

TOWN COUNCIL
Town of Trumbull
CONNECTICUT
www.trumbull-ct.gov

TOWN HALL
Trumbull

TELEPHONE
(203) 452-5005



AGENDA No. 716

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE
- IV ROLL CALL
- V NEW BUSINESS

DATE: November 19, 2013
TIME: 8:00 P.M.
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a Special meeting Tuesday, November 19, 2013 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

1. RESOLUTION TC24-165: To consider and act upon a resolution which would reject funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Educators Association (TEA) beginning July 1, 2014 and ending June 30, 2017.

VI ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO
Carl A. Massaro, Jr., Chairman
Trumbull Town Council

RESOLUTION

1. RESOLUTION TC24-165: BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Educators Association (TEA) beginning July 1, 2014 and ending June 30, 2017 is hereby rejected.

**STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION**

In the Matter of)	Interest Arbitration Award
Trumbull Board of Education)	Under Section 10-153f
-and-)	Connecticut General Statutes
Trumbull Education Association)	October 21, 2013

STIPULATED ARBITRATION AWARD

Arbitration Panel:

Leslie A. Williamson, Jr., Esq., Chair, Representing the Interests of the Public
John M. Romanow, Esq., Representing the Interests of the Trumbull Board of
Education
Jeffrey Rosenberg, Esq., Representing the Interests of the Trumbull Education
Association

Appearances:

For: Trumbull Board of Education
Floyd J. Dugas, Esq.
Bercham, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460

For: Trumbull Education Association
Jim McAuley
UniServe Representative
Connecticut Education Association
799 Silver Lane
Trumbull, CT 06611

For: Town Fiscal Authority
John L. Ponzio
Treasurer
Town of Trumbull
5866 Main Street
Trumbull, CT 06611

I. The Proceedings

The Trumbull Board of Education (hereinafter Board) and the Trumbull Education Association (hereinafter Association) are parties to a Collective Bargaining Agreement covering the years July 1, 2011 to June 30, 2014.

Pursuant to the applicable provisions of Section 10-153a *et seq.* of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor Agreement. The parties were unable to resolve the disputed issues in either negotiations or mediation. Therefore, the matter was submitted to arbitration before this Arbitration Panel.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on September 10, 2013. This initial session was administrative in nature. Additional duly noticed arbitration hearings were held on September 23, 2013 and September 25, 2013. In accordance with statutory requirements, the hearings were held in the school district, at the Trumbull Board of Education, 6254 Main Street, Trumbull, Connecticut.

At the September 23, 2013 and September 25, 2013 hearings the parties were provided with a full opportunity to introduce evidence, examine and cross-examine witnesses and to make argument. At both hearings the Panel received considerable evidence and argument. During the course of the September 25, 2013 hearing the parties engaged in extended discussion after which they notified the Arbitration Panel that they had reached agreement on all outstanding issues. A September 29, 2013 hearing date was cancelled but the hearing remained open until October 5, 2013. Subsequent to the September 25, 2013 hearing, the parties jointly filed their stipulations with the Panel.

Section 10-153f(c)(4) states, in pertinent part, "At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept." Based upon this statutory directive, the Arbitration Panel accepts the parties' jointly filed stipulations and issues this Stipulated Award.

II. Stipulated Award

AGREEMENT

BETWEEN

TRUMBULL BOARD OF EDUCATION

AND

TRUMBULL EDUCATION ASSOCIATION

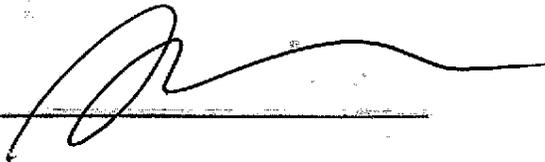
EFFECTIVE JULY 1, 2014 - JUNE 30, 2017

AGREED UPON LANGUAGE

TRUMBULL BOARD OF EDUCATION

TRUMBULL EDUCATION
ASSOCIATION

By



By

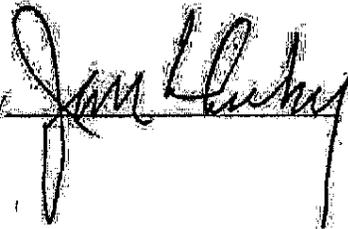


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P R E A M B L E

This AGREEMENT is made and entered into this ____ day of October, 2013 by and between the TRUMBULL BOARD OF EDUCATION (hereinafter called the "Board") and the TRUMBULL EDUCATION ASSOCIATION (hereinafter called the "Association"), affiliated with the CONNECTICUT EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION.

ARTICLE I
PURPOSE
SECTION 1

The Agreement is negotiated pursuant to the relevant provisions of Section 10-153 of the Connecticut General Statutes, as amended, in order:

1.1 To fix for its terms the salaries, hours and other conditions of employment provided herein, and

1.2 To encourage and abet effective and harmonious working relationships between the Board and the Association and the professional staff in order that the cause of public education may be best served in Trumbull.

SECTION 2

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board acting by itself or through the Superintendent of Schools or his/her designee.

SECTION 3

The Board agrees that it will not unilaterally change the Board policies without prior discussion with the appropriate committee of the Association, or person representing the Association.

ARTICLE II
RECOGNITION

SECTION 1

Pursuant to the Certification of Results of an Election which took place on December 1, 1965 under the auspices of the American Arbitration Association and in accordance with the provisions of Public Act No. 298 of the 1965 Connecticut General Assembly, Connecticut General Statutes Section 10-153b, (1965 as amended), the Board recognizes the Association as the exclusive representative of the certified professional employees of the Board (including, subject to the limitations set forth in Section 3 hereof, those certified employees with employment contracts of fixed duration of not less than a full normal work year) who are employed by the Board in a position requiring a teaching certificate; excluding the Superintendent of Schools, the Assistant Superintendents of Schools, temporary substitutes, certified professional employees who act for the Board in negotiations with certified professional personnel, employees directly responsible to the Board for personnel relations or budget preparation or both, all non-certified employees of the Board and all certified professional employees of the Board who are employed by the Board in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof.

SECTION 2

The term "Teacher(s)" as used in this Agreement shall be defined as referring only to those certified professional employees of the Board who are included in the unit represented by

the Association, as described in Section 1 above, who are not Long Term Replacements as defined in Section 3 hereof.

SECTION 3

Certified employees of the Board with employment contracts of one normal work year or less who are assigned to positions requiring a teaching certificate shall hereinafter be referred to as Long Term Replacements and, notwithstanding any other provision of this Agreement, shall only be included within the Teachers' bargaining unit for purposes of being covered by the following provisions of this Agreement and shall not be covered by any other provision of this Agreement:

- a. Group Health Insurance
- b. Sick Leave
- c. Serious Illness or Death in Family Leave
- d. Personal Business Leave
- e. Jury Duty Leave
- f. Membership Dues/Service Fees

ARTICLE III **NEGOTIATIONS**

This Agreement shall remain in effect during its term and shall not be modified, except as the result of negotiations over proposed modifications which negotiations are consented to by both the Board and the Association. Additionally, any modification of this Agreement must be reduced to writing in the form of an Addendum and signed by the authorized representatives of the parties. Either party shall acknowledge receipt of a request to open negotiations in writing within five (5) working days thereafter. The Board and the Association shall arrange for a mutually satisfactory time and place to discuss such proposal within fifteen (15) days after the receipt of the proposal unless an extension of time is mutually agreed upon.

ARTICLE IV **GRIEVANCE PROCEDURE**

SECTION 1 Definitions

(a) A "Grievance" is hereby defined as any written complaint by a Teacher or a group of Teachers alleging that a specific provision of this Agreement has been misapplied or violated by the Board or by an Administrator acting within the scope of his or her authority.

(b) A "Grievant" is hereby defined as a Teacher or group of Teachers filing a Grievance.

(c) "Day(s)" shall, during the Grievant's normal work year, be defined as normal work days, and, during the period outside the Grievant's normal work year (for example, July and August), be defined as calendar days, excluding Saturdays, Sundays and holidays recognized by Board.

SECTION 2 Purpose

The purpose of this procedure is to establish an exclusive method for the processing of Grievances arising during the term of this Agreement as an alternative to employing the tactic of self-help. The proceedings shall be conducted as informally and confidentially as possible.

SECTION 3 Procedure

LEVEL 1 Principal or Immediate Supervisor

The Grievant shall have no more than fifteen (15) consecutive days following the day of the event giving rise to the Grievance within which to submit the Grievance to his or her Principal or, if the Grievant's Immediate Supervisor is not a Principal, to his or her Immediate Supervisor. The Grievant's Principal or Immediate Supervisor shall have no more than ten (10) consecutive days following his or her receipt of the Grievance either to meet with the Grievant to discuss the Grievance or to answer the Grievance or both. If the Grievant is not satisfied with the disposition of the Grievance at Level 1, or if the Principal or Immediate Supervisor does not answer the Grievance within the period specified herein, Grievant may proceed to Level 2, provided Grievant complies fully with the terms and conditions set forth at Level 2. Any resolution of the Grievance at Level 1 will be subject to rejection by the Superintendent and will not be used as precedent or evidence in any other dispute between the Board and a Teacher, group of Teachers, or the Association. If the Superintendent rejects a Grievance resolution reached at Level 1, the Grievant may process the Grievance to Level 2, even if, at the time of the Superintendent's rejection, the time limits for processing a Grievance to Level 2 have expired. In such event, the time limits for processing such a Grievance to Level 2 will begin to run from the date of the Superintendent's rejection.

LEVEL 2 Superintendent

The Grievant shall have no more than five (5) consecutive days following the expiration of the period for the Level 1 response to submit the Grievance to the Superintendent at Level 2. The Superintendent or the Superintendent's designee shall have no more than five (5) consecutive days following the Superintendent's receipt of the Grievance within which to meet with the Grievant or to answer the Grievance or both.

LEVEL 3 Board of Education

If the grievant and/or the Association is not satisfied with the Superintendent's (or his/her designee's) decision, he or she may, within five (5) days after the decision, submit the grievance for appeal with the Board. The Board shall, no later than its next scheduled meeting, meet with the grievant and any representative of the Association for the purpose of hearing the grievance and making a determination in the matter. The Board shall render its decision with the reasons, therefore, in writing to the aggrieved person, with copies to the Association, within five (5) days after such meeting.

Level 4 Arbitration

If the Grievant is not satisfied with the disposition of the Grievance at Level 3, the Grievant may submit a written request to the Association, with a copy transmitted simultaneously to the Superintendent, to submit the Grievance to Arbitration. The Association

may, upon receipt of such request, submit the Grievance to Arbitration, but, if it elects to do so, it must comply fully with the terms and conditions set forth in Level 4.

The Association shall have no more than ten (10) consecutive days following the expiration of the period for the Level 3 response within which to submit the Grievance to Arbitration. The submission to Arbitration must be made as set forth below and will be subject to the following terms and conditions:

1. The submission must be in writing and mailed, by certified mail, return receipt requested, to the American Arbitration Association or the American Dispute Resolution Center in Hartford within the ten (10) day submission period set forth herein. A copy of the submission must be provided simultaneously to the Superintendent.

