
TRUMBULL PUBLIC SCHOOLS

TRUMBULL, CONNECTICUT

Regular Meeting – Tuesday, May 7, 2024, 7:00 p.m.

Long Hill Administration Building

Agenda

CODES

https://us06web.zoom.us/j/84823644241?pwd=uDXSkETwdQqiQ-ASWRx9OiYNI8pCYA.MjXQRrrbh_o8w5Md

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I. CALL TO ORDER

II. PRELIMINARY BUSINESS

- A. Pledge of Allegiance
- B. Introduction of Booth Hill Principal
- C. Correspondence – Correspondence may be sent to BoardofEd@trumbullps.org
- D. Public Comment – The Trumbull Board of Education will be allowing public comment at the upcoming Board Meeting. If you are interested in speaking during the Public Comment portion of the meeting, please use [this form to signup](#). We will limit participants to the first **15** individuals that submit the form. Public comment will be limited to 2 minutes.
- E. Superintendent Report
- F. Board Chairman Report
- G. Teacher BOE Representative Report

III. REPORTS/ACTION ITEMS

- A. Bargaining Unit/Contract Approvals – Mr. Floyd Dugas, Esq.
 - Supervisors – United Electrical, Radio and Machine Workers of America (formerly CILU Supervisors)
 - Support Staff – United Electrical, Radio and Machine Workers of America (formerly CILU Support Staff)
- B. Approval/Minutes
 - Regular Meeting of April 16, 2024
 - Special Meeting/Executive Session of April 25, 2024
- C. Personnel Report
- D. TECEC Preschool Tuition Increase – Mr. Hendrickson, Dr. Wheeler
- E. Acceptance of Middlebrook Roof Project – Mrs. Nuland, Mr. Cote

IV. OTHER

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

Report to the Board of Education
Regular Meeting – May 7, 2024

Mr. Floyd Dugas, Esq.

Agenda Item – III-A

Bargaining Unit/Contract Approvals

- Attorney Dugas will review the following Contracts:
 - Supervisors- United Electrical, Radio and Machine Workers of America (formerly CILU Supervisors)
 - Support Staff- United Electrical, Radio and Machine Workers of America (formerly CILU Support Staff)

Recommendation:

Motion: Move that the Board of Education approves the following contracts:

- Supervisors- United Electrical, Radio and Machine Workers of America (formerly CILU Supervisors)
- Support Staff- United Electrical, Radio and Machine Workers of America (formerly CILU Support Staff)

MEMORANUM

To: Trumbull Board of Education

From: Floyd J. Dugas, Esq.
Berchem Moses PC

Re: CILU Supervisors and Support Staff Bargaining Units

Date: April 22, 2024

The following is a summary of the settlement reached with the CILU Supervisors and Support Staff bargaining units for new contracts commencing July 1, 2024:

Duration

July 1, 2024 – June 30, 2027

Wages

(a) General Wage Increase	July 1, 2024	2.75% General Wage Increase
	July 1, 2025	2.75% General Wage Increase
	July 1, 2026	2.75% General Wage Increase

(b) Added Step for Supervisors

We added new Steps 1 and 2 for each job classification for new hires with the existing salaries as Step 3, in order that the Board may hire at a rate below the current salaries.

Insurance

Cost-share contribution (currently 20.0% for support, 21.0% for supervisors) shall increase as follows:

	<u>Support</u>	<u>Supervisors</u>
July 1, 2024	20.5%	21.0%
July 1, 2025	21.0%	21.5%
July 1, 2026	21.5%	22.0%

Other

Article VIII, (Benefits)

Adding that to access paid days off for family illness it must be a “serious illness.”

Article XIII, Sec. 2 (Pensions)

The Board agreed to increase the match on the Defined Contribution Plan from 5.0% to an optional 5.5%.

Article XIV, Sec. 2 (General)

Change language from providing a hard copy of the new contract to members, to posting on the district’s website and providing a hard copy just to new employees.

TRUMBULL BOARD OF EDUCATION

AND

**TRUMBULL BOARD OF EDUCATION SUPERVISORS
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL
#21**

(SUPERVISORS)

July 1, 2024 - June 30, 2027

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THIS AGREEMENT is made and entered into as of this _____ day of April, 2024 by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the TRUMBULL BOARD OF EDUCATION SUPERVISORS, UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL #21 (hereinafter referred to as the “Union”).

ARTICLE I **PURPOSE**

SECTION 1 The Agreement is negotiated under the Municipal Employees Relations Act (“MERA”) 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.

SECTION 2 The Board and the Union 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 operating 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.

ARTICLE II **RECOGNITION**

SECTION 1 In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative of all supervisory employees of the Board as certified in ME-15,955 (hereinafter “Supervisors”).

ARTICLE III **MANAGEMENT RIGHTS**

SECTION 1 This Agreement shall not limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of this contract unless and only to the extent that provisions of this collective bargaining agreement curtail or limit such rights, powers, and authority and the rights, powers and authority generally vested in management, explicitly including but not limited to: the right to manage its operations; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof or portions thereof; removal of equipment; outside purchases or products or services; the scheduling of operations; the materials and equipment to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to

that effect; to establish and change work standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production; and to run its various department efficiently. The Board shall have the right to subcontract any operation, function or task previously considered bargaining unit work, provided no current bargaining unit position is lost as a result thereof.

ARTICLE IV **NEGOTIATIONS**

SECTION 1 **Negotiation of a Successor Agreement**

Negotiations for a successor agreement shall be in accordance with the MERA.

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 Union. Additionally, any modification of this contract must be reduced to writing in the form of a contract addendum and signed by the authorized representatives of the parties.

ARTICLE V **GRIEVANCE PROCEDURE**

SECTION 1 **Definition of Grievance**

- a) A grievance is hereby defined as any written complaint by a member, a group of members or the Union alleging that a provision of this Agreement has been misapplied or violated.
- b) A “grievant” is a member or group of members, as herein defined, or the Union who files a grievance.

