

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

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5005



AGENDA No. 682

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

DATE: October 3, 2011  
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 regular meeting on Monday, October 3, 2011 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

DISCUSSION ITEMS:

- Trumbull High School Building Committee Update:  
Chairman's Report; Owner's Rep Update; Architect's Update; Construction Manager Update.

- 
1. RESOLUTION TC23-186: To consider and act on the following resolution:  
RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$27.0 MILLION TOWN OF TRUMBULL GENERAL OBLIGATION REFUNDING BONDS, AUTHORIZING COMBINING INTO ONE ISSUE AND MAKING DETERMINATIONS WITH THE REFUNDING BONDS ANY OTHER AUTHORIZED BUT UNISSUED BONDS OF THE TOWN, AUTHORIZING AGREEMENTS FOR THE INVESTMENT OF REFUNDING ESCROW AND ITS REINVESTMENT OVER ITS TERM. (Finance) *(Full Text of Resolution Attached)*
  2. RESOLUTION TC23-187: 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 Administrators Association (TAA) beginning July 1, 2012 and ending June 30, 2015. (Finance)
  3. RESOLUTION TC23-188: To consider and act upon a resolution which would direct the Town Council Finance Committee to research and make a recommendation to the Trumbull Town Council in regards to a personal property tax abatement for senior residents. (Finance)

- VII ADJOURNMENT

COPIES OF THE RESOLUTIONS ATTACHED HERETO

Carl A. Massaro, Jr., Chairman

RESOLUTION

1. RESOLUTION TC23-186: BE IT RESOLVED, THAT RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$27.0 MILLION TOWN OF TRUMBULL GENERAL OBLIGATION REFUNDING BONDS, AUTHORIZING COMBINING INTO ONE ISSUE AND MAKING DETERMINATIONS WITH THE REFUNDING BONDS ANY OTHER AUTHORIZED BUT UNISSUED BONDS OF THE TOWN, AUTHORIZING AGREEMENTS FOR THE INVESTMENT OF REFUNDING ESCROW AND ITS REINVESTMENT OVER ITS TERM IS HEREBY APPROVED.
2. RESOLUTION TC23-187: BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Administrators Association (TAA) beginning July 1, 2012 and ending June 30, 2015 is hereby rejected.
3. RESOLUTION TC23-188: BE IT RESOLVED, that the Town Council Finance Committee is hereby directed to research and make a recommendation to the Trumbull Town Council in regards to a personal property tax abatement for senior residents.

RESOLUTION WITH RESPECT TO THE AUTHORIZATION,  
ISSUANCE AND SALE OF NOT EXCEEDING \$27.0 MILLION  
TOWN OF TRUMBULL GENERAL OBLIGATION  
REFUNDING BONDS, AUTHORIZING COMBINING INTO  
ONE ISSUE AND MAKING DETERMINATIONS WITH THE  
REFUNDING BONDS ANY OTHER AUTHORIZED BUT  
UNISSUED BONDS OF THE TOWN, AUTHORIZING  
AGREEMENTS FOR THE INVESTMENT OF REFUNDING  
ESCROW AND ITS REINVESTMENT OVER ITS TERM

Section 1. \$27.0 Million principal amount of refunding bonds of the Town of Trumbull, or so much thereof as shall be necessary, are hereby authorized to be issued and the proceeds there from appropriated for the purpose of refunding, including advance refunding, all or any portion of the aggregate principal amount of any issue of Town of Trumbull (hereinafter, the "Town") General Obligation Bonds now or hereafter outstanding or hereafter authorized, issued and outstanding, (the "Prior Bonds"), including but not limited to outstanding bonds of the Town's 2005, 2006 and 2007 issues and for the payment of all fees and expenses incurred in connection therewith, including redemption price, legal, fiscal advisor, underwriting, accounting, escrow verification, investment broker, printing, rating agencies, registrar, transfer and paying and escrow agents, printing, and such other costs and expenses, and those necessary, appropriate or customarily incurred in connection with the refunding of bonds.

Section 2. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the First Selectman and Town Treasurer (the "Town Officials"). They shall bear such rate or rates of interest or sold at such price or prices, including discount or premium with respect to par, as shall be determined by the Town Officials pursuant to Section 7-370 of the General Statutes. The bonds and notes shall be general obligations of the Town, and each bond and note shall recite that every requirement of law relating to its issue has been duly complied with, that it is within every debt and other limit prescribed by law, that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon, and will be paid from property taxation to the extent not paid from other sources. The aggregate principal amount of refunding bonds to be issued, the particular issue or portion thereof they shall refund, the annual installments of principal, redemption provisions, if any, the date, time and manner of issue and sale, interest rate on the bonds, designation of registration transfer and paying agent, financial advisor, underwriter, verification agent or other service providers to facilitate the issuance of the bonds and the transactions herein authorized, and other terms, details and particulars of such bonds, and their issuance and the use and investment of proceeds, including issuance premium, if any, shall be determined by the Town Officials in accordance with the General Statutes of the State of Connecticut, as amended, including but not limited to 7-370 et. seq. The refunding bonds authorized herein may be issued in one or more series, at one or more times and from time to

time, provided that, the aggregate principal amount of all such refunding bonds issued shall not exceed \$27.0 Million.

Section 3. The Town Officials are hereby authorized on behalf of the Town to enter into bond purchase contracts for the sale of the bonds, insurance or other credit enhancement contracts, escrow agreements, investment contracts to invest the proceeds of the bonds pending their use for the purposes of the issue, including purchasing open market treasury securities, State and Local Government Series, or any investment permitted by law, to enter into interest rate swap agreements or other agreements and determinations authorized by Section 7-370b and 7-370c, and to execute and deliver such other contracts or certificates necessary or appropriate to consummate the issuance of bonds and transactions herein contemplated, to contract with agents to act on behalf of the Town with respect to any of the foregoing and to apply the proceeds of such bonds for the purposes herein authorized. In connection with agreements to invest the proceeds of the bonds, the Town Officials are specifically authorized to enter into contracts to provide for the investment or reinvestment of amounts held in an advance refunding escrow, including but not limited to agreements to deliver, provide, or receive securities to fund the refunding escrow, or to otherwise facilitate refunding purposes, to purchase securities during the term of the escrow from proceeds derived from maturing escrow securities, including agreements committing to purchase or allow for the purchase of such securities over the term of the escrow, in exchange for payment, and which agreements may be described or are commonly known as escrow float contracts, escrow reinvestment agreements or generally, guaranteed investment contracts. Such agreements and any contract agreement authorized hereunder, may include agreements with and instructions to an escrow agent, or consist of agreements with multiple parties to accomplish its objectives, provisions for delivery and payment of securities or exchanges of cash flow, provisions identifying the type of securities to be delivered, the date, principal amount, maturity date and maturity amount of delivered securities, the timing and amount of exchanged cash flows, if any, default provisions, the preconditions to entering into such agreements, including opinions of counsel, including reasoned opinions addressing the effect of bankruptcy, insolvency, appointment of a conservator or other similar proceedings with respect to any party to such contract, including, but not limited to a party agreeing to provide such securities to the escrow in exchange for payment therefore, or any party to an interest rate swap agreement. The agreements contemplated by this section may consist of more than one agreement entered into with more than one party. Any portion of the payment derived from such contracts may be deposited to the refunding escrow or expended to reduce, directly or indirectly, the amount of bonds required to be issued to refund the Town's Prior Bonds.

