The Connecticut State Colleges and Universities and Council 4 of the American Federation of State, County and Municipal Employees

LETTER OF AGREEMENT - Educational Opportunities at CT State Universities

In accordance with the Memorandum of Understanding first negotiated as part of 1994-1999 collective bargaining agreement between AFSCME Council 4 and the State of Connecticut, which remains incorporated and in full force and effect in the current collective bargaining agreement dated July 1, 2016, the Connecticut State Colleges and Universities ("CSCU") on behalf of its constituent CT State Universities and Council 4 of the American Federation of State, County, and Municipal Employees, AFL-CIO ("Union") hereby agree to the following:

- 1. A central value of the Connecticut State University System (CSUS) is the enhancement of educational opportunities and professional development for all persons, including employees of the CSCU, whenever practicable. In order to facilitate the educational advancement for employees, the CSCU has taken advantage of the opportunity to negotiate a tuition waiver benefit for certain members of the Administrative Clerical bargaining unit.
- 2. To be eligible for a waiver, a member of the Administrative Clerical bargaining unit must meet the following criteria:
 - a. Be a permanent employee at a university within CSUS or in the System Office of CSCU;
 - b. Hold a position that requires at least twenty (20) hours of work per week;
 - C. Be actively employed and not on leave at the time of the course;
 - d. Have an overall "Good" or better on the most recent service rating.
- 3. The waiver shall cover the cost of tuition exclusively. All attendant fee, including but not limited to application fee, program enrollment/registration fees, University General fee, State University fee, mandatory usage fees, lab fees, studio fees, student activity fee, and clinical program fees will NOT be waived. The waiver may be used exclusively on a space available basis, for up to two credit courses totaling a maximum of eight (8) credits per regular academic semester. Tuition waivers shall not be applied to summer session or inter-session course offerings and shall not apply to non-credit (credit-free) courses. Registration of a clerical staff member will not be considered when determining if a course shall be offered or canceled due to low enrollment.
- 4. Within the above parameters, a tuition waiver may be used for any on-ground, hybrid, or fully on-line credit course offered at any university within CSUS.
- 5. Space-available registration for eligible employees will be handled at the university where the course is to be taken in a manner similar to space-available registration for other employee groups with course privileges. The Union understands and agrees that, as these procedures may vary somewhat from university to university, each employee who desires to take advantage of the tuition waiver benefit is responsible to ascertain the space-available registration procedures that will apply at each university where the employee desires to take a course.
- 6. An employee who is eligible for more than one type of tuition waiver may use only one type of waiver benefit in a given semester. Moreover, an employee who benefits from a tuition waiver may not seek tuition reimbursement under the collective bargaining agreement for the same course(s) in the same semester.
- 7. A waiver may not be used for any course for which an employee has previously registered during the same semester as a paying student. A waiver may not be used for any course that the employee had previously registered for and withdrawn or failed.

- 8. In no case will an employee be allowed to take a course or courses that conflict with his/her regularly scheduled workday.
- 9. Decisions relating to the administration of this program are within the discretion of the CSCU or designees and shall not be subject to the grievance procedure.
- 10. This Agreement is effective July 1, 2016, and will sunset on June 30, 2021.
- 11. This agreement sets no precedent for future action. There is no obligation of either party to extend this agreement beyond the term noted in paragraph 10. Renewal and/or extension are subject to modification upon mutual agreement of the parties. Neither party will be obligated to provide a reason for not extending this agreement. The failure of one party to agree to extend such agreement is not arbitrable.

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