule with step for step credit for prior experience.
7. For an earned doctorate degree from an accredited university and related to the teacher's job responsibilities, a differential of \$2,000 will be paid above the appropriate step of the 6th year schedule.

Placement of Teacher Returning From an Unpaid Leave of Absence

A teacher returning from an unpaid leave of absence shall advance one step on the salary schedule only if he/she worked more than ninety-four (94) work days in the previous year.

ARTICLE 10
INSURANCE BENEFITS

- A. CREC shall offer the following insurance benefits to members of the bargaining unit.
 1. CREC will offer health insurance benefits through an HMO Option, a Century Preferred (PPO) Option and a High Deductible Health Savings Account (HSA) Option, as outlined in Appendix C. CREC also reserves the right to offer a Medicare Supplement Plan to eligible retirees to establish Medicare as the primary insurer.

PPO and HMO 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. 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 HMO Option.

A high deductible Health Savings Account Plan will be available with deductibles of \$2,000/\$4,000 (with 50% deposit from CREC). 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. Out-of-network covered services are first paid for by the annual deductible/health savings account and then the employee pays 20% of the cost for covered services up to the cost share maximum, then the cost of covered services is covered 100%.

2. 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.
3. Disability income insurance, providing for a six month waiting period and a guarantee of 60% of monthly income at the time of disability for the duration of the disability or until 65 years of age. CREC pays half of the premium for this disability income insurance. Teachers 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.
4. Blue Cross Blue Shield Flex Dental Plan with a \$2000 annual maximum.
5. All insurance shall be provided in accordance with the terms of the respective insurance carriers.
6. Premium share of the fully insured premium of the HMO Option, HSA and the PPO Option shall be as follows:

	1/1/15-12/31/15	1/1/16-12/31/16	1/1/17-12/31/17
HMO Option	16%	17%	18%
HSA Option	15%	15.5%	16.5%
PPO Option	19.5%	19.5%	19.5%

- B. 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.

- C. 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.
- D. 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 Four, and the arbitrator shall apply the standard set forth in Paragraph C above. No change in the insurance plan shall be implemented until after the completion of any such arbitration proceeding.
- E. 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.
- F. 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.

ARTICLE 11
PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- B. The list of approved deductions is as follows:
 1. Capitol Region Education Council Education Association;
 2. Connecticut Education Association
 3. National Education Association
 4. Tax Sheltered Annuity Plans offered by the present brokers*
 5. Credit Union – American Eagle
 6. Direct payroll deposits into personal bank accounts, checking and savings
 7. United Way
 8. IRS 457 Plan

*The parties agree to meet and mutually agree to an additional five (5) vendors for the Tax Sheltered Annuity choices. These five (5) vendors shall be in addition to the current five offerings and those that have been grandfathered.

- C. Dues Deductions
 1. The Association shall, at least thirty (30) days prior to the beginning of each school year, give written notification to the Business Office of the amount of its dues and those of the CEA and NEA which are to be deducted in that school year under such authorizations. Only one (1) deduction shall be made for these dues and paid to the local Association.

2. A teacher who ceases to be a CREC employee, for whatever reason, during the school year, shall be responsible for the pro-rated portion of any annual dues or representation fees to the date of his/her leaving the system.
3. The right to refund to employees money deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.
4. The Association shall indemnify and save the Board and/or CREC harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
5. No later than October 31 of each year, the Board shall provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for any of the Associations named in Section B above.

The Board shall notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized must notify the Board and the Association concerned in writing by September 15 of each year for that school year's dues. Any teacher desiring dues deduction shall submit authorization by November 15 of each year. Teachers hired during the school year may submit authorization forms thirty (30) days after date of hire.

- D. Dues and representation fees shall be listed as separate line item payroll deductions on the employee's paycheck.
- E. All deductions will be deducted equally from the first and second paychecks of each month, so far as is permitted by law.

ARTICLE 12 PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their immediate supervisor and the Director of Human Resources, cases of assault suffered by them in connection with their employment.
- B. Such report shall be forwarded to the Executive Director who shall comply with any request from the teacher for information in his possession not privileged under law which relates to the incident or the person involved.
- C. If, in the discharge of his/her duties or responsibilities, a teacher sustains property damage caused by a student, he/she will immediately 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 of 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.

ARTICLE 13
PERSONAL INJURY BENEFITS

Whenever a teacher 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, a teacher 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 teacher's regular net pay. Regular net pay is defined as gross pay less FICA, State and Federal income tax.

ARTICLE 14
CLASS SIZE

- A. Within limits of budget as determined by the Executive Director, each program shall establish its own class size based on criteria which shall include the following:
1. Severity of the pupil's disability;
 2. Functioning level of the pupils;
 3. Input from the classroom teacher;
 4. Equitable distribution (not necessarily quantity); and
 5. Total planning and programming responsibilities of the teacher.
- B. For preschool classes there will be an adult child ratio of no less than one (1) adult to every ten (10) students.
- C. When a student transfers or is promoted within CREC, classroom teachers will receive the following documents regarding such student prior to the student's entry into their class, if any: IEP, Safety Plan, Functional Behavior Assessment or Behavior Intervention Plan.

ARTICLE 15
EMPLOYMENT YEAR

- A. The scheduled employment year for teachers shall be 188 days including up to 183 student days. The non-instructional days shall be scheduled within five (5) weekdays prior to the beginning of the above-mentioned school year or five (5) weekdays after the close of the above-mentioned school year. If any increase is made in the number of days in the employment year, the parties shall negotiate the impact of such increase in accordance with Conn. Gen. Stat. Section 10-153f(e).

Newly hired teachers may be required to attend two (2) orientation sessions within ten (10) weekdays prior to the opening of school in addition to the above-mentioned days.

- B. The CREC Board of Directors and the Association agree to negotiate the salary and working conditions for teachers working in a professional capacity in programs or activities which take place at times other than during the employment year.
- C. Notwithstanding any other provision of the Agreement, upon creation of a vacancy or new position by CREC after July 1, 2004 in other than a regular academic program ("regular academic program" being defined as including Soundbridge, River Street School, Farmington Valley Diagnostic Center, Polaris, magnet school programs, and similar regular academic programs as may be established in the future), the following procedure shall apply. CREC shall present to the Association a job description for the position specifying the proposed work day, work year and/or salary for the position (with the understanding that all other provisions of this Agreement shall apply to the position). At its option, the Association may (1) agree with the proposed job description, (2) initiate negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e), or (3) submit to grievance arbitration at Level Four the issue of whether the proposed work day, work year and/or salary is reasonably related to the demands of the position and the training and experience of the potential candidates(s).
- D. Teachers hired with less than five years' experience may be assigned in their first three years at CREC, up to an additional twenty hours annually of professional development as scheduled by CREC. Teachers with more than five years of experience may be assigned in their first year at CREC, up to an additional twenty hours of professional development as scheduled by CREC. Up to three (3) five (5) hour days shall be scheduled contiguous with the earliest school opening, including orientation. The balance shall be scheduled in consultation with teachers.

ARTICLE 16
HOLIDAY AND VACATION SCHEDULE

- A. Teachers whose year is based on an academic program calendar are not required to work during school vacations.
- B. Teachers working in extended year regular academic programs or hired prior to July 1, 2004 shall be paid for the actual number of days worked times their individual per diem rate. For such teachers, twenty (20) unpaid days are to be scheduled in addition to legal holidays. Of the twenty (20) unpaid days, up to fifteen (15) may be scheduled by management during program shutdown times or times of low student census (which shall be identified by July 1 each year) and any remaining unpaid days may be taken, at the employees' discretion, during days when the program would otherwise be in session. When there is a conflict among employees, the senior employee shall have first choice of time periods.
- C. Each program calendar shall be published one (1) month prior to the beginning of the program.