Section 4. The Town Officials are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.

Section 5. The Town Officials are authorized to combine with the issue of refunding bonds herein authorized, bonds for any other purpose which the Town has authorized but, as of the issue date of the applicable series of refunding bonds, are unissued, including any bonds authorized subsequent to the date of adoption of this resolution. Solely in connection with such combined issue, the Town Officials in addition to the authority conferred upon them by any bond resolution authorizing the issue of the bonds to be combined into one issue with the refunding bonds, are hereby delegated the authority to enter into contracts of purchase for such bonds and to determine their interest rate, and to exercise with respect to such combined issue of bonds the authority herein conferred.

Section 6. The Town Officials are hereby authorized on behalf of the Town to enter into contracts and to execute and deliver certificates necessary, appropriate or advisable in their determination to consummate the issuance of the bonds and the transactions authorized herein.

Section 7. This Resolution shall remain in full force and effect until repealed by the Town Council.

Section 8. It is hereby found and determined that the issue of all, or a portion of, the Bonds, Notes or other obligations of the Town authorized to be issued herein as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation, is in the public interest. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative available to municipal governments pursuant to HR1, "Making Supplemental Appropriations for Job Preservation and Creation, Infrastructure Investment, Energy Efficiency and Science, Assistance to the Unemployed, and State and Local Fiscal Stabilization, for the Fiscal Year Ending September 30, 2009, and for other purposes" (the "American Recovery and Reinvestment Act of 2009"), or analogous legislation as may be reauthorized, including but not limited to any "tax credit bond," or "Build America Bonds" including Direct Payment and Tax Credit Versions.

TRUMBULL PUBLIC SCHOOLS  
TRUMBULL, CONNECTICUT

Report to the Board of Education  
Regular Meeting – September 20, 2011

Mr. Iassogna

Agenda Item – V-A

Approval-Board of Education/TAA Agreement

A tentative contractual agreement has been reached between the Trumbull Board of Education and the Trumbull Administrators Association (TAA). Negotiations have been ongoing since June with numerous sessions held, including one State coordinated mediation session.

The duration of the contract will be 3 years and covers 21.38 FTE Board funded certified administrators, including Principals, Directors and Coordinators. The new contract will cover the period from July 1, 2012 through June 30, 2015.

The Board's Negotiating Team was chaired by Attorney Floyd Dugas and included Superintendent Ralph Iassogna, Assistant Superintendent Dr. Gary Cialfi, Board Members Loretta Chory and Lisa Labella, and Board of Finance Member Tom Tesoro.

The Committee strongly supports acceptance of this agreement as it believes it to be a fair and reasonable settlement, particularly given the duties and responsibilities of these individuals, the realistic wage adjustments, and the attainment of additional insurance savings.

Although there were numerous issues discussed, only the following major changes were incorporated into the new pact:

1. Wages

(Total 2010-11 salary base of \$2,898,118)

**Total Cost**

2012-13      0%                      =              \$0  
(no step movement)

2013-14 1.75% (+ step) = \$50,717  
(step movement for 1 member not at maximum)

2014-15 2.00% (+ step) = \$58,977  
(step movement for 1 member not at maximum)

## 2. Medical

Effective July 1, 2012, current plan will be replaced with a modified PPO plan (same as the teachers, our other certified unit)

Savings approximately \$10,000

Year 1 15% Co-pay of annual premiums (\$5,827 savings)

Year 2 17.5% Co-pay of annual premiums (\$20,452 savings)

Year 3 18.5% Co-pay of annual premiums (\$14,046 savings)

3. The parties further agreed to minor, non-substantive changes (e.g. dates, deletion of obsolete language, correction of typos) as the Parties may agree to in finalizing the contract.

If the Board approves the Negotiating Team's recommendation and adopts this three-year agreement, the settlement will proceed to the Town Council, which, per State Statute, can reject it within thirty days of receipt by a two-thirds vote of members present.

## Recommendation:

Approve the agreement between the Trumbull Board of Education and the Trumbull Administrators' Association effective July 1, 2012 to June 30, 2015 as modified in this document.

TRUMBULL PUBLIC  
SCHOOLS



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PHONE: 203.452.4301 · FAX : 203.452.4305

RALPH M. IASSOGNA  
SUPERINTENDENT  
EMAIL: superofc@trumbullps.org

September 22, 2011

Mr. Carl Massaro, Chairman  
Town Council, Town Hall  
5866 Main Street  
Trumbull, Connecticut 06611

Dear Mr. Massaro:

At its September 20, 2011 meeting, the Board of Education accepted the recommendation of its Negotiating Team and unanimously approved a new 3-year agreement with the Trumbull Administrators' Association (administrator's bargaining unit). Attached is the agreement and the agenda report for that meeting which provides an overview of the major changes.

Per State Statute, I have filed this agreement with the Town Clerk's office (and Commissioner of Education). As such, pursuant to Sec. 10-153<sup>rd</sup> of the Connecticut General Statutes, the terms of this agreement shall be binding unless the Town Council **rejects** said contract within 30 days of its filing.

Please confirm with my office the date and time when the Council will act on this pact. Attorney Floyd Dugas and members of the Board Negotiating Committee will be present to discuss the agreement and answer any questions.

As always, thank you for your cooperation and assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Ralph'.

Ralph M. Iassogna  
Superintendent

RMI:rc

C: Timothy Herbst, First Selectman  
Sue Burr-Monaco, Town Clerk  
Dan Nelson, Chief of Staff ✓

**AGREEMENT**

**BETWEEN**

**TRUMBULL BOARD OF EDUCATION**

**AND**

**TRUMBULL ADMINISTRATORS'  
ASSOCIATION**

**2012-2015**

**AGREEMENT**

**BETWEEN**

**TRUMBULL BOARD OF EDUCATION**

**AND**

**TRUMBULL ADMINISTRATORS’  
ASSOCIATION**

**PREAMBLE**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of September 2011, by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the TRUMBULL ADMINISTRATORS’ ASSOCIATION (hereinafter referred to as the “Association” or the “TAA”).

