

AGREEMENT BETWEEN

THE BOARD OF DIRECTORS OF
THE AREA COOPERATIVE EDUCATIONAL
SERVICES

AND

THE AREA COOPERATIVE EDUCATIONAL
SERVICES
ADMINISTRATORS' ASSOCIATION

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	MANAGEMENT RIGHTS1
ARTICLE II	SALARY.....2
ARTICLE III	INSURANCE BENEFITS5
ARTICLE IV	LEAVES9
ARTICLE V	HOLIDAYS AND VACATIONS14
ARTICLE VI	MISCELLANEOUS ADMINISTRATOR BENEFITS15
ARTICLE VII	REDUCTION IN FORCE16
ARTICLE VIIA	TRANSFERS AND VACANCIES21
ARTICLE VIII	PROTECTION OF PROFESSIONAL ADMINISTRATIVE STAFF22
ARTICLE IX	PAYMENTS TO ESTATE OF DECEASED EMPLOYEES23
ARTICLE X	GRIEVANCE PROCEDURE.....24
ARTICLE XI	DISCIPLINARY TERMINATION27
ARTICLE XII	PERSONNEL FILES28
ARTICLE XIII	SEPARATION PAYMENT28
ARTICLE XIV	RETIREE INSURANCE29
	APPENDIX A - SALARY SCHEDULES30
	SIGNATURE PAGE31

UNDERSTANDING OF THE PARTIES

The parties to this agreement are the Board of Directors of the Area Cooperative Educational Services (hereinafter, the "Board") and the ACES Administrators Association (hereinafter, referred to as the "Administrators"). The employees covered by this agreement all occupy positions that are more specifically listed in Appendix A.

The Board and the Administrators enter into this agreement believing that it is in the best interest of the parties to encourage and enhance harmonious labor relations for the benefit of all staff and clients of ACES.

If during the term of this agreement, any group of administrators covered by this agreement become members of a bargaining unit represented by an exclusive bargaining agent, then this agreement shall become null and void, except that the salary schedule shall continue in full force and effect.

This agreement shall remain in full force and effect for the period of July 1, 2022 through June 30, 2025 except as provided in Article VII, and any administrators employed by the Board during this term shall be so employed subject to its provisions either by voluntary agreement as evidenced by the individual administrator's execution of a copy hereof, or by requirement of the Board as a condition of continued employment.

ARTICLE I MANAGEMENT RIGHTS

- A. 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 ACES in all its aspects, including but not limited to the following:
1. To create, abolish or maintain programs and other educational activities as, in its judgment, will best serve the interest of ACES;
 2. To decide the need and type of facilities;
 3. To determine the care, maintenance, and operation of facilities with buildings, lands, apparatus, and other property in its control;
 4. To employ, assign, and to prescribe and enforce rules and regulations for the maintenance of employee discipline and for performance of work;
 5. To prescribe rules for the student in areas such as: management, studies, classification and discipline for ACES programs;

- 6. To decide textbooks, curriculum, and procedure to be used to implement programs;
 - 7. And, in general, to control, supervise, and manage the operations of ACES and its professional staff under governing laws, and to establish or continue policies, practice and procedures for the conduct of Board business and the management of its operations.
- B. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement or state or federal law.

ARTICLE II
SALARY

A. Payment of salary shall be in accordance with the salary schedule annexed hereto as Appendix A.

B. Annual Increases

Employees having six (6) months or more service in any position or positions and having an evaluation of good or higher shall receive on the first day of July or at the start of their employment agreement, if hired on less than a 12 month basis, an increase as set forth in the salary schedule attached as Appendix A.

C. Longevity

ACES Administrators shall receive a longevity payment each year in the amounts set forth below based on their years of service as a teacher and/or administrator to ACES.

10 years	\$1,000
15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years or more	\$3,000

ACES Administrators hired on or after July 1, 2022 shall receive a longevity payment of \$1,000 each year once they reach 10 years of service as a teacher and/or administrator to ACES.

D. Annuity

Certified unit members will receive an annuity payment as follows:

2022-2023: \$1,500
2023-2024: \$1,750
2024-2025: \$2,000

Non-certified unit members employed prior to June 30, 2019 will receive an annuity payment of \$3,000.

Non-certified unit members hired after June 30, 2019 will receive an annuity payment in the amount set forth above for certified unit members.

E. Voluntary Payroll Deductions

As determined on September 15 of each year, the Executive Director or his/her designee is authorized to add voluntary payroll deductions, consistent with federal and/or State Laws or regulations, until the maximum number of deductions permitted by ACES payroll software is reached. Deductions allowed as of the start of the date of the adoption of this policy will be allowed to continue.

In allowing any voluntary deduction, ACES does not endorse or otherwise assume any opinion of the worthiness of the deductions.

F. Association Payroll Deductions

1. All members of the unit employed by the ACES Governing Board may join the Association, pay a service fee to the Association, or do neither. Insofar as any service fee being charted, it shall be equal in amount to that portion of the Association dues which represents the costs of collective bargaining, contract administration, and grievance adjustment
2. The ACES Governing Board agrees to collect from each member of the unit, who authorizes it in writing to do so, the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or 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 the Association membership dues and service fee shall be certified by the Association to the ACES Governing Board prior to August 1 for the following school year.
3. Subsequent Employment

Those members of the unit whose employment commences after the start of the school year shall pay, upon administrator authorization, a pro-rated amount equal to the percentage of the remaining period of employment in that year.