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 must be filed within ten (10) days of the incident and shall be considered in the first instance by a conference between the member (grievant) and his immediate supervisor. During this conference, the grievant shall have the right to be accompanied by a representative of the Union.

Step 2 If the grievance is not settled within five (5) working days after Step 1 conference, the grievant may request a conference with the Superintendent or his/her designee.

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 or his/her designee within ten (10) working days after the Step 1 conference, and the Superintendent or his/her designee shall meet with the grievant within ten (10) working 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 Union 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/her designee shall answer the grievance in writing within fifteen (15) working 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 or his/her designee within five (5) working days after the receipt of the Superintendent's or his/her designee'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) working 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/her choice (at the employee's own expense), or by a representative of the Union, and to present oral and written statements or arguments and to call witnesses. The Superintendent or his/her designee 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 two (2) weeks after the conclusion of the Step 3 meeting.

Step 4

If the Board of Education's decision is not satisfactory to the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after receipt of the decision. The Union shall also notify the Board of Education of said appeal.

The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement but shall only have the power to interpret the specific terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties; however, both parties shall have a right of appeal to the courts in accordance with proceedings under the Connecticut General Statutes.

The arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Union from attempting to modify, vacate, or enforce the award in court.

The arbitration hearing shall be held in private.

SECTION 4

Grievances involving more than one (1) member or the Union as an entity shall only be filed and processed by the Union.

Grievances filed by the Union shall be filed directly with the Superintendent or his/her designee 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) working 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

The grievant may be represented before the Board and in arbitration proceedings either by the Union or by legal counsel of his/her own choosing. However, if the grievant is represented by legal counsel, the Union shall have the right to be present and to ensure that the contract is adhered to.

ARTICLE VI **SALARIES**

The salary schedule for the term of this Agreement is set forth in Appendix A.

ARTICLE VII **PAYROLL DEDUCTIONS**

SECTION 1 The Board agrees to deduct from the salary of each supervisor, 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 the Union; b) Guardian Life Insurance; c) Tax Sheltered Annuity Plan; d) United Fund; e) Teachers' Credit Union and/or Trumbull Municipal Employees Credit Union.

SECTION 2

a) Membership Dues

All supervisors who elect to join the Union shall sign and deliver to the Board and the Union, if they have not already done so, an authorization for the payroll deduction of Union membership dues.

The Board agrees to deduct such dues from the salaries of each of its supervisors who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such supervisor shall notify the Union in writing in the month of August of any year.

b) Indemnification

The Union 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 employee pursuant to this Article.

SECTION 3

Each supervisor shall have the right to revise his/her authorization as circumstances dictate.

ARTICLE VIII BENEFITS

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 shall be determined by the terms of the particular policies. Disputes concerning the eligibility for or the amounts of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.

The employee shall be entitled to the following benefits:

SECTION 1 Health Insurance Plan

The Board shall provide health insurance coverage through the Connecticut Partnership 2.0 Plan.

- a) Employees working less than 30 hours per week shall not be eligible for coverage.
- b) Participation in the group health insurance plan described above shall be voluntary.
- c) The Board shall notify an employee of any change in said employee's insurance coverage or status when the Board receives such notice from the insurance carrier. Employees shall promptly notify the Board of any change in their personal status which has an effect upon their status or coverage under the insurance plan provided by the Board.
- d) In the event the Board decides to change carriers during the terms of this Agreement or to self-insure in whole or in part, the Board will provide the same coverages described above or their equivalent and will give the Union notice of its decision at least sixty (60) days in advance of its implementation.
- e) Retiring members will continue to receive the same medical insurance coverage that is offered to bargaining unit members. Retirees are eligible to enroll in the plan from date of retirement until age 65 or eligible for Medicare. Retirees will pay the full cost of the premiums semi annually in advance at the group rate subject to carrier approval.

SECTION 2 Employee Cost Shares

Employee cost shares for the Connecticut Partnership 2.0 Plan shall be as follows:

7/1/2024	21.0%
7/1/2025	21.5%
7/1/2026	22.0%

SECTION 3 The Connecticut Partnership 2.0 Plan or its equivalent, will be offered to employees and eligible dependents.

SECTION 4 Life Insurance

Life Insurance in the amount of \$125,000 (employee only) for employees hired before January 1, 1997 and \$75,000 for employees on or after January 1, 1997.

SECTION 5 Flexible Spending Plan (FSA)

The employer will make available to the employee an Internal Revenue Code §125(a) plan (FSA), such that employee contributions towards health insurance will be treated as paid with pre-tax dollars. This plan, per IRS regulations, is not available if the employee elects the above HSA medical plan.

SECTION 6 Sick Leave

- a) For employees hired before January 1, 1997, sick leave shall be granted at the rate of eighteen (18) days per year for twelve-month employees and at the rate of sixteen and one-half days for eleven-month employees. Sick leave may be accumulated as follows: 227 days for employees earning 25 vacation days; 222 days for employees earning 20 vacation days; and 205 days for eleven-month employees. Employees hired on or after January 1, 1997 shall be granted sick leave at the rate of fifteen (15) days per year and may accumulate up to a maximum of 180 days.
- b) If the employee leaves and has worked for the Board for a minimum of ten (10) continuous years the employee shall receive 40% of the accumulated sick leave up to a maximum of one-hundred and fifty (150) days at a rate equal to what they are making at the time of departure. If the employee, at the time of leaving, is 60 years of age or more, than they need five (5) years of continuous employment with the board.

SECTION 7 Disability Insurance

- a) The Board agrees to provide a long-term disability policy (individual membership only). The Board shall pay all premiums attributable to this coverage subject to a maximum annual total expenditure of \$15,000.00. The Board shall give written notice to the Union of any premium which exceeds such limits. Within twenty (20) days after receipt of such notice all supervisors covered by this contract shall decide, acting as a single unit, whether they wish to: (a) Terminate the benefit; (b) Co-pay the portion of premiums which exceed the maximum on a pro-rata basis; or (c) Reduce the terms of the plan if benefit reductions are available. Any savings realized as the result of actions taken pursuant to this Section shall be for the sole and exclusive benefit of the Board.