## TABLE OF CONTENTS

<b>ARTICLE I</b> .....	1
PURPOSE .....	1
<b>ARTICLE II</b> .....	1
RECOGNITION .....	1
<b>ARTICLE III</b> .....	2
NEGOTIATIONS .....	2
SECTION 1 Negotiation of a Successor Agreement.....	2
<b>ARTICLE IV</b> .....	2
GRIEVANCE PROCEDURE.....	2
SECTION 1 Definition of Grievance .....	2
SECTION 2 Purpose.....	3
SECTION 3 Procedure .....	3
SECTION 4.....	5
SECTION 5 .....	5
<b>ARTICLE V</b> .....	5
SALARIES.....	5
<b>ARTICLE VI</b> .....	6
PAYROLL DEDUCTIONS.....	6
<b>ARTICLE VII</b> .....	7
WELFARE PROVISIONS .....	7
SECTION 1 Group Insurance .....	7
SECTION 2 Internal Revenue Code Section 125.....	8
SECTION 3 Sick Leave.....	8
SECTION 4 Illness or Death in the Family .....	9
SECTION 5 Personal Days.....	9
SECTION 6 Disability Leaves.....	9
SECTION 7 Leave Without Pay.....	12

SECTION 8 Jury Duty .....	12
SECTION 9 Automobile Damage .....	13
SECTION 10 Tuition Reimbursement .....	13
<b>ARTICLE VIII</b> .....	13
CONDITIONS OF EMPLOYMENT .....	13
SECTION 1 Work Year .....	13
SECTION 2 Vacation .....	13
SECTION 3 Paid Holidays .....	14
SECTION 4 Travel Reimbursement.....	15
SECTION 5 Administrative Placement.....	15
SECTION 6 Discipline .....	15
SECTION 7 Vacancies .....	15
<b>ARTICLE IX</b> .....	16
NON-DISCRIMINATION .....	16
<b>ARTICLE X</b> .....	16
RETIREMENT SUPPLEMENT .....	16
<b>ARTICLE XI</b> .....	18
ADMINISTRATOR REDUCTION IN FORCE .....	18
<b>ARTICLE XII</b> .....	20
DURATION OF AGREEMENT .....	20
<b>ARTICLE XIII</b> .....	20
CONTENTS OF THIS AGREEMENT .....	20
<b>APPENDIX A - Wages 2012-13</b> .....	22
<b>APPENDIX B - Wages 2013-14</b> .....	23
<b>APPENDIX C - Wages 2014-15</b> .....	24
<b>SCHEDULE A - INSURANCE SUMMARY</b> .....	25
<b>SCHEDULE B - DENTAL</b> .....	29
<b>SCHEDULE C - LONG TERM DISABILITY</b> .....	31

## ARTICLE I

### PURPOSE

SECTION 1 The Agreement is negotiated under Section 10-153c, d, e, f and g of the Connecticut General Statutes, as amended, in order:

- a) To fix for its term the salaries and other conditions of employment provided herein, and
- b) To encourage and promote 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 Trumbull.

SECTION 2 The Board and the Association accept the provisions of this Agreement as commitments which they will support cooperatively.

SECTION 3 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 4 The Board agrees that it will not unilaterally change the Board's Policies relating to administrators without prior discussion with the appropriate committee of the Association and without due consideration of its views. Nothing herein shall be construed as a waiver of the Board's or Association's rights or obligations as set forth in §10-153f(e) of the Connecticut General Statutes.

## ARTICLE II

### RECOGNITION

SECTION 1 In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Association as the exclusive bargaining representative of all certified professional employees of the board who are not excluded by statute from the purview of bargaining, who are employed by the Board in positions requiring an administrative or supervisory certification, or the

equivalent thereof, and whose administrative or supervisory duties, for the purposes of determining membership in this unit, equal at least fifty percent (50%) of the assigned time of such employee.

SECTION 2 The term "administrator" or "administrators" as used hereafter 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.

### **ARTICLE III** **NEGOTIATIONS**

#### **SECTION 1 Negotiation of a Successor Agreement**

Negotiations for a successor agreement shall be in accordance with Section 10-153d(b) of the General Statutes of Connecticut (as amended) and shall use this Agreement as a point from which to proceed.

#### **SECTION 2 Negotiations of Matters Not Covered by Terms of the Agreement**

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 a contract 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 Definition of Grievance**

a) A grievance is hereby defined as any written complaint by an administrator, a group of administrators or the Association alleging that a provision

of this Agreement has been misapplied or violated or that an administrator or group of administrators has been treated unfairly or inequitably thereunder.

b) A "grievant" is an administrator or group of administrators, as herein defined, or the Association who files a grievance.

c) "Day(s)" shall be defined as calendar days, excluding Saturdays, Sundays and holidays recognized by Board.

## SECTION 2 Purpose

To secure at the lowest possible level, solutions to problems which may arise. The proceedings shall be confidential and as informal as possible.

## SECTION 3 Procedure

Step 1 A grievance filed by an administrator shall be considered in the first instance by conference between the administrator (grievant) and his immediate supervisor. During this conference, the grievant shall have the right to be accompanied by a representative of the Association.

Step 2 If the grievance is not settled within ten (10) days after Step 1 conference, the grievant may request a conference with the Superintendent. Such request for conference shall be made in writing and shall state the nature of the grievance, including the Article and Section of this Agreement alleged to have been violated, if applicable. The request must be delivered to the Superintendent within ten (10) days after the Step 1 conference, and the Superintendent or his designee shall meet with the grievant within ten (10) days following receipt of the request. At this Step 2 conference, the grievant shall have the right to be accompanied by a representative of the Association and to present oral and written statements or arguments or the grievant shall have the right to be accompanied by legal counsel in the case of purported violations of criminal statutes or claims involving moral turpitude. The Superintendent or his designee shall answer the grievance in writing within fifteen (15) days following receipt of the request.

Step 3 If the grievance is not settled in Step 2, the grievant may request a hearing before the Board of Education, but such request must be received by the Superintendent within five (5) days after receipt of the Superintendent's answer. Such request must be made in writing and must state the grievance in the same manner as the Step 2 request. The Board of Education, or a delegation of Board members, shall meet with the grievant within fifteen (15) days following receipt of this Step 3 request. At said meeting, the grievant shall have the right to be represented by legal counsel of his choice, as well as by a representative of the Association as set forth in Section 5(a), and to present oral

and written statements or arguments and to call witnesses. The Superintendent shall also have the right to be represented by legal counsel and to present oral and written statements or arguments and to call witnesses. The Board of Education shall answer the grievance within ten (10) days after the conclusion of the Step 3 meeting.

Step 4 If the grievant is not satisfied with the Board's answer and if the Association feels that the grievance is meritorious, it may request that the grievance be submitted to the American Arbitration Association or other mutually agreed upon impartial arbitrator for arbitration, but if it elects to do so it must comply fully with the terms and conditions set forth below:

1. It shall have no more than five (5) days following the expiration of the period for the Step 3 Board response within which to submit the Grievance to arbitration.
2. The submission must be in writing and mailed, by certified mail, return receipt requested, to the American Arbitration Association in Hartford within the five (5) day submission period set forth herein. A copy of the submission must be provided simultaneously to the Superintendent.
3. The Arbitrator shall be selected in accordance with the Voluntary Labor Association Rules of the American Arbitration Association, which shall also govern the conduct of the hearing.
4. The grievance, to be arbitrable, must be the same grievance submitted to the Superintendent at Step 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.
5. 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 the authority or power to add to, delete from, expand or modify in any way any provision expressed in this agreement.
6. The arbitrator's fee shall be borne equally by both parties.
7. 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.
8. The arbitration hearing shall be held in private.

