

AGREEMENT

BETWEEN

TRUMBULL BOARD OF EDUCATION

AND

**TRUMBULL ADMINISTRATORS'
ASSOCIATION**

2021-2024

AGREEMENT

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TRUMBULL BOARD OF EDUCATION

AND

**TRUMBULL ADMINISTRATORS’
ASSOCIATION**

PREAMBLE

THIS AGREEMENT is made and entered into as of this ___ day of October 2020, 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”).

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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 2021-22 are set forth in Appendix A, attached hereto. Administrators not already at the top step shall advance a step.

b) Salary rates payable to administrators for 2022-23 are set forth in Appendix B, attached hereto. Administrators not already at the top step shall advance a step.

c) Salary rates payable to administrators for 2023-24 are set forth in Appendix C, attached hereto. Administrators not already at the top step shall advance a step.

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

a) Membership Dues

All administrators who elect to join the Association or pay a service fee 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 or service fees of the TAA. The Board agrees to deduct such dues or service fees 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 that such authorization has been revoked. If said notice is timely delivered, it shall mean that in the following school year said administrators shall neither pay the service fee or dues.

b) Service Fee

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.

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 the State of Connecticut Partnership 2.0 Plan, a summary of which may be found at www.osc.ct.gov/ctpartner. In the event of: (1) a material change in the co-payment and/or deductible in the Partnership 2.0 Plan; (2) the State assesses any material surcharge or similar fee on top of the premiums charge for the Partnership Plan; or (3) the Partnership 2.0 Plan shall be terminated, the Parties agree to enter into mid-term bargaining regarding health insurance

a.2) Effective July 1, 2021, administrators shall make a 20% employee co-pay contribution based on the cost of the Partnership Plan. Effective July 1, 2022, a 20.5% co-pay contribution based on the cost of the plan. Effective July 1, 2023, a 21% co-pay contribution based on the cost of the plan.

a.3) The dental insurance coverage shall be provided under the State Partnership 2.0 Dental Plan, unlimited maximum plan option.

a.4) The Board shall provide life insurance in the amount equal to two times the administrator's salary rounded to the nearest \$1,000 (individual membership only).

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

c) The Board may substitute for said insurances any plan by that or any other carrier or through a self-funded arrangement which offers benefits equal to or better than those offered by said insurance carrier on an overall basis.

d) The Board shall bear the premium cost required to provide the administrator with the group insurance benefits he/she elects, less the contribution required of employees as set forth in this Section.

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) Employees who opt out, i.e. waive insurance coverage, shall be entitled to the following payment for the contract covering the period July 1, 2021 – June 30, 2024:

Single	\$600
Two Person	\$875
Family	\$1,250

Employees whose spouses are covered under any Board of Education or Town health plan shall not be eligible for the above payment.

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, including, but not limited to, employee health and dental insurance premium contributions. 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: 222 days for administrators earning 25 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 each death in the immediate family (mother, father, spouse, mother-in-law, father-in-law, sister, brother, brother-in-law, sister-in-law, child, and grandchild) an administrator may be absent for a period of five (5) work days per year without salary deduction. In cases of death of an administrator's relative not in the administrator's immediate family or the serious illness of a member of the administrator's immediate family for whom the administrator does not have custodial responsibility, up to two (2) days' absence may be granted at the discretion of the Superintendent.

For serious illness of a member of the administrator's immediate family for whom the administrator has custodial responsibility, an administrator may be absent 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.

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 except for good cause by the administrator. In such cases, the administrator's failure to act, except for good cause shown by the administrator, 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 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 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 \$500 (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 either occurred on school property or while the automobile was in use for assigned school business away from the school.

SECTION 10 Tuition Reimbursement

The Board shall provide a total sum of \$5,000 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 days, the actual number of work days varying as a result of their vacation entitlement.

“Eleven Month Administrators” will work the following:
Dean of Students – 218 (teacher work year plus 32 days).

SECTION 2 Vacation

a) Twelve month administrators will receive twenty-five (25) 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. Administrators who begin employment after July 1st shall have their vacation time prorated based on their vacation entitlement. 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. Vacations shall be taken when school is not in session, provided however, up to five (5) days (10 days for Central Office Administrators) may be taken during the school year with the Superintendent's prior approval.

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 fourteen (14) paid holidays which shall be consistent with the school calendar.

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.

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 and re-employment pursuant to §10-183v of the Connecticut General Statutes.