SECTION 8 Serious Illness or Death in the Family

- a) For serious illness or death in the immediate family (parent, grandparent, sibling, spouse, child, step-child, step-parent, parent-in-law, brother and/or sister-in-law, grandchild) an employee shall be excused for absence for a maximum period of five (5) workdays without salary deduction per occurrence. In the event of the death of a brother-in-law, sister-in-law, or aunt, uncle, niece or nephew of the employee or spouse, or employee's child's biological parent, one (1) working day leave with pay shall be granted to the employee for the purposes of attending the funeral. Funeral leave may be granted for necessary travel by the Superintendent or his/her designee, not to exceed four (4) working days per occurrence. These days shall not be deducted from the employee's available sick leave.
- b) Unpaid leave for serious illness or an employee or his immediate family members, or for the birth or adoption of a child, shall be granted in accordance with the Federal Family and Medical Leave Act.

SECTION 9 Personal Days

Personal leave days, including religious observances, shall be allowed up to a maximum of four (4) work days per year (non-cumulative) for twelve-month employees and up to a maximum of three (3) work days per year (non-cumulative) for eleven-month employees. Additional days may be allowed at the discretion of the Superintendent.

SECTION 10 Disability Leaves

a) Non-Compensable Illness or Injury

1. Application of Sick Leave Benefits Any employee who is disabled as the 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 6 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 employee applies for sick leave benefits because of a physical condition, illness or injury causing disability, the employee 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 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 employee 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 employee 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 employee'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 employee be required to submit to a physical examination by a doctor other than one of his/her own choice.

3. Notification

Any employee who is disabled or who anticipates being disabled shall notify the Board of his/her 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 employee, 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 employee shall notify the Superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the employee has learned of the event which will give rise to the disability. Thereafter, the employee will keep the Superintendent apprised promptly as to changes in status or anticipated duration of the disability.
- (iii) In any case where an employee is absent as a result of a disability, the employee shall notify the Board as promptly 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 employee to active employment.
- (iv) Any notification referred to above shall be in writing.

(b) Workers' Compensation

Any employee 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, after the tenth (10th) workday of such disability, for the sick leave benefits set forth in Article VIII, Section 6, hereof on a prorated basis for the period of such disability, or one (1) year, or until his/her accrued sick leave has been exhausted, whichever occurs sooner. The amount of sick leave pay to be paid to the employee 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 prorated per diem sick leave benefit, when added together, give the employee a total daily compensation equal to his/her last regular per diem salary rate calculated as of his/her last day worked.

SECTION 11 Leave of Absence

An employee requesting leave of absence without pay may be granted the same at the discretion of the Superintendent or his/her designee upon reasonable cause being given. Such leave shall not exceed six (6) months. During such leave of absence not in excess of thirty (30) days, insurance benefits will remain in effect.

Insurance benefits may be continued at the employee's cost in the case of leaves of absence in excess of thirty (30) days.

SECTION 12 Jury Duty

An employee 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 employee 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 employee shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty.

The employee shall return to work on any day he/she is released from jury duty with four (4) or more hours remaining in the workday.

SECTION 13 Military Leave

Military leave shall be granted to permanent employees or permanent part-time employees when required to serve on active reserve or on National Guard duty for a period not to exceed two (2) weeks. During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time of military leave shall be included in computing seniority earned in the Board's service. Copies of orders for active duty shall be supplied to the Department Head if requested.

SECTION 14 Union Leave

- a) One (1) member of the Union may be designated to process grievances and other labor relations issues and such member and grievant(s) shall be granted leave of duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration.
- b) One (1) member of the Union may be granted leave of absence from duty without loss of pay to attend conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Board for any expenses incurred in travel or otherwise. Such leave shall be limited to five (5) days per year.
- c) During contract negotiations, the Union shall have the right to have two (2) members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours, they will be granted leave with full pay.

SECTION 15 Vacation

- a) Twelve month employees hired on or before June 30, 1999, will receive twenty (20) days of vacation annually without loss of pay. All other employees will receive fifteen (15) days of vacation annually without loss of pay. Any current employee (as of December, 1994) who receives more vacation shall continue to receive such vacation during their term of employment. Employees hired on or after July 1, 1999, shall be entitled to the following paid vacation leave:

1 to 5 years of service --	ten (10) days
5 to 10 years of service --	fifteen (15) days
After 10 years of service --	twenty (20) days
- b) Vacations may not be accumulated from year to year, except as set forth in paragraph (c) below. No employee may take a vacation until subsequent to the July 1st immediately following the effective date of his/her appointment to a supervisory 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 employee 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 employee's then current rate shall be granted in lieu thereof after the approval of the Superintendent.

Pro-rated vacation pay will be granted to employees who have completed one (1) year of service (calendar year employees) and four (4) years of service (school year employees) who voluntarily resign after giving two (2) weeks' notice to the Board, or who are terminated for the convenience of the Board. No pro-rated vacation pay will be granted to an employee who is discharged for cause.

SECTION 16 Paid Holidays

Twelve-month employees shall have the following paid holidays:

New Years' Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(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)
Thanksgiving Day	(Fourth Thursday in November)
*Day after Thanksgiving	(Fourth Friday in November)
Christmas	(December 25)

A twelve-month employee who works on either Lincoln's Birthday or Veteran's Day will be credited with one floating holiday in a fiscal year to be used subject to management approval based on the needs of the employer.

*Except when specific needs are required as determined by the Superintendent, who shall give one week's notice to employees in advance of Thanksgiving. If the day is not taken as a holiday by direction of the Superintendent, the employee shall be granted another day as a holiday in lieu of the Day After Thanksgiving.

Whenever any holiday, of the above falls on a Saturday, it will be observed on the Friday preceding the holiday.

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 17 Travel Reimbursement

Employees 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 employees shall be reimbursed for the use of their automobiles at the rate set by the Internal Revenue Service for business mileage deductions.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

SECTION 1 Work Year/Hours of Work

The hours and schedules of work for each bargaining unit member prior to the effective date of this Agreement shall continue to be each member's normal hours and schedules during the term of this contract.