ARTICLE 17
LENGTH OF WORK DAY

CREC hereby agrees that for purposes of determining the impact of lengthening the teachers' work day, that a seven (7) hour day inclusive of duty free lunch, break and any existing formal or informal preparation period(s), shall be the base. When a teacher (or teachers) in an existing program or in a newly created program is scheduled to work more than the seven (7) hour base day, an adjusted salary or salaries shall be determined by dividing the hours of the extended work day by seven (7) and multiplying the salary at the appropriate step and lane of the attached salary schedules by the resulting factor.

Nothing herein will require that a teacher's scheduled work day be changed. This clause shall not serve to increase the scheduled work day for any teachers in programs who may currently work less than a seven (7) hour scheduled base day as defined above, nor shall it serve to decrease the level of salary compensation for said teachers.

Except in case of an emergency or in the case of a conflict with a previously scheduled course at an accredited institute of higher learning, all teachers are required to attend the following events (which may occur during the work day, or on weekday evenings.): Open House/Curriculum Night (at the beginning of the school year), Graduation (for high school teachers, and promotion for middle school teachers), parent teacher conferences and two (2) other events per school year outside of the regular school day as determined by CREC Administration .

CREC reserves the right to schedule up to ten parent-teacher conferences annually, provided that time scheduled for evening parent teacher conferences shall result in an equal amount of release time during the school day.

Note: This provision shall not constitute precedent or guidance for determining whether a part-time employee qualifies for insurance benefits under the contract.

Unit members assigned to extended day programs will be paid their normal salary for all days worked during the regular work year (188 days). Days beyond the regular work year shall be seven hours (regular work day) except as otherwise assigned by CREC (with concomitant adjustment in daily rate).

ARTICLE 18
RESPITE PERIOD

- A. All teachers assigned to River Street, Polaris, Lincoln Academy, Farmington Valley Diagnostic Center, Soundbridge and Integrated Program Models shall have, in addition to their lunch period, one respite period of fifteen (15) minutes per day.
- B. Said teachers shall be free to leave their classroom and/or the building during any respite period. When leaving the building, the teacher will notify the program office.

ARTICLE 19
PREPARATION PERIOD

Teachers shall be provided a daily preparation time of no less than thirty (30) consecutive minutes and not fewer than one hundred seventy-five (175) minutes of preparation time weekly which, except as required by program emergencies, shall be used for planning. Teachers at Polaris Center, Soundbridge, Farmington Valley Diagnostic Center, Hartford Juvenile Detention Center, and River Street School are entitled to preparation time in accordance with present standards. The complexity of school operation and student needs preclude uniform prescription of this entitlement, but CREC affirms that all such teachers are entitled to such preparation time.

ARTICLE 20
DUTY FREE LUNCH

- A. All teachers shall have an un-interrupted duty free lunch period of thirty (30) minutes. In those programs where there is a lunch program in which staff are required to eat with the students, lunch will be at the expense of the program, and compensatory time of thirty (30) minutes will be given during the course of the school day.
- B. Teachers are free to leave the school during their lunch period/compensatory time. When leaving the building, the teacher will notify the program office.

ARTICLE 21
MEETINGS

- A. There will be no more than four (4) total program staff meetings or workshops per month called by the administration. The meetings and workshops shall not exceed sixty (60) minutes beyond the normal program work day. Teachers shall personally receive forty-eight (48) hours written notice of all meetings which will exceed the normal program work day. Additionally, in cases of emergency administrators may schedule total-program staff meetings that shall not exceed sixty (60) minutes beyond the normal workday. Teachers will be given twenty-four (24) hour written notice of any such emergency total-program staff meeting if possible.
- B. Attendance at evening meetings will be at the option of the individual teacher except as referenced in Article 17.
- C. Unit/Team meetings will be determined by the Unit/Team members in consultation with the program director and their Unit/Team Leader.

ARTICLE 22
SUBSTITUTE TEACHERS

- A. Whenever a substitute who is regularly certified for the work being done fills a position for at least forty (40) consecutive school days in one school year, such substitute shall be placed on the first step of the BA track of the salary schedule. If such substitute is selected to fill that position in the following year, such substitute shall then receive all of the benefits of the collective bargaining agreement.

- B. Teachers shall not be required to obtain their own substitute.
- C. CREC will make reasonable efforts to provide for coverage when a teacher is absent.
- D. In an emergency, or when a substitute cannot be obtained, program staff will provide coverage on an equitable basis. Teachers providing coverage shall receive, in addition to their regular salary, twenty dollars (\$20) per hour, not to exceed one hundred dollars (\$100) per day.

ARTICLE 23
STUDENT – COOPERATING TEACHER

- A. Each teacher shall have the right to accept or reject a student teacher or student observer.
- B. Each student teacher shall be assigned to cooperating teachers in an equitable manner according to qualification, need and/or request by the teacher.
- C. Each cooperating teacher, the sending institution, and the program director shall jointly determine when the student teacher is able to conduct the class without the continuous presence of the cooperating teacher.

ARTICLE 24
TEACHER FACILITIES

- A. The Board and the Association agree that each program shall provide the following:
 - 1. Space in which teachers may safely store instructional materials and supplies;
 - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 3. Well lighted and clean rest rooms;
 - 4. An adult desk and chair for the teacher in each program;
 - 5. Individual mail boxes for each teacher;
 - 6. A classroom key for each teacher who has a classroom, and
 - 7. Parking space.
- B. The Board and the Association agree that in existing programs and in the designing and/or renting of new facilities for CREC programs, the Board and the Association will make reasonable efforts to provide the following:
 - 1. All of the facilities enumerated in Section A. above.
 - 2. An appropriately furnished room, which shall include a telephone (subject to use in accordance with administrative regulations), to be used as a faculty lounge, said room will be in addition to the teacher work area.

3. Well lighted and clean teacher rest rooms with separate facilities for students and teachers.
- C. The Board and the Association agree that teachers shall be provided with a system whereby they can effectively and expeditiously communicate with the program office in the event of an emergency, and the Board and the Association will therefore make reasonable efforts to achieve this end.
- D. Before any facilities over which CREC has control are added, altered or approved, the Executive Director shall consult with the committee designated by the Association for purposes of obtaining input from the staff with regard to such additions, alterations, or improvements. The Executive Director shall also obtain such input with respect to teacher facilities before renting or designing new premises.

ARTICLE 25
SUPPLIES AND TEXTBOOKS

CREC agrees to provide programs with adequate supplies and instructional materials as is appropriate to the programs. The Program Director and the staff shall determine the quantity and quality of supplies and instructional materials that are adequate and appropriate, within program budget limitations. The Program Director shall then make his/her recommendation to the Executive Director based on these determinations. The Executive Director has the final authority to approve these recommendations before they are implemented.

ARTICLE 26
NON-TEACHING DUTIES

The Board shall make reasonable efforts to exclude teachers from the following assignments:

1. Baby-sitting;
2. Building maintenance, not related to student learning; and
3. Collecting money.

ARTICLE 27
SUPPORT STAFF

Supportive staff assigned to a teacher shall be under the direct supervision of that teacher.