## SECTION 4

a) Grievances involving an individual administrator must be filed within ten (10) days after the event giving rise to the grievance, and must be processed by the administrator filing the grievance. Grievances involving more than one (1) administrator or the Association as an entity shall only be filed and processed by the Association.

b) Grievances filed by the Association shall be filed directly with the Superintendent at Step 2 and shall be submitted to him in writing, setting forth the Article and Section of this Agreement allegedly violated, if applicable, within ten (10) days after the event giving rise to the grievance. Thereafter, the grievance shall be processed in accordance with the remaining provisions of Steps 2-4 in Section 3 of the article.

## SECTION 5

a) The grievant may be represented before the Board and in arbitration proceedings either by the Association or by legal counsel or both. However, if the grievant is represented by legal counsel only, the Association shall have the right to be present and to state its views relative to the grievance.

b) All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent files of the grievant, unless, of course, they are already a part of an administrator's personnel file.

## **ARTICLE V**

### SALARIES

a) Salary rates payable to administrators for 2012-13 are set forth in Appendix A, attached hereto.

b) Salary rates payable to administrators for 2013-14 are set forth in Appendix B, attached hereto.

c) Salary rates payable to administrators for 2014-15 are set forth in Appendix C, attached hereto.

## ARTICLE VI

### PAYROLL DEDUCTIONS

SECTION 1 The Board agrees to deduct from the salary of each administrator, who voluntarily submits to the Board written authorization to do so, monies for one or any number of the following:

a) Dues or service fee for Trumbull Education Association, Connecticut Education Association, National Education Association, Trumbull Administrators' Association, Connecticut Association of Schools, New England League of Middle Schools, and National Association of Secondary School Principals

b) Franklin Life Insurance

c) Washington National Insurance

d) Tax Sheltered Annuity Plan

e) United Fund

f) Waterbury Teachers' Credit Union and/or Trumbull Municipal Employees Credit Union

g) U.S. Savings Bonds

SECTION 2 All administrators employed by the Board shall, as a condition of continued employment, join the TAA or pay directly to the Association a service fee equal in amount to the membership dues of the TAA.

a) Membership Dues

All administrators 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 TAA. The Board agrees to deduct such dues from the salaries of each of its administrators who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such administrator shall notify the Association in writing in the month of August of any year. If said notice is timely delivered, it shall mean that in the following school year said administrators shall pay the service fee described above directly to the TAA.

b) Service Fee

For those administrators who have not joined the Association and delivered said authorization card by October first of the first year of this Agreement, the Board agrees to deduct the annual service fee, equal in amount to

the TAA dues from their salaries through payroll. The amount of said service fee shall be certified by the Association to the Board and said amount shall be presented to the Personnel Office by August 1 of each school year.

c) 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 an administrator pursuant to this Article.

SECTION 3 Each administrator shall have the right to revise his/her authorization as circumstances dictate.

## ARTICLE VII

### WELFARE PROVISIONS

#### SECTION 1 Group Insurance

a.1) The Board shall provide health insurance in accordance with Schedule A attached hereto.

a.2) Effective July 1, 2012, administrators shall make a 15% employee co-pay contribution. Effective July 1, 2013, a 17.5% co-pay contribution of the annual insurance premium based on the then applicable COBRA rates. Effective July 1, 2014, a 18.5% co-pay contribution of the annual insurance premium will be implemented, based on the then applicable COBRA rates.

a.3) The co-pay dental plan administered by Delta Dental or its equivalent in accordance with Schedule B attached hereto will be in effect July 1, 2012.

a.4) The Board shall provide life insurance in the amount of \$225,000 (individual membership only).

b) The Board agrees to provide the long term disability policy (individual membership only) as currently provided (2011-12) for the life of this Agreement. (See Schedule C attached hereto)

c) The Board may substitute for said insurances any plan by that or any other carrier which offers benefits equal to or better than those offered by said insurance carrier.

d) The Board shall bear the entire premium cost required to provide the administrator with whatever group insurance benefits he/she elects, except as may be set forth in this Agreement.

e) Participation in the group insurance plans shall be voluntary. Administrators who do not signify their desire to participate in said plan on forms provided by the Board shall not be eligible for benefits under said plan.

e.1) As long as the employee medical plan is fully pooled and/or community rated, an administrator 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, an administrator 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 equal installments, October and February.

e.2) If an administrator 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.)

f) Eligibility for and the amount of benefits to be paid pursuant to any of the policies purchased in accordance with the provisions of this Section 1 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.

g) The Board shall notify an administrator of any change in said administrator's insurance coverage or status when the Board receives such notice from the insurance carrier. Administrators shall notify the Board promptly of any change in their personal status which has an effect upon their status or coverage under the insurance plans provided by the Board in accordance with paragraph a) hereof.

## SECTION 2 Internal Revenue Code Section 125

The Board shall adopt an Internal Revenue Code Section 125 pre-tax medical expense account for the limited purpose of allowing employees to pay for any incurred medical expense. Such election shall be optional for the employee.

## SECTION 3 Sick Leave

a) Sick leave shall be granted at the rate of eighteen (18) days per year for twelve-month administrators, and at the rate of sixteen and one-half (16½) days

for eleven month administrators. Sick leave may be accumulated as follows: 227 days for administrators earning 25 vacation days; 222 days for administrators earning 20 vacation days; and 205 days for eleven-month administrators.

b) Notwithstanding the provisions contained in Section 3a) of this Article VII, if any administrator should be injured by an attack or assault during the course of and arising out of said administrator's employment and such injury causes absence from his/her employment and renders him/her eligible for Workers' Compensation, the Board shall pay said administrator his/her full salary less Workers' Compensation during said absence and said period of absence shall not be charged against sick days set forth in paragraph a) above.

#### SECTION 4 Illness or Death in the Family

For illness or death in the immediate family (mother, father, spouse, mother-in-law, father-in-law, sister, brother, child) an administrator may be absent for a maximum period of five (5) work days per year (non-cumulative) without salary deduction. For illness or death involving persons in categories not specified above and residing in the administrator's home, absences may be allowed at the discretion of the Superintendent up to a maximum of two (2) working days per year (non-cumulative) without salary deduction.

#### SECTION 5 Personal Days

Personal leave days, including religious observances, shall be allowed up to a maximum of five (5) workdays per year (non-cumulative). Additional days may be allowed at the discretion of the Superintendent.