ARTICLE X
REDUCTION IN FORCE

SECTION 1

In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the affected classification will be laid off first. The President of the Union shall be notified at the same time the employee is notified of layoff.

SECTION 2

Employees shall be given at least two (2) weeks notice prior to the effective date of layoff. Additionally, recognizing the overall average age of the supervisors unit and re-employment prospects, the Board of Education shall pay four (4) weeks (base pay) as severance pay. The Board has the option to pay six (6) weeks (base pay) as severance in lieu of the two (2) weeks notice referenced above.

SECTION 3

Employees who are laid off under this Article shall have recall rights as follows:

- a) For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.

SECTION 4

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

ARTICLE XI **PRIOR PRACTICE**

SECTION 1

- a) The Board agrees to continue in force for the duration of this Agreement, those benefits and privileges previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein.
- b) This Agreement represents the full and complete Agreement between the parties with respect to all matters relative to rates of pay, hours or work and terms and conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work and conditions of employment, and that no such matters will be brought up for negotiation during the term of this Agreement.
- c) The Board agrees it will not implement any unilateral changes in wages, hours of work or other conditions of employment during the term of this Agreement unless it first notifies the Union in writing and the Union has not requested to negotiate this change within thirty (30) days of such notice.

ARTICLE XII **DISCIPLINE**

SECTION 1

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

Within five (5) work days of any suspension or discharge, the Board shall deliver to the Union President or designee and the employee a statement of the reason(s) for such discipline. Copy to the employee may be sent by certified mail.

Depending on the offense, disciplinary action may include, but not limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate provided, however, the parties recognize there may be circumstances that warrant summary suspension or termination. No employee shall be disciplined without just cause.

SECTION 2

Each employee shall have the right to see and review his or her personnel file upon request of the Superintendent. The Board shall provide one copy per year to each employee upon request of the contents of his/her personnel file at no cost to the employee. If an employee disagrees with any item in his/her personnel file the employee may submit a written reply which shall be attached to the objectionable item. Only disciplinary action which is in the employee's personnel file or of which he or she is otherwise aware, may be used for progressive disciplinary purposes.

SECTION 3

Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

ARTICLE XIII **PENSION**

SECTION 1

For employees hired prior to July 1, 2013 will continue to be eligible for the Pension Plan for Town employees, which is made a part of this Agreement applicable to the above referenced employees, together with any amendments as may exist or as may be made during the term of this Agreement. The employee contribution rates for the Pension Plan shall be 5.5% effective July 1, 2022.

SECTION 2

Employees hired on or after July 1, 2013 shall not be eligible to participate in the Pension Plan for Town employees and instead shall participate in the Board 401(a) Defined Contribution Plan. There shall be a mandatory employee contribution of 5.0%. The employer will match the employee contribution up to 5.5%. Employees shall have the opportunity to change their contribution (either 5.0% or 5.5%) twice per year (January and July).

ARTICLE XIV **GENERAL PROVISIONS**

SECTION 1

During the term of this Agreement, the Board shall furnish the Union upon request with an up-to-date list of bargaining unit employees. When a new employee is hired, the Board shall notify the Union and furnish the Union with the name, date of employment, position and rate of pay of the new employee. When the employment of an employee terminates, the Board shall notify the Union and furnish the name and date of termination of the employee.

SECTION 2

The Board shall post on the District's website a copy of this Agreement and shall provide a copy to each new employee upon employment.

SECTION 3

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the remaining provisions of this Agreement.

SECTION 4

There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be approved by the Union membership and the Board in order to become effective.

SECTION 5

If there is any previously adopted policy, rule, or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

SECTION 6

When an employee is required to use his/her own vehicle to perform Board business, he/she shall be reimbursed at the current IRS rate.

SECTION 7

The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the Department head before talking to bargaining unit members.

SECTION 8

The Board shall provide bulletin board space for the Union for the posting of notices in the areas designated for such notices.

SECTION 9

Any employee who is required by the Board to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable), travel and lodging (where applicable) in accordance with current Board policy.

SECTION 10

When the Board creates a new classification within the bargaining unit or extensively changes an existing job, the Board shall establish appropriate pay rates, if any, for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration procedure of this Agreement.

SECTION 11

Professional fees and licensing of employees which are required for Board employment shall be paid for by the Board.

ARTICLE XV
SAFETY & HEALTH

SECTION 1

The Board will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.

ARTICLE XVI
DURATION OF AGREEMENT

The term of this Agreement shall be July 1, 2024 to June 30, 2027.

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

UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF
AMERICA, LOCAL #21

APPENDIX A

2024-2025 WAGE SCHEDULES 2.75% Plus Step Movement

CILU SUPERVISORS

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Supervisor of Transportation	\$93,487	\$97,543	\$101,773
Director of Facilities/Maintenance	\$113,459	\$118,378	\$123,513
Manager of Food Service*	\$82,649	\$86,199	\$89,901
Manager of Technology	\$133,117	\$138,890	\$144,913
Assistant Business Manager	\$100,624	\$104,988	\$109,540
HR Specialist	\$90,201	\$94,076	\$98,116

*Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.

Step 1 and 2 are applicable to employees hired on or after July 1, 2024.

2025-2026 WAGE SCHEDULES
2.75% Plus Step Movement

CILU SUPERVISORS

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Supervisor of Transportation	\$96,058	\$100,225	\$104,572
Director of Facilities/Maintenance	\$116,579	\$121,634	\$126,909
Manager of Food Service*	\$84,922	\$88,570	\$92,373
Manager of Technology	\$136,777	\$142,710	\$148,899
Assistant Business Manager	\$103,391	\$107,875	\$112,552
HR Specialist	\$92,682	\$96,663	\$100,814

*Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.