ARTICLE 28
PERSONNEL FILES

- A. No evaluations or written statements of criticism originating after initial employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review such material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- B. No anonymous and/or unsubstantiated complaint may be placed in any teacher's personnel file.
- C. Each teacher shall have the right to review and make copies of any materials in the teacher's personnel file originating after initial employment upon reasonable notice during the hours which the CREC's office is open and at cost.

ARTICLE 29
PERSONAL RIGHTS

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship; no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher provided that such activities do not take place during working hours and that such activities do not interfere with the teacher's responsibilities to and relationships with the students and/or the school system.

ARTICLE 30
SICK LEAVE

- A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days each year. Unused sick leave shall be accumulated from year to year, so long as the teacher remains continuously in the service of the Board, up to a maximum accumulation of one hundred sixty five (165) days.
- B. Teachers shall be entitled, in any year, to use up to five (5) sick days for illness of a member of the teacher's immediate family. Immediate family is defined in Article 31, section A 2.
- C. 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.

ARTICLE 31
PERSONAL DAYS

- A. All teachers shall be entitled to the following leaves of absence with full pay under the following conditions:
 - 1. Two (2) personal days may be used for any reason, but the dates must be approved by the Program Director/Principal. It is expected that whenever possible they will be taken at a time convenient both to the teacher and the needs of the program. Such days shall not be granted to extend a vacation or holiday period for any purpose that might be deemed essentially recreational.

2. 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 immediately 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 Program Director/Principal.
3. Up to three (3) days of absence per year shall be granted to any teacher for the purpose of observing religious holidays. A teacher planning to observe a religious holiday must notify the Program Director/Principal one (1) week in advance.
4. Excused absences. It is understood that occasionally emergencies will arise which do not fit into any of the above categories. In these cases, time may be taken off without pay, to a maximum of five (5) days, with the approval of the Director of Human Resources.
5. The leaves of absence noted above do not accumulate from year to year.
6. For unpaid leaves of absence, the rate of daily deduction shall be the basic salary divided by the number of paid days in the teacher's contract year.

ARTICLE 32
PERSONAL LEAVE

- A. Upon application, a teacher who has been employed for five (5) years as a certified employee with CREC may be granted personal leave for one (1) year. Such application shall be made by March 30.
- B. Any teacher who is granted such personal leave shall notify the Executive Director no later than March 1 of his/her desire to be reinstated to his/her former position in September. Failure to give such notice shall be deemed to be resignation by the teacher. As long as the program from which the employee left is still in existence, he/she shall be restored to his/her former position in that program or if that is not available, to a similar bargaining unit position in that program.
- C. During the period of leave teachers may purchase insurance benefits at group rates through CREC. Upon returning from such leave, the teacher shall be entitled to reinstatement of any benefits earned or accrued at the time of leave and further accrual of salary increments and fringe benefits shall resume where they left off.
- D. Up to two (2) teachers or two percent (2%) of the staff, whichever is greater, shall be approved for personal leave, if application is made.
 1. a. The approval of a personal leave request by the Executive Director will be automatic on March 31 if two (2) or fewer teachers or two percent (2%) or less of the bargaining unit makes a request, and those requesting leave are qualified.

- b. The notification of whether or not a personal leave request has been approved will be sent the day of the April Board of Directors meeting if more than (2%) percent of more than two (2) members of the bargaining unit make a request and those requesting leave are qualified.
 2. A request to have an approved personal leave rescinded may be made to the Executive Director provided a replacement has not been offered the position vacated and the request is not after June 15.
 3. A rescinded leave does not create an opening for another teacher.
- E. The Executive Director shall notify applicants by April 30 of his/her decision and shall give reasons to each applicant for his/her decision.
- F. A teacher who receives such leave shall be ineligible to apply for another leave for the next five (5) years.

ARTICLE 33
DISABILITY LEAVES

- A. Pregnancy Disability Leave – Teachers shall be granted pregnancy disability leave in accordance with the law.
- B. Procedure Regarding Absence Due to Disability
1. Subject to the provisions of Article 10(A)(3), an employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Executive Director 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.
 4. An employee who resigns during the period of disability leave (either sick leave or disability leave of absence) may request the right of first refusal for one (1) year from the last day of his/her disability leave for any vacant bargaining unit position for which he/she is qualified and may purchase group insurance at the group rate.
 5. It is the responsibility of the disabled employee, prior to the time accumulated sick leave is used up, to inform the Executive Director in writing as to the probable length of disability and, if desired, to request disability leave and/or right of first refusal.

ARTICLE 34
CHILD-REARING PROVISION

- A. Any certified professional employee shall be entitled, upon written request submitted to the Executive Director, to a leave without pay, for purposes of child rearing, apart from any period of child birth disability leave. Such employee shall be entitled to such leave for any school year, or a reasonable portion thereof, in which the child is born, adopted, or fostered, and for one (1) additional school year if requested by the employee.
- B. Such child rearing leave shall be subject to the following conditions:
1. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of commencing such leave.
 2. a. A teacher who has not completed five (5) years of teaching for CREC may request to be placed on a "right of first refusal" list. If such teacher requests to be placed on this list, that teacher will be notified by mail at his/her last known address of any position(s) opening in the program from which the teacher left occurring within two (2) years from the date the teacher left the system.

b. Said teacher shall be entitled to the right of first refusal for such position. If the teacher does not accept the offer within ten (10) days from the date of mailing, then the offer shall be deemed to have been rejected. If an opening occurs in any other CREC program, within two (2) years from the date that the teacher left, then said teacher shall be notified of such opening and shall be granted an interview for the position.

c. A teacher on the above-noted leave shall be entitled to purchase group insurance at group rates in accordance with the law and in accordance with the terms of the insurance carriers.
 3. a. A teacher who has completed five (5) continuous years of teaching in CREC shall be offered a position at CREC upon termination of his/her child rearing leave subject to Article 45.*

b. The teacher on leave shall be responsible for notifying CREC prior to March 1 of his/her intention to return to work the next September. A failure to provide such notice shall be deemed a waiver by the teacher of his/her right to return to a position with CREC. A teacher may only return to work in September.

c. Said teacher on leave shall be entitled to purchase insurance fringe benefits at group rates during the duration of the leave in accordance with the terms of the insurance carriers.

* As long as the program from which the employee left is still in existence, he/she shall be restored to his/her former position in that program or if that is not available, to a similar position in that program.
- C. Teachers shall be entitled to adoption leave of up to ten days immediately after the adoption of a child or otherwise as required by the adoption process while school is in session, with such days deducted from sick leave.

ARTICLE 35
ASSOCIATION LEAVE
GRIEVANCE REPRESENTATION

When the Board of Directors or a Committee of the Board or the administration is unable to meet outside a teacher's regular work schedule to attend a grievance meeting or hearing, an Association representative, upon notice to the teacher's supervisor and Program Director and to the Executive Director by the President of the Association, shall be released without loss of pay, as necessary, in order to permit participation in the grievance meeting or hearing. This privilege shall be limited to one Association representative per grievance per day. Any teacher whose appearance in such meetings or hearings as a witness is necessary shall be accorded the same right.

ARTICLE 36
CONFERENCE LEAVE

- A. Teachers may be authorized to attend conferences, institutes or other professional meetings or visits without loss of pay or loss of annual leave, on approval of the Program Director.
- B. Individuals will submit a request in writing to the program director for permission to attend within reasonable amount of time prior to the date or dates requested.
- C. Permission or denial will be given to the request in writing by the Program Director.
- D. A form with written procedures for reimbursement of expenses incurred at such meetings will be provided by the Program and/or Executive Director so as to clarify the policy that is to be followed.