#### SECTION 6 Disability Leaves

a) Compensable Illness or Injury Any administrator who is disabled as a result of a physical condition, illness or injury for which he/she is eligible to receive Workers' Compensation Benefits shall be eligible for the sick leave benefits set forth in Section 3 hereof on a pro rata basis for the period of such disability or until his/her accrued sick leave has been exhausted, whichever occurs sooner. The amount of sick leave to be charged against the administrator's accumulated sick leave and the amount of sick leave pay to be paid to the administrator on a per diem basis will be determined by the ratio of the difference between the regular per diem salary rate (calculated as of his/her last day of work prior to his/her absence) and the amount he/she receives in per diem compensation benefits to his/her total regular per diem salary rate, so that the per diem Workers'

Compensation benefit and the pro-rated per diem sick leave benefit, when added together, give the administrator a total daily compensation equal to his/her regular per diem salary rate calculated as of his/her last day worked.

b) Non-Compensable Illness or Injury

1. Application of Sick Leave Benefits Any administrator who is disabled as a result of a physical condition, illness or injury for which he/she is not eligible for compensation under Workers' Compensation laws of the State of Connecticut, shall be eligible for the sick leave benefits set forth in Section 3 hereof for the period of such disability or until his/her accumulated sick leave has been exhausted, whichever occurs sooner.

2. Verification of Disability

i) In any case of absence where an administrator applies for sick leave benefits because of a physical condition, illness or injury causing disability, the administrator shall supply the Board with his/her physician's statement attesting to the nature of the disability and the expected length of the period of disability. Such statements shall be in addition to the notice required pursuant to paragraph b) 3 below and shall be submitted to the Board as close as possible in time to the beginning of the period of disability and shall be based upon a physical examination of the administrator by his/her physician at a time not remote from the beginning of the period of disability.

ii) The Board 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 administrator applying for such benefits shall cooperate with the Board in making such determination, including, but not limited to, allowing the physician appointed by the Board and competent in the medical area, to consult with the administrator's own physician and to review whatever records, documents, charts, notes, data or other material relating to the condition, illness or injury giving rise to the disability, but under no circumstances shall the administrator be required to submit to a physical examination by a doctor other than one of his/her own choice.

3. Notification Any administrator who is disabled or who anticipates being disabled shall notify the board of his/her disability or anticipated disability and the expected duration of his/her absence from school resulting therefrom 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:

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

ii) If the disability is one that can be anticipated (i.e., due to pregnancy or medical treatment, such as an operation which is scheduled in advance), the administrator shall notify the Superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the administrator has learned of the event which will give rise to the disability. Thereafter, the administrator will keep the Superintendent apprised promptly as to changes in status or anticipated duration of the disability.

iii) In any case where an administrator is absent as a result of a disability, the administrator 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 of his/her intentions relating to his/her return to work in writing prior to the termination of his/her disability 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 administrator to active employment. In such cases, the administrator's failure to act shall be deemed to be a resignation.

iv) Any notification referred to above shall be in writing.

#### 4. Return to Work After Period of Disability Has Ended

All administrators absent as a result of a disability shall return to work within a reasonable period after the end of their disability provided that:

i) If the administrator 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 administrator's request to do so for a reasonable period of time, and the Board shall not unreasonably withhold a request by an administrator 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.

ii) In all cases of absence due to disability, the administrator shall, prior to returning to work, submit to the Superintendent a written statement of the administrator's physician attesting to the fact that the disability has terminated and the administrator is fit to return to work. The Board shall have the right to verify such statement in the same manner as provided in subsection b, paragraph 2 (ii) above.

5. Nothing herein shall require the Board to pay "sick leave" benefits to any administrator beyond his/her period of disability, regardless of the length of his/her period of absence; nor shall these provisions be construed so as to permit a disabled administrator 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.

6. In the event the law with respect to any employer's obligation to apply disability insurance or sick leave benefits, or both, to employees who are absent for pregnancy-related reasons is changed during the life of this Agreement so as to remove or change the employer's obligation to extend such benefits to such employees, then the Board's obligation to apply sick leave benefits to such employees pursuant to paragraph (b) above shall terminate and the Board and the Association shall meet to discuss the manner in which the Board shall handle maternity cases thereafter.

#### SECTION 7 Leave Without Pay

The Board may in its discretion grant leave without pay to any administrator for a period not to exceed one (1) academic year so that he/she may avail himself/herself of opportunities for study, other professional growth or for personal reasons provided, however, that no increments or other benefits shall accrue during the leave period.

#### SECTION 8 Jury Duty

An administrator 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. In lieu of his/her regular pay for the day, such administrator 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 administrator shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty. The provision shall not be applicable where administrators volunteer for jury duty.

## SECTION 9 Automobile Damage

The Board will reimburse each administrator up to a maximum of \$200 (or whatever lesser amount is provided as a deductible on the Administrator's personal automobile insurance policy) for damage to their automobile caused by vandalism while the automobile was parked on school property, or was in use for assigned school business away from the school, if the administrator can establish by clear and convincing evidence to the satisfaction of the Board that the act of vandalism was done in retribution for disciplinary action taken by the school.

## SECTION 10 Tuition Reimbursement

The Board shall provide a total sum of \$2,000 per school year from which Administrators may be reimbursed for tuition costs up to fifteen (15) semester hours (3 credit) courses. Course approval and eligibility for reimbursement for these courses shall be determined by the Superintendent and/or his/her designee.

## **ARTICLE VIII**

### CONDITIONS OF EMPLOYMENT

#### SECTION 1 Work Year

“Twelve Month Administrators” will work 222/227 days, the actual number of work days varying as a result of their vacation entitlement.

“Eleven Month Administrators” will work the following:

Coordinator of Preschool, Coordinator of Athletics and Dean of Students – 218 (teacher work year plus 32 days).

Elementary School Assistant Principals – 206 days (teacher work year plus 20 days)

#### SECTION 2 Vacation

a) Twelve month administrators at the top step of their salary schedule will receive twenty-five (25) days of vacation annually without loss of pay. All other twelve-month administrators will receive twenty (20) days of vacation annually without loss of pay.

b) Vacations may not be accumulated from year to year, except as set forth in paragraph (c) below. No administrator may take a vacation until

subsequent to the July 1st immediately following the effective date of his/her appointment to an administrative position. Thereafter, vacations must be taken during the fiscal year (July 1-June 30) at times acceptable to the Superintendent who shall make said determination in accordance with reasonable needs of the district.

c) When an administrator at the request of the Superintendent is required to relinquish all or part of his/her vacation for reasons of promotion, absence of an assistant, move to another building or similar reasons, then that portion of the vacation so relinquished shall be allowed to accrue to the next fiscal year. All vacation time shall be taken only after the approval of the Superintendent of Schools. In the event that all vacation time allowed to be accrued to the following year cannot be used, a maximum of one (1) week of pay at the administrator's then current rate shall be granted in lieu thereof after the approval of the Superintendent.

### SECTION 3 Paid Holidays

Twelve-month administrators shall have the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
Lincoln's Birthday	(February 12)
Washington's Birthday	(Third Monday in February)
Good Friday	
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Columbus Day	(Second Monday in October)
Yom Kippur	(If school is not in session)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in Nov.)
*Day After Thanksgiving	(Fourth Friday in Nov.)
Christmas	(December 25) If this holiday falls on a Saturday, the following Monday shall be designated as the paid holiday.

\*Except when specific needs are required as determined by the Superintendent, who shall give one week's notice to administrators in advance of Thanksgiving. If the day is not taken as a holiday by direction of the

Superintendent, the administrator shall be granted another day as a holiday in lieu of the Day after Thanksgiving. Whenever any of the above days not designated to occur on Monday fall upon a Sunday, and will be legally observed on the following Monday, then it will be recognized as a holiday.