2026-2027 WAGE SCHEDULES
2.75% Plus Step Movement

CILU SUPERVISORS

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Supervisor of Transportation	\$98,700	\$102,981	\$107,447
Director of Facilities/Maintenance	\$119,785	\$124,979	\$130,399
Manager of Food Service*	\$87,257	\$91,005	\$94,914
Manager of Technology	\$140,539	\$146,634	\$152,993
Assistant Business Manager	\$106,235	\$110,842	\$115,647
HR Specialist	\$95,230	\$99,321	\$103,587

*Includes all stipends and an amount equal to 10 days vacation pay. Effective 7/1/08 this position shall become an 11-month position (222 day work year) with eleven (11) paid holiday, and five (5) paid vacation days.

TRUMBULL BOARD OF EDUCATION

AND

**TRUMBULL BOARD OF EDUCATION SUPPORT STAFF
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL
#21**

**(Support Staff)
July 1, 2024 – June 30, 2027**

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PREAMBLE

THIS AGREEMENT is made and entered into as of the ____ day of April, 2024 by and between the TRUMBULL BOARD OF EDUCATION (hereinafter referred to as the “Board”) and the TRUMBULL BOARD OF EDUCATION SUPPORT STAFF, UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL 21 (hereinafter referred to as the “Union”).

ARTICLE I - PURPOSE

SECTION 1

This Agreement is negotiated in order to:

- a) fix for its term the salaries and other conditions of employment provided herein and;
- b) encourage and promote effective and harmonious working relationships between the Board and the Union.

SECTION 2

The Board and the Union accept the provisions of this Agreement as commitments that 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.

ARTICLE II - RECOGNITION

SECTION 1

In accordance with applicable provisions of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative of all support staff of the Board as certified in ME- 16,045, (hereinafter, “Support Staff”).

ARTICLE III - MANAGEMENT RIGHTS

This Agreement shall not limit or curtail the Board in any way in the exercise of the rights, powers and authority which the Board had prior to the effective date of this contract unless and only to the extent that provisions of this collective bargaining agreement curtail or limit such rights, powers, and authority and the rights, powers and authority generally vested in management, explicitly including but not limited to: the right to manage its operations; direct, select, decrease and increase the workforce, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the extent to which the facilities of any department thereof shall

be operated, additions thereto, replacements, curtailments, or transfers thereof or portions thereof; removal of equipment; outside purchases of products or services; the scheduling of operations; the materials and equipment to be used; the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change work standards and quality standards; determine the qualifications of employees; regulate quality and quantity of production; and to run its various departments efficiently. The Board shall have the right to subcontract any operation or task considered bargaining unit work provided no current bargaining unit position is lost as a result thereof.

ARTICLE IV - NEGOTIATIONS

Section 1 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 Union. Additionally, any modification of this contract must be reduced to writing in the form of a contract addendum and signed by the authorized representatives of the parties.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1 DEFINITION OF GRIEVANCE

- a) Grievance is defined as any written complaint by a member, a group of members or the Union alleging that a provision of this Agreement has been misapplied or violated.
- b) A “grievant” is a member or group of members, as herein defined, or the Union who files a grievance.

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 must be filed within ten (10) days of the incident giving rise to the grievance and shall be considered in the first instance by conference between the member (grievant) and his immediate supervisor. During this conference, the grievant shall have the right to be accompanied by a representative of the Union.
- Step 2** If the grievance is not settled within five (5) working days after the Step 1 conference, the grievant may request a conference with the Superintendent or his/her designee. 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 or his/her designee within ten (10) working days after the Step 1 conference, and the Superintendent or his designee shall meet with the grievant

within ten (10) working 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 Union 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/her designee shall answer the grievance in writing within ten (10) 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 or his/her designee within five (5) working days after the 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) working 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/her choice, at the employees' own expense, or by a representative of the Union 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 two (2) weeks after the conclusion of the Step 3 meeting.

Step 4 If the Board of Education's decision is not satisfactory to the Union, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within twenty (20) days after receipt of the decision. The Union shall also notify the Board of Education of said appeal. The parties agree to expedited grievance arbitration. The hearing shall be held within forty-five (45) days of filing with the Connecticut State Board of Mediation and Arbitration. In cases where both parties agree, a bench decision shall be made. Briefs shall be filed within fourteen (14) days of the close of the hearing, unless the parties mutually agreed not to file briefs, and a written decision rendered within fourteen (14) days thereafter. The panel mutually agreed to by the parties shall be Louis Pittocco. Grievances appealed to arbitration shall be heard on an alternating basis by the arbitrators named above.

If necessary, panel replacements or substitutes shall be mutually agreed to by the Board of Education and Union from a list of AAA arbitrators.

The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement but shall only have the power to interpret the specific terms of this Agreement. The decision of the Arbitrator shall be final and binding upon both parties; however, both parties shall have a right to appeal to the courts in accordance with proceedings under the Connecticut General Statutes.

Such panel shall be reviewed annually by the parties for renewal. If one party desires a change in the panel then such change shall be mutually agreed.

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's fee shall be paid by the non-prevailing party to the arbitration.

The arbitrator's award shall be final and binding, provided nothing herein shall prevent the Board or the Union from attempting to modify, vacate, or enforce the award in court.

The arbitration hearing shall be held in private.

SECTION 4

Grievances involving more than one (1) member or the Union as an entity shall only be filed and processed by the Union.

SECTION 5

The grievant may be represented before the Board and in arbitration proceedings either by the Union or by legal counsel of his/her own choosing. However, if the grievant is represented by legal counsel only, the Union shall have the right to be present to ensure that the contract is adhered to.

ARTICLE VI - SALARIES

Appendix A contains Salary Schedules for the period 2024-2027.

ARTICLE VII - PAYROLL DEDUCTIONS

SECTION 1 DEDUCTIONS

The Board agrees to allow each employee up to five (5) voluntary salary deductions.

SECTION 2

(a) Membership Dues

All bargaining unit members who elect to join the Union shall pay in cash or sign and deliver to the board and the Union, if they have not already done so, an authorization for the payroll deduction of membership dues of the CILU. The Board agrees to deduct such dues from the salaries of each of its employees who have submitted to the Board written authorization. Said authorization shall continue in effect from year to year unless such employee shall notify the Union in writing in the month of August of any year.

