

MEMORANDUM OF AGREEMENT

The Connecticut State Board of Education, hereinafter called the "Board" or the "Employer", and the State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFT Connecticut, AFL-CIO, hereinafter called the "Union," agree to the following provisions for employees of the Board who are represented by the Union, to conform to the parameters of the agreement between the State of Connecticut and the State Employee Bargaining Agent Coalition (SEBAC).

Job Security

From the date of ratification of this Agreement and through June 30, 2011, there shall be no loss of employment for any full-time bargaining unit employee hired prior to July 1, 2009, or any regularly scheduled part-time employee employed in the regular day school program, except as provided below and subject to the following conditions:

1. Protection from loss of employment is for permanent employees and does not apply to:
 - non-renewal of a non-tenured employee's contract during/at the conclusion of the first year of employment;
 - expiration of a temporary or durational appointment;
 - termination of grant or other outside funding specified for a particular position.
2. This protection from loss of employment does not prevent the Board from eliminating positions due to decline in enrollment, closing of a school or satellite, or elimination of a trade or course offering. In the event of such, the Board shall provide affected full-time employees with those rights as are set forth in Article 12 of the collective bargaining agreement for full-time employees, and shall provide part-time employees who have seniority under Article 11 of the supplemental agreement with those rights as are set forth in said article. Employees who are laid off and do not retain employment within the bargaining unit, shall be referred to the Placement and Training process of the SEBAC agreement for possible placement in another State position. An employee who is laid off either by the Board or as a result of the SEBAC Placement and Training process because of the refusal of an offered position will not be considered a layoff for purposes of this agreement.
3. The Board may give notices of layoff in order to accomplish any of the above, or for layoffs outside the July 1, 2009-June 30, 2011 biennium.

Furlough Days

In accordance with the SEBAC agreement, all employees shall take one unpaid furlough day in the current fiscal year, and three unpaid furlough days in each of the next two fiscal years for a total of seven furlough days. In recognition of the unique circumstances of the Aviation program, the instructors in that program will take no unpaid furlough day in the current fiscal year, four unpaid furlough days in 2009-10 and three unpaid furlough days in 2010-11 for a total of seven furlough days.

For instructors other than those in the Aviation program:

For the furlough day which the SEBAC agreement requires be taken prior to June 30, 2009, each employee shall forego one day's pay (defined as one-tenth of one biweekly for full-time employees and defined on a comparable prorated basis for part-time employees) in the biweekly pay period that includes May 15, 2009. In consideration for this loss of pay, these employees shall not be required to report for work on the second professional development day in June 2009.

For the three furlough days which the SEBAC agreement requires be taken in the 2009-2010 fiscal year, each employee shall forego three days' pay (defined as one-tenth of one biweekly for full-time employees and defined on a comparable prorated basis for part-time employees) in the biweekly pay periods that include August 25, 2009, November 1, 2009 and June 1, 2010. In consideration for this loss of pay, these employees shall not be required to report for work on August 25, 2009, the November 3, 2009 professional development day and the second professional development day in June 2010.

For the three furlough days which the SEBAC agreement requires be taken in the 2010-2011 fiscal year, each employee shall forego three days' pay (defined as one-tenth of one biweekly for full-time employees and defined on a comparable prorated basis for part-time employees) in the biweekly pay periods that include August 25, 2010, November 1, 2010 and June 1, 2011. In consideration for this loss of pay, these employees shall not be required to report for work on August 25, 2010, the November 2, 2010 professional development day and the second professional development day in June 2011.

For instructors in the Aviation program:

For the four furlough days to be taken in the 2009-2010 fiscal year, each employee shall forego four days' pay (defined as one-tenth of one biweekly for full-time employees and defined on a comparable prorated basis for part-time employees) – two in the biweekly pay period that includes August 25, 2009, and one each in the biweekly pay periods that include October 1, 2009 and November 1, 2009. In consideration for this loss of pay, these employees shall not be required to report for work on August 25 and 26, 2009, the October 2009

professional development day and the November 3, 2009 professional development day.