2. The Arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association or the American Dispute Resolution Center, which shall also govern the conduct of the Hearing.

3. The Grievance, to be arbitrable, must be the same Grievance submitted to the Superintendent at Level 2 and must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement, and it will not be arbitrable if it claims a right, benefit, or obligation not expressly set forth in this Agreement.

4. The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, either the Board or an Administrator acting within the scope of his or her authority, or both, violated a specific provision expressed in this Agreement. The Arbitrator will not have any authority or power to add to, delete from, expand or modify in any way any provision expressed in this Agreement.

5. The cost of the first four (4) arbitrations in any given 12 month period beginning July 1 and ending June 30 of the following year will be shared equally by both parties. The cost for any further arbitrations in that same year will be borne by the non-prevailing party.

6. The Arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Association from attempting to modify, vacate, or enforce the award in Court.

7. The Arbitration Hearing shall be held in private.

SECTION 4 Representation

a) At any Level 1 discussion with Grievant's Principal or Immediate Supervisor, Grievant may be represented by Grievant's Local Association Representative. The Principal or Immediate Supervisor may be represented or accompanied by any administrator(s)/supervisor(s) of his or her choice.

b) At any Level 2 or Level 3 discussion with the Superintendent, the Superintendent's designee, or the Board, Grievant may be represented by any Association Representative and/or a Representative of the CEA. The Superintendent, and/or his or her designee, or the Board may be accompanied or represented by any person or persons of their choice.

c) At no time shall Grievant be accompanied by more than three (3) representatives at any Level of the Grievance Procedure.

d) The Association may file a Grievance on behalf of a Teacher or group of Teachers, and, in such event (i) the Association shall be the "Grievant" and (ii) the Association shall submit such Grievance directly to the Superintendent at Level 2. Thereafter the Grievance shall be processed in accordance with the procedures set forth herein.

SECTION 5 Time Limits

Any Grievance not initiated or appealed to the next Level of the Grievance Procedure in accordance with the time limits specified herein shall be deemed waived by the Grievant. Failure on the part of the Administration to meet or communicate an answer to the Grievant at any Level of the Grievance Procedure shall permit the Grievant to proceed to the next Level in accordance with the procedures set forth herein. The time limits specified herein may be extended only by written agreement between the Grievant or Grievant's Association Representative and the Administrator at the Level at which the Grievance is pending.

SECTION 6 Grievance Forms

Grievances shall be filed and processed on Grievance forms agreed to by the Association and the Superintendent or his or her Designee.

ARTICLE V **SALARIES**

SECTION 1

a) Salary rates payable to Teachers during the term of this Agreement shall be set forth on the schedules contained on Appendices A-1, A-2, and A-3, attached hereto.

b) The salaries set forth on Appendix A constitute remuneration for all work performed by Teachers during their respective normal work years for which no extra compensation is specifically provided for elsewhere in this Agreement, whether such work is performed during the regular school day or the regular work day or at other times. Such salaries are referred to in this Agreement as the Teachers' "regular pay", respectively.

SECTION 2

Any Teacher performing work during the summer, outside his or her normal work year, involved in work experience and job-related activities except as otherwise provided shall be paid in accordance with the following schedules for each full normal work week he or she performs such work as assigned. Pay for such work less than a normal workweek will be prorated on the basis of time worked that week.

a. For Classroom instruction:

Effective July 1, 2013: \$765 per week for a 20 hour work week; for contract years 2014-2017, the prior year's rate shall be increased by an amount equal to the general wage increase for the corresponding year.

b. For Curriculum writing/all other:

Effective July 1, 2013: \$29.56 per hour; for contract years 2014-2017, the prior year's rate shall be increased by an amount equal to the general wage increase for the corresponding year.

c. Professional Learning – Teacher Trainers:

Preparation for professional learning workshops which occur outside of the regular work day shall be compensated at the rate of \$100 per hour per person. However, the maximum total cost for preparation may not exceed \$200 regardless of the number of preparers.

Presentation of professional learning workshops shall be compensated at the rate of \$100 per hour per person. However, the maximum total cost for presentation may not exceed \$400 regardless of the number of presenters.

SECTION 3

If the Board changes the length of the regular school day, the Board and the Association shall, at the written request of either of them, each have a duty to bargain with respect to whether the regular pay for the Teachers directly affected by such change shall be adjusted as a result, and, if so, by what amount. Such bargaining shall be conducted pursuant to and shall be subject to the Teacher Bargaining Act. The Board reserves the right to rescind, within 30 days after receipt of an Award rendered by an Arbitrator or Arbitration Panel convened under the Teacher Bargaining Act in connection with such bargaining, the change or proposed change in the length of the regular school day and, if the Board rescinds the change or proposed change, such Award shall thereby be rendered void and unenforceable.

SECTION 4

Teachers shall be placed on the appropriate step of the salary schedule by the Superintendent, with the following considerations:

4.1 Degree status as defined in Section 5 below.

4.2 Previous teaching experience gained in public, private and military dependency schools after having acquired a teaching certificate in Connecticut or the equivalent in another State, provided that credit for a full step on the salary schedule need not be accorded to any Teacher who was not actively engaged in teaching continuously for more than one-half (1/2) of the work year for which credit is sought. Intermittent or short-term substitute service need not be credited as previous teaching experience.

4.3 Credit for military service will be given up to two (2) years for service in the armed forces providing the Teacher has been honorably discharged and has had at least three (3) years' teaching experience when entering the Trumbull Public School System or when he/she gains tenure in the Trumbull School System. Teachers whose services in the Trumbull Public Schools are interrupted by military service will be granted a leave of absence to carry out their military obligations and will receive credit on the salary schedule up to a maximum of two (2) years.

SECTION 5

The degrees set forth on Appendices A-1, A-2, A-3, and A-4 and referred to in this Agreement are defined as follows:

5.1 Bachelor: A Baccalaureate Degree earned at a college or university accredited in accordance with regulations established by the Connecticut State Department of Education.

5.2 Master: A Master's Degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the Baccalaureate Degree in a planned program approved by an accredited college or university and approved by the Board.

5.3 (a) "Sixth Year": shall be defined as certification earned through successful completion by a Teacher with a Masters Degree of a planned program, at an accredited college or university, consisting of thirty (30) credits beyond such Masters Degree, at least eighteen (18) of which are in subject or content type courses in one of the following areas and are either directly related to the Teacher's current regular assignment or, if not so related, are approved in writing in advance by the Superintendent:

For Elementary Teachers

For Secondary Teachers

a. Language Arts (English Literature or Reading)	a. English or Reading
b. Science (physical and natural)	b. Science
c. Social Sciences	c. Social Studies
d. Fine Arts	d. Mathematics
e. Mathematics	e. Foreign Languages
f. Foreign Languages	f. Fine Arts
g. Library Science/ Media Specialist	g. Guidance
h. Special Education	h. Library Science/Media Specialist
i. Physical Education and/or Health Sciences	i. Special Education
j. Computer Education	j. Physical Education and/or Health Science
k. Technology	k. Industrial Arts/Home Economics
l. Administration	l. Vocational-Agriculture
m. Gifted and Talented	m. Business Education
	n. Computer Education
	o. Technology
	p. Administration
	q. Gifted and Talented

(b) Teachers who complete a Master's Degree consisting of at least sixty (60) credits also shall be considered to have attained Sixth Year status.

(c) This provision shall not be construed to remove Teachers from the Sixth Year Schedule who (i) are on the Sixth Year Schedule as of June 30, 1989 by virtue of having earned their Sixth Year Certificate in Supervision and/or Administration, or (ii) are, as of June 30, 1989, enrolled in a planned program leading to a Sixth Year Certificate in supervision and/or Administration and cannot change their program so as to earn a Sixth Year Certificate in a

subject area directly related to their assignment in Trumbull without losing credit for courses already taken.

5.4 Sixth Year Plus Fifteen Credits: Sixth Year Plus Fifteen Credits shall be defined as a Sixth Year Certificate (or a 60 credit masters) earned in the Teacher's area of assignment as provided in Section 5.4 hereof plus fifteen (15) additional graduate credits earned after the aforementioned Sixth Year Certificate is granted and earned in subject or content type courses directly related to the Teacher's area of assignment or, if not so related, are approved in advance in writing by the Superintendent.

5.5 Doctorate: (a) A doctorate degree earned at an accredited college or university in an area of study set forth in Section 5.4 above, and directly related to the Teacher's current regular assignment or, if not so related, approved in writing in advance by the Superintendent. (b) This provision shall not be construed to remove Teachers from the Doctorate schedule who (i) are on the Doctorate schedule as of June 30, 1989 or, (ii) are, as of June 30, 1989, enrolled in a planned program leading to a Doctorate Degree that does not meet the requirements of paragraph (a) hereof and cannot change their program so as to earn a Doctorate Degree in a subject area directly related to their assignment in Trumbull without losing credit for courses already taken.

SECTION 6

The Board and the Association will expect Teachers to adhere strictly to their individual contracts and salary agreements, except for good cause shown. Any Teacher wishing to resign his or her position must give to the Board at least thirty (30) calendar days' written notice of his or her intention to resign.

SECTION 7

Increments are not automatic. They are awarded on the basis of satisfactory service as determined by the Board. When an increment is to be withheld, a statement of reasons is to be given to the Teacher involved and the Teacher shall have the right to meet with the Board. For those eligible for step advancement, movement shall occur according to the following schedule:

- .50 FTE or greater - every year
- .49 FTE to .01 - every other year

SECTION 8

Teachers will be given the option of choosing a twenty-one (21) or twenty-six (26) paycheck schedule. If a twenty-six (26) paycheck schedule is elected, a twenty-second check will be issued as a balloon payment which includes payments twenty-two through twenty-six (26) or receiving payments twenty-two through twenty-six (26) as individual checks paid every two weeks during the summer. All payments shall be made via direct deposit. The election as between the two options shall remain in place unless the teacher notifies the Board in writing prior to the start of the school year that he/she wishes to change the option in place for the next school year.

SECTION 9 Conference and Workshop Expenses

The Board shall reimburse Teachers for the cost of conference and workshop expenses that are incurred in the pursuit of Professional Growth Activities, provided, however, such cost and expenses shall not be reimbursed unless they have previously been identified and agreed to between the Teacher and his/her supervisor and with the approval of the Superintendent.

SECTION 10 Staff Development

The Board will provide seven thousand five hundred dollars (\$7,500) per year to the Staff Development Program.

ARTICLE VI **PAYROLL DEDUCTIONS**

SECTION 1 Membership Dues/Service Fees

1.1 Conditions

All Teachers employed by the Board shall, as a condition of continued employment, join the Association or pay to the Association a service fee not greater in amount than that portion of membership dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration and Grievance adjustment.