(b) Indemnification

The Union 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 employee pursuant to this Article.

SECTION 3

Each employee shall have the right to revise his/her authorization as circumstances dictate.

ARTICLE VIII - BENEFITS

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 shall be determined by the terms of the particular policies. Disputes concerning the eligibility for or the amounts of benefits payable pursuant to said policies shall not be subject to the Grievance and Arbitration Procedure contained in this Agreement.

SECTION 1 Health Insurance Plan

The Board shall provide health insurance coverage through the Connecticut Partnership 2.0 Plan.

- a) Employees working less than 30 hours per week shall not be eligible for coverage.
- b) Participation in the group health insurance plan described above shall be voluntary.
- c) The Board shall notify an employee of any change in said employee's insurance coverage or status when the Board receives such notice from the insurance carrier. Employees shall promptly notify the Board of any change in their personal status which has an effect upon their status or coverage under the insurance plan provided by the Board.
- d) In the event the Board decides to change carriers during the terms of this Agreement or to self-insure in whole or in part, the Board will provide the same coverages described above or their equivalent and will give the Union notice of its decision at least sixty (60) days in advance of its implementation.
- e) Retiring members will continue to receive the same medical insurance coverage that is offered to bargaining unit members. Retirees are eligible to enroll in the plan from date of retirement until age 65 or eligible for Medicare. Retirees will pay the full cost of the premiums semi annually in advance at the group rate subject to carrier approval.

SECTION 2 Employee Cost Shares

Employee cost shares for the Connecticut Partnership 2.0 Plan shall be as follows:

7/1/24	20.5%
7/1/25	21.0%
7/1/26	21.5%

SECTION 3

The Connecticut Partnership 2.0 Dental Plan or its equivalent, will be offered to employee and eligible dependents.

SECTION 4 LIFE INSURANCE

Life Insurance in the amount of \$15,000 (employee only). Employees who currently receive life insurance in the amount equal to their annual salary shall continue to receive such benefit while a member of this bargaining unit

SECTION 5 FLEXIBLE SPENDING PLAN (FSA)

The employer will make available to the employee an Internal Revenue Code § 125(a) plan (FSA), such that employee contributions towards health insurance will be treated as paid with pre-tax dollars.

SECTION 6 SICK LEAVE

- a) Calendar year employees shall earn fifteen (15) days per year sick leave, cumulative to 150.
- b) School year employees shall earn ten (10) days per year sick leave, cumulative to one hundred (100) days.
- c) Employees shall be notified at the beginning of the school year, and not later than October 1, of accumulated sick days.
- d) Employees may take the aforementioned leaves in accordance with the following procedures:
 - 1. A physician's certificate may be required in the case of extended absences (more than 5 days) or in a case where repeated absences show a pattern of possible abuse.
 - 2. Illness in the immediate family. The immediate family shall include mother, father, sister, brother, daughter or son (including in-laws), wife or husband.
- e) If the employee leaves and has worked for the Board for a minimum of ten (10) continuous years the employee shall receive 40% of the accumulated sick leave at a rate equal to what they are making at the time of departure. If the employee, at the time of leaving, is 60 years of age or more, than they need five (5) years of continuous employment with the board.

SECTION 7 Serious Illness or Death in the Family

- a) For serious illness or death in the immediate family (parent, grandparent, sibling, spouse, child, step-child, step-parent, parent-in-law, brother and/or sister-in-law, grandchild) an employee shall be excused for absence for a maximum period of five (5) workdays without salary deduction per occurrence. In the event of the death of an aunt, uncle, niece or nephew of the employee or spouse, or employee's child's biological parent, one (1) working day leave with pay shall be granted to the employee for the purposes of attending the funeral. Funeral leave may be granted for necessary travel by the

Superintendent or his/her designee, not to exceed four (4) working days per occurrence. These days shall not be deducted from the employee's available sick leave.

- b) Unpaid leave for serious illness or an employee or his immediate family members, or for the birth or adoption of a child, shall be granted in accordance with the Federal Family and Medical Leave Act.

SECTION 8 Personal Days

- a) Full-year employees shall be entitled to three (3) days per year for personal leave, non-cumulative.
- b) School-year employees shall be entitled to two (2) days per year for personal leave, non-cumulative.

SECTION 9 Disability Leaves

a) Non-Compensable Illness or Injury

1. Application of Sick Leave Benefits

Any employee who is disabled as the 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 6 hereof continuing 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 employee applies for sick leave benefits because of a physical condition, illness or injury causing disability, the employee 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 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 employee 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 employee 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 employee'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 employee be required to submit to a physical examination by a doctor other than one of his/her own choice.

3. Notification

- (i) Any employee 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:
- (ii) If the disability is one that could not have been anticipated, the employee, 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.
- (iii) 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 employee shall notify the Superintendent of the nature of the disability and the anticipated duration of the disability as soon as possible after the employee has learned of the event which will give rise to the disability. Thereafter, the employee will keep the Superintendent apprised promptly as to changes in status or anticipated duration of the disability.
- (iv) In any case where an employee is absent as a result of a disability, the employee shall notify their supervisor 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 their supervisor 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 employee to active employment.
- (v) Any notification referred to above shall be in writing.

b) Workers' Compensation

Any employee who is disabled as the 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 Article VIII, Section 6, hereof, after a fifteen (15) day waiting period on a prorated basis for the period of such disability, or one (1) year or until his/her accrued sick leave has been exhausted, whichever occurs sooner. The amount of sick leave pay to be paid to the employee on a per diem basis will be determined by the ratio of the difference between the regular per diem salary rate, so that the per diem Workers' Compensation benefit and the prorated per diem sick leave benefit, when added together, give the employee a total daily compensation equal to his/her last regular per diem salary rate calculated as of his/her last day worked.