For the three furlough days which the SEBAC agreement requires be taken in the 2010-2011 fiscal year, each employee shall forego three days' pay (defined as one-tenth of one biweekly for full-time employees and defined on a comparable prorated basis for part-time employees) in the biweekly pay periods that include August 25, 2010, October 1, 2010 and November 1, 2010. In consideration for this loss of pay, these employees shall not be required to report for work on August 25, 2010, the October 2010 professional development day and the November 2, 2010 professional development day.

Furlough days shall be treated in the same manner as voluntary schedule reductions under Conn. Gen. State. § 5-248c.

Compensation

Article 3, Sections One and Nine of the parties' current collective bargaining agreement are hereby revised to read as follows:

Section One. Salaries for Full-Time Employees.

A. General Wage Increases

The salary schedules for full-time employees are set forth in Appendix A and reflect the following general wage increases:

- (a) Effective at the start of the pay period that includes September 1, 2007, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three and one quarter percent (3.25%).
- (b) Effective at the start of the pay period that includes September 1, 2008, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three and one quarter percent (3.25%).
- (c) There shall be no increase in the rates on the Salary Schedule for Full-Time Teachers (Appendix A) for the contract year 2009-2010.
- (d) Effective at the start of the pay period that includes September 1, 2010, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).
- (e) Effective at the start of the pay period that includes September 1,

2011, all rates on the Salary Schedule for Full Time Teachers (Appendix A) shall be increased by three percent (3.0%).

B. Compensation for Degrees

- (a) For the 2007-2008 contract year, there shall be funds equivalent to one-quarter of one percent (0.25%) of the base salary account for full-time teachers as of September 1, 2007, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.
- (b) For the 2008-2009 contract year, there shall be funds equivalent to one-half of one percent (0.50%) of the base salary account for full-time teachers as of September 1, 2008, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.
- (c) For the 2009-2010 contract year, there shall be funds equivalent to three-quarters of one percent (.75%) of the base salary account for full-time teachers as of September 1, 2009, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.
- (d) For the 2010-2011 contract year, there shall be funds equivalent to one percent (1.00%) of the base salary account for full-time teachers as of September 1, 2010, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.
- (d) For the 2011-2012 contract year, there shall be funds equivalent to one percent (1.00%) of the base salary account for full-time teachers as of September 1, 2011, to be used for the purpose of funding the Degree Scale payments as provided in Appendix G.

Section Nine. Annual Increments and Payments for Teachers at Maximum.

A. Annual Increments

A full-time employee who is employed in a permanent position will receive annual increments as follows, provided that, in the previous school year, the employee worked or was in pay status for at least one-half of the days in the work year as set forth in Article 6, Section One.

In years 2007-2008, 2008-2009, 2009-2010 and 2011-2012 of this 2007-2012 Agreement, teachers shall advance one step on the salary schedule, in accordance with previously established standards and procedures. There shall be no advancement in steps during the 2010-2011 contract year.

The provisions of this Section are subject to the maximum salary for the employee's salary group and the limitations of Section One of this Article.

New employees or employees returning from leave of absence without pay must work not fewer than ninety-three (93) school days in order to be eligible for the annual increment in the following school year.

B. Payments for Teachers at Maximum

- (a) For the 2007-2008 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of five hundred twenty-five dollars (\$525) payable the first pay period in January of 2008.
- (b) For the 2008-2009 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of seven hundred fifty (\$750) payable the first pay period in January of 2009.
- (c) For the 2009-2010 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of one thousand one hundred dollars (\$1,100) payable the first pay period in January of 2010.
- (d) There shall be no payments for teachers at maximum in the 2010-2011 contract year.
- (e) For the 2011-2012 contract year, all teachers who are at maximum and therefore not eligible for an annual increment shall receive a lump sum bonus in the amount of one thousand five hundred dollars (\$1,500) payable the first pay period in January of 2011.

The salary schedules set forth in Appendix A of the parties' current collective bargaining agreement shall be revised in accordance with the above.

Appendix B of the parties' current collective bargaining agreement shall be amended to provide that there is no increase in the Stipends for Supplemental Responsibilities in 2009-2010. The amounts previously stated for 2009-2010 shall be the amounts for 2010-2011 and the amounts previously stated for 2010-2011 shall be the amounts for 2011-2012.