ARTICLE 37
GENERAL LEAVE

- A. Leaves with or without salary may be granted by the Board.
- B. All employees shall retain but not accrue seniority and sick leave accumulation during the period of extended leave. An employee is not entitled to personal days and does not accumulate vacation time during such leave, but may use already earned vacation time to extend such leave unless the employee has worked more than half the work year. The aforementioned conditions apply to all unpaid leaves, which are one half (1/2) work year or more in duration.

ARTICLE 38
MILITARY LEAVE

Teachers 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.

ARTICLE 39
TEACHING ASSIGNMENTS

- A. Teachers initially employed by CREC shall receive their program assignment from the Executive Director.
- B. Teachers already employed at CREC shall receive notification of any change in their initial class assignment for the next school year prior to the close of the current school year. In the event of a change in circumstances or conditions during the months of May through August such assignments may be changed with prompt notice in writing to the teacher's last known address.
- C. In the determination of assignments, the convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the requirements and best interests of the school system and the students as determined by the CREC Board of Directors.
- D. In arranging schedules for teachers who are assigned to programs in more than one location reasonable efforts will be made to limit the amount of travel. Teachers shall be reimbursed for inter-program travel. Rate of reimbursement is contained in Appendix A.
- E. Regular high school and middle school classroom teachers at the magnet schools (mathematics, science, social studies, English/language arts) shall be assigned to subjects requiring no more than three preparations. 'Preparation' shall be defined as separate curricula and/or different textbooks and/or different levels. Exceptions can be made upon mutual agreement of the Administration and the Association.
- F. CREC, acting through its Executive Director or designee, may assign teachers to academic duties (e.g., to coordinate an initiative, to serve as PBS coach, to perform research) subject to the agreement of the teacher and with a concomitant reduction in teaching load.
- G. Job sharing may be granted annually subject to the following terms and conditions:
 - 1. Job sharing arrangements shall be subject to mutual agreement of the teachers involved and to the approval of the Executive Director or his or her designee. For teachers in a job sharing arrangement. CREC will not be responsible for more than its regular benefit costs for a full-time teacher. Teachers will be subject to the insurance eligibility requirements, applicable to all other teachers at CREC.
 - 2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Executive Director and one member appointed by the President of the Association. The primary responsibility of the Committee shall be evaluate applications and to make recommendations to the Executive Director or his/her designee.
 - 3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, whom the permanent "holder" of the job is and whom the "partner" is, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading, parent communication, administrative responsibilities and all other professional responsibilities of the position. Such plan must, at a minimum provide that both teachers shall work the

first five days of school together at no additional cost to CREC. The teachers shall attend open house and parent teacher conferences together at no additional cost to CREC.

The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Job Sharing Committee shall forward the application along with its written recommendation to the Executive Director or his/her designee before March 1 prior to the school year requested.

4. The Executive Director or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. The decision of the Executive Director or his or her designee in relation to any job sharing request shall not be subject to the grievance procedure outlined in Article 5 of this contract. Teachers who wish to job share in future years shall follow the procedures set out in paragraph 2.
5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the other member of the team will cover the entire position for the remainder of the year or until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Executive Director after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, the holder of the position will be guaranteed his/her return to a full-time position at the beginning of the school year if the teacher would otherwise be entitled to a position under this Agreement. In such case, the partner shall be reassigned by CREC to an available vacancy for which he or she is qualified, if any, and shall otherwise be subject to the reduction in force procedure. The teacher must notify the Director of Human Resources by February 1 prior to the school year requested of his/her intent to return to a full-time position.

ARTICLE 40 TEACHER TRANSFERS

- A. Teachers who desire to transfer to another program or desire to change in class level shall file a written statement of such desire with the Executive Director on or before March 1. Such statement shall include a description of the program to which the teacher desires to be assigned.
- B. An involuntary transfer shall be made only after a meeting and discussion between the teacher involved and the Executive Director or his designee, at which time the teacher shall be notified of the reasons for the transfer.
- C. When an involuntary transfer is necessary in a program, and when a choice must be made among the teachers in the program, the Executive Director shall utilize the following criteria in deciding which teacher shall be transferred:

1. Qualifications in the programs;
 2. The most effective working relationship among personnel in the programs, and;
 3. Length of service in the Capitol Region Education Council.
- D.
1. When an involuntary transfer from one CREC program to another program, or from one class of certified position to another class of certified position within a program or from one program to another program is required, for non-disciplinary reasons, (ex: {including but not limited to} a reduction-in-force in a program that impacts a tenured teacher for whom there exists a position in another program held by a non-tenured teacher to which the tenured teacher is transferred), the transferred teacher shall be accorded all recall rights and responsibilities to the program of origin as specified in Article 45, Reduction-in-Force and Recall. Please note that for those certified staff designated as "specialist" for purposes of Article 45 (Psychologist, Social Worker, Speech Clinician) "program" is defined as CREC-wide. Therefore, for specialists only an involuntary reduction in position or an involuntary move to a differently-certified position would constitute a reduction-in-force under the terms of Article 45. Staff accorded recall rights under the terms of Article 39 must apply for retention of their names on the recall list as set forth in Article 45, section II, subsection E.
 2. In addition, the "program" seniority of the transferred teacher in the program to which transferred shall be considered to be equivalent to their pre-existing seniority in their program of origin for the period of their placement on the recall list. At the end of such period, such "program" seniority shall revert to that accumulated by actual time in the new program.
- E. Transfers shall not affect "CREC" seniority as utilized elsewhere in the Agreement.
- F. A list of all certified open positions in CREC shall be sent to every program and posted as provided for in Article 40, B.
- G. Notice of transfer shall be given to the transferred teachers as soon as practicable and under normal circumstances not later than June 1.

ARTICLE 41
VACANCIES/PROMOTIONS

- A. Promotions as used in this section, means any position which pays a salary differential and/or involves an additional or higher level of responsibility.
- B. Vacancies of positions which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:
1. Vacancies for all certified bargaining unit positions (whether caused by death, retirement, discharge, resignation, or the creation of a new position) shall be publicized by posting a notice in the administrative office of each program, within five (5) school days after the position becomes known.
 2. Said notice of vacancy of position shall set forth the qualifications for the position.
 3. Teachers who desire to apply for such vacant positions shall file their applications in writing with the person and within the time limit as specified in the notice.

4. Such vacant positions shall be filled on the basis of qualification for the vacant position, provided however, that where two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest amount of seniority in the system shall be given the preference. This section does not apply to positions outside the bargaining unit.
5. During the summer months, the Director of Human Resources shall notify certified personnel of all vacant certified bargaining unit positions which have become available since the close of the school year by posting such vacancies on the CREC website.

ARTICLE 42
GENERAL PROVISIONS

- A. There shall be no reprisals or coercion of any kind taken by the Association or its members of the Board against any teacher by reason of membership or non-membership in a professional organization or non-participation in its activities.
- B. In the application of the terms of this Agreement, there shall be no unlawful discrimination with regard to age, race, creed, color, religion, national origin, sex, marital status, disability, sexual orientation or any other characteristic protected by law. This provision shall only be enforceable by the appropriate state administrative agency.
- C. The Board shall provide the Association President with a complete and updated copy of Board policies. In addition, a copy of such policies shall be placed in each program of CREC.