#### SECTION 4 Travel Reimbursement

Administrators shall be reimbursed for all reasonable expenses incurred through attendance at in-town and out-of-town professional and work-related activities as set forth in the Board's administrative regulations. The administrators shall be reimbursed for the use of their automobiles 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 July 1 of the ensuing school year shall be paid for the entire school year, and any adjustments by the IRS during that year shall not be implemented until the following July.

#### SECTION 5 Administrative Placement

The placement of administrators within the school system is at the sole discretion of the Superintendent of Schools and the Board of Education. The setting of an administrator's salary and/or specific category placement shall be jointly discussed by the Superintendent and his/her designee and the President of the Association prior to the opening of any administrative position; however, the final decision as to salary and placement shall be with the Superintendent or his/her designee, except that any administrator placed in a new administrative position shall not make more than the highest person in that category.

#### SECTION 6 Discipline

No administrator shall be reprimanded, disciplined, suspended, demoted or reduced in status without just cause.

#### SECTION 7 Vacancies

All vacancies for new or vacant administrative positions contained on the administrative salary schedule shall be published in all schools for at least ten days and ordinarily thirty days in advance, except in emergency or acting appointments. Temporary or acting appointments of administrators to such positions shall not exceed ninety days except by mutual consent of the Board and

the Association. Requirements, such as statement of qualifications and job description, shall be part of this posting. When, if qualifications and attainments of two or more applicants are considered equal as determined by the Superintendent, preference will be given to members of the administrative staff.

## ARTICLE IX

### NON-DISCRIMINATION

Neither party to this Agreement shall discriminate against any administrator in accordance with applicable state and federal laws.

## ARTICLE X

### RETIREMENT SUPPLEMENT

The Board shall provide to eligible administrators a retirement supplement plan in accordance with the following criteria:

#### 1. Eligibility

a) An administrator must be eligible for retirement, other than disability retirement, under the Connecticut Teachers' Retirement System according to Chapter 167a of the General Statutes of Connecticut as amended.

b) Except for administrators employed prior to July 1, 2008, an administrator must have a minimum of fifteen years of service in the Trumbull Public Schools and must be at least fifty-five (55) years of age.

c) An administrator must retire from public education in Connecticut exclusive of substitute teaching as limited by the Connecticut Teachers' Retirement System.

#### 2. Notification of Intent

Notice of an administrator's intention to retire under this plan shall be filed on the prescribed Application for Administrator's Retirement Supplement Program form, normally at least two months prior to one's last day of employment.

### 3. Retirement Payment

Any administrator who meets the eligibility requirement of ten (10) years of service and fifty (50) years of age and is employed on or before June 30, 2008 will receive a maximum payment of \$40,000 upon retirement as described below. Any newly hired administrator or administrator covered by the terms of this Agreement, employed as of July 1, 2008 or at any time subsequent to that date, who meets the eligibility requirements described in paragraph 1 above, Eligibility, shall receive a maximum payment of \$20,000 upon retirement.

### 4. Method of Payment

a) Four to ten annual payments at the option of the retiree as designated by him/her on the prescribed Application for Administrator's Retirement Supplement Program and Agreement for Administrator's Retirement Supplement Program form.

b) First annual payment commences in July following retirement or the ensuing January of the school year after retirement, at the option of the retiree.

### 5. Survivorship Payment

The remaining payments go to designated beneficiary in case of death. Such beneficiary shall be noted on the prescribed Survivorship Designation form at the time an individual files for retirement. Should the beneficiary desire to adjust method and/or receipt of payment to alternatives listed in the prescribed Application for Administrators' Retirement Program form, he/she shall be granted such option.

### 6. Group Insurance

a) An administrator who retires early pursuant to this Article shall be eligible to continue participation in the district group medical hospitalization insurance plan until age 65 as permitted by the terms of the policy with the insurance carrier. It is the responsibility of the administrator to make arrangements with the school business office to pay to the school district the quarterly premium amounts due in advance and on such date as determined by the school district. There will be no contribution by the Board toward any administrators annual premium cost.

b) An administrator who retires pursuant to this Article shall be eligible to continue participating in the life insurance provided pursuant to Article VII, Section a.4) at his/her expense, subject to the insurance carrier's approval.

#### 7. Duration of Program

The duration of the program described herein shall be limited to the period from July 1, 2012 and including June 30, 2015.

### ARTICLE XI

#### ADMINISTRATOR REDUCTION IN FORCE

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum and the number of administrative employees. If, in the Board's judgment, it is necessary to reduce the administrative staff in areas covered by this collective bargaining agreement, identification of the administrator(s) to be reduced shall be made in accordance with the procedures set forth below.

First, the Board shall determine the number of positions to be eliminated and identify the administrative category in which the eliminations will take place. Within any administrative category, performance and certification, as determined by the Superintendent of Schools, shall prevail in identifying administrators for reduction. In the event there is not a significant difference in the performance and certification between one administrator and another, then seniority shall prevail.

In order to promote an orderly reduction in administrative personnel, the following more specific procedures will be used to identify the administrators to be affected by the staff reduction:

1. Any administrator relieved of his/her duties because of a reduction in staff shall be offered a vacant administrative opening in his/her particular administrative category for which he/she is both qualified and certified as determined by the Superintendent of Schools.

2. If an administrator is relieved of his/her duties because of reduction in staff and there is no vacant administrative opening in his/her particular administrative category for which he/she is both qualified and certified, he/she will be offered the positions of an administrator who has the least seniority in the same

category, provided the more senior administrator is determined by the Superintendent of Schools to have similar qualifications and certification to displace the least senior administrator in the same category. In the event there is no administrator with less seniority in said category, the relieved administrator with less seniority in said category, the relieve administrator may replace an administrator with less seniority in the next lower category according to the above procedure. This procedure will continue until either the relieved administrator is placed in some lower category or is placed on the recall list. Notwithstanding the above provisions, no administrator who is first hired or employed by the Board subsequent to the inception date of this contract shall be eligible to displace any administrator in the lower category who was first hired or employed by the Board prior to the inception date of this contract.

3.a. Administrators who, as a result of reduction in force, will be placed on the administrator's recall list for a period of one (1) year, commencing with the effective date of their layoff. It is agreed that qualifications and certification, as determined by the Superintendent of Schools, shall govern recall rights.

3.b. The Superintendent will notify the administrator of a vacancy by registered mail to the last address in central office records with a copy to the president of the Association. The administrator shall lose his/her recall rights if (1) the administrator voluntarily resigns, (2) if the administrator does not report within 15 days of receipt of notice, (3) the administrator does not return to an available full-time position within the period of twelve (12) months or (4) the administrator refused a position for which the Superintendent deems the administrator to be certified and qualified. An administrator not recalled prior to expiration of recall shall have no remaining rights under this contract.

In the event there is no significant difference in qualifications and certifications between one administrator and another, then seniority shall determine recall rights.