4. Forwarding Monies

The ACES Governing Board agrees to forward to the Association each month a check for the amount of money so authorized to be deducted during that month. The ACES Governing Board shall include with such check a list of members of the unit for whom such deductions were made.

5. The balance of the annual dues or service fee shall be deducted from the final paycheck of any employee, who has authorized the deduction of the due or service fee described in Section 1 above, and who is resigning his/her position, receiving a leave of absence or terminating his/her employment after the opening of school.

6. The right to refund to employees monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee that amount of any dues or service fee deducted by the ACES Governing Board and paid to the Association, which deduction was made in error, and agrees to hold the ACES Governing Board harmless from any claims resulting from such error.

7. The Association shall indemnify and save the ACES Governing Board harmless against all claims, demands, suits, or other forms of liability, to include all costs and expenses associated with administrative or civil litigation, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

8. In the event a member of the bargaining unit contends that a percentage of the service fee is being utilized for matters other than collective bargaining, contract administration, and/or grievance adjustment, the percent of the service fee so claimed shall be placed in an interest-bearing escrow account until the dispute is resolved. The Association agrees to provide an impartial process to resolve disputes over the amount of the service fee.

G. Salary payments shall be paid by direct deposit.

ARTICLE III INSURANCE BENEFITS

A. The ACES Governing Board agrees to provide to the employee and his/her family, except dental, the option to enroll in the following insurance programs or a program substantially equivalent as determined by ACES:

A High Deductible Health Plan (HDHP) with a \$2,000 deductible per single coverage and \$4,000 per two person and family coverage, with Rx co-pays of \$5/\$25/\$40 after the deductible has been met. The out-of-network coinsurance shall be 20% up to a maximum of \$2,000/\$4,000. The out-of-pocket maximum shall be \$4,000/\$8,000 inclusive of prescription co-pays after the deductible.

The deductible will be funded at 50% for active employees through a Health Savings Account (HSA).

ACES will provide its contribution to the deductible for Administrators in the HSA based on the following timeline each year:

Quarterly commencing on July 1 each year

The bank that will be selected to administer the HSA funds will be at the absolute discretion of ACES, who shall pay any processing and maintenance fees required by the bank.

Health Reimbursement Account: A Health Reimbursement Account (“HRA”) shall be made available for any administrator who is precluded from participating in a Health Savings Account (“HSA”) because the administrator receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by ACES for administrators participating in the HRA shall not exceed the dollar amount of the ACES’ annual HSA contribution for administrators enrolled in the HSA.

B. Eligibility for Benefits

1. All insurance benefits shall be provided in accordance with the terms of the insurance carrier.
2. Disputes concerning an employee’s eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.
3. Disputes concerning coverage shall not be subject to the grievance procedure contained in this agreement.
4. ACES reserves the right to self-insure the health insurance plan. Should ACES move to a self-insured plan, such plan shall meet the minimum state mandates.

C. Plan Descriptions

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

D. Premium Shares

Premium shares shall be for the duration of this Agreement as follows:

2022-2023 – Administrators will contribute twenty-two and one half percent (22.5%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents seventy-seven and one half percent (77.5%) of the applicable health premium costs.

2023-2024 – Administrators will contribute twenty-three percent (23%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents seventy-seven percent (77%) of the applicable health premium costs.

2024-2025 – Administrators will contribute twenty-three and one half percent (23.5%) of the applicable premium costs of their health premium costs, the Board of Governors will provide for their employees and dependents seventy-six and one half percent (76.5%) of the applicable health premium costs.

Administrators who, along with spouse where applicable, participate in the Wellness Program, including an annual physical exam with blood tests, two dental cleanings and screenings, as prescribed by their doctor, mammogram and colonoscopy will qualify for a two percent (2%) reduction in their premium cost sharing percentage. This Wellness Program shall terminate at the end of the contract term, subject to the right of either party to propose in successor contract negotiations that it continue.

E. Change in Carrier

1. Prior to any change in insurance plans or carriers, the Board shall notify and consult with the Association.
2. Any change in insurance carriers or plans shall be substantially equivalent. Disruptions less than 20% shall not be a factor in determining substantial equivalence.
3. The representative of the insurance carrier shall meet with the President of the Association and/or his/her designees and the Executive Director and/or his/her designees to explain any proposed change. The Board shall make available to the Association all necessary information in order to facilitate

any meeting(s) with any insurance representative. This information shall be provided to the Association in advance of any such meeting.

4. If the President does not approve of a proposed change as recommended by the Executive Director, he/she shall submit a written statement detailing the reasons for such disapproval. The statement shall specifically list the reductions in the level of benefits and/or administration inadequacies to which he/she objects.
5. The Association must submit this written statement within thirty (30) days of the meeting(s) with the insurance representative(s). An extension shall be granted for an additional 30 days upon written request from the Association.
6. If the Association disapproves of any changes(s) pursuant to section (e) above, it may submit the issue to arbitration. Such demand shall be submitted within fifteen (15) calendar days following receipt of notice from the Executive Director that the ACES Board intends to implement a new plan.
7. The arbitration shall be in accordance with the rules of the American Arbitration Association. The issue shall be decided exclusively by the rules of the A.A.A.