ARTICLE 43
SPECIFIC PERFORMANCE

In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damage which would otherwise obtain.

ARTICLE 44
ASSOCIATION USE OF SCHOOL FACILITIES

- A. The Association will have the right to use buildings under the control of CREC without cost and at reasonable times for meetings, provided that the Association also agrees to assume the responsibility for securing the building after any of its meetings. Arrangements for the use of the building may be made within a reasonable time in advance of such use with the appropriate administrator.
- B. Bulletin board or wall space will be provided in each program's central office or in any other place readily accessible to all program teachers for the purpose of displaying notices, circulars and other Association materials. Copies of all such materials will be given to the program administrator but his advance approval will not be required.
- C. The Association President shall be provided with copies of approved minutes of all CREC Board meetings. A copy of the agenda of CREC Board meetings will be given to the Association President prior to any Board meeting.

ARTICLE 45
MAINTENANCE OF MEMBERSHIP AND AGENCY SHOP

- A. All employees, shall as a condition of employment either (1) become and/or remain members of the Association through the duration of this Agreement, or (2) pay to the Association a representation fee not to exceed the amount of dues uniformly required of members.
- B. CREC agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to CREC prior to January 1st of each school year. Further, the Association shall hold CREC harmless against any and all claims, demands, liabilities, lawsuits, counsel fees, or other costs which may arise out of or by reason of actions taken by or against the Board as a result of the administration or enforcement of this Article.
- C. The Board agrees to place in the mail with a legible postmark to the CREC Education Association all monies deducted for dues and fees within 5 working days after the payday on which they were deducted. The Board will pay the CRECEA \$25/day for each working day the payment is postmarked late beyond the 5th.
- D. Payment will be made within fifteen (15) working days from the date of deduction.
- E. A teacher who ceases to be a CREC employee, for whatever reason, during the school year shall be responsible for the prorated portion of any annual dues or representation fees to the date of his/her leaving the system.
- F. No later than October 15 of each school year, CREC shall provide the Association with a list of all employees of CREC in the bargaining unit. CREC shall notify the Association monthly of any changes in said list.

ARTICLE 46
RIF/RECALL

- I. Procedures for Reduction of Staff:
 - A. It is recognized by the parties that CREC, at any time, may need to eliminate professional staff positions.
 - B. Subject to the rights of teachers under the provisions of 10-151 of the Connecticut General Statutes, if a reduction in force is necessary due to the elimination of positions, CREC will use the following procedure in determining which teacher contracts will be terminated or non-renewed:
 - 1. In the event that a program is required to reduce the number of certified teaching positions, the contracts of teachers shall be terminated or non-renewed on the basis of program seniority, least senior first.

2. In the event that program seniority is insufficient for determining the least senior teacher, CREC seniority shall be used to establish the least senior of teachers with equal program seniority.
 - a. Total experience in any system as a certified teacher;
 - b. Total non-certified experience deemed relevant and for which credit was granted at the time of employment with CREC for the purpose of placement on the salary schedule;
 - c. The attainment of the Professional Educator Certificate, or credits towards the Professional Educator Certificate;
 - d. The holding of a current CREC EA position;
 - e. Additional relevant degrees;
 - f. Additional course credit relevant to the position;
 - g. In the event that the above criteria are insufficient to determine the least senior teacher, the resulting tie will be resolved by lottery.
3. The displaced least senior teacher in the affected program shall have no right to displace any other teacher in the system, and accordingly, his/her contract shall be terminated or non-renewed, except in the following situation:
 - a. If the displaced least senior has taught in another CREC program and has greater program seniority there than the teacher in the program with the least program seniority, then the displaced teacher may displace the least senior teacher, whose contract shall be terminated or non-renewed unless he/she meets the conditions of 2.a. above.

If the displaced least senior teacher has taught in several CREC programs and has greater program seniority than the least senior teacher in each of the several programs, he/she shall displace the least senior of the several teachers, whose contract shall be terminated or non-renewed unless he/she meets the conditions of 2.a. above.
 - b. If program seniority is not sufficient for determining the least senior teacher in 2.a. above, CREC seniority will be used to establish the least senior teacher of teachers with equal program seniority as in B. 1. above.

If CREC seniority is insufficient to determine the least senior teacher, then the criteria in 1.B.2.a-g will be used to determine the least senior teacher.

C. For the purposes of the Article, seniority shall be defined as follows:

1. Program seniority shall be defined as total service in a CREC program as a certified teacher including any service prior to CREC's assumption of management where applicable.
2. CREC seniority shall be defined as continuous service with CREC as a certified teacher from the signing of a contract with CREC.

3. Leaves of absence from CREC will not count as seniority time; neither will they be considered a break in continuous CREC employment.
- D. 1. For the purposes of Section I of this Article, the following CREC positions are recognized as Specialists:
- Psychologist
Social Worker
Speech Clinician
2. For the purposes of Section I of this Article, each Specialty shall be treated as a program.
- E. 1. In the event it becomes necessary to reduce the teaching staff, the Association shall be notified by the CREC administration as to whose contract of employment will be non-renewed or considered for termination. At this time CREC shall provide the current seniority list to the Association.
2. If the Association does not object in writing to the Human Resources Department to this notice of those teachers whose contracts are being non-renewed or considered for termination within five (5) business days of the receipt of the notice, then any grievance regarding this list shall be deemed waived. Any objection must contain the Association's proposed order of layoff with specific reasons in writing to the Human Resources Department.
 3. The Association shall meet with the CREC administration to discuss its objections within the above-noted five-day period. If there is no resolution of the dispute within five (5) business days of this meeting, the parties shall submit the issues to expedited arbitration. The arbitrator shall render his/her decision within fifteen (15) days of the date of the hearing.
 4. The statutory procedure is the exclusive method by which an individual teacher may appeal a layoff.

II. Recall Procedure

- A. Any teacher whose contract is non-renewed or terminated pursuant to this reduction in force procedure shall remain on a recall list for two (2) years from October 15, following the date of termination or non-renewal.
- B. Said teacher will have the right of first refusal to any available position for which he/she has taught, and shall be notified of said openings by certified mail. Said teacher shall respond within ten (10) business days from the receipt of notice, or an assumption of no interest will be made and the position will pass to the next candidate on the list for his/her consideration.
- C. Placement on the recall list shall be determined by the teacher's date and order of rifting and recall shall follow a reversal of the staff reduction procedure (last one out, first one back). Teachers on voluntary leaves shall also be subject to RIF per Section I and to subsequent placement on the recall lists as of the date of the beginning of said leave. The following criteria shall be used;

1. The list status of the program from which the teacher was rified; said teacher shall have right of first refusal on the basis of last out, first one back.
2. The list status of the program(s) for which the rified teacher is eligible, but where the rified teacher has no program seniority; the rified teacher shall have the right of first refusal based on CREC seniority, assuming there are no outstanding rified teachers from said programs.
3. The list status of the program(s) for which the rified teacher is eligible because of prior teaching experience in said program(s): the rified teacher shall have right of first refusal based on program seniority in said program(s) assuming no outstanding rified teachers from said program(s).

No penalty shall be attached to a teacher's refusal of a position. Rather, teachers shall be maintained on the list for the full term as stipulated in A. above with no altering of relative rank on the list.