1.2 Membership Dues

All Teachers who elect to join the Association shall pay in cash or sign and deliver to the Board and the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the TEA, the CEA and the NEA. The Board agrees to deduct such dues from the salaries of each of its Teachers who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such Teacher shall revoke such authorization in writing submitted to the Board and the Association in the month of August of any year. If said notice is timely received, the dues for the ensuing work year(s) will not be deducted from the Teacher's salary by the Board, and the Teacher revoking such authorization shall be subject to the service fee requirements set forth in Section 1.3 hereof.

1.3 Service Fee

For those Teachers who have not joined the Association and delivered said authorization card by October first of the first year of this Agreement, and for those Teachers who have revoked their authorization pursuant to Section 1.2 hereof, the Board agrees to deduct from their salaries through payroll deductions a service fee in an amount not greater than that portion of dues uniformly required of members of the Association which represents the costs of collective bargaining, contract administration, and Grievance adjustment.

1.4 Indemnification

The Association agrees to defend, indemnify and hold harmless the Board against any and all expenses, liability suits or claims which arise under this Article and/or from the Board's

action in compliance with the provisions of this Article, including but not limited to any or all expenses involved in the termination of a Teacher pursuant to this Article.

SECTION 2 Other Deductions

The Board agrees to deduct from the salaries of each of its Teachers who submits to the Board written authorization to do so, monies for one or any number of the following:

- 2.1 Group insurance premiums provided for under Article VII, of this Agreement
- 2.2 Tax sheltered annuity plans approved by the Board
- 2.3 United Way
- 2.4 Waterbury Teachers Credit Union
- 2.5 Connecticut Teacher Retirement Fund
- 2.6 Trumbull Municipal Employees Credit Union
- 2.7 The Board will offer a direct deposit plan to Teacher's bank of choice.

ARTICLE VII
GROUP INSURANCE

SECTION 1 Group Insurance

1.1 As used in this Agreement, the term "group insurance" shall include the following coverage, or the equivalent provided by another carrier selected by the Board:

1.2

Primary care co-payment	\$30
Physician / Specialist	\$40
In-patient hospital	\$250 – 7/1/14; \$300 – 7/1/15; \$350 – 7/1/15
Emergency room	\$150
Urgent care	\$75
Outpatient	\$150
High cost diagnostic	\$75 MRI/CAT, \$100 PET, capped at \$375/\$400 respectively per person per year
Physical Therapy, OT, etc.	\$25
Rx – retail	\$10/\$30/\$40
Rx – mail order	2 times retail co-pays
Rx – mail order deductible	None
Out of network deductible	\$500/\$1,000/\$1,500
Out of network OOP max	\$2,000/\$4,000/\$6,000
Out of network co-insurance	30%

1.2.1 The co-pay for the Board's dental plan administered by Delta Dental (Appendix E) or its equivalent will be in effect July 1, 2011.

1.2.2 Group term life insurance coverage in the amount of \$50,000 for each eligible full-time Teacher.

1.3 Participation in the group insurance plans described in this Article shall be voluntary. Teachers who do not signify their desire to participate in said plans on forms provided by the Board shall not be eligible for benefits under said plans.

1.3.1 As long as the employee medical plan is fully pooled and/or community rated, a Teacher can waive his/her medical insurance coverage if he/she submits a written statement to that effect prior to July 1, of any given year; if waived, a Teacher will be given \$5,000 in lieu of family medical coverage; \$3,500 in lieu of two person medical coverage; \$2,400 in lieu of single coverage. Payment to those employees waiving one's health insurance coverage shall be made in two (2) equal installments, October and February.

Notwithstanding the foregoing, effective with the 2014-15 contract year, the above amounts shall be reduced in half, i.e. \$2,500, \$1,750 and \$1,200; and reduced to \$1,250, \$875 and \$600 for 2015-16; and the waiver payment shall be eliminated beginning with the 2016-17 contract year.

1.3.2 If a Teacher decides to participate in this program, he/she cannot change his/her coverage during that particular school year and re-enter the Board adopted insurance program. (The only exceptions to this rule are: if an individual's spouse were to pass away leaving the employee without coverage; if a divorce/separation were to occur; or if a spouse were to lose a job.)

1.4 Effective July 1, 2014, a 18.5% employee co-pay contribution for the group health plan cost for the plan described above, based upon the level of coverage selected (single, two person, family) will be implemented.

Effective July 1, 2015, a 19.5% employee co-pay contribution of the group health plan, for the plan described above based upon the level of coverage selected (single, two person or family), will be implemented.

Effective July 1, 2016, a 20.5% employee co-pay contribution of the group health plan, for the plan described above based upon the level of coverage selected (single, two person or family), will be implemented.

For the above, "cost" shall be defined as the allocation rate published by the insurance administrator.

1.5 Eligibility for and the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this Article shall be determined by the terms of the particular policies. Disputes concerning eligibility for or the amount of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.

1.6 The Board shall notify a Teacher of any change in said Teacher's insurance coverage, or status when the Board receives such notice from the insurance carrier as the case may be. Teachers shall promptly notify the Board of any change in their personal status which has an effect upon their status or coverage under the insurance plans provided by the Board pursuant to this article.

1.7 In the event the Board decides to change carriers during the term of this Agreement or to self-insure in whole or in part, the Board will provide the same coverage described above or

their equivalent and will give the Association notice of its decision at least thirty (30) days in advance of its implementation.

1.8 Retirees and their eligible dependents shall be able to continue participation in the district's medical plan unless eligible for Medicare. Teachers electing to continue in the district's plan must pay the full cost of the plan and make arrangements with the Business Office to schedule quarterly payments.

SECTION 2

The Trumbull Board of Education shall make available on an optional basis at no cost to Teachers a Section 125 Flexible Spending Account for Health Insurance (IRC Sections 105 and 106) and for Dependent Care Assistance (IRC Section 129).

ARTICLE VIII **LEAVES**

SECTION 1 Sick Leave

1.1 Each Teacher shall be credited with fifteen (15) sick leave days in each normal work year and shall accumulate unused sick leave days from year to year up to a maximum of one hundred and ninety (190) sick leave days.

1.2 As used in this Agreement, the term "sick leave day" means a day on which the Teacher is permitted to be absent from work without loss of regular pay because of his/her bona fide illness or medical disability.

1.3 Absences which the Board feels it has reason to believe are not due to bona fide illness or medical disability, such as where the absences are frequent or continuous or demonstrate a pattern, and the absent Teacher makes a claim for a sick leave day or sick leave days for said period of absence, the Board shall retain the right to verify the reason for the absence, including but not limited to, requiring the Teacher to submit a doctor's certificate. In addition, a teacher shall be required to present a doctor's note on the sixth day, after any absence of five (5) or more consecutive days. Where the Board requires the Teacher to obtain a doctor's certificate under these circumstances and the Teacher has not consulted a physician in connection with the alleged illness or disability giving rise to the absence, the Board shall bear the cost of the doctor's charge for the examination, but under no circumstances shall the Teacher be required to submit to a physical examination by a doctor other than one his or her own choice.

1.4 If the medical disability that is the cause for the Teacher's absence is compensable under the Worker's Compensation laws of the State of Connecticut, the Teacher may after the fifth workday missed apply his or her unused sick leave days to each day of such absence on a pro rata basis to make up the difference between the per diem he or she receives as Worker's Compensation payments and his or her regular daily pay as a Teacher, if any, calculated as of his or her last day worked, up to a maximum of twelve (12) months.

1.5 In any case of absence for which a Teacher applies for sick leave disability benefits the Teacher shall, at the request of the Superintendent or his/her designee (hereinafter referred to as the Superintendent), supply the Superintendent with his/her physician's statement attesting to the nature of the disability and the expected length of the period of disability. Such statement

shall be in addition to the notice required pursuant to paragraph 1.8 below and shall be submitted to the superintendent as soon as possible in relation to the beginning of the period of disability and shall be based upon a physical examination of the Teacher by his/her physician at a time not remote from the beginning of the period of disability.

1.6 The Superintendent or his/her designee shall have the right to verify the nature and length of the disability, including but not limited to the appointment of a physician of its own choosing to investigate the matter. The Teacher applying for sick leave benefits shall cooperate with the Board in making such verification, including but not limited to allowing the physician appointed by the Board and competent in the medical area, to consult with the Teacher's own physician and to review whatever records, documents, charts, notes, data or other material that exist relative to the Teacher's illness or medical disability, but under no circumstances shall the Teacher be required to submit to a physical examination by a doctor other than one of his/her choice.

1.7 Teachers hired before June 30, 2007, who at the time of retirement are at least age 55 and have at least 15 years of service in Trumbull Public Schools, shall be paid for accumulated unused sick days in excess of 150. Payment shall be made at the teachers per diem rate, provided however, a teacher receiving a salary equal to or exceeding the MA Maximum in the year of retirement shall be paid at a rate of \$500/day not to exceed \$20,000.

Notwithstanding the above, any payment due a teacher for unused sick pay shall be placed in one of the following two options, the selection of which shall be determined by the Board:

- a. a post-retirement medical expense Trust; or
- b. a 403(b) plan

The foregoing payments shall be paid out in four (4) equal annual payments.

Teachers who announce their retirement effective, prior to November 1 of their retirement year, retire effective June 30, and who enter their final year with 190 days of accumulated sick leave, shall be entitled to the full benefit above provided their absences in that year do not exceed five (5) days.

1.8 Notification

Any Teacher who is medically disabled or who anticipates being medically disabled shall notify the Board of his/her disability or anticipated disability and the expected duration of his/her absence from school resulting there from as soon as possible after he/she learns of the disability or that the disability is anticipated and shall keep the Board apprised of any changes in his/her status in accordance with the following:

1.8.1 If the disability is one that could not have been anticipated, the Teacher shall, as soon as possible after the event giving rise to the disability occurs, notify the superintendent as to the nature of the disability and the expected duration of the disability.

1.8.2 If the disability is one that can be anticipated (i.e., due to pregnancy or medical treatment or an operation which is scheduled in advance), the Teacher shall notify the superintendent of the nature of the disability and the anticipated duration of the disability as soon

as possible after the Teacher has learned of the event which will give rise to the disability. Thereafter, the Teacher will keep the Superintendent apprised promptly as to the changes in status or anticipated duration of the disability.

1.8.3 In any case where a Teacher is absent as a result of a disability, the Teacher shall notify the Board as promptly as possible as to the date upon which his/her disability is expected to end and the date upon which he/she desires to return to work. Failure to notify the Superintendent in writing, prior to the termination of his/her disability, of his/her intentions relating to his/her return to work or failure to return to work within a reasonable period after the termination of his/her disability, shall relieve the Board of any obligation of returning the Teacher to active employment. In such cases, the Teacher's failure to act shall be deemed to be a resignation.

1.8.4 Any notification referred to above shall be in writing.

1.9 Return to Work After Period of Disability Has Ended. All Teachers absent as a result of a disability shall return to work within a reasonable period of time after the end of their disability provided that:

1.9.1 If, in the opinion of the Board, the end of the Teacher's period of disability or the date upon which the Teacher desires to return to school falls at a time in the pupil achievement reporting period which would be disruptive of the continuity or flow of education for the pupils involved, the Board may delay the Teacher's return to work until the beginning of the next succeeding pupil achievement reporting period; however, any such extension of a Teacher's absence beyond the period of disability shall be with pay only if Teacher has sick leave available. If the Board does not delay the Teacher's return to work, said Teacher may return to his/her regular teaching position or be assigned to another teaching position, including substituting at the Teacher's regular rate of pay, that the Board, in its discretion, may deem appropriate until the end of the marking period or if after April 1, at the end of the school year. At that time, said Teacher will return to his/her regular teaching assignment.