F. Insurances

1. Life Insurance - The employee shall receive life insurance equivalent to two times his or her salary and \$10,000 face value life insurance at no cost to the employee for spouse and dependents. Such life insurance coverage terminates upon resignation or retirement, and the policy is not convertible.
2. Long-Term Disability - ACES shall provide a comprehensive disability insurance policy with any company that ACES deems appropriate provided it is equal to or better than the existing coverage. Long-term disability insurance pays 60% of salary after three months for all conditions except pre-existing conditions, in which case long-term disability pays 60% of salary after one year. In no event shall an employee be entitled to combine any long-term disability payments with sick leave so as to exceed total weekly salary during the period of disability.
3. Employee Assistance Plan - A service through an organization ACES deems appropriate, which includes at least 2 visits at no charge to the administrator for professional consultation and referral for employees experiencing personal problems. The setting is guaranteed to be

confidential. ACES may offer counseling services other than the EAP provider.

4. Worker's Compensation - This policy is carried by ACES as protection for job related injuries.
 5. Retiree Insurance - Upon retirement from ACES and for life, administrators will be allowed to purchase the prevailing health benefit package, at the prevailing ACES costs, for both him/herself and his/her spouse.
 6. Upon death of a currently employed administrator or a retired administrator, his/her spouse will be allowed to purchase the prevailing health benefit package at the prevailing ACES cost.
- G. The parties shall study further the feasibility of introducing a Section 457 plan at no cost to ACES, provided that this provision shall not obligate ACES to introduce such a plan.

ARTICLE IV LEAVES

A. Sick Leave

Each ACES administrator is awarded eighteen (18) sick days per school year to be utilized for illness. Unused time in one year is carried forward to the next year until the maximum of 225 days is accumulated.

A doctor's statement may be requested when an administrator is absent due to illness for more than five (5) consecutive days or for other good cause.

Any ACES administrator may use five days of his/her yearly awarded sick time for family illness. Family is defined as parents, spouse or significant other living in the same household, and children. Administrators may apply to use additional, accumulated sick days due to extenuating circumstances (e.g. prolonged illness of family member). The need for additional time and the permission to use such additional days due to extenuating circumstances must be reviewed by the immediate supervisor and approved by the Executive Director. The decision to approve such a request is within the sole discretion of the Executive Director, and shall not be subject to grievance procedures under this Agreement.

In cases where the person is absent from work because of illness or injury as covered under the provisions of the Worker's Compensation Act, she/he shall receive from ACES an amount which represents the regular salary less the amount provided from compensation. The amount expended by ACES during the period

of disability shall be chargeable against sick time on a pro-rata basis and ACES' obligations under this provision shall terminate when sick leave is exhausted.

B. Pregnancy Disability Leave

Administrators shall be granted pregnancy disability leave upon request, accompanied by verifiable medical evidence. An administrator who is disabled because of pregnancy and unable to work may use accumulated sick leave to receive salary during the period of disability. The Executive Director or his/her designee, may require at regular intervals written certification from the employee's physician on continued disability, subject to a review by an ACES physician. If the period of disability extends beyond the total accumulated sick leave, the employee will receive an unpaid leave of absence for the remainder of the defined disability period, not to exceed a total of 12 weeks from the initial date of the disability. During the period of any unpaid disability after twelve weeks leave, the staff member is entitled to purchase benefits at the prevailing group rate.

C. Parenthood Leave

Administrators shall be entitled, upon written request, submitted to the Executive Director or his/her designee, to a leave without pay, for purposes of child rearing, apart from any period of childbirth disability leave. Such employee shall be entitled to such leave for twelve (12) consecutive months or a reasonable portion thereof, in which the child is born or adopted. Such child rearing leave shall be subject to the following conditions:

- A staff member who has requested and received a parenthood leave shall be entitled to purchase group insurance at the prevailing group rates in accordance with law and the terms of the insurance carrier for the duration of the leave.
- Employees requesting leave shall submit not less than sixty (60) days written notice of the anticipated date of commencing such leave.

Return Privileges Following a Leave of Absence

The administrator on leave shall be responsible for notifying ACES sixty (60) days prior to the date he/she desires to return to work unless previously determined or indicated at the commencement of the leave. A failure to provide such notice shall be deemed a waiver by the administrator of his/her right to return to a position with ACES.

An administrator returning from a leave shall be guaranteed his/her former position and program, if they are vacant. If no vacancy exists said administrator shall be offered a comparable position as the one he/she left.

All administrators shall retain, but not accrue, seniority and sick leave accumulation during the period of such leave. An administrator is not entitled to personal days and does not accumulate vacation time during such leave, but may use already earned vacation time (twelve-month employees) to extend such leave.

An administrator does not advance on the salary schedule during such leave, unless the administrator has worked more than half the work year. The aforementioned conditions apply to all unpaid leaves under this contract. Administrators on Parenthood Leave are subject to the reduction in force (RIF) provision.

D. Leaves of Absence for Professional Growth

When the interests of ACES are served through an administrator furthering his/her professional growth, the Governing Board may approve a Professional Growth Leave subject to the following terms and conditions:

The interests of ACES are defined as:

- Identified goals or needs of ACES
- Identified goals or needs of a program
- Staff development plan goals
- Supervisor identified goals or needs.

1. Period Employed

An administrator may have been employed in any capacity by ACES as a full-time staff member for at least three continuous years prior to the start of the leave. A Year is defined as an agreement year (i.e. ten, eleven, or twelve months.) Full-time is defined as twenty-one (21) or more hours per week.

2. Period of Leave

Up to sixty (60) consecutive calendar days, but not less than eleven (11) working days, will be granted. One leave may be awarded after each subsequent three years of consecutive full-time employment. The period of leave must be within one agreement year.

The period of leave may be extended by use of accrued vacation time or through granting a leave without pay if requested with the application.

3. Payment of Salary/Benefits Coverage

During the period of leave, the individual's full regular salary will be paid for the period of the agreement covered. However, stipends or remunerations received in excess of expenses (i.e., travel, lodging, meals,

instructional materials, and tuition) will be reimbursed to ACES. ACES benefits will be provided during the leave.