4. Classifications as mentioned in this article shall be defined according to the hierarchy as set forth in Appendix A.

5. It is agreed that all terminations shall be affected in accordance with the applicable provisions of the Connecticut Teacher Dismissal Law (#10-151).

6. As defined in this article, seniority shall mean unbroken employment with the Trumbull Board of Education as an administrator. The effective date of employment shall be determined by the appointment date contained in an administrator's letter of appointment or contract. An administrator's seniority shall continue to accrue while on the recall list.

7. The administrator while on the recall list shall not forfeit his/her sick leave; however, no compensation or other benefits shall be available to an administrator on the recall list.

8. Administrative Impact – All Central Office certified administrators employed by the Trumbull Board of Education, who are covered by the provisions of the Teacher Fair Dismissal (Tenure) Law and who are relieved of their duties as a result of a reduction in force, shall have rights to displace administrators covered by this Agreement in positions where said Central Office Administrators are qualified, certified, have experience in a specific category and hold seniority (as defined by the Appendices) 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 administrative bargaining unit. This provision is intended to be consistent with the decision in Connecticut Education Association vs. State Board of Labor Relations, 5 CONN. APP. 253 (1985).

## **ARTICLE XII**

### **DURATION OF AGREEMENT**

The term of this Agreement shall be July 1, 2012 to June 30, 2015. If no successor agreement is signed by July 1, 2015, this Agreement shall continue in effect until such successor agreement is signed.

## **ARTICLE XIII**

### **CONTENTS OF THIS AGREEMENT**

The Appendices attached hereto setting forth categories and wage rates shall constitute a part of this Agreement.

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 ADMINISTRATORS  
ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

September , 2011

September , 2011

APPENDIX A  
YEAR: 2012-2013

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	141,515	145,890	150,403	155,055	159,854
II	PRINCIPALS – MIDDLE AND ELEMENTARY	131,108	135,163	139,344	143,655	148,096
III	DIRECTORS – PPS; AGRISCIENCE; AND CONTINUING EDUCATION	125,906	129,801	133,815	137,952	142,222
IV	HOUSE PRINCIPAL	124,273	127,699	131,232	134,875	138,629
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL & COORDINATOR OF SPECIAL EDUCATION	122,686	126,063	129,545	133,135	136,837
VI	COORDINATORS – PRESCHOOL; ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	119,525	123,437	127,031	130,964	134,974
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR)	113,006	116,501	120,103	123,821	127,613

DOCTORATE STIPEND .....\$1,250

SEVENTH YEAR DEGREE .....\$750

APPENDIX B  
YEAR: 2013-2014

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	143,992	148,443	153,035	157,768	162,651
II	PRINCIPALS – MIDDLE AND ELEMENTARY	133,402	137,528	141,783	146,169	150,688
III	DIRECTORS – PPS; AGRISCIENCE; AND CONTINUING EDUCATION	128,109	132,073	136,157	140,366	144,711
IV	HOUSE PRINCIPAL	126,448	129,934	133,529	137,235	141,055
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL & COORDINATOR OF SPECIAL EDUCATION	124,833	128,269	131,812	135,465	139,232
VI	COORDINATORS – PRESCHOOL; ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	121,617	125,597	129,254	133,256	137,336
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR)	114,984	118,540	122,205	125,988	129,846

DOCTORATE STIPEND .....\$1,250

SEVENTH YEAR DEGREE.....\$750

APPENDIX C  
YEAR: 2014-2015

<u>CATEGORY</u>	<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
I	PRINCIPAL – TRUMBULL HIGH SCHOOL; DIRECTOR OF CURRICULUM, INSTRUCTION, AND ASSESSMENT	146,871	151,412	156,096	160,924	165,904
II	PRINCIPALS – MIDDLE AND ELEMENTARY	136,070	140,279	144,618	149,092	153,701
III	DIRECTORS – PPS; AGRISCIENCE; AND CONTINUING EDUCATION	130,672	134,714	138,880	143,173	147,605
IV	HOUSE PRINCIPAL	128,977	132,532	136,199	139,980	143,876
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL & COORDINATOR OF SPECIAL EDUCATION	127,330	130,834	134,448	138,174	142,016
VI	COORDINATORS – PRESCHOOL; ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	124,049	128,109	131,839	135,921	140,083
VII	ELEMENTARY SCHOOL ASSISTANT PRINCIPAL (206 DAY WORK YEAR)	117,283	120,911	124,649	128,508	132,443

DOCTORATE STIPEND .....\$1,250

SEVENTH YEAR DEGREE.....\$750

**TRUMBULL PUBLIC SCHOOLS ADMINISTRATORS HEALTH PLAN SUMMARY  
PREFERRED PROVIDER ORGANIZATION (PPO) PLAN**

Preferred provider organization (PPO) plan.

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Office Visit (OV) Copayment	\$25 per visit	Deductible & Coinsurance
Hospital (HSP) Copayment	\$175 per admission * Effective 7/1/13 \$200 per admission	Deductible & Coinsurance
Urgent Care (UR) Copayment- processed as out of network ER	\$50	Not covered
Emergency Room (ER) Copayment – waived if admitted	\$100 copay	\$75
Emergency Office Visit	\$25	Deductible & Coinsurance
Outpatient Surgery (OS) Copayment	\$100 copay * Effective 7/1/13 \$125 copay	Deductible & Coinsurance
Calendar Year Deductible (individual/2-member family/3+ member family)	Not Applicable	\$500/\$1,000/\$1,500
Coinsurance		20% after deductible up to
Coinsurance Maximum (individual/2-member family/3+ member family)		\$1,000/\$2,000/\$3,000
Cost Share Maximum (individual/2-member family/3+member family)		\$1,500/\$3,000/\$4,500
Lifetime Maximum		\$1,000,000
	Unlimited	

**PREVENTIVE CARE**

Well child care	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations	No Copayment	
Routine OB/GYN visits	No Copayment	
Mammography	No Charge	
Hearing screening	\$25 Copayment	
Routine Eye Exam	\$25 Copayment	

**MEDICAL CARE**

Office visits	\$25 Copayment	Deductible & Coinsurance
Outpatient mental health & substance abuse – prior authorization required	\$25 Copayment	
OB/GYN care	\$25 Copayment	
Maternity care – initial visit subject to copayment, no charge thereafter	\$25 Copayment	
Diagnostic lab and x-ray	No Charge	
Acupuncture – with a licensed provider	\$25 Copayment	
High-cost outpatient diagnostic – prior authorization required The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	No Copayment per service	
Allergy services Office visits/testing Injections—Unlimited	\$25 Copayment No Copayment	

**HOSPITAL CARE – Prior authorization required**

Semi-private room (General/Medical/Surgical/Maternity)	\$175 Copayment * Effective 7/1/13 \$200 Copayment	Deductible & Coinsurance
Inpatient mental health & substance abuse	\$175 Copayment * Effective 7/1/13 \$200 Copayment	
Skilled nursing facility – up to 120 days per calendar year	\$175 Copayment * Effective 7/1/13 \$200 Copayment	
Rehabilitative services – up to 60 days per person per calendar year	No Charge	
Outpatient surgery – in a hospital or surgi-center	\$100 Copayment * Effective 7/1/13 \$125 Copayment	