SECTION 10 Leave of Absence

Employees may request a leave of absence without pay for illness, after accumulated sick leave, or for personal reasons (excluding vacation time), not to exceed ninety (90) work days, by submitting a written request to their supervisor in accordance with the following procedures:

- a) Request for leave of absence shall be submitted to their supervisor and will include a statement of the reason therein.
- b) Any employee who is on leave of absence without pay shall not be paid for any holiday during the period of the absence nor shall seniority, vacation, contract leave and longevity payment be cumulative.
- c) Any employee who returns within the specified leave period shall not have broken service and, therefore, retains seniority and does not forfeit unused vacation time and unused leave.
- d) Upon return to duty, within the specified leave period, said employee will be reinstated in his/her former position or equivalent one.
- e) Leave may be granted at the discretion of their supervisor, but should not be withheld unreasonably.

SECTION 11 Jury Duty

An employee 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 employee 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 employee shall notify the Superintendent immediately and in writing when he/she is notified that he/she is required to report for jury duty. The employee shall return to work on any day he/she is released from jury duty with four (4) or more hours remaining in the work day.

SECTION 12 Military Leave

Military Leave shall be granted to permanent employees or permanent part-time employees when required to serve on active reserve or on National Guard duty for a period not to exceed two (2) weeks. During this period, the employee shall be paid the difference, if any, between his/her regular pay and military pay. Time of military leave shall be included in computing seniority earned in the Town's service. Copies of orders for active duty shall be supplied to the Department Head if requested.

SECTION 13 Union Leave

- a) One (1) member of the Union may be designated to process grievances and other labor relations issues and such member and grievant(s) shall be granted leave of duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration.
- b) One (1) member of the Union may be granted leave of absence from duty without loss of pay to attend conventions, or other Union business, but said employee shall not be

granted or entitled to reimbursement by the Board for any expenses incurred in travel or otherwise. Such leave shall be limited to five (5) days per year.

- c) During contract negotiations, the Union shall have the right to have three (3) members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours, they will be granted leave with full pay.

SECTION 14 Vacation

a) Calendar Year positions:

1. Two (2) weeks vacation with pay after the first and through the fifth year of service.
2. Three (3) weeks vacation with pay after the fifth and through the eleventh year of service.
3. Four (4) weeks vacation with pay after the eleventh year of service.
4. Vacation pay shall be computed by multiplying the employee's negotiated weekly salary by the number of weeks vacation to which the employee is entitled.

b) The following schedule shall apply for school year employees hired before January 1, 1997:

1. Seven (7) days vacation with pay after the first and through the fifth year of service.
2. Ten (10) days vacation with pay after the fifth through the eleventh year of service.
3. Twelve days (12) vacation with pay after the eleventh year of service.

c) Employees in school year positions hired on or after January 1, 1997 shall not be entitled to vacation benefits.

d) Employees will take vacation in accordance with the procedures set forth below:

1. Employees working out of schools shall take vacation time during school recesses.
2. Employees in offices other than schools may take vacations at a time that is mutually convenient to the supervisor and the employee.
3. During vacation periods of calendar year employees, temporary replacement from outside sources, or volunteer school year employees, will be employed for office staffed by one (1) bargaining unit member if the administration considers it necessary to keep such offices open which the respective administrator is also on vacation.
4. No employee shall take a vacation five (5) work days prior to the teachers' first work day of the school year and five work days following the teachers' last work day of the school year.
5. Pro-rated vacation pay will be granted to employees who have completed one (1) year of service (calendar year employees) and four (4) years of service (school year

employees) who voluntarily resign after giving two (2) weeks' notice to the Board, or who are terminated for the convenience of the Board. No pro-rated vacation pay will be granted to an employee who is discharged for cause.

SECTION 15 Paid Holidays

a) Twelve-month employees shall have the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	
Good Friday	
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Columbus Day	(Second Monday in October)
Thanksgiving Day	(Fourth Thursday in November)
Day After Thanksgiving	(Fourth Friday in November)
Christmas	(December 25)

Twelve-month employees who work on Lincoln's Birthday and Veteran's Day will be credited with two (2) floating holidays (one for Lincoln's Birthday and one for Veteran's Day) to be used during the fiscal year, subject to management approval based on the needs of the Employer.

School year employees shall have the following paid holidays:

Martin Luther King Day
President's Day
Good Friday Memorial Day Labor Day
Columbus Day Veteran's Day Thanksgiving Day
Day After Thanksgiving
Christmas Day

School year employees who work on Lincoln's Birthday will be credited with a floating holiday to be used during the fiscal year, subject to management approval based on the needs of the Employer.

- b) When one of the above listed holidays falls on a Saturday, the holiday shall be observed on the Friday preceding, unless schools are open to pupil attendance, in which instance employees shall work and be given another day off during the fiscal year at a time mutually agreeable to the Board and employee.
- c) Whenever any of the above days not designated to occur on a Monday fall upon a Sunday, and will be legally observed on the following Monday, then it will be recognized as a holiday.
- d) If one of the above holidays falls on a day when school is in session, employees shall be provided with an alternative day off which shall be agreed upon between the parties.

ARTICLE IX - CONDITIONS OF EMPLOYMENT

SECTION 1 Hours of Work

The hours and schedules of work for each bargaining unit member prior to the effective date of this Agreement shall continue to be each member's normal hours and schedules during the term of this contract.

SECTION 2 Travel Reimbursement

Employees 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 employees shall be reimbursed for the use of their automobiles at the rate set by the Internal Revenue Service for business mileage deductions.

ARTICLE X - NON-DISCRIMINATION

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

ARTICLE XI - SENIORITY/REDUCTION IN FORCE/PROBATIONARY PERIOD

SECTION 1 Vacancies

Notice of any bargaining unit vacancy in the system, stating title, wage group and job description, shall be sent to the President of the Union at least two (2) weeks in advance of the closing date for applications. The above time may be waived upon agreement of both parties.