1.9.2 If the Teacher desires to extend his/her absence beyond the period of disability in order to have time to put his/her personal affairs in order, the Board may grant the Teacher's request to do so for a reasonable period not to extend beyond the beginning of the next succeeding pupil achievement reporting period, and the Board shall not unreasonably withhold a request by a Teacher for such additional leave, provided further, however, that any additional leave beyond the period of disability shall be without pay and without the application of accumulated sick leave benefits.

1.10 In all cases of absence due to disability, the Teacher shall, prior to returning to work, submit to the Superintendent a written statement by the Teacher's physician attesting to the fact that the disability has been terminated and the Teacher is fit to return to work. The Board shall have the right to verify such a statement in the same manner as provided in paragraph 1.7.

1.11 Nothing herein shall require the Board to pay "sick leave" benefits to any Teacher beyond his/her period of disability, regardless of the length of his/her period of absence; nor shall the provisions be construed so as to permit a disabled Teacher to return to work prior to satisfying the Board that his/her disability has been removed and he/she is physically able to resume his/her duties.

SECTION 2 Serious Illness or Death in Family

2.1 For each death in the Teacher's immediate family (parent, grandparent, sibling, spouse, child, parent-in-law, brother and/or sister-in-law, life partner and grandchild) a Teacher may be absent for up to five (5) normal work days without loss of regular pay.

2.2 For serious illness of a member of the Teacher's immediate family for whom the Teacher has custodial responsibility, a Teacher may be absent for up to ten (10) normal work days without loss of regular pay, after which said absences shall be charged to accumulated sick leave. This does not apply to minor illness of a family member.

2.3 In cases of death of a Teacher's relative not in the Teacher's immediate family or the serious illness of a member of the Teacher's immediate family for whom the Teacher does not have custodial responsibility, up to two (2) days' absence may be granted at the discretion of the Superintendent.

SECTION 3 Personal Business

3.1 Each Teacher shall be allowed up to a maximum of three (3) days off per year without loss of pay for the purpose of conducting personal business which cannot be conducted at a time other than when the Teacher is scheduled to be in school. These days may not be accumulated from year to year. During the month of June, no more than ten percent (10%) of the teaching staff will be granted personal business days in any one school.

3.2 The "personal business" referred to herein may include such compelling events as religious holidays, attendance at the Teacher's own graduation or the graduation of members of his/her immediate family (as defined in Section 3 hereof), attendance at his/her own wedding or the wedding of a member of his/her immediate family (as defined in Section 3 hereof), legal business that cannot be conducted outside of the normal work day the death or illness of a Teacher's relative not from Teacher's immediate family and for whom the Teacher does not have custodial responsibility, or some other similarly compelling reason, but shall not include extension of a vacation or holiday period, an accommodation of travel plans connected with a vacation or holiday period, and shall not be taken the last ten (10) days of the school year or on consecutive days unless special permission is granted by the Superintendent. Accordingly, these days shall not be used on the Teacher's last scheduled work day before or his/her first scheduled work day after a vacation or holiday (except for single religious observations as to which the Teacher shall give prior notice, oral or written, to the building administrator) except under the most compelling circumstances, and then only with the approval of the Superintendent. The Teacher shall give 24 hours notice except in cases of emergency, to his/her principal.

Additional personal leave may be granted at the discretion of the Superintendent.

SECTION 4 Visiting Days

A maximum of four (4) days per year for visiting classrooms in other schools or attendance at education workshops may be allowed when directed or approved by the Superintendent or Principal. A written report on the observation of the day may be required.

SECTION 5 Jury Duty

Any Teacher who is required to serve on a jury before a state or federal court shall be granted leave for this purpose and such leave shall not be deducted from sick leave or personal days. Such Teacher shall receive a rate of pay for each day of jury service equal to the difference between his/her then current applicable salary calculated on a per diem basis and the pay he/she receives from the court as jury pay. In order to qualify for this pay the Teacher shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty.

SECTION 6 Adoption Leave

6.1 Any Teacher adopting a child shall be entitled upon written request to the Superintendent of Schools to twenty (20) days paid leave, said leave, to be deducted from sick leave. In the event that both father and mother are employed by the school district, only one shall be entitled to the twenty-day adoption leave.

SECTION 7 Child Care Leave

A childcare leave may be granted to a Teacher upon birth or adoption of his or her child, subject to the following conditions:

7.1 The request to take such leave shall be in writing;

7.2 The request shall be filed with the Superintendent;

7.3 The request shall be filed as soon as practicable prior to the anticipated commencement of the leave but no later than thirty (30) days following the date of arrival of the child;

7.4 The leave for Teachers who give birth/adoption prior to April 30 will not extend beyond the end of the normal work year in which the child arrives. Teachers who give birth/adoption after April 30 also will be eligible for child care leave for a portion of the following year, provided such Teacher returns at the conclusion of the first semester, but in no case shall such leave extend beyond the end of the ensuing normal work year.

7.5 The leave shall be without pay or benefits;

7.6 During the period of such leave, the Teacher shall be eligible to participate, at his/her own expense, in any group insurance benefits in effect in this Agreement, to the extent permitted by such group insurance plans;

7.7 The Teacher on leave shall notify the Board in writing as soon as possible, but by no later than May 1, of his/her intent to return to his/her position for the following school year. Failure to do so will result in the loss of his/her position in the Trumbull School System;

7.8 Upon returning from such leave, the Teacher will be assigned to the position occupied as of his/her last day worked or to another position for which he/she is qualified in the judgment of the Board;

7.9 Notwithstanding any other provision of this Agreement, a Teacher granted a leave of absence shall not be exempt from the operation of the layoff procedures set forth in this Agreement; and

7.10 Any such leave shall not be considered as an interruption of service for seniority purposes under Article X of this Agreement.

ARTICLE IX **CONDITIONS OF EMPLOYMENT**

SECTION 1 Multi-School-Schedules

1.1 In arranging schedules for Teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. Such Teachers shall be notified of any changes in their schedules as soon as practicable and, where possible, prior to June 15.

1.2 Any Teacher required to use his/her own automobile in traveling between schools for the purpose of performing his/her teaching duty as assigned by the Board or the Superintendent pursuant to paragraph 1.1 above shall be reimbursed for the use of his/her automobile at the rate set by the Internal Revenue Service for business mileage deductions. During each school year covered by this Agreement, the IRS rate established as of January 1 prior to the start of school in September shall be paid for the entire school year, and any adjustments made by the IRS during that year will not be implemented until the following September.

SECTION 2 Teacher Assignments

2.1 The assignment of Teachers within the school system is the responsibility of the Superintendent of Schools. In making such assignments, the reasonable requests of the Teacher concerned shall be considered.

2.2 Teachers shall be notified of their programs for the coming year, including the schools to which they will be assigned, their grades and/or subjects they will teach and any special or unusual classes that they will have, as soon as is practicable and under normal circumstances, not later than June 15. In the event of a change in circumstances or conditions during the months of June, July and August, such assignment may be changed with prompt notice in writing to the Teacher. Ordinarily such changes would be made for resignations, deaths, promotions and/or leaves of absence.

2.3 Changes in grade and/or subject assignment shall not be effected or announced without prior personal conference with the Teacher involved. Following such conference, the circumstances shall be communicated to the Teacher in writing and the Teacher may appeal such change(s) to the Superintendent.

2.4 Any teacher desiring a change in assignment within a given school from one grade to another shall make known his/her desire in writing to the principal of his or her school by March 1.

2.5 A Teacher's request for assignment to another school shall be made in writing to the Superintendent by March 1 or whatever later date is set by the Superintendent. The

Superintendent shall notify the Teacher in writing by June 10 of the disposition of his/her request for assignment if a disposition has been made by that date.

2.6 When the employer determines that a vacancy exists, it shall be publicized through the school district's website and via e-mail both during the school year and in the summer months. Teachers who desire to apply for such vacancies shall file their application electronically within ten (10) school days of the date the vacancy is posted. Nothing herein shall require the Board to accept an internal candidate for any such vacancies over an outside candidate.

2.7 Whenever it is practicable and reasonable in terms of cost and educational suitability, the Board shall endeavor to hire full-time Teachers to reduce the number of part-time Teachers provided, however, that the Board retains the right to hire and retain part-time Teachers when, in its sole discretion, it is desirable to do so to reduce costs and increase flexibility in scheduling.

SECTION 3 Promotions

3.1 Posting of Vacancies. All vacancies for advancement to those positions contained on the Administrative Salary Schedule shall be published in all schools at least ten (10) and ordinarily thirty (30) days in advance, except in the case of temporary or acting appointments. Temporary or acting appointments of Teachers to such administrative positions shall not exceed ninety (90) days except by mutual consent of the Board of Education and the Association. Requirements, such as statement of qualification and job description, shall be part of this publication. When, if qualifications and attainments of two or more applicants are considered equal, preference will be given to members of the staff.

3.2 The Administration will consider, as prime qualifications for promotion, the following:

- a. Proficiency in present assignment.
- b. Competence as a Teacher.
- c. Adaptability to the requirements of the position.

In addition, the following will be considered as part of the qualifications of system staff members:

- d. Loyalty to the system.
- e. Contributions to administration in the operation of the school.
- f. Knowledge of the system and its operation.
- g. Participation in system activities.
- h. Length of Service.
- i. Cooperation.

3.3 Those Teachers of the school system who are qualified applicants for a new position, but who are not selected for the position, may at their request discuss the reasons for their non-selection with the Superintendent so that they may make efforts to strengthen their future candidacy.

3.4 Teachers desiring to be informed of vacancies for advancement occurring during July and August shall prior to June 15 register their desire with the Superintendent's office indicating as specifically as possible their area(s) of interest. The Superintendent's office will then notify them of any such vacancies during these months.

SECTION 4 Substitutes

Substitutes will be provided (if available) for absentees in both the secondary and elementary schools.

SECTION 5 Outside Employment

The Board and the Association mutually agree that Teachers will engage in no outside employment that will impair the effective and proper execution of assigned professional duties in the Trumbull System.

SECTION 6 Teacher-Pupil Ratio

6.1 It is recognized that the size of academic classes is directly related to quality for instruction; therefore, the following goals for class sizes are to be strived for:

Kindergarten	-	25 per class
Grades 1 – 12	-	28 per class
Developmental	-	16 per class

6.2 The Board's goal in physical education classes will be a maximum of forty (40) students.

6.3 When class schedules are developed, the needs of the exceptional student shall be the prime consideration for classroom placement. The scheduling of these students shall be reasonable and provide an optimum learning environment.