**MANAGED RX, 3 TIER**

**\$10 COPAYMENT GENERIC DRUGS**  
**\$25 COPAYMENT LISTED BRAND-NAME DRUGS**  
**\$40 COPAYMENT NON-LISTED BRAND-NAME DRUGS**

*Unlimited Annual Maximum*

*Generic Drugs Have the Lowest Copayment*

		<i>Your copayment:</i>
<b>Tier 1: Generic drugs</b>	The term "generic" refers to a prescription drug that is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
<b>Tier 2: Listed brand-name drugs</b>	The term "listed brand-name" refers to a brand-name prescription drug that is on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 2 copayment applies.	\$25
<b>Tier 3: Non-listed brand-name drugs</b>	The term "non-listed brand-name" refers to a brand-name prescription drug that is not on Anthem Blue Cross and Blue Shield's list of preferred prescription drugs. Tier 3 copayment applies.	\$40
<b>Mail Service</b>	One copayment per 30-90...	2x retail copayment
<b>Annual Maximum</b>	Per member per calendar year	Unlimited

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

## SCHEDULE B - DENTAL



**Trumbull Public Schools – Group 4222**  
 Delta Dental PPO plus Premier - Point of Service Program  
 Custodians 0011, Secretaries 0018, Teachers 0026 & 0269,  
 CLIU Support 0020, CLIU Supervisors 0021, Non-Affiliates 0019  
 (Administrators 0013 – Effective 7/1/08)

Type of Service	Plan Pays	Limitations
<b>PREVENTIVE: (No Deductible)</b>		
Fluoride Treatment	80%	Under age 19, 2 per calendar year
Oral Exam	80%	2 per calendar year
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%	
Bitewings (2 x-rays)	80%	Once per calendar year
Panorex /Full mouth (4 bitewings and a panorex equals a full mouth)	80%	Once in 36 months
<b>BASIC: (No Deductible)</b>		
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 – Alveol/osteitis**	50%	
Gingival**	50%	
Impactions (unerupted tooth/soft tissue or body)	50%	
Periodontics (non-surgical)**	50%	** \$500 combined yearly max
Pulpotomy	80%	
Root Canal	80%	
<b>MAJOR: (No Deductible)</b>		
Crowns	50%	Time limit: 5 year replacement
Post and core	50%	
Crowns-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%	
Prostodontics (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
Space Maintainer (child only when perm tooth not in yet and need to maintain space)	50%	Not part of a bridge
TMJ Appliance	Not Covered	
<b>ORTHODONTIA:</b>	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 OK (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](http://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.

**Point of Service Program  
Delta Dental PPO plus Premier**

**In Network**

Dentist

- Agrees to accept Delta's approved fees
- Agrees to file claim directly with Delta
- Receives claim payment directly from Delta

Employee

- Cannot be balance billed (billed for charges above approved Delta fees)
- Does not file claim
- No payment to dentist other than deductible/coinsurance

**Out of Network**

Dentist

- Does not agree to Delta fee levels
- Can charge any amount
- Is not required to file claim for patient
- Does not receive payment directly from Delta

Employee

- Must pay difference between Dentist charge and Delta's allowed fees
- May be required to submit claim
- Is responsible for payment to dentist

**Summary:** Any dentist may be used, however, benefits are maximized and paperwork is reduced if in network providers are utilized. Delta Dental Preferred (PPO) dentists have agreed to Delta's lowest possible fees.

## SCHEDULE C - LONG TERM DISABILITY

### Trumbull Board of Education / Guardian's LTD Schedule

**Monthly Benefit Payable:**

The monthly benefit refers to the percent of earnings and maximum benefit allowed. This contract pays 60% of a covered person's monthly income up to a maximum monthly benefit of \$8,500.

**Duration of Benefits:**

If an employee becomes disabled before the age of 60, this duration continues payment of benefits until the employee reaches the normal Social Security retirement age. The normal Social Security retirement age ranges from 65 to 67.

Employee's Year of Birth	Social Security Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

**Elimination Period:**

The elimination period is the length of time a covered person must be disabled before qualifying for LTD benefits. Under this contract it is 180 Days.

**Definition of Disability:**

Under this definition, the employee is only required to be disabled from his or her own occupation and unable to earn more than 80% of his or her insured earnings throughout the elimination period, and for the first five years of benefit payments. At the five-year point in the life of the claim, the requirements for disability change. From then on, the employee must be unable to perform, on a full-time basis, the major duties of any gainful work and unable to earn more than 80% of his or her insured earnings. (Refers to gainful work an employee could become qualified for with training.

Pre-Existing Condition Limitation:

A pre-existing condition is a sickness or injury, including all related conditions and complications, for which an employee saw a doctor, took medicine, or received other medical care or treatment during the three (3) months (called the "lookback" period) prior to his or her effective date. The LTD contract includes a pre-existing condition provision to protect Guardian from liability for disabilities caused by conditions that existed prior to an employee's effective date.

Survivor Benefit:

Under the Survivor Benefit, benefits are payable following the covered employee's death. To be eligible for this benefit, an employee must have been disabled for at least six months before his or her death.

The Survivor Benefit is based on the employee's last full net monthly benefit and is paid as one lump sum. The lump sum Survivor Benefit is equivalent to three months of LTD benefits.

Benefits are payable to the eligible surviving spouse or dependent children unless it is specifically requested or state mandated that the benefit be payable to the deceased employee's estate.

COLA Benefit:

COLA, the Cost of Living Adjustment benefit, is a feature designed to prevent the erosion of the LTD benefit due to inflation. COLA works by increasing an employee's net monthly benefit annually by a specified percentage. The first COLA adjustment is made on the July 1st following 12 months of disability payments and annually thereafter. The numbers of adjustments on COLA are unlimited and they are set at 3% fixed.

LTD benefits are subject to the benefit maximum before COLA adjustments are made. Therefore, it is possible that once the COLA benefit is applied, an employee's monthly LTD benefit may exceed the plan's benefit maximum.

Monthly benefit increases of 3% (fixed), unlimited adjustments

Rehabilitation Services:

With the mandatory rehabilitation benefit, case management starts when we are notified of an insured's disability. Guardian reviews the insured's disability to see if rehab services would assist in successful return to gainful work. When the review is complete, the insured may be offered a rehab program. Guardian has the right to suspend or end benefit payments if the insured does not accept. Guardian will not require an insured to participate in a rehab program that is not suited based on the insured's education and prior history.

Mandatory rehabilitation:

- Includes Claim Cost Containment Feature
- Includes mandatory employee participation in rehab if Guardian deems it appropriate
- Includes an enhanced benefit of 110% of the monthly benefit that would be payable

Mental Health & Substance Abuse:

This refers to the provision that restricts coverage for disabilities caused by an employee's mental/nervous or drug/alcohol condition. Guardian has a 24-month benefit limitation, combined.