Appendix D of the parties' current collective bargaining agreement shall be amended to provide that there is no increase in Hourly Rates in 2009-2010. The amounts previously stated for 2009-2010 shall be the amounts for 2010-2011 and the amounts previously

stated for 2010-2011 shall be the amounts for 2011-2012.

Appendix F of the parties' current collective bargaining agreement shall be amended to provide that there is no increase in the Daily Substitute Rate in 2009-2010. The amount previously stated for 2009-2011 shall be the amount for 2010-2012.

Professional Development

The funding provisions of Article 5, Section One (a) of the parties' current collective bargaining agreement shall be modified to provide as follows:

- (1) In the 2007-2008 school year, \$425,000.
- (2) In the 2008-2009 school year, \$450,000.
- (3) In the 2009-2010 school year, \$475,000.
- (4) In the 2010-2011 school year, \$500,000.
- (5) In the 2011-2012 school year, \$500,000.

Vacancies

Article 11, Section One shall be revised to add the following:

For 2009 only, the Union and the Board shall encourage all employees who intend to take advantage of the 2009 RIP to provide notice to their Principal at the earliest possible date.

For 2009 only, the first paragraph of Section One (a) shall be revised as follows:

- (a) When management decides to fill a newly created position or other vacancy, and such vacancy has not been filled by administrative transfer, the opening shall be posted on the school district's website for five (5) days. During the posting period, an interested instructor must indicate his/her interest in a posted vacancy within the five-day period, except that if the fifth day falls on a Saturday, Sunday or holiday, the instructor must indicate his/interest by the close of the first business day after the Saturday, Sunday or holiday.

For 2009 only, the date of May 15 in Article 11, Section One (a) of the parties' current collective bargaining agreement shall be extended to June 3.

Sick Leave Bank and Leave Donations

Effective at the start of the 2009-2010 school year, regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week shall be permitted to join the sick leave bank of Article 4, Section Four (i) of the collective bargaining agreement following the completion of the equivalent of three years of full-time service. Article 4, Section Four (i).

Effective with the 2009-2010 school year, regularly scheduled part-time employees who work seventeen and one-half (17.5) hours or more per week shall be permitted to donate personal leave hours for use by another member of the bargaining unit. The same guidelines shall apply to such donations as apply to full-time bargaining unit employees. Therefore, when donating leave the part-time employee must contribute seven (7) hours of personal leave.

Sabbatical Leave

Provided that there is a proposal that meets the criteria of Article 4, Section Seven, the Board shall grant at least one sabbatical leave in the 2011-2012 contract year.

SCOPE

The Board shall make every effort to have the Master Evaluation Committee complete consideration of whether the classification of Library/Media Specialist should be upgraded to Salary Grade VS 03. As provided in the SEBAC agreement, there shall be no retroactivity prior to July 1, 2011.

Use of E-Mail

The Board agrees to reconsider its policy concerning use of e-mail by Union officials for communications to/from bargaining unit employees in the event that the State Board of Labor Relations issues a decision in Case SPP-26,143 requiring changes in the policy or negotiation over changes in the policy. The Board will negotiate with the Union to the extent required by the Board decision. If there are to be statewide negotiations, the Board and the Union may opt to defer to those rather than have separate negotiations over this statewide issue.

Duration of Collective Bargaining Agreement

Article 35, Duration, of the collective bargaining agreement for full-time employees is hereby revised to read as follows:

This Agreement is effective on the first day of the 2007-2008 school year or legislative approval, whichever occurs later, and shall expire on the day prior to the start date of the 2012-2013 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2012.

Article 22, Duration, of the supplemental agreement is hereby revised to read as follows:

This Agreement is effective on the first day of the 2007-2008 school year or legislative approval, whichever occurs later, and shall expire on the day prior to the start date of the 2012-2013 school year.

The provisions of C.G.S. 5-270 et seq. and related regulations notwithstanding, the next window period shall be not earlier than August, 2012.

IN WITNESS WHEREOF, the parties have caused their names to be signed.

CONNECTICUT STATE BOARD OF
EDUCATION

STATE VOCATIONAL FEDERATON
OF TEACHERS, LOCAL 4200A,
AFT CONNECTICUT, AFL-CIO

By: _____
Dr. Mark K. McQuillan
Commissioner of Education

By: _____
Rick Tanasi
President

Date: _____

Date: _____