6.4 A Teacher of any identified exceptional student who is mainstreamed shall be informed about the nature of the exceptionality and whether that student requires any specialized or individualized management or instruction within two (2) weeks of placement in the mainstreamed classroom. At the time an identified exceptional student is placed in a mainstreamed classroom, the receiving Teacher will be notified that the student is exceptional.

SECTION 7 Teacher Load

Whenever possible, Teachers in academic subject areas should not be assigned more than 140 students for instructional purposes.

SECTION 8 Preparation Periods

All Teachers shall, in addition to their lunch period, have at least one preparation period per day during which they will not be assigned any other duties.

SECTION 9 Secondary Teachers - Teaching Periods

9.1 Teachers of the major academic areas shall not be expected to teach more than five (5) periods per day. Such Teachers shall be assigned ancillary duties as in the past or a flexible period (student contact time) which does not require preparation, grading, or testing (except proctoring).

9.2 Secondary school Teachers who teach six periods per day on a regular basis will be released from performing ancillary duties such as, but not limited to, study hall, corridor duty and bus duty. High school Teachers who teach six periods may be assigned homeroom.

9.3 All elementary regular classroom Teachers and special education Teachers shall receive one thirty (30) minute collaboration period per week.

SECTION 10 Compliance

The Board will expect strict compliance with the school hours and regular attendance at in-service faculty meetings.

SECTION 11 Number of Preparations (Secondary)

Every reasonable effort shall be made to have Secondary Teachers teach no more than two (2) different subjects or have more than three (3) different preparations except where additional subjects or preparations are requested by the Teacher in writing.

SECTION 12 Cocurricular Activities

Teacher participation in co curricular activities for which no additional compensation is paid shall be voluntary. At the same time, Teachers recognize that their responsibility to their students and the profession requires the performance of duties that involve the expenditure of time beyond that of the regular school day.

SECTION 13 Normal Work Day

13.1.1 The workday for Teachers during the work year shall be no less than thirty (30) minutes longer than the length of the regular day for pupils. The building Administrator shall determine when the Teacher shall arrive and leave, provided that in no event shall the Teacher arrive less than fifteen (15) minutes prior to the start of school or leave less than fifteen (15) minutes after pupil dismissal. In addition, secondary school Teachers are required to provide extra help for forty-five (45) minutes one (1) day per week.

SECTION 14 Normal Work Year

Effective the 2004-05 school year, the normal work year shall consists of 186 normal work days for Teachers (181 student contact days), except for Teachers assigned to positions as Guidance Counselors, Program Leaders, Department Chair Persons and Career/Vocational Education Teachers, for whom the normal work year shall consist of 196 normal work days.

SECTION 15 School Meetings

15.1 Teachers may be required to remain after the regularly scheduled workday up to seven (7) hours each month (a maximum of two (2) hours in any one-day) to attend workshops, staff meetings and PPT's.

15.2 Workshop schedules will be published at least thirty (30) days in advance.

15.3 Attendance at any function which takes place in the evening or on a weekend or holiday (except for room visitations and parent/Teacher conferences) shall be voluntary.

SECTION 16 Lunch Duty

16.1 Elementary: No Teacher will be assigned to the cafeteria.

16.2 Secondary (Middle School and High School): Teachers may volunteer for cafeteria duty in lieu of other service assignments. If sufficient volunteers are not available, then Teachers may be assigned at the discretion of the Administration.

SECTION 17 Job Description

A copy of job descriptions for certified personnel (Teachers and Administrators) shall be available at the principal's office for examination by Teachers.

SECTION 18 Team Leaders/Department Heads

18.1 Team leaders will have a regular teaching load but will receive a stipend for their services as set forth on Appendix B attached hereto.

18.2 The position of team leader shall be posted and applied for annually. By June of each year, each team leader will be notified in writing by the Superintendent whether or not he/she will be reappointed for the following school year.

18.3 Department heads who supervise nine (9) or more Teachers shall work ten (10) additional days beyond the normal Teachers. Department heads who supervise eight or less Teachers shall work five (5) additional work days beyond the normal school year. Such time shall be paid for in the same manner and form as for Program Leaders, Guidance Counselors and Career Vocational Education Teachers for ten (10) days or .5 of such sum for five (5) days.

18.4 Department heads shall not perform supervisory/administrative duties for 50% or more of their time.

SECTION 19 Consultation Procedure

It is the desire of the Board and the Association to achieve continuous rapport and understanding between the parties and it is felt that one method of achieving this goal is to discuss periodically various subjects of mutual concern not necessarily covered under this Agreement. Accordingly, the parties will attempt to hold periodic informal meetings to discuss such subjects when such discussion is requested by either party.

SECTION 20 Personal Freedom

The private and personal life of a Teacher is not within the appropriate concern or attention of the Board except as it may, in the discretion of the Board, interfere with the Teacher's responsibilities to and rapport with students and/or the school.

SECTION 2.1 Gradebook Postings

Teachers in grades six through twelve shall be, once trained, required to post grades, for student and parent access, on the school district's on-line portal, presently known as "Gradebook," and any replacements therefore." Training shall be differentiated to address (1) the technology background of each teacher; (2) the teacher's individual design of the Gradebook "set up" so that it conforms to the teacher's individual grading process; (3) the teacher has ongoing access to a "help desk" support system; and (4) the teacher's readiness mutually agreed to will determine when he/she will be required to utilize Gradebook.

ARTICLE X **REDUCTION IN CERTIFICATED PERSONNEL**

SECTION 1 Reduction in Force

Reduction of certificated staff shall be governed by, but not limited to, decrease in student enrollment, curricular changes, shortage of funds, changes in the use of instructional personnel and for other reasons as identified by the Board and Administration.

SECTION 2 Attrition

The Board shall make every effort to keep to a minimum the number of certificated Teachers affected by reduction in force by not employing replacements insofar as practicable for certificated Teachers who retire or resign or whose limited agreements (Long Term Replacement) are not renewed or those Teachers who are operating under a Temporary Ninety-Day Certificate. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification, qualifications and experience for the position and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

SECTION 3 Limited Agreements

Reduction in force, not achieved through attrition, shall be accommodated by not renewing limited agreements of employment. Limited agreements are defined as long-term replacement agreements issued for not more than one normal work year and Temporary Ninety-Day Certificates. Notice of non-renewal shall be in accordance with Section 10-151a of the Connecticut General Statutes.

SECTION 4 Non-Tenured Teachers, Dismissal of

If attrition and the non-renewal of limited agreements are not sufficient to accomplish a reduction in full force, then non-tenured Teachers shall be given notices of non-renewal in accordance with Section 10-151a of the Connecticut General Statutes. The criteria for non-

renewal of contract for non-tenured Teachers shall be performance, as determined by the Superintendent, first, and seniority second.

4.1 Seniority

"Seniority", as it relates to non-tenured certified Teachers is defined as follows:

4.1.1 Continuous Service

Longest continuous service - continuous service is defined as employment with the Board on the basis of uninterrupted service since the first day of the most recent hire-in period. Length of continuous service will not be interrupted or affected by authorized leaves of absence with full or partial pay, or authorized leaves of absence without pay for illness or disability.

4.1.2 Effective Date of Contract

The hire-in period shall be determined by the effective starting date on the Teacher's most recent individual contract of employment.

4.1.3 Issue Date of Contract

In the event there are two or more Teachers with the same effective starting date, the date the contract was signed by the Superintendent for issuance shall determine retention.

4.1.4 Contract Signed by Teacher

In the event there are two or more contracts signed by the Superintendent on the same date, then the contract bearing the earlier date shall determine the more senior Teacher.

4.2 Performance

The quality of instruction, as determined by the Superintendent, shall be the single most important factor in determining issues relating to retention of non-tenure Teachers.

SECTION 5 Tenured Teachers

If attrition, the non-renewal of limited agreements and the non-renewal of non-tenured Teacher contracts are not sufficient to accomplish a reduction in full force, then tenured Teachers shall be issued consideration-of-termination notice in accordance with Section 10-151b of the Connecticut General Statutes.

The criteria for the dismissal of tenured Teachers shall be:

5.1 Seniority

5.1.1 Continuous Service

Continuous service is defined as employment with the Board on the basis of uninterrupted service since the first day of the most recent hire-in period. Length of continuous service will not be interrupted or affected by authorized leaves of absence with full or partial

pay, or authorized leaves of absence without pay for illness or disability or by interruptions in service caused by a layoff due to reduction in force when recalled within twenty-four (24) months of the effective date of the layoff, provided that no such interruption in service shall count toward the attainment of tenure except as required in the Connecticut Teacher Tenure Law.

5.1.2 Effective Date of Contract

The hire-in period shall be determined by the effective starting date on the initial contract: "...for the school year beginning _____, 20__ and ending _____ 20__, subject to the conditions quoted below."

5.1.3 Issue Date of Contract

In the event there are two or more Teachers with the same effective date, the date the contract was signed by the Superintendent for issuance shall determine retention.

5.1.4 Contract Signed By Teacher

In the event there are two or more contracts signed by the Superintendent on the same date, then the earliest date the contract was signed by the Teacher shall determine retention.

5.2 Performance

The quality of instruction, as with non-tenured Teachers, shall be a factor in the retention of tenured Teachers who are certified to teach in the same curriculum areas, subject, level or program.

SECTION 6 Recall

6.1 Teachers shall be recalled in reverse order of layoff for new position openings for which they are certified and qualified provided they do not lose their recall rights as defined in Section 7.

6.2 The recall list shall be maintained by the Board of Education for a period not to exceed twenty-four (24) calendar months.

6.3 No compensation or other benefits shall be available to a Teacher on the recall list.

6.4 A Teacher not recalled prior to the expiration of recall set forth above shall have no remaining rights under this contract.

SECTION 7 Loss of Recall Rights

A Teacher will lose all recall rights if any one of the following occurs:

7.1 The Teacher voluntarily resigns;

7.2 The Teacher does not return to an available position comparable to (equal to or more) that held at the time of dismissal (for which said Teacher is certified and qualified) within twenty-four (24) calendar months.

7.3 The Teacher does not apply in writing by registered (certified) mail by June 1 of the year subsequent to his/her dismissal for retention on the recall list; or

7.4 Upon recall, the Teacher fails to report within fifteen (15) calendar days after being notified in writing to do so at his/her last known address unless prevented by illness or other reasons satisfactory to the Board.

SECTION 8 Administrative Impact

All administrators employed by the Trumbull Board of Education who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are laid off from work due to a reduction in administrative staff shall have rights to displace Teachers covered by this Agreement in positions where said administrators are qualified, certified, and hold seniority (as defined by Article IX 5.1.1) in a manner provided by applicable law. No administrator shall be discriminated against with respect to such displacement rights by virtue of his/her service outside the Teacher bargaining unit.

ARTICLE XI **STAFF PARTICIPATION IN CURRICULUM** **IMPLEMENTATION AND REVISION**

SECTION 1

The advisability of curriculum revision shall be thoroughly researched by a joint committee of the Board (which may include members of the professional staff) and the Association. The Teachers shall play an active role in the preparation, implementation and evaluation of curriculum.