- D. Teachers shall be maintained on the list for the full term as stipulated in A. above, providing they apply to the Human Resources Department for the retention of their names on the list in writing by certified mail on or before June 1 of each year subsequent to his/her termination or non-renewal.
- E. Any teacher who changes his/her address shall notify the Board by certified mail of said change.
- F. For the purposes of this Article, the categories will be composed of programs as follows:
 - Farmington Valley Diagnostic Center
 - Hartford Juvenile Detention Center
 - Integrated Program Models
 - John J. Allison, Jr. Polaris Center
 - Lincoln Academy
 - Magnet Schools:
 - Academy of Aerospace and Engineering
 - Discovery Academy
 - Glastonbury East Hartford Magnet School
 - Greater Hartford Academy of the Arts Elementary Magnet School
 - Greater Hartford Academy of the Arts High School
 - Greater Hartford Academy of the Arts Half Day High School
 - Greater Hartford Academy of the Arts Magnet Middle School
 - Greater Hartford Academy of Math and Science
 - International Magnet School for Global Citizenship
 - Medical Professions and Teacher Preparation Magnet School
 - Metropolitan Learning Center
 - Montessori Magnet School
 - Museum Academy
 - Public Safety Academy
 - Reggio Magnet School of the Arts
 - Two Rivers Magnet Middle School
 - Two Rivers Magnet High School
 - University of Hartford Magnet School
 - Open Choice Program
 - Professional Development of TABS

- Project Literacy
- Regional Technical Training
- River Street School
- Soundbridge
- Special Services Support Team of TABS
- Student Services
- Teaching and Learning
- Transition to Employment Services
- Voc-Tech Related Services Program of TABS

Article 45, I,D does not include Specialists working in the Technical Assistance Brokering Service and/or any magnet school.

- G. For the purpose of this Article, the Executive Director and the Association shall mutually decide the category, if any, for any new program being placed within CREC or an existing CREC Program in which its first teacher-certified position is being created. Failing a mutual decision, the parties shall submit the issue to arbitration in accordance with Article 5.D.4. of this contract. The sole question the arbitrator will decide is the category into which the new program will be placed, if any.
- H. The temporary separation of the teacher under this article shall not affect any fringe benefits earned and/or accumulated or benefits to be earned and/or accumulated when re-employed, with the exception of the salary schedule increments and years of service as applied to the teacher's retirement. It is understood that the teacher does not accrue any seniority during any period of any layoff and that no fringe benefits are paid for by CREC during the period of any layoff. It is also understood that the period of layoff shall not be considered a break in continuous service for purpose of seniority.
- I. Upon written request, the Association shall be provided with a copy of the current recall list.
- J. The provisions of this Article shall not apply to persons holding a durational shortage area permit (DSAP). In the event CREC reduces the number of teacher positions, unit members holding DSAP's who are assigned to the area of reduction shall be terminated, regardless of seniority, prior to any teacher who is certified for the position.

ARTICLE 47
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 remainder of this Agreement shall remain in full force and effect.

ARTICLE 48
HOLDOVER

The terms of this Agreement may only be held over upon the mutual agreement of both parties.

ARTICLE 49
JUST CAUSE

Disciplinary actions other than those subject to review under Connecticut General Statutes Section 10-151 (i.e. written reprimand, suspension) shall be for just cause.

ARTICLE 50
SEVERANCE BENEFIT

Provided that resignation for purposes of retirement at the end of the current school year is submitted by October 1 of that year, employees with at least twenty (20) years of service to CREC at the time of retirement will receive a severance benefit of \$250 for each year of service to CREC.

ARTICLE 51
TUITION REIMBURSEMENT

- A. Teachers may apply for pre-approval of graduate course work at an accredited college or university which would lead to a degree, lead to additional certification endorsement, or be a course within their subject area or related to a goal pursuant to the evaluation plan.
- B. Teachers must successfully complete the course work with a B grade or better or pass in a pass/fail course and submit their proof of cost and completion by June 30th for reimbursement. Reimbursement payments will be distributed by July 31st.
- C. The Board shall budget \$60,000 annually for tuition reimbursement. Teachers who are eligible for reimbursement in accordance with this Article shall receive such reimbursement pro rata (not to exceed the actual tuition cost or the in-state UConn Graduate Course rate) from the budgeted amount. If requests exceed the amount of the fund, the total number of classes will be divided into the total account sum and no teacher shall be eligible for more than the actual amount paid or the in-state UConn Graduate Course rate.

ARTICLE 52
DURATION AND SIGNATURES

The provisions of this Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2017.

CAPITOL REGION EDUCATION COUNCIL

6/17/15
Date

BY: Christopher C. Wilson
Christopher C. Wilson, Chairperson

CAPITOL REGION EDUCATION COUNCIL
EDUCATION ASSOCIATION

8/10/15
Date

BY: Lisa M. Cordova
Lisa Cordova, President

APPENDIX A

EXTRA STIPENDS

All stipends unless otherwise noted shall be posted per Article 40, Vacancies/ Promotions. In the absence of formal notice from CREC by April 1 of each year of intention to post, stipends held by incumbents shall continue.

		<u>15-16</u>	<u>16-17</u>
1	Supervision Team Leader, Clinical Team Leader, Department Chair	\$6,525	\$6,636
2	Program Team Leader, Curriculum Facilitator, PBIS Coach	\$3,168	\$3,222
3	School Based Chemical Hygiene Officer	\$3,051	\$3,103
4	Additional professional designations (certificates)		
	Board Certified Behavior Analyst:	\$2,975	\$3,026
	Board Certified Associate Behavior Analyst:	\$1,784	\$1,814
5	TEAM Mentors	\$540	\$549
6	Conducting teacher workshops outside of the teacher's on-site work day (preparation, presentation and follow up time), Summer School Coordinator, CMT Academy Coordinator	\$53.53	\$54.44
7	Adult Education, Summer School/Special Education, Inter-District Program Coordination (ex. CRLA), Saturday School, CMT Academy, State Advisor, CREC sponsored courses offered after school hours	\$41.07	\$41.77
8	Curriculum Development	\$36.14	\$41.77
9	Inter Program Travel	IRS rates as promulgated by the IRS	

The following stipends shall be paid per individual to persons wishing to offer a class or series of classes (time limited) with CREC endorsement to students during hours beyond the regular day; posting is not required:

Classes: Summer School	\$41.07	\$41.77
Rate:		
• Art		
• Dance		

The following stipends shall be paid per individual to individuals involved in extra-curricular activities that reflect year long commitment and responsibilities entailing hours beyond the regular work day, and/or planning for a major event. The Executive Director or designee may determine, in consultation with the Association, the Advisory level, based on time commitment, required for the activity/club. Moreover, in the event an activity occurs for a specified time period, such as per semester or trimester, the annual stipend listed below will be divided accordingly.

Advisor: \$1,100 in 15-16 & \$1,119 in 16-17: may include but is not limited to:

- Senior Class Advisor (to include planning for Prom)
- Intramural Coordinator (traditional sports and any other activities of interest to students endorsed by the program)

Advisor: \$936 in 15-16 & \$952 in 16-17: may include but is not limited to:

- Junior Class Advisor (to include planning for Prom)
- Student Council
- Chorus
- Band
- Drama Club
- Math Olympiad
- SASS
- National Honor Society
- Intramural Activity Leader (traditional sports and any other activities of interest to students endorsed by the program)
- Chess Club

Advisor: \$826 in 15-16 & \$840 in 16-17: may include but is not limited to:

- Sophomore Class Advisor

Advisor: \$1,058 in 15-16 & \$1,076 in 16-17: may include but is not limited to:

- SBAC/CMT Coordinator (individual school/program)
- SBAC/CAPT Coordinator (individual school/program)

Clubs: \$716 in 15-16 & \$728 in 16-17: may include but is not limited to:

- Freshman Class Advisor
- Robotics
- Model UN
- Envirothon
- Debate

Yearbook:

High School: \$1,100 in 15-16 & \$1,119 in 16-17

Non-high school: \$716 in 15-16 & \$728 in 16-17

NOTE: As additional opportunities for teachers to work with students during after school hours become available, the program director / principal will write a job description and offer an amount for the stipend. That job description and amount will be approved by the union president prior to posting.