4. Penalty for Failure to Return/Early Leaving

Administrators taking a Professional Growth Leave must agree to return to work at ACES for a period of one full agreement year following the year in which the leave is taken. If return is not made or if the one full agreement year condition is not met, the administrator is obligated to repay ACES a pro-rated share of salary and benefits received.

5. Limitations

No more than one person per program at one time. Team applications will be handled separately from the normal application process for individuals.

6. Application Process

Administrators will apply for Professional Growth Leave on forms provided by the Executive Director or his/her designee. The endorsements of the Program Coordinator, Manager and Executive Director are necessary prior to Governing Board action. A written agreement will specify the period of the leave, reimbursement and reconciliation penalty provisions.

E. Military Leave

Each administrator of ACES who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by the General Statutes, shall be entitled to absent him/herself from duties at ACES, while engaged in required field training in such reserve corps.

No administrator shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss or reduction of vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in employment or re-employment.

While engaged in such training, each employee who is a bona fide member of the reserve corps of any branch of the armed services shall receive his/her military compensation.

The period of absence in any calendar year shall not exceed thirty (30) days.

F. Personal Days

Up to three (3) personal days shall be available each year to conduct necessary personal business that cannot be conducted outside of the school day or year (e.g. house closing, legal or bank business). An administrator hired after January 1 and

prior to May 1 of any given year shall be given one personal day for the remainder of the school year. These days will not accrue annually.

Personal days shall not be used to extend a holiday or vacation. Anyone wishing to use a personal day immediately prior to or immediately following a vacation or holiday must submit a written request to the Personnel office and a copy to his/her immediate supervisor stating the reasons for the request. The Executive Director, or his/her designee, shall approve the request if he/she determined that the day(s) are needed for necessary, personal business and are not being used to extend a vacation or holiday.

A minimum of forty-eight (48) hours advance notice to the supervisor is required except in cases of emergency, to be granted a personal day. Administrators are not required to indicate the detailed reason for personal day usage, except as noted above.

If there is an emergency situation and forty-eight (48) hours prior notice is not possible, the administrator must indicate that it is an emergency to his/her supervisor as soon as possible.

G. Religious Leave

Up to three (3) full days of absence will be permitted to any administrator each year for the purpose of observing religious holidays. These days will not accrue from one school year to another. Notice of forty-eight (48) hours to the supervisor must precede the use of a religious leave day.

H. Bereavement

In the event of a death in the immediate family, which includes father, mother, spouse or significant other living in the same household, brother, sister, children, grandchildren, grandparents, or in-laws (mother, father, brother, sister, daughter or son-in-law), up to three (3) consecutive days may be used.

Up to a total of the equivalent of three (3) days may be used each year to attend funerals of those not included in the immediate family.

If additional bereavement time is required due to unusual circumstances, the Human Resources Office must be contacted.

I. Unpaid Leave of Absence

1. The Board of Governors may grant administrators leaves for professional growth pursuant to Section D hereof upon the recommendation of the Executive Director. Administrators seeking to apply for professional

growth leave shall meet with the Executive Director or his designee to discuss the application process.

2. a. Leaves of absence without pay may be granted by the Board of Governors for a limited, definite and continuous period not to exceed one (1) year for the following reasons:
 - For health reasons, upon continued advice of a physician.
 - For other personal reasons subject to the review and recommendation of the Executive Director.
 - Extreme personal hardship, such as illness of wife, husband or significant other living in the same household, son, daughter, and/or legal dependents.
- b. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.
- c. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
- d. A person on leave shall re-enter at the same level as if he/she had not taken a leave of absence.
- e. The administrator shall, if he/she so desires, receive medical insurance benefits at group rates paid for by the administrator while he/she is on leave of absence without pay, subject to the terms of the carriers.
- f. Notice of return in writing must be given three (3) months prior to the requested date of return. Failure to give notice will be deemed a resignation.

J. Applicability of the Family and Medical Leave Act

The types of leave in this article covered under the Family Medical Leave Act (FMLA) shall run concurrently with FMLA leave. Notwithstanding any provision in this Article to the contrary, employees on such leave shall continue to receive health insurance benefits on the same basis as active employees for any such leave designated by ACES as FMLA leave.

ARTICLE V
HOLIDAYS AND VACATIONS

A. Holidays

Any full time, permanent administrator of ACES shall be granted time off with pay for the holidays listed below when such days fall on a working day so long as school is not in session:

Christmas Day	Presidents' Day
Indigenous Peoples' Day	Martin Luther King's Birthday
Independence Day	Memorial Day
Good Friday	New Year's Day
Juneteeth	Thanksgiving Day
Labor Day	Veteran's Day

Three additional days will be granted annually by the Executive Director or his/her designee and identified no later than July 1st of each fiscal year:

B. Vacations

Each administrator employed on a twelve (12) month basis who works more than twenty (20) hours per week on a regular basis shall be entitled to an annual paid vacation of twenty-five days per year. No vacations shall be taken while school is in session except with the approval of the Executive Director or his/her designee. Notwithstanding the foregoing, bargaining unit members may take vacation time during their summer school programs.