SECTION 2

The procedure for developing new curriculum will include the following:

2.1 The appointment from among Teachers who volunteer to a new curricula planning committee.

2.2 There shall be at least one representative, but not more than two, from each grade level for which the curriculum is designed.

2.3 At least one member, but not more than two, will be appointed from the administrative staff.

SECTION 3

The planning committee will complete a tentative curriculum outline for presentation to the Board for approval.

SECTION 4

If approved, the Superintendent will nominate a curriculum writing team for summer employment, or during the school year on a release time basis, to write and publish the curriculum. The majority of this team shall have been members of the planning committee.

SECTION 5

Materials needed to implement the new curriculum should be made available to the Teachers concerned prior to the start of the new program.

SECTION 6

The Board will encourage and support in-service training programs to prepare Teachers for the new curriculum and will consider the use of released time when, in the judgment of the Administration, it is required for an effective in-service workshop.

SECTION 7

The advisability of pilot programs rather than full implementation will be considered.

SECTION 8

The Board, the Association and the professional staff will evaluate curricula at least once a year and the Association and professional staff may recommend modification or changes.

SECTION 9

An appropriate committee of the Association shall cooperate with the Board and the Administration in the development of all the workshops.

ARTICLE XII **STRIKES**

During the term of this Agreement, the Association shall not cause or sponsor and no Teachers shall cause or participate in any strike or work stoppage. If the Association disclaims in writing to the Board responsibility for any act prohibited hereby, it shall not be liable in any way therefore. Teachers who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to arbitration.

ARTICLE XIII **ASSOCIATION'S OBLIGATIONS**

The Association, being an association of professionals in the academic and educational field, encourages that a high degree of interest, competence, understanding, and professional judgment and conduct be exhibited by all its members at all times and it shall encourage its members to reach an increasingly high degree of academic and professional proficiency and it shall make a bona fide effort to persuade its members, individually or collectively, to refrain from acts which are contrary to these principles or to this Agreement.

ARTICLE XIV
MISCELLANEOUS

SECTION 1 Discipline

1.1 No Teacher shall be reprimanded, disciplined or suspended without just cause.

1.2. Management Rights:

1.2.1 Enumerated Rights: Unless expressly limited by this Agreement, the exclusive functions and rights of the /board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels of financing and budget allocation; designate the schools and classrooms to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for schools purposes; make rules for the arrangement, use and safekeeping of the schools libraries and to approve the books selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of teachers required to promote the efficient operation of the school system; distribute work to teachers in accordance with the job content and job requirements determined, and from time to time redetermine, by the Board (subject to any duty to bargain under the law regarding impact); discipline or suspend teachers subject to the just cause provision; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system.

1.2.2 Un-enumerated Rights: The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Board not listed which have not been expressly and specifically surrendered herein.

SECTION 2 Records

2.1 Each Teacher certified by the State Board of Education and employed by the Board shall be entitled to knowledge of and access to supervisory records and reports of his/her competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance in Trumbull.

2.2 All records related to a Teacher's performance in this system shall be maintained in the school to which said Teacher is assigned.

2.3 a. No material adverse to, or critical of, any Teacher and originating after initial date of employment shall be placed in such Teacher's personnel file without just and reasonable cause. The Teacher may submit a written notation regarding the 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 the Teacher's file, such signature shall be understood to indicate his or her awareness of the material, but in no instance shall said signature be interpreted to mean the Teacher's agreement with the content of the material.

b. A Teacher has the right to have a representative of the union accompany him/her on any review of his/her personnel file.

c. This provision shall not apply to materials in any Teacher's file before September 1, 1986.

SECTION 3 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.

SECTION 4 Copies of Agreement

The Board will print and deliver to the President of the Association sufficient copies of this Agreement for each Teacher within a reasonable period of time after the Agreement becomes effective. In addition, the Board will print enough copies of this Agreement to distribute one to each new Teacher hired during the term of this Agreement. The cost of printing and distributing copies of this Agreement shall be borne equally by the Board and the Association.

SECTION 5 Individual Employment Contracts

5.1 Individual Employment Contracts will be issued upon initial employment. Thereafter, for each succeeding year of continuous employment, the Board will only be required to issue Notification of Assignment and Salary.

5.2 The provisions contained in Individual Employment Contracts and Notifications of Assignment and Salary shall not conflict with the terms and conditions of this Agreement. In the event such a conflict arises, the terms and conditions of this Agreement shall supersede the terms and conditions of the Individual Employment Contract and Notification of Assignment and Salary.

ARTICLE XV **DURATION**

The duration of this Agreement shall be from July 1, 2014 to and including June 30, 2017, during which period this entire Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL EDUCATION ASSOCIATION

By: _____
Chairperson

By: _____
President(s)

APPENDIX A-1

TRUMBULL TEACHERS' SALARY SCHEDULE

2014-15

	BA	MA	6THYR	6TH+15
Step				
4	52,404	57,361	61,877	64,133
5	54,076	59,157	63,720	66,014
6	55,802	61,009	65,619	67,951
7	57,583	62,918	67,574	69,945
8	59,421	64,888	69,587	71,997
9	61,317	66,919	71,660	74,109
10	63,274	69,014	73,795	76,283
11	65,293	71,174	75,994	78,521
12	67,377	73,402	78,258	80,824
13	69,527	75,699	80,590	83,196
14	71,746	78,069	82,991	85,636
15	74,036	80,513	85,463	88,149
16	76,399	83,033	88,010	90,735
17	78,837	85,632	90,632	93,397
18	82,370	88,312	93,332	96,137
19		91,077	96,113	98,957
20		95,102	98,977	101,860
21			103,200	106,159

APPENDIX A-2

TRUMBULL TEACHERS' SALARY SCHEDULE

2015-16

	BA	MA	6THYR	6TH+15
Step				
4	52,545	57,516	62,044	64,306
5	54,222	59,317	63,892	66,193
6	55,953	61,174	65,796	68,135
7	57,738	63,088	67,756	70,134
8	59,581	65,063	69,775	72,191
9	61,483	67,100	71,854	74,309
10	63,445	69,200	73,995	76,489
11	65,470	71,366	76,199	78,733
12	67,559	73,600	78,469	81,043
13	69,715	75,904	80,807	83,420
14	71,940	78,280	83,215	85,868
15	74,236	80,730	85,694	88,387
16	76,605	83,257	88,247	90,980
17	79,050	85,863	90,877	93,649
18	83,425	88,551	93,584	96,396
19		91,323	96,373	99,224
20		96,319	99,244	102,135
21			104,520	107,518

APPENDIX A-3

TRUMBULL TEACHERS' SALARY SCHEDULE

2016-17

	BA	MA	6THYR	6TH+15
Step				
4	52,645	57,626	62,162	64,429
5	54,325	59,430	64,014	66,319
6	56,059	61,290	65,921	68,264
7	57,848	63,208	67,885	70,267
8	59,694	65,187	69,908	72,328
9	61,599	67,227	71,990	74,450
10	63,565	69,332	74,135	76,634
11	65,594	71,502	76,344	78,883
12	67,688	73,740	78,619	81,197
13	69,848	76,048	80,961	83,579
14	72,077	78,429	83,373	86,031
15	74,377	80,884	85,857	88,555
16	76,751	83,415	88,415	91,153
17	79,201	86,026	91,049	93,827
18	84,492	88,719	93,762	96,579
19		91,496	96,556	99,413
20		97,552	99,433	102,329
21			105,858	108,894

APPENDIX B

EXTRA COMPENSATION SCHEDULE

Description	2014-15	2015-16	2016-17
Dept.Chairman-Large (9 or more teachers)	5,110	5,173	5,238
Dept. Chairman-Small (Less than 9 teachers)	4,660	4,718	4,777
Program Leader (1.0)	5,592	5,662	5,733
Program Leader (.8)	5,110	5,173	5,238
Program Leader (.6)	4,660	4,718	4,777
Program Leader (.2)	3,844	3,892	3,941
OTHER EXTRA PAY:			
Student Council Advisor (THS)	3,808	3,855	3,903
Yearbook Advisor (THS)	3,808	3,855	3,903
Assistant yearbook advisor (THS)	1,905	1,929	1,953
Drama Club (THS)	2,320	2,349	2,378
Literary Magazine (THS)	1,613	1,633	1,654
Newspaper Advisor (THS)	1,926	1,950	1,975
Ski Club (THS)	1,776	1,798	1,820
Class Advisors (THS):			
9th Grade (2)	1,014	1,027	1,040
10th Grade (2)	1,014	1,027	1,040
11th Grade (2)	1,517	1,536	1,555
12th Grade (2)	2,025	2,050	2,076
Coordinator of Advisors	2,025	2,050	2,076
DECA Advisor (THS)	655	664	672
FFA Coordinator (THS)	655	664	672
Intramural Advisor (THS)	3,281	3,323	3,364
Producer of Theatrical Prod. (THS)	1,961	1,986	2,011
Director of Theatrical Prod. (THS)	2,616	2,649	2,682
Vocal Coordinator of Theatrical Production (THS)	1,854	1,878	1,901
Choreographer of Theatrical Production (THS)	1,854	1,878	1,901
Instrumental Director of Theatrical Production (THS)	1,854	1,878	1,901
Rehearsal Pianist of Theatrical Production (THS)	1,636	1,657	1,677
Set Designer & Art Coordinator of Theatrical	1,418	1,436	1,454
Technical Director/Theatrical Production (THS)	1,636	1,657	1,677
Set Construction/Theatrical Production (THS)	1,418	1,436	1,454
Costume/Prop Coordinator/Theatrical Production	1,091	1,104	1,118
House Manager/Theatrical Production (THS)	436	442	447
Team Leaders (Academic) (M.S.)	3,270	3,311	3,353
Team Leaders (Unified Arts) (M.S.)	1,961	1,986	2,011
Student Council Advisor (M.S.)	2,432	2,462	2,493
Class Advisor (M.S.)	788	798	808
Newspaper Advisor (M.S.)	1,486	1,504	1,523
Yearbook Advisor (M.S.)	2,069	2,095	2,122
Literary Advisor (M.S.)	1,486	1,504	1,523
Intramural Coordinator (M.S.)	4,621	4,679	4,737
Clubs:			
Level 1 (Long Term With Service Component)	1,514	1,533	1,552
Level 2 (Long Term - With No Service)	1,014	1,027	1,040
Level 3 (Specific Intensive Duration)	677	685	694
Level 4 (Paid per Session)	36.03	36.48	36.93
SEE DEFINITIONS BELOW			