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 administrator or administrator covered by the terms of this Agreement, employed on or after July 1, 2008, who meets the eligibility requirements described in paragraph 1 above, Eligibility, shall receive a payout of accumulated unused sick days, up to 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 program described herein shall be limited to employees hired between July 1, 2008 and including June 30, 2018. Employees hired on or after July 1, 2018 shall not be eligible for the benefit provided for in this Article X.

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 reasonably 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 may replace an administrator with less seniority in the next lower category (presuming there is no vacancy in such category; if there is a vacancy, the relieved administrator will be offered such position) according to the above procedure. This procedure will continue until either the relieved administrator is placed in some lower administrative category or teaching position. 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 displaced administrator of a vacancy by electronic 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. Seniority shall commence on 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.

6. 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.

7. 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, 2021 to June 30, 2024. If no successor agreement is signed by July 1, 2021, this Agreement shall continue in effect until such successor agreement is signed.

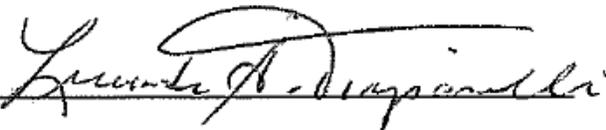
ARTICLE XIII

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 

October 19 , 2020

October 19 , 2020

APPENDIX A
YEAR: 2021-2022

<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	\$170,518	\$175,790	\$181,228	\$186,834	\$192,616
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	\$157,978	\$162,865	\$167,903	\$173,097	\$178,449
III	AGRISCIENCE PRINCIPAL PRESCHOOL	\$151,711	\$156,404	\$161,241	\$166,225	\$171,371
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	\$149,744	\$153,870	\$158,128	\$162,518	\$167,041
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL; – ATHLETICS (12 MONTHS)	\$147,831	\$151,899	\$156,095	\$160,422	\$164,882
VI	ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	\$144,022	\$148,735	\$153,067	\$157,806	\$162,637
VII	DIRECTOR OF DIGITAL LEARNING	\$136,167	\$140,379	\$144,719	\$149,199	\$153,767

DOCTORATE STIPEND\$2,000

SEVENTH YEAR DEGREE.....\$1,000

APPENDIX B
YEAR: 2022-2023

<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	\$173,911	\$179,288	\$184,835	\$190,552	\$196,449
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	\$161,122	\$166,106	\$171,244	\$176,542	\$182,000
III	AGRISCIENCE PRINCIPAL PRESCHOOL	\$154,730	\$159,516	\$164,450	\$169,533	\$174,781
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	\$152,724	\$156,932	\$161,275	\$165,752	\$170,365
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL –ATHLETICS (12 MONTHS)	\$150,773	\$154,922	\$159,201	\$163,615	\$168,163
VI	ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	\$146,888	\$151,695	\$156,113	\$160,946	\$165,874
VII	DIRECTOR OF DIGITAL LEARNING	\$138,877	\$143,173	\$147,599	\$152,168	\$156,827

DOCTORATE STIPEND\$2,000

SEVENTH YEAR DEGREE.....\$1,000

APPENDIX C
YEAR: 2023-2024

<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	\$177,372	\$182,856	\$188,513	\$194,344	\$200,359
II	PRINCIPALS – MIDDLE AND ELEMENTARY, PPS DIRECTOR	\$164,329	\$169,411	\$174,652	\$180,055	\$185,622
III	AGRISCIENCE PRINCIPAL PRESCHOOL	\$157,809	\$162,691	\$167,722	\$172,907	\$178,259
IV	HOUSE PRINCIPAL AND COORDINATOR OF SPECIAL EDUCATION	\$155,763	\$160,055	\$164,484	\$169,051	\$173,756
V	MIDDLE SCHOOL ASSISTANT PRINCIPAL – ATHLETICS (12 MONTHS)	\$153,774	\$158,005	\$162,369	\$166,870	\$171,510
VI	ATHLETICS; AND DEAN OF STUDENTS (218 DAY WORK YEAR)	\$149,811	\$154,714	\$159,219	\$164,149	\$169,175
VII	DIRECTOR OF DIGITAL LEARNING	\$141,640	\$146,022	\$150,536	\$155,196	\$159,948

DOCTORATE STIPEND\$2,000

SEVENTH YEAR DEGREE.....\$1,000

APPENDIX D - 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.