- C. In unusual circumstances, a full-time administrator may carry forward up to ten (10) days of vacation, said unused vacation to be taken in July or August following the school year in which the days accrued. In order to carry forward said days, the employee shall provide the Executive Director or his/her designee with written notice/request that he is unable to utilize all vacation time due to unusual circumstances which require the employee's presence on the job and prevent said employee from exhausting his yearly vacation allotment. Permission to carry over vacation days shall not be unreasonably withheld by the Executive Director or his/her designee. The employee shall not be entitled to any prior vacation carry-over in the last year of employment, i.e., in the last year of employment, the employee shall only be entitled to his/her regular vacation time.

ARTICLE VI
MISCELLANEOUS ADMINISTRATOR BENEFITS

- A. ACES shall reimburse administrators at a per mile rate for prior approved, work related utilization of their own vehicle. Said per mile rate for each fiscal year

shall be the IRS non-taxed reimbursement rate in force as of July 1 of that fiscal year.

- B. Administrators shall have the option of (1) receiving a monthly \$50 stipend for using their personal cell phone or (2) be provided with a work cell phone at least every four years.

ARTICLE VII
REDUCTION IN FORCE

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

Programs are defined as the distinct budget units as set each year by the Governing Board.

- B. For the purposes of the reduction in force procedure, certain terms are defined as follows:

Table 2-1: Definition of Personnel Classifications

Classification	Definition
Certified Professional Staff	Any Administrator staff member employed in a position requiring that certification.
Non-Certified Professional Staff	Any Administrator staff member holding a position not requiring certification.

- C. Seniority

The uninterrupted length of time an individual is employed by ACES in a certified classification or a noncertified classification (but not a combination thereof), less any leaves of absence which were approved by the Governing Board. Such time must be on a regular full-time basis excluding substitute work.

Any reduction in staff in ACES program(s) shall first be accomplished through normal attrition, including retirement or resignations, to the extent that notice of

such attrition has been given to the Board at the time that action on reductions is necessary. The lateral transfer (voluntary or involuntary) of staff members from one program to another, where appropriate, may also be used to minimize the impact of staff reductions. If involuntary staff reduction is necessary, not less than four (4) week's notice will be given to the employee concerned and the following process will be used:

D. Certified Professional Administrative Staff

Reduction in force procedures for certified administrators are as follows:

1. Within each program the following staff pools will be created:
 - a. All non-tenured administrators in the program in which the position is to be eliminated.
 - b. All tenured administrators in the program in which the position is to be eliminated.
 - c. In reducing staff in a program all non-tenured administrators in the program shall be removed before any tenured administrators within the program provided that the remaining administrators are qualified to do the work. The order of layoff within the program shall be by seniority within the respective staff pools (tenured and non-tenured) provided that under no circumstances shall this procedure operate to cause a promotion (i.e. assignment to a higher salary level). Subject to the foregoing, the staff member with the least seniority in the program shall be laid off first (except that a tenured administrator shall always bump a non-tenured administrator). In the event that two or more administrator(s) have equal seniority, the administrator(s) with the lower educational degree shall be released first. An administrator bumped from an administrator's position shall then be subject to the reduction in force procedures in the teachers collective bargaining agreement in accordance with law.
2. Programs under this section are designated by distinct budgetary units.
3. A certified staff member with more seniority, who has received a notice of reduction in force consideration for termination, may upon receipt of such notice, may be permitted to displace a less senior staff member in another program in ACES which position and which program is similar in the judgment of the Executive Director, which judgment shall be exercised reasonably, provided that such displacement shall not result in a promotion as defined above.

A certified staff member with more seniority, who would otherwise be transferred to a lower paying position within his/her assigned program may be permitted to displace a less senior staff member in the same position (e.g., principal position) in another program in ACES which program is similar in the judgment of the Executive Director, which judgment shall be exercised reasonably, provided that such displacement shall not result in a promotion as defined above.

In exercising his/her judgment under this Paragraph 3, the Executive Director shall ask the following questions:

- i. Is member certified for the new position?
 - ii. Is member more senior than the other member in that job classification?
 - iii. Is member more qualified than less senior member?
4. The Executive Director or his/her designee may have an override option to seniority, if these conditions exist:
- a. The override option will insure optimum staffing vis a vis student/program needs;
 - b. The junior staff member possesses unique characteristics for the program. The unique characteristics shall be defined by the Executive Director or his/her designee and stated in writing to the more senior administrator who has his/her seniority overridden;
 - c. To effectuate a seniority override, the Executive Director or his/her designee shall demonstrate that the staff member retained in a program is superior in his/her qualifications and such superior qualifications are communicated in writing to those having their seniority overridden;
 - d. The decision of the Executive Director or his/her designee to modify the strict application of seniority, shall be subject to the grievance procedure when a unit member is subject to transfer to a lower-paying position, and such decision shall be subject to review under Connecticut General Statutes §10-151 inclusive if the affected unit member is subject to contract termination;
 - e. The standard by which the decision of the Executive Director or his/her designee shall be judged in either grievance proceedings or in Section 10-151 proceedings is whether the decision to exercise the seniority override is reasonable. A decision that is reasonable shall be upheld.

E. Non-Certified Professional Administrative Staff

Within each program a staff pool will be created for each position eliminated.

The order of layoff will be by seniority within program. The staff member with the least seniority in the affected program shall be laid off first.

A staff member with more seniority, who has received a notice of reduction in force consideration for termination may, upon receipt of such notice, be permitted to displace a less senior staff member in another program in ACES which position and which program is similar in the judgment of the Executive Director, which judgment shall be exercised reasonably, provided that such displacement shall not result in a promotion as defined above.

In exercising his/her judgment under this Paragraph 3, the Executive Director shall ask the following questions:

- i. Does member have expertise and knowledge for the new position?
- ii. Is member more senior than the other member in that job classification?
- iii. Is member more qualified than less senior member?