APPENDIX B

EXTRA COMPENSATION SCHEDULE

Description				2014-15	2015-16	2016-17
Fine Arts Production (M.S. One Advisor)				1,422	1,440	1,458
Fine Arts Production (M.S. Multi. Advisor/Shared)				2,343	2,372	2,402
National Jr. Honor Society (M.S. One Advisor)				800	810	820
Drama Coordinator (Elementary)				418	423	429
Student Council Advisor (Elementary)				303	307	311
Intramurals (Elementary) (Per Session)				38.09	38.56	39.05
Intramurals (M.S. & THS) (Per Session)				46.33	46.91	47.49
Mentor Teacher(assigned to beginning teachers, first 2 years only)				309	313	317
National Teacher Certificate				581	588	595
*Club Level definitions						
Level 1	Long Term Service Component - Long Term (year long) clubs that have a community service component including but not limited to: SPOKES (Hillcrest Service Club); Peer Tutors; Peer Mediation; Magic ME (Madison Service Club); Magic in the Making - full program; AFS; French Club and Honor Society; Spanish Club and Honor Society.					
Level 2	Long Term No Service Component - Long Term (year long) clubs that do not have a community service component including but not limited to: Select Choruses and orchestras (choraleers, jazz band, Madison singers); FCCLA; Bank Tellers, Web Club (Madison); Lunch Bunch Reading Group; Club Madison; Draft Club; Debate Club; Mock Trial; Program					
Level 3	Specific Intensive Duration - Meet extensively for a specific duration of time including but not limited to: MATHCounts; Odyssey of the Mind; Audio-Visual Club; German Club; Latin Club; Italian Club; Math Club; Strategy Club; Keyboarding Program; Language Arts;					
Level 4	Paid Per Session - Advisors paid on a per session basis including but not limited to: Magic in the Making - partial program; Cheerleading (Madison) paid as intramural event; Ebony Club; Environmental Club; Fishing Club; Outdoor Club; Computer Club; Solar Sprint; Knowledge Master Open; Photography Club; Chess Club.					
STIPEND AMOUNTS ARE PER CLUB AND MULTIPLE ADVISORS SHALL SHARE						

APPENDIX C

AGREEMENT

Between

TRUMBULL BOARD OF EDUCATION

and

TRUMBULL EDUCATION ASSOCIATION

FOR

COACHES

EFFECTIVE JULY 1, 2007 - JUNE 30, 2011 THIS AGREEMENT, made and entered into this ___ day of September, 2006, by and between the TRUMBULL BOARD OF EDUCATION (hereinafter called the "Board") and the TRUMBULL EDUCATION ASSOCIATION (hereinafter called the Association"), effective July 1, 2007 to June 30, 2011, inclusive, and shall supersede any prior Agreement between the "Board" and the "Association" concerning salaries and other conditions of employment for Teachers appointed to coaching positions in the Trumbull School System.

ARTICLE I DEFINITIONS

SECTION C1.1 As used in this Agreement, the term "Teacher" or "Teachers" shall be defined as set forth in Section 2 of the collective bargaining Agreement between the Board and the Association, effective July 1, 2007 to June 30, 2011, inclusive to which this Agreement is attached.

SECTION C1.2 As used in this Agreement, "coaching position" shall mean any position set forth on the Compensation schedule for Coaches (Article V) and any other position established by the Board during the term of this Agreement for the purpose of coaching Trumbull public students in an interscholastic sport.

SECTION C1.3 As used in this Agreement, the term "coach" or "coaches" shall mean any Teacher appointed by the Board to a coaching position, except as noted in Section C2.3 below.

ARTICLE II

APPOINTMENT TO COACHING POSITIONS

SECTION C2.1 Appointments of Teachers to coaching positions shall be considered as continuing appointments in that such appointments shall continue from year to year without further action by the Board or the coaches unless the coach resigns from the coaching position or is terminated there from by the Board in accordance with the provisions of this Agreement.

SECTION C2.2 Any Teacher who desires to be appointed to one or more coaching positions shall submit his/her request in writing to the Superintendent.

APPENDIX C

SECTION C2.3 In the event that there is no Teacher qualified for an announced coaching position which has been advertised for a period of two weeks, the Board may seek and appoint a person who is not a Teacher.

SECTION C2.4 The Athletic Director shall have discretion to appoint coaches to the stipend lane he or she deems appropriate based on the candidates experience level.

ARTICLE III

RESIGNATION FROM COACHING POSITION

SECTION C3.1 Teachers occupying coaching positions may resign there from only in accordance with the following procedure:

C3.1.1 A coach may resign from a coaching position for any reason if he/she submits his/her resignation in writing to the Superintendent within the thirty-day period immediately following the last game or match of the season for the sport from which he/she desire to resign as coach. Said resignation shall become effective immediately, provided that if the Superintendent is not able to find a replacement suitable to the Board prior to the beginning of the next succeeding season of the sport from which the coach resigned, the resignation will not become effective until after the next succeeding season of that sport has been completed.

C3.1.2 If a coach does not resign within the thirty (30) day period as set forth in subsection 3.1.1 above, he/she may not resign except for good and sufficient reasons. The Superintendent will review the resignation and the reasons therefore and shall make a recommendation to the Board. The action of the Board taken thereon shall be final and binding and shall not be subject to a grievance or arbitration pursuant to Article IV of the collective bargaining agreement between the Board and the Association.

APPENDIX C

C3.1.3 Notwithstanding the above, a coach appointed to coach three sports in a school may resign from coaching one of those sports by submitting his/her resignation to the Superintendent in writing within the thirty (30) day period immediately preceding the coaching season for that sport. The resignation shall become effective following the last game or match of that sport in that season.

C3.1.4 A Teacher who does not apply for a coaching position, but who accepts a request by his/her supervisor or superior in the Trumbull School System to coach a sport may resign at the end of the coaching season without any further restriction.

C3.1.5 A resignation for or termination of a teaching contract of a coach under the collective bargaining agreement between the Board and the Association shall automatically carry with it a termination of all rights and responsibilities of the Teacher as a coach and of either party to this Agreement. A resignation from or a termination of coaching duties and responsibilities, however, under this Agreement, shall have no affect on the coaches' teaching contract under the

said collective bargaining agreement, and except where provided herein, no one shall be required to coach any sport as a condition of employment or continued employment as a Teacher by the Board.

ARTICLE IV

TERMINATION BY THE BOARD FROM A COACHING POSITION

SECTION C4.1 The Board may for any reason terminate a coach from a coaching position within the thirty (30) day period immediately following the last game or match of the season. Notice of termination together with the reason or reasons therefore, shall be given to him in writing within the thirty (30) day period immediately following the last game or match of the season. If requested by the coach in writing, the Board shall meet with the coach to discuss the reasons for the termination.

SECTION C4.2 The Board may terminate a coach from a coaching position at any time for good and sufficient cause as determined by the Board after according the coach an opportunity to present to the Board his/her views as to why the termination should not be effected. Notice of the termination together with the reason or reasons therefore, shall be given to the coach in writing.

SECTION C4.3 At any time a coach's school assignment is changed, either voluntarily or involuntarily, that coach has the right of resigning his/her coaching position even though the deadlines as stated in sections C3.1.1 and C3.1.3 have expired.

IN WITNESS WHEREOF, the parties hereunto have caused these present to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first above written.

TRUMBULL BOARD OF EDUCATION

TRUMBULL EDUCATION ASSOCIATION

By _____
Chairperson

By _____
President(s)

September 11, 2006

September 11, 2006

**APPENDIX C-1
COMPENSATION SCHEDULE FOR COACHING POSITIONS**

2014-15

	80% 1-2 years	90% 3-4 years	100% 5+ years
CATEGORY 8:	6,544	7,362	8,180
Head Football			
Choral Director			
Band Director			
CATEGORY 7:	5,452	6,134	6,815
Head Basketball			
Head Swimming			
Head Track			
Head Wrestling			
Head Baseball			
Head Softball			
Head Field Hockey			
Head Soccer			
Head Ice Hockey			
Head Indoor Track			
Head Lacrosse			
Head Volleyball			
Cross Country			
Head Cheerleading			
Director of Theatrical Production			
Assistant Varsity Football			
CATEGORY 6:	4,363	4,909	5,454
Assistant Athletic Director			
Faculty Manager			
Assistant Varsity Baseball			
Assistant Varsity Softball			
Assistant Varsity Field Hockey			
Assistant Varsity Ice Hockey			
Assistant Varsity Lacrosse			
Assistant Varsity Soccer			
Assistant Varsity Swimming			
Assistant Varsity Track			
Assistant Varsity Wrestling			
Assistant Volleyball			
Head Gymnastics			
Golf			
Tennis			
J.V. Basketball			
J.V. Football			
Producer of Theatrical Production			
Technical Director Theatrical Production			
CATEGORY 5:	3,818	4,295	4,772
Sophomore Football			
Assistant Gymnastics			
CATEGORY 4:	3,546	3,989	4,432
Diving Coach			
J.V. Field Hockey			
Asst. Sophomore Football			
J.V. Softball			
J.V. Baseball			
J.V. Soccer			
Head Freshman Football			
J.V. Volleyball			
J.V. Lacrosse			
J.V. Cheerleading			

CATEGORY 3:	3,272	3,681	4,089
Freshman Basketball			
Freshman Volleyball			
Assistant Indoor Track			
Freshman Baseball			
Freshman Softball			
Freshman Soccer			
Freshman Track			
Freshman Wrestling			
Freshman Field Hockey			
Assistant Band Director			
Freshmen Cheerleading			
Freshmen Lacrosse			
CATEGORY 2:	2,182	2,454	2,727
Weight Training			
CATEGORY 1:	1,908	2,146	2,385
Assistant Weight Training			

2015-16

	80% 1-2 years	90% 3-4 years	100% 5+ years
CATEGORY 8:	6,626	7,454	8,282
Head Football			
Choral Director			
Band Director			
CATEGORY 7:	5,521	6,211	6,901
Head Basketball			
Head Swimming			
Head Track			
Head Wrestling			
Head Baseball			
Head Softball			
Head Field Hockey			
Head Soccer			
Head Ice Hockey			
Head Indoor Track			
Head Lacrosse			
Head Volleyball			
Cross Country			
Head Cheerleading			
Director of Theatrical Production			
Assistant Varsity Football			
CATEGORY 6:	4,418	4,970	5,522
Assistant Athletic Director			
Faculty Manager			
Assistant Varsity Baseball			
Assistant Varsity Softball			
Assistant Varsity Field Hockey			
Assistant Varsity Ice Hockey			
Assistant Varsity Lacrosse			
Assistant Varsity Soccer			
Assistant Varsity Swimming			
Assistant Varsity Track			
Assistant Varsity Wrestling			
Assistant Volleyball			
Head Gymnastics			
Golf			
Tennis			
J.V. Basketball			
J.V. Football			
Producer of Theatrical Production			
Technical Director Theatrical Production			
CATEGORY 5:	3,866	4,349	4,832
Sophomore Football			
Assistant Gymnastics			
CATEGORY 4:	3,590	4,039	4,487
Diving Coach			
J.V. Field Hockey			
Asst. Sophomore Football			
J.V. Softball			
J.V. Baseball			
J.V. Soccer			
Head Freshman Football			
J.V. Volleyball			
J.V. Lacrosse			
J.V. Cheerleading			