APPENDIX B
Athletic Salary Schedules

2015-16

Sports	Level	Expectation	Step 1	Step 2	Step 3
Soccer, Football, Volleyball, X-Country, Field Hockey, Indoor Track, Gymnastics, Wrestling, Cheerleading, Baseball, Softball, Tennis, Basketball, Lacrosse, Golf, Track & Field, Ultimate Frisbee, Bowling, Fencing, Swimming, Ice Hockey	Varsity Head	A	\$5,409	\$5,680	\$5,950
	Assistant Varsity	B	\$4,868	\$5,139	\$5,409
	Junior Varsity	A	\$3,786	\$4,057	\$4,327
	Middle School Head	A	\$2,704	\$2,975	\$3,245
	Assistant MS	B	\$2,164	\$2,434	\$2,704

2016-17

Sports	Level	Expectation	Step 1	Step 2	Step 3
Soccer, Football, Volleyball, X-Country, Field Hockey, Indoor Track, Gymnastics, Wrestling, Cheerleading, Baseball, Softball, Tennis, Basketball, Lacrosse, Golf, Track & Field, Ultimate Frisbee, Bowling, Fencing, Swimming, Ice Hockey	Varsity Head	A	\$5,501	\$5,777	\$6,052
	Assistant Varsity	B	\$4,951	\$5,226	\$5,501
	Junior Varsity	A	\$3,850	\$4,126	\$4,401
	Middle School Head	A	\$2,750	\$3,025	\$3,300
	Assistant MS	B	\$2,201	\$2,476	\$2,750

2015-2016

C.I.A.C. Sport	Level	Expectation	Step 1	Step 2	Step 3
Spring Football	Head Coach	A	\$1,000	\$1,200	\$1,400
	Assistant Coach	B	\$500	\$700	\$900

2016-2017

C.I.A.C. Sport	Level	Expectation	Step 1	Step 2	Step 3
Spring Football	Head Coach	A	\$1,020	\$1,224	\$1,428
	Assistant Coach	B	\$510	\$714	\$918

Faculty Managers

2015-2016

School Level	Step 1	Step 2	Step 3
High School	\$8,136	\$9,153	\$10,170
Middle School	\$5,085	\$6,102	\$7,119

The middle school position and the high school position are independent of each other and intended to be filled by two separate individuals. In the event it becomes necessary to use the same individual in both positions, that individual will receive both stipends.

2016-2017

School Level	Step 1	Step 2	Step 3
High School	\$8,274	\$9,309	\$10,343
Middle School	\$5,171	\$6,206	\$7,240

The middle school position and the high school position are independent of each other and intended to be filled by two separate individuals. In the event it becomes necessary to use the same individual in both positions, that individual will receive both stipends.

Co-op Coordinator

2015-2016

School Level	# Athletes Leaving per year	Step 1	Step 2	Step 3
High School	More than 50	\$2,712	\$2,984	\$3,255
High School	15 to 50	\$1,628	\$1,899	\$2,171
High School	Less Than 15	\$543	\$814	\$1,085

2016-2017

School Level	# Athletes Leaving per year	Step 1	Step 2	Step 3
High School	More than 50	\$2,766	\$3,043	\$3,320
High School	15 to 50	\$1,661	\$1,937	\$2,214
High School	Less Than 15	\$554	\$830	\$1,107

APPENDIX C

SALARY SCHEDULES

2015-16 SALARY SCHEDULE				2016-17 SALARY SCHEDULE			
STEP	BA	MA	6TH YR	STEP	BA	MA	6TH YR
1				1			
2	44,660	47,236	53,287	2	44,660	47,236	53,287
3	46,904	49,804	55,961	3	46,904	49,804	55,961
4	49,260	52,514	58,767	4	49,260	52,514	58,767
5	51,733	55,370	61,716	5	51,733	55,370	61,716
6	54,332	58,381	64,809	6	54,332	58,381	64,809
7	57,062	61,559	68,060	7	57,062	61,559	68,060
8	59,928	64,907	71,475	8	59,928	64,907	71,475
9	62,939	68,434	75,059	9	62,939	68,434	75,059
10	66,398	72,159	78,824	10	66,398	72,159	78,824
11	69,857	76,082	82,779	11	71,045	76,082	82,779
12		80,432	87,326	12		80,432	87,326
13		84,782	91,873	13		86,223	93,435

Teachers not at maximum shall advance a step in 2015-16 and 2016-17.

To assure that outside experience is not credited greater than CREC experience, teachers newly hired in the future will receive step credit for prior experience equivalent to step credit given to teachers already employed at CREC.

APPENDIX D

HMO OPTION:

BLUE CARE HEALTH MAINTENANCE ORGANIZATION (Primary Care Physician)

IN Network -

\$25 Copay Dr. Visits
\$30 Copay Dr. Visits (January 1, 2017)

\$150 Emergency Room
\$50 Urgent Care
\$400 In-Patient Hospital
\$150 Outpatient Hospital
\$200 Outpatient Hospital (January 1, 2016)
\$250 Outpatient Hospital (January 1, 2017)
100% Ambulatory Hospital
Drug Maximum Unlimited

Copay

Mail Order	two times retail
Generic	\$10
Brand (preferred)	\$25
Brand (non-preferred)	\$40

OUT of Network -

Only Emergency

BLUE CROSS/BLUE SHIELD CENTURY PREFERRED

IN Network -

\$25 Copay Dr. Visits
\$30 Copay Dr. Visits (January 1, 2017)

\$150 Emergency Room
\$50 Urgent Care

\$400 In-Patient Hospital
\$150 Outpatient Hospital
\$200 Outpatient Hospital (January 1, 2016)
\$250 Outpatient Hospital (January 1, 2017)
100% Ambulatory Hospital
Lifetime maximum - unlimited
Drug Maximum 2,500 with 80/20 copayment thereafter (first dollar coverage from exhaustion)

Copay

Mail Order	two times retail
Generic	\$10
Brand (preferred)	\$25
Brand (non-preferred)	\$40

OUT of Network -

\$400/800/1000 deductible
80/20% co-insurance
\$800/1600/2000 Co-insurance Maximum
\$1200/2400/3000 Out of Pocket Maximum
Lifetime maximum- unlimited
Precertification Required