Non-certified administrative positions (Program Directors and Assistant Directors) are currently as follows:

1. Behavior Services and Autism Programs, Director
2. Extension Therapy Services, Director
3. Extension Therapy Services, Assistant Director
4. Early Childhood Services, Director
5. Educational Technology Director
6. Maintenance and Operations, Director

F. Recall Procedure - Certified Administrators

1. Should an administrative position in ACES become available, the Executive Director shall offer the position to the individual on the recall list who was the most recently terminated subject to consideration of program and staff groupings as noted above and subject to an override option based on the criteria as noted above in the reduction in force procedure, provided that such position would not constitute a promotion as defined above.
2. A separated administrator shall remain on the recall list for one twelve-month period from date of removal from the administrator's unit.
3. The administrator must promptly notify ACES in writing of any change in address and telephone number.

4. All notices to and from staff are to be sent certified mail.
5. A recalled administrator must accept, in writing, the position within ten days from the date of mailing of the recall notice and must assume the position within ten days from the date of acceptance.

G. Recall Procedure - Non-Certified Administrators

1. Should an administrative position in ACES become available, the Executive Director or his/her designee shall offer the position to the individual on the recall list who was the most recently terminated subject to consideration of program and staff groupings as noted above.
2. A separated administrator shall remain on the recall list for one school year.
3. The administrator must promptly notify ACES in writing of any change in address and telephone number.
4. All notices to and from staff are to be sent certified mail.
5. A recalled administrator must accept, in writing, the position within ten days from the date of mailing of the recall notice and must assume the position within ten days from the date of acceptance.

H. An ACES Administrator displaced to a lower paying administrative position due to reduction in force shall not have his/her previous administrative salary reduced for one (1) year after the effective date of such displacement to compensate the administrator for the reduction to a lower paying administrative position. For one (1) year after the effective date of such displacement, an ACES Administrator displaced to a teaching position due to reduction in force shall receive the difference (on a per diem basis) between his/her previous administrative salary and his/her teaching salary as a severance benefit. In addition, subject to the agreement of the exclusive bargaining representative of the teachers' bargaining unit, the affected ACES Administrator shall be given opportunity to work the additional days in his/her previous work year above the teacher work year at his/her previous per diem salary for the year following displacement. Moreover, should a displaced administrator be recalled to an administrative position from a teaching position, he or she will receive credit for seniority purposes as well as credit on the administrators' salary schedule for step placement purposes for such time served in the teachers' bargaining unit.

I. ACES shall provide notice one (1) year prior to unilaterally reducing the annual work year or work day of the ACES Administrator. If ACES fails to provide such notice and thereafter unilaterally reduces the work year or work day of the

Administrator, the affected Administrator shall not have his/her annual salary reduced for one (1) year from the date of the reduction in the work year or work day. This provision shall not apply to (1) reductions in the work day or work year that are agreed to by the parties or (2) reductions in the work day or work year of vacant positions.

ARTICLE VIIIA TRANSFERS AND VACANCIES

- A. As has been the practice, the Executive Director or his/her designee shall make such assignments, reassignments and transfers of administrators as necessary to secure the highest efficiency of the entire staff. An ACES Administrator involuntarily transferred to a lower paying administrative position shall not have his/her previous administrative salary reduced for one (1) year after the effective date of such displacement to compensate the administrator for the reduction to a lower paying administrative position. This salary protection shall not apply to Administrators transferred for cause by ACES. Accordingly, an involuntary transfer of an administrator to a teaching position, except as part of a reduction in force, shall only be for cause in accordance with Article XII.
- B. VACANCIES
1. A list of all vacant administrative positions within ACES shall be available in the main office of each site during the regular school hours throughout the year.
 2. A vacancy occurs upon the creation of a new administrative position. A vacancy also occurs upon the death, retirement, resignation, or discharge of an employee when the position held by the employee is not eliminated. Before a vacant position is filled, the Executive Director or his/her designee may make all transfers permitted by this agreement among existing staff that he/she deems appropriate. The remaining position open after all transfers are made shall then be declared as the "vacancy."
 3. Whenever a "vacancy" in an administrative position is to be filled, the Executive Director or his/her designee will first post such vacancy in every school program for at least ten (10) calendar days prior to the filling of the vacancy, except that the Executive Director or his/her designee may fill the vacancy on a temporary basis immediately.
 4. An acting appointment to a vacant position shall, as a general rule, be effective no longer than six (6) months, but in no case longer than one (1) year, except that by mutual agreement between the Executive Director or his/her designee and the Association President, this time limit may be modified.

5. The Executive Director or his/her designee shall notify the President of all appointments involving individuals who would be new to the bargaining unit.
6. Initial compensation for new appointments to vacant positions. (a) When a vacancy occurs in an existing position, the Executive Director or his/her designee may initially establish the compensation for that position, notwithstanding the contract salary schedule. The Association shall have the right to request bargaining on the issue of compensation for the second year if position still exists should the salary differ from the contractual salary schedule; (b) when a vacancy occurs by reason of a newly created position, the Executive Director or his/her designee may initially establish the compensation for that position, notwithstanding the contract salary schedule. The Association shall have the right to request bargaining on the issue of compensation for the second year if the position still exists.

ARTICLE VIII
PROTECTION OF PROFESSIONAL ADMINISTRATIVE STAFF

A. Indemnification - Damage Suits

The Governing Board shall protect and save harmless any administrator employed by the Board from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in bodily injury to or death, of any person, or in accidental damage to or destruction of property, within or without school buildings, or other acts including, but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless or malicious, provided such administrator, at the time of the acts resulting in such injury, damage, or destruction, was acting in the discharge of his or her duties or within the scope of employment or under the direction of the Governing Board.

