#### STIPULATED AGREEMENT

between

### STATE OF CONNECTICUT,

## CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM ("CTECS")

and

STATE VOCATIONAL FEDERATION OF TEACHERS, LOCAL 4200A ("SVFT")

and

# AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO, LOCAL 61 ("AFSA") regarding

ACTING ASSISTANT PRINCIPALS

WHEREAS, Pursuant to SBLR Decisions 1694 and 2332-A, SVFT is the collective bargaining representative for CTECS' instructors, department heads, librarians, counselors, and hourly, evening, substitute and part-time instructors;

WHEREAS, Pursuant to SBLR Decision 1676, AFSA is the collective bargaining representative for CTECS' principals and assistant principals;

WHEREAS, CTECS and SVFT are parties to a collective bargaining agreement ("SVFT CBA") that became effective on September 1, 2021 and expires on August 31, 2025;

WHEREAS, CTECS and AFSA are parties to a collective bargaining agreement ("AFSA CBA") that became effective on July 1, 2021 and expires on June 30, 2025;

WHEREAS, CTECS, SVFT and AFSA wish to establish a clear process for eligible SVFT members to be temporarily appointed to serve as an assistant principal ("Acting AP"), a position in the AFSA bargaining unit, when CTECS determines that such temporary appointment is in the best interests of the school system.

### NOW THEREFORE, the parties hereby agree to the following:

- Notice. During the first week of June (or more often at the discretion of management), CTECS'
  Superintendent or designee will provide notice of any anticipated temporary appointments to
  the position of Acting AP to all SVFT bargaining unit members. The notice will include eligibility
  criteria and method of communicating interest in any anticipated positions. CTECS will create
  and maintain a new list each year of eligible bargaining unit members who are interested in
  appointment as an Acting AP for the upcoming school year. CTECS' appointment of an Acting
  AP is not limited to this list.
- 2. Removal from SVFT. Any SVFT member appointed by CTECS to the position of Acting AP will be removed from the SVFT bargaining unit for the period of time that the member serves as an Acting AP. The consequences of being removed from the bargaining unit include, but are not limited to the following:
  - a. The Acting AP will not pay dues to SVFT;
  - b. The Acting AP will not accrue sick leave consistent with the SVFT CBA;
  - c. The Acting AP will not receive personal leave payout consistent with the SVFT CBA;
  - d. The Acting AP will not receive longevity consistent with the SVFT CBA;
  - e. The Acting AP will not receive degree stipend consistent with the SVFT CBA;
  - f. The Acting AP will not receive tuition reimbursement consistent with the SVFT CBA.
- 3. Reinstatement to SVFT. Acting APs will have the right to return to their original position in the SVFT bargaining unit when the temporary appointment ends. The member's position will be held for one year and extended by mutual agreement between the SVFT and CTECS. This provision shall not apply to an Acting AP who is dismissed as a disciplinary consequence

during the temporary appointment.

- 4. <u>SVFT Stipend Positions</u>. The Acting AP may not continue to serve in any SVFT stipend positions unless no bargaining unit member is available to assume the position. Such stipend positions will be given up for the duration of the school year regardless of whether the Acting AP returns to their instructor position during the year. The Acting AP is not eligible to apply for stipend positions of the SVFT CBA except to the extent that any other non-bargaining unit member may apply. When Acting APs complete their assignment and return to the SVFT bargaining unit as an instructor, they will be considered the incumbent for the SVFT stipend positions they held at the time they left to serve as an Acting AP.
- Membership in AFSA. Any SVFT member appointed by CTECS to the position of Acting AP will become a member of AFSA. Appointments to Acting AP shall be for at least three (3) months and may be renewed pursuant to Article 19 of the AFSA CBA.
- 6. <u>Salary of Acting AP</u>. Acting APs shall be placed on the AFSA salary schedule using the established practice of placing the Acting AP on the AFSA salary step that is nearest to 5% more than current SVFT base salary.
- 7. Evaluation of Instructors. Acting APs shall be required to participate in the evaluation of instructors regardless of whether they previously served as an instructor at the school where they are the Acting AP.
- 8. Evaluation of Acting AP. Acting APs are subject to the administrator evaluation process.
- 9. <u>Benefits for Acting AP</u>. Acting APs shall receive all of the benefits provided in the AFSA CBA with the following conditions:
  - a. Notwithstanding the terms and conditions of the AFSA CBA, vacation leave for Acting APs shall be accrued only on a monthly basis. In addition, an Acting AP who returns to their former teaching position may not retain any accrued vacation leave, nor will such leave be paid out. Instead, any accrued vacation leave shall be banked and made available if and when the employee becomes a member of AFSA again.
  - b. The rate of accrual of sick leave shall be according to the AFSA CBA and any accrued sick leave will be retained when an Acting AP returns to SVFT.
  - c. Any payout of unused personal leave shall be at the rate applicable to the union that the employee belongs to at the time of payment
  - d. Tuition reimbursement shall only be paid by the bargaining unit that the Acting AP belonged to when the tuition reimbursement was approved.
- 10. No Double Benefits. Individuals who have served as an Acting AP and been a member of both SVFT and AFSA shall not receive the same type of benefit (e.g., longevity, personal leave, degree stipend) from both collective bargaining agreements for the year during which the individual was an Acting AP.
- 11. Not Retroactive. This Agreement shall apply to any SVFT member currently serving as an

# Acting AP Stipulated Agreement

Acting AP as of the date of execution, but it shall not applied retroactively to these members except with regard to the accrual of vacation leave.

of SVFT Date

AFSA Da

For CTECS Date