Benefit	CREC BlueCare POE Plan In-Network Benefits only 004715-016	CREC Century Preferred Plan In-Network/Out of Network 004715-037	Lumenos H S A 2000/4000 In-Network/Out of Network 004715-022
Costshares	<p>\$25 Office and Specialist Visit Copay Effective January 1, 2017 \$30 Office and Specialist Visit Copay</p> <p>\$100 Emergency Room Copay</p> <p>Per Admission Copay - \$400 Urgent Care \$50</p> <p>\$150 Copay for Outpatient Ambulatory Services Effective January 1, 2016 \$200 Copay for Outpatient Ambulatory Services Effective January 1, 2017 \$250 Copay for Outpatient Ambulatory Services</p> <p>Out-of Network Elective Services Not Covered</p> <p>In-Network Services - Unlimited maximum</p> <p>Lifetime Maximum - Unlimited</p>	<p>\$25 Office and Specialist Visit Copay Effective January 1, 2017 \$30 Office and Specialist Visit Copay</p> <p>\$100 Emergency Room Copay</p> <p>Per Admission Copay - \$400 Urgent Care \$50</p> <p>\$150 Copay for Outpatient Ambulatory Services Effective January 1, 2016 \$200 Copay for Outpatient Ambulatory Services Effective January 1, 2017 \$250 Copay for Outpatient Ambulatory Services</p> <p>Out of network deductible \$200/\$400/\$500 Effective January 1, 2016 Out of network deductible \$400/\$800/\$1,000</p> <p>80% reimbursement up to \$800/\$1,600/\$2,000 Out of Pocket Maximum \$1,000/\$2,000/\$2,500 Effective January 1, 2017 Out of Pocket Maximum \$1,200/\$2,400/\$3,000</p> <p>Lifetime maximum - Unlimited</p>	<p>Health Account + Deductible=Bridge \$2,000 Ind /\$4,000 fam deductible/health account \$4,000/\$8,000 shared in/out of network OOP</p> <p>Plan with health incentives</p> <p>100% for preventive care services</p> <p>Not applicable to health account or bridge</p> <p>Preventive services do not come out of health savings account</p> <p>Out of network covered at 80% up to Out-of-Pocket Maximum: \$4000 Individual/\$8000 OON Family Bridge IRS Limits: \$3350/\$6650</p>
Preventive Care Pediatric	<p>No Copay</p> <p>Covered according to age-based schedule</p>	<p>No Copay</p> <p>Covered according to age-based schedule Out of Network Deductible and Coinsurance</p>	<p>100% covered Not applicable to the health account/bridge Out of network 80% After Bridge</p>
Adult	<p>No Copay</p> <p>Covered according to age-based schedule</p>	<p>No Copay</p> <p>Covered according to age-based schedule Out of Network Deductible and Coinsurance</p>	<p>100% covered Not applicable to the health account/bridge Out of network 80% After Bridge</p>

Vision	No Copay Eye exam once every two years	No Copay Eye Exam once every two years	\$10 Copay See Blueview Vision Document
Hearing	No Copay Screening part of physical exam 1 per year	Office/Specialist Visit Copay Screening part of physical exam Deductible and coinsurance out of network	100% covered Not applicable to the health account/bridge Out of network 80% After Bridge
Gynecological	No Copay Covered once every year	No Copay Covered once every year Deductible and coinsurance out of network	100% covered Not applicable to the health account/bridge Out of network 80% After Bridge
Medical Services Medical Office Visit Specialist Office Visit	Office/Specialist Visit Copay	Office/Specialist Visit Copay Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
	Office/Specialist Visit Copay	Office/Specialist Visit Copay	
Outpatient PT/OT/ST/ Chiro	Office/Specialist Visit Copay Unlimited	No Copay Deductible and coinsurance out of network 50 combined benefits for PT,OT,ST and Chiro	Health account or Bridge then 100% Out of network 80% After Bridge
Allergy Services	Office/Specialist Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years	Office/Specialist Copay for office visits and testing No copay for injections maximum benefit - 80 visits in 3 years Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Diagnostic Lab & X-ray	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Inpatient Medical Services	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Surgery Fees	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge

Office Surgery	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Outpatient Mental Health/Substance Abuse	Office/Specialist Visit Copay	Office/Specialist Visit Copay Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Emergency Care Emergency Room	\$100 Copay (waived if admitted)	\$100 Copay (waived if admitted) Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Urgent Care	\$50 Copay Urgent Care Network must be utilized for coverage	\$50 Copay Urgent Care Network must be utilized for coverage	Health account or Bridge then 100% Out of network 80% After Bridge
Ambulance	Maximum : Air and Land are Unlimited	Maximum : Air and Land are Unlimited	Health account or Bridge then 100% Out of network 80% After Bridge
Inpatient Hospital General/Medical/ Surgical/Maternity (Semi-private)	Covered Per Admission Copay \$400	Covered Per Admission Copay \$400 Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Ancillary Services (Medication, Supplies)	Covered	Covered	Health account or Bridge then 100% Out of network 80% After Bridge
Psychiatric	Covered Per Admission Copay \$400	Covered Per Admission Copay \$400 Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Substance Abuse/ Detox	Covered Per Admission Copay \$400	Covered Per Admission Copay \$400 Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge

Rehabilitative	Covered Per Admission Copay \$0 60 day per calendar year	Covered Per Admission Copay \$0 60 day per calendar year Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Skilled Nursing Facility	Covered up to 90 days per calendar year Per Admission Copay \$400	Covered up to 120 days per calendar year Per Admission Copay \$150 Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Hospice	Covered	Covered	Health account or Bridge then 100% Out of network 80% After Bridge
Outpatient Hospital Outpatient Surgery Facility Charges	Covered \$150 copay Effective January 1, 2016 \$200 copay Effective January 1, 2017 \$250 copay	Covered \$150 copay Effective January 1, 2016 \$200 copay Effective January 1, 2017 \$250 copay Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Diagnostic Lab & X-ray	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Pre-Admission Testing	Covered	Covered Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Other Services Durable Medical Equipment & Prosthetics	20% coverage Calendar Year Maximum Unlimited <i>Coverage limited to the following items: glucometer, pulmoaide/nebulizer, apnea monitor, C-Pap machine (not supplies), asthma kits, insulin pumps & supplies</i>	Covered Deductible and coinsurance out of network Unlimited	Health account or Bridge then 100% Out of network 80% After Bridge

Home Health Care	Covered Unlimited	Covered 200 Visits per member, per calendar year Deductible and coinsurance out of network	Health account or Bridge then 100% Out of network 80% After Bridge
Prescription Drugs	Managed PS 3 Tier Rx Option 2 \$10 GE Rx copay , \$25 Brand Name Copay \$40 NLB Unlimited maximum	Managed PS 3 Tier Rx Option 2 \$10 GE Rx copay , \$25 LB Name Copay \$40 NLB \$2,500 Maximum then rollover to medical	Health account or Bridge then 100% No Maximum Out of network 80% After Bridge
	2x mail order copay	2x mail order copay	

MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, CREC and the CREC Education Association agreed as follows:

- (1) A current extended day program will be maintained as long as the State funds at least 75% of the per pupil cost (as determined by the State formula) at the school.

- (2) Any expansion of extended day programs (including new programs or current programs) will not set a precedent or past practice, thus reserving to CREC the right to revert to a seven hour day (or the prior extended day at a particular program) without further negotiations. Sixty days notice will be provided prior to changing the hours of any extended day program.

- (3) Given the diversity of CREC programs, legitimate issues may arise concerning working conditions, which issues are not susceptible of resolution through general contract provisions. Where such issues arise, at the request of the CRECEA, the program director and the designee of the Executive Director shall meet at a reasonable time with the building representative and the CRECEA President or designee to discuss such issues.

Capitol Region Education Council

Capitol Region Education Council
Education Association

By Regina B. Jewell

By Lise M. Condora

Date: 08-10-2015

Date: 8/10/15