B. Indemnification - Criminal Charges

If criminal proceedings are brought against an administrator while acting in the scope of his employment, such administrator may request the Board to furnish legal counsel to defend him/her in such proceedings

C. Indemnification - Professional Administrative Staff Assaulted in the Line of Duty

The Governing Board of ACES shall protect and save harmless any administrators from financial loss and expense, including payment of expense reasonably incurred for medical or other service necessary as a result of an assault upon such employee while the employee was acting in the discharge of his or her duties, which expenses are not paid by the individual employee's insurance,

workers compensation, or any other source not involving an expenditure by the employee.

Any administrator absent from work as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive his or her full salary, while so absent, except that the amount of any worker's compensation award may be deducted from salary payments during such absence. The time of absence shall not be charged against such employee's sick leave, vacation time, or personal leave days.

- D. The provisions of this article reflect statutory obligations. These provisions are included in this agreement for informational purposes and as such they are not subject to the grievance procedure.

ARTICLE IX PAYMENTS TO ESTATE OF DECEASED EMPLOYEES

The estate of an individual employed by ACES at the time of his/her death shall receive termination pay in accordance with the following:

- Upon commencing four (4) years of service, but not more than ten (10), one month's salary.
- Upon commencing eleven (11) years of service, but not more than twenty (20), two month's salary.
- Upon commencing twenty-one (21) years of service, three (3) month's salary.

Payment will be made in accordance with normal payroll procedure. Any remaining accumulation of sick leave will be terminated on the date of the employee's death.

ARTICLE X GRIEVANCE PROCEDURE

A. Purpose

The purpose of this policy is to secure, at the lowest possible administrative level in the least amount of time, and with a positive atmosphere, equitable solutions to problems which may arise in the interpretation and application of this agreement or ACES policies involving mandatory subjects of bargaining.

B. Definition

1. "Grievance" shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific term or terms of this

contract to the detriment of the administrator or group of administrators. Grievance shall also mean a violation of ACES policies involving mandatory subjects of bargaining or a claim of failure to follow the established procedures of the ACES evaluation and support program. Such policy grievances may only proceed to the "ACES Board" or a committee thereof for final resolution and are not subject to the arbitration provision of this grievance procedure.

2. "Grievant" shall mean an individual administrator of ACES with a grievance. A grievant must personally participate in all activities concerning the grievance.
3. "Days" shall mean calendar days in which work is in session (exclusive of holidays and weekends) as determined by the approved ACES calendar for twelve-month employees.
4. Exclusions. The following matters are excluded from this grievance procedure.
 1. Any matter for which a specific review method is prescribed and expressly set forth by law.
 2. Any matter which is covered by rule or regulation of the State Board of Education or State Commissioner of Education.
 3. Any matter which according to law is beyond the scope of the ACES Governing Board Authority.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as maximum unless a written request is filed with and agreed to by the Executive Director or his/her designee.
2. A grievance must be filed within ten (10) days after the grievant knew or should have known of the act or conditions on which the grievance is based. Failure to do so will be considered a waiver of the grievance.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator or the Board of Governors to render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

5. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

D. Informal Procedure

1. The informal procedure is basically a face to face meeting with the grievant and the grievant's immediate supervisor. The informal procedure shall be instituted within ten (10) days allowed for the filing of a grievance.
2. If the problem is not resolved informally, the administrator may institute formal procedures by submitting the appropriate form to the immediate supervisor and sending a copy to the office of the Executive Director or his/her designee. It is important to note that this filing must be done within ten (10) days allowed for filing of a grievance.
3. If the grievance is brought to formal procedures, then conditions of the resolution arrived at through the informal procedure, notes of the informal procedures and any documentation or evidence presented are not binding. Further, any compromise solution or references to same cannot be introduced at the arbitration level.

E. Formal Procedures

1. Level One - immediate Supervisor
 - a. The grievant may file a written formal grievance with the immediate supervisor which shall specify the term or terms of the contract that the grievant believes has been breached and a proposed remedy.
 - b. The immediate supervisor may hold a meeting with the grievant prior to making a decision.
 - c. The immediate supervisor shall, within five (5) days of the written submission of the grievance, render his/her decision and reasons in writing to the grievant.
 - d. If the grievant's immediate supervisor is the Executive Director, the grievant may bypass Level One, filing his/her grievance directly with the Executive Director at Level Two.
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 receipt of the decision, file a grievance with the Executive Director.

- b. The Executive Director may meet with the grievant prior to making a decision.
 - c. The Executive Director shall, within ten (10) days after receipt of the grievance, render his/her decision in writing to the grievant.
3. Level Three - ACES Board of Governors
- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days after the receipt of their decision or ten (10) days after the meeting with the Executive Director, file a grievance with the ACES Board of Governors.
 - b. The ACES Board of Governors or a committee thereof shall, within twenty-five (25) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The ACES Board of Governors or a committee thereof 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 Administrators' Association and the grievant are not satisfied with the disposition of his/her grievance at Level Three, the Association may within ten (10) days after the decision of the Board of Governors, submit the grievance to arbitration by notifying the Executive Director of its intent to do so. If the Association and the Executive Director cannot mutually agree upon a single arbitrator to hear the grievance within three (3) days of the notice of intent to submit to arbitration, then the Association may submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.
 - b. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior hearings, and shall hold such further hearings, as he/she shall deem requisite.
 - c. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules except as they may be inconsistent with the terms of the Agreement. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from or modify the agreement. The decision of the arbitrator shall be submitted to the Board of Governors and the Association grievant and shall be final and binding.