CATEGORY 3:	3,312	3,727	4,141
Freshman Basketball			
Freshman Volleyball			
Assistant Indoor Track			
Freshman Baseball			
Freshman Softball			
Freshman Soccer			
Freshman Track			
Freshman Wrestling			
Freshman Field Hockey			
Assistant Band Director			
Freshmen Cheerleading			
Freshmen Lacrosse			
CATEGORY 2:	2,209	2,485	2,761
Weight Training			
CATEGORY 1:	1,932	2,173	2,414
Assistant Weight Training			

2016-17

	80% 1-2 years	90% 3-4 years	100% 5+ years
CATEGORY 8:	6,709	7,547	8,386
Head Football			
Choral Director			
Band Director			
CATEGORY 7:	5,590	6,288	6,987
Head Basketball			
Head Swimming			
Head Track			
Head Wrestling			
Head Baseball			
Head Softball			
Head Field Hockey			
Head Soccer			
Head Ice Hockey			
Head Indoor Track			
Head Lacrosse			
Head Volleyball			
Cross Country			
Head Cheerleading			
Director of Theatrical Production			
Assistant Varsity Football			
CATEGORY 6:	4,473	5,032	5,591
Assistant Athletic Director			
Faculty Manager			
Assistant Varsity Baseball			
Assistant Varsity Softball			
Assistant Varsity Field Hockey			
Assistant Varsity Ice Hockey			
Assistant Varsity Lacrosse			
Assistant Varsity Soccer			
Assistant Varsity Swimming			
Assistant Varsity Track			
Assistant Varsity Wrestling			
Assistant Volleyball			
Head Gymnastics			
Golf			
Tennis			
J.V. Basketball			
J.V. Football			
Producer of Theatrical Production			
Technical Director Theatrical Production			
CATEGORY 5:	3,914	4,403	4,892
Sophomore Football			
Assistant Gymnastics			
CATEGORY 4:	3,635	4,089	4,543
Diving Coach			
J.V. Field Hockey			
Asst. Sophomore Football			
J.V. Softball			
J.V. Baseball			
J.V. Soccer			
Head Freshman Football			
J.V. Volleyball			
J.V. Lacrosse			
J.V. Cheerleading			

CATEGORY 3:	3,354	3,773	4,192
Freshman Basketball			
Freshman Volleyball			
Assistant Indoor Track			
Freshman Baseball			
Freshman Softball			
Freshman Soccer			
Freshman Track			
Freshman Wrestling			
Freshman Field Hockey			
Assistant Band Director			
Freshmen Cheerleading			
Freshmen Lacrosse			
CATEGORY 2:	2,236	2,516	2,796
Weight Training			
CATEGORY 1:	1,956	2,200	2,445
Assistant Weight Training			

APPENDIX D

APPENDIX E

Trumbull Public Schools – Group 4222 EXHIBIT B
 Delta Dental Premier & Delta Dental Preferred (PPO) - Point of Service Program
 Custodians, Secretaries, Teachers, Paraprofessionals, CLIU Support, CLIU Supervisors, Non-Affiliates

Type of Service	Plan Pays:	Limitations
PREVENTIVE: (No Deductible)		
Fluoride Treatment	80%	Under age 19, 2 per calendar year 2 per calendar year
Oral Exam	80%	
Palliative Treatment		
Minor procedure to relieve pain only	80%	
Emergency Exam	80%	
Prophylaxis	80%	2 per calendar year
Sealants	Not Covered	
X-Rays		
Periapical (single X-ray)	80%	
Bite-wings (2 x-rays)	80%	Once per calendar year Once in 36 months
Panorex /full mouth (4 bite-wings and a panorex equals a full mouth)	80%	
BASIC: (No Deductible)		
Anesthesia	50%	
Extractions – simple/surgical (erupted tooth)	80%	
Fillings – Amalgam	80%	
Plastic/composite	80%	
Pulp cap (base under filling)	80%	
Gum graft/incision & draining of abscess or cyst	50%	
Oral Surgery – Alveolar/osteous**	50%	
Gingival**	50%	
Impactions (unerupted tooth/soft tissue or body)	50%	
Periodontics (non-surgical)**	50%	** \$500 combined yearly max
Pulpotomy	80%	
Root Canal	80%	
MAJOR: (No Deductible)		
Crowns	50%	Time limit: 5 year replacement
Post and core	50%	
Crown: stainless steel (usually on baby tooth)	50%	
Gold restoration (inlay/onlay)	50%	Only for crowns not part of a bridge, Time limit: 5 year replacement
Implants	Not Covered	
Night guard for grinding of teeth (bruxism)	80%	
Prosthetics (permanent bridge)	Not Covered	
Repair of	80%	
Prosthetics (removable full or partial denture)	Not Covered	
Repair of and relining of dentures	80%	One per calendar year, simple repairs only, no additions of teeth allowed, no extensive reconstruction Not part of a bridge
Space Maintainer (child only when perm tooth not in yet and need to maintain space)	50%	
TMJ Appliance	Not Covered	
ORTHODONTIA:	Not Covered	

Dependent children are covered to age 19 (25 if enrolled as a full time student in an accredited school or university.)

Delta Dental has two networks available under this plan. The Delta Dental Premier network is the largest of the Delta networks with over 145,000 participating offices nationally (75%+). Delta Dental Preferred (PPO) is a smaller, but more discounted network with over 55,000 participating offices nationwide. Preferred (PPO) fees are on average 20% less than Premier. You may use any fully licensed dentist under this plan, but it is to your advantage to use a network dentist, especially Preferred (PPO), since they accept the Delta allowance as their maximum charge and cannot bill Delta patients for amounts above this level.

Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta will make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA DEX (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalnj.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

Claim questions and other information needs should be directed to Delta's website or benefits services department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.



IMPORTANT PHONE NUMBERS

Trumbull Sick Call	(203) 452-4363
CEA	(800) 842-4316
TEA (Uniserv Office)	(203) 378-2101
Trumbull Credit Union	(203) 452-5095
Waterbury Credit Union	(800) 992-2226
Connecticut Teachers' Retirement Board	(800) 504-1102
Anthem	(860) 233-4947
Delta Dental	(800) 452-9310

III. Arbitrators' Signatures and Oaths

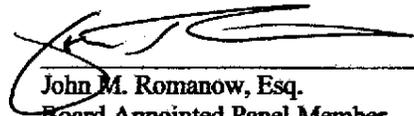
Arbitrators Signature Page

**In the Matter of Trumbull Board of Education-and- Trumbull Education Association
Section 10-153f of the Connecticut General Statutes
Interest Arbitration Award**

10/21/13


Leslie A. Williamson, Jr., Esq.
Panel Chair

10/21/13


John M. Romanow, Esq.
Board Appointed Panel Member

10/21/13


Jeffrey Rosenberg, Esq.
Association Appointed Panel Member

In the Matter of Binding Arbitration

Between

TRUMBULL Board of Education

-and-

TRUMBULL EDUCATION ASSOCIATION

Subject _____
(Last Best Offer Binding Arbitration)

**OATH FOR
CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR**

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

SS: TRUMBULL

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.



Chairperson, Arbitration Panel or Single Arbitrator

Subscribed and sworn to before me this 10TH day of SEPTEMBER, 2013.



Signature and Title
Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

Trembly Board of Education

-and-

Trembly Educ. Assn.

Subject _____
(Last Best Offer Binding Arbitration)

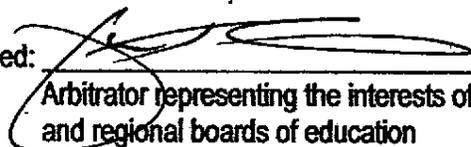
OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND
REGIONAL BOARDS OF EDUCATION

STATE OF CONNECTICUT

COUNTY OF Fairfield

ss: Trembly

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: 
Arbitrator representing the interests of the local and regional boards of education

Subscribed and sworn to before me this 10th day of September, 2013.


Signature and Title
Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

Trumbull Board of Education

-and-

Trumbull Education Association

Subject _____
(Last Best Offer Binding Arbitration)

OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

ss: Trumbull

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: _____

Arbitrator representing the interests of exclusive bargaining representatives of certified employees

Subscribed and sworn to before me this 10th day of September, 2012.

Signature and Title

[Handwritten Signature]
Commissioner of Superior Court

MEMORANDUM

To: Trumbull Board of Education
From: Floyd J. Dugas, Esq.
Re: Teacher Negotiation – Settlement Summary
Date: October 1, 2013

I am happy to report that, in arbitration, a settlement was reached with the teachers. Because the settlement occurred after arbitration was commenced, it is considered a “Stipulated Award.” This means there is no requirement that it be approved by either the Board of Education or the Town Council. It may, however, be rejected by the Town Council by a two-thirds vote, in which case, it will be sent to a second panel of arbitrators. Given that the Stipulated Award is based upon an agreement on all issues, it is extremely likely the second panel will simply confirm the “Award” of the first panel.

The following is a summary of the Award:

1. Duration

Three (3) years – (2014-15 through 2016-17)

2. Wages

- a. 2014-15 2.7% total increase in cost
 including the cost of step movement (2.29%)
- b. 2015-16 2.9% total increase in cost
 including the cost of step movement (2.19%)
- c. 2016-17 2.9% total increase in cost
 including the cost of step movement (2.09%)

d. Stipends (Coaching, Advisor, etc.) increased as follows:

2014-15	1.0%
2015-16	1.25%
2016-17	1.25%

In addition, certain coaching positions moved up Categories, e.g. Head Cheerleader and Lacrosse from Category 5 to 8

3. Insurance

A. Plan Design Changes

	<u>Current</u>	<u>New</u>
Primary Care	\$25	\$30
Specialist	\$25	\$40
Inpatient Hospital	\$200	\$250/\$300/\$350
Emergency	\$100	\$150
Urgent Care	\$50	\$75
Outpatient	\$125	\$150
High Cost Diagnostic	\$0	\$75 MRI/CAT, \$100 PET Capped at \$375/\$400 per person per year
Physical Therapy	\$25	\$25
Rx Retail	\$10/\$25/\$40	\$10/\$30/\$40
Rx Mail Order		2x retail
Out of Network Ded.	\$5,000/\$1,000/\$1,500	No Change
Out of Network OOP Max	\$2,000/\$4,000/\$6,000	No Change
Out of Network Coinsurance	20%	30%

In addition, the parties agree to continue to discuss the feasibility of an HSA Plan.

B. Cost Share Contributions

Current	17.5%
7/1/14	18.5%
7/1/15	19.5%
7/1/16	20.5%

C. Insurance Wavier

Current	\$5,000/\$3,500/\$2,400
7/1/14	\$2,500/\$1,750/\$1,200
7/1/15	\$1,250/\$875/\$600
7/1/16	\$0/\$0/\$0

4. Other

- A. Gradebook – Once trained, all 6-12 grade teachers shall be required to input grades into the “Gradebook” portal.
- B. Management Rights – The Board will get a Management Rights clause which spells out in detail what rights are reserved in Management and not subject to bargaining.

- C. Vacancies – Will be posted on the district’s website and teachers notified via email.
- D. Sabbatical Leave – Deleted from the contract.
- E. Grievance Procedure – Provides slightly more time (10 to 30 days) for the Union to file and process a grievance to the next level (five to ten days).