- d. The costs of the services of the arbitrator shall be borne equally by ACES and the Association.

ARTICLE XI DISCIPLINARY TERMINATION

Disciplinary Termination of Non-Certified Administrators

Disciplinary terminations of non-certified administrators shall be subject to the grievance procedure. The decision of the Executive Director to terminate a non-certified administrator shall be judged by the standard of reasonableness, that is, a decision to terminate that is reasonable shall be upheld and a decision that is unreasonable shall be overturned.

Just Cause

No Administrator shall be reprimanded in writing, suspended without pay or demoted for disciplinary reasons without just cause. Terminations of certified Administrators are governed by the Teacher Tenure Act. Terminations of non-certified Administrators are governed by the provisions of Article XI above.

ARTICLE XII PERSONNEL FILES

1. No material, excluding ordinary business records, originating after the initial date of employment, shall be placed in any administrators personnel file unless the administrator has first had an opportunity to review the material. The administrator may submit a written explanation regarding any material, and the same shall be attached to the file copy of the material in question. If the administrator is asked to sign material to be placed in the administrator's file, such signature shall indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the administrator's agreement with the content of the material.
2. At the request of the administrator, the Executive Director or his/her designee may place material that s/he deems appropriate in the administrator's personnel file. Such appropriate material may include honors, certificates, or letters of commendation from reputable outside organizations.

ARTICLE XIII
SEPARATION PAYMENT

Administrators who give notice of retirement to ACES by September 1st for retirement that will take effect June 30th of the following calendar year, and who retire with a minimum of 150 accumulated sick days shall be eligible for the following benefit:

1. Upon retirement after fifteen (15) years of continuous service at ACES, employees shall be entitled to a one time payout of five thousand dollars (\$5,000).
2. Upon retirement after twenty (20) years of continuous service at ACES, employees shall be entitled to a one time payout of eight thousand dollars (\$8,000).
3. Upon retirement after twenty five (25) years of continuous service at ACES, employees shall be entitled to a one time payout of ten thousand dollars (\$10,000).

ARTICLE XIV
RETIREE INSURANCE

Employees retiring from ACES employment shall be eligible to continue health insurance benefits in accordance with the plan provided to active employees (as it may be changed from time to time) with the employee paying one hundred percent (100%) of the cost for such insurance to age 65. This provision will not be construed to provide less of a benefit than that guaranteed under Connecticut law.

Retirees may participate in this health insurance program at their own cost in accordance with Conn. Gen. Stat. § 10-183t (with no funding of the deductible from the Board of Governors). Retirees not eligible to participate in an HSA may participate in an HRA as described in Article III.

APPENDIX A
 AREA COOPERATIVE EDUCATIONAL SERVICES (ACES)
 ADMINISTRATORS SALARY SCHEDULES
 2022-2025

PRINCIPALS AND DIRECTORS

<u>STEP</u>	<u>2022-23</u>	<u>STEP</u>	<u>2023-24</u>	<u>STEP</u>	<u>2024-25</u>
1	152,826	1	156,647	1	160,563
2	154,637	2	158,503	2	162,466
3	156,955	3	160,879	3	164,901
4	166,214	4	170,369	4	174,628

ASSISTANT PRINCIPALS AND ASSISTANT DIRECTORS

<u>STEP</u>	<u>2022-23</u>	<u>STEP</u>	<u>2023-24</u>	<u>STEP</u>	<u>2024-25</u>
1	132,518	1	135,831	1	139,227
2	134,507	2	137,870	2	141,317
3	136,524	3	139,937	3	143,435
4	138,572	4	142,036	4	145,587
5	140,651	5	144,167	5	147,771
6	142,760	6	146,329	6	149,987
7	144,902	7	148,525	7	152,238
8	151,178	8	154,957	8	158,831

Advance one step in each year of contract except those on the top step

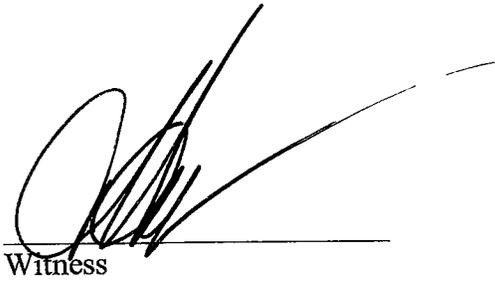
An administrator who has earned a Ph.D. or an Ed.D. degree will be eligible for a stipend of \$1,000.

Job Titles

The job titles in the Association include those listed below. The parties agree to develop a procedure that allows ACES and the Association to add/delete job titles as may be deemed necessary or desirable.

Director/Assistant Director
 Principal/Assistant Principal

CONTRACT SIGNATURE PAGE

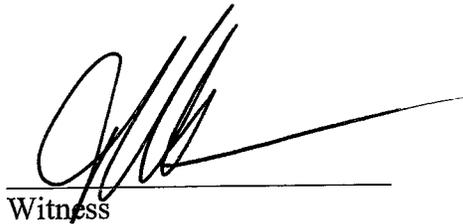


Witness

AREA COOPERATIVE
EDUCATIONAL SERVICES

By: Thomas M. Dandy

Date: 2/2/2022



Witness

AREA COOPERATIVE EDUCATIONAL
SERVICES ADMINISTRATORS'
ASSOCIATION

By: [Handwritten Signature]

Date: 2/2/2022