- a) When a promotional vacancy exists, the procedure for selecting an applicant shall be based upon required qualifications, satisfactory performance, an interview with the prospective supervisor and seniority.
- b) Unsuccessful applicants from within the system shall be notified in writing of the supervisor's decision and reason therein prior to interviewing applicants from outside sources.
- c) Appointments shall be subject to a three (3) month trial period, at which time their supervisor shall submit an evaluation or recommendation for permanent appointment to the Superintendent.
- d) Former employees shall retain step placement if reappointed within one (1) year, providing they had a satisfactory evaluation at the time of leaving and can demonstrate satisfactory proficiency in the position's requirements. An employee's seniority will be broken for the following reasons only: resignation or retirement.

SECTION 2 Reduction in Force

- a) When a reduction in bargaining unit personnel occurs any employee so displaced shall have the opportunity to fill a vacancy provided said displaced employee meets the qualifications of the vacant position.

- b) In the event no vacancy exists in the bargaining unit, the displaced employee will have the opportunity to bump into a lower paid position occupied by a less senior employee.
- c) During reductions and the implementing of the displacement procedure, an employee who does not choose to implement the bumping procedure may elect to be placed on recall. This request must be in writing to their supervisor within two (2) work days.
- d) Bumping as herein provided is subject to the employee being qualified to perform the work in the position bumped.
- e) Qualifications will be determined by the Superintendent, his/her decision shall not be arbitrary or capricious.

SECTION 3 Seniority

- a) Seniority, for purposes of vying for positions for reasons of layoff, reduction and/or abolishment of position(s) is defined as the total years of service in the employ of the Board since the most recent hire date in accordance with 1.(d) above.
- b) In the event of recall, all benefits for purposes of seniority, vacation, longevity and prior unused accumulated sick leave shall be reinstated provided the recall takes place within two (2) calendar years.
- c) Employees shall be recalled in reverse order of layoff for positions for which they are qualified.

SECTION 4 Probationary Period

Employees shall be considered probationary during their first ninety (90) workdays of employment. During such probationary period the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Board of Education, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

ARTICLE XII - PRIOR PRACTICE

SECTION 1

- a) The Board of Education agrees to continue in force for the duration of this Agreement, for those benefits and privileges, previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein.
- b) This Agreement represents the full and complete Agreement between the parties with respect to all matters relative to rates of pay, hours of work and terms and conditions of employment. The parties agree that there has been full opportunity to bring up for negotiation any matter pertaining to rates of pay, hours of work and conditions of

employment, and that no such matters will be brought up for negotiation during the term of this Agreement.

- c) The Board agrees it will not implement any unilateral changes in wages, hours of work or other conditions of employment during the term of this Agreement unless it first notifies the Union in writing and the Union has not requested to negotiate this change within thirty (30) days of such notice.

ARTICLE XIII - OVERTIME/CALL BACK

SECTION 1 Overtime

- a) Payment of hours actually worked in excess of eight (8) in any work day and hours worked in excess of forty (40) in any week (Monday through Sunday) shall be made at one and one-half (1 1/2) times the hourly rate of the employee. Overtime must be approved in advance by their supervisor.
- b) Except where Saturday is part of the regular work schedule, payment for time worked on Saturday shall be one and one-half (1 1/2) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Friday period.
- c) Except where Sunday is part of the regular work schedule, payment for time worked on Sunday shall be at two (2) times the employee's hourly rate regardless of whether the employee has worked in excess of forty (40) hours in the preceding Monday through Saturday period.
- d) Compensatory time may be substituted for overtime pay upon the mutual agreement of the employee and the Superintendent or his/her designee. Compensatory time shall be used within thirty (30) days of the date on which it was earned, and in accordance with applicable law, or shall be paid out to the employee at the applicable overtime rate.
- e) When an employee is called in for work outside of his/her normal hours by the Superintendent or designee, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate. This provision should apply once in any one calendar day. If a call back occurs more than once in any calendar day, overtime shall be paid for all hours worked. Call back is defined as overtime which is not contiguous to the regular work hours. Regularly scheduled meeting are also exempt from call back provision and shall be paid at the applicable overtime rate.

ARTICLE XIV - DISCIPLINE

All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which disciplinary action is being applied.

Within five (5) work days of any suspension or discharge, the Board shall deliver to the Union President or designee and the employee a statement of the reason(s) for such discipline. Copy to the employee may be sent by certified mail.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warning, suspension without pay, and discharge. Progressive discipline shall be applied when appropriate provided however the parties recognize there may be circumstances that warrant summary suspension or termination. No employee shall be disciplined without just cause.

Each employee shall have the right to see and review his or her personnel file upon request with the Superintendent. The Board shall provide one copy per year to each employee upon request of the contents of his/her personnel file at no cost to the employee. If an employee disagrees with any item in his/her personnel file the employee may submit a written reply which shall be attached to the objectionable item. Only disciplinary action which is in the employee's personnel file or of which he or she is otherwise aware, may be used for progressive disciplinary purposes. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

Disciplinary action, whether verbal, written warnings, or any other types of action, shall not be considered for purposes of progressive discipline after eighteen (18) months, provided a similar infraction has not occurred within said eighteen (18) month period.

ARTICLE XV - PENSION

SECTION 1

For employees hired prior to July 1, 2013 will continue to be eligible to participate in the Pension Plan for Town employees, which is made a part of this Agreement applicable to the above referenced employees, together with any amendments as may exist or as may be made during the term of this Agreement. The employee contribution rates for the Pension Plan shall be 5.5% effective July 1, 2022.

SECTION 2

Employees hired on or after July 1, 2013 shall not be eligible for the Pension Plan for Town employees and instead shall participate in the Board 401(a) Defined Contribution plan. There shall be a mandatory employee contribution of 5.0%. The employer will match the employee contribution up to 5.5%. Employees shall have the opportunity to change their contribution (5.0% or 5.5%) twice per year (January and July).

ARTICLE XVI - GENERAL PROVISIONS

SECTION 1

During the term of this Agreement, the Board shall furnish the Union upon request with an up-to-date list of bargaining unit employees. When a new employee is hired, the Board shall notify the Union and furnish the Union with the name, date of employment, position and rate of pay of the new employee. When the employment of an employee terminates, the Board shall notify the Union and furnish the name and date of termination of the employee.

SECTION 2

The Board shall post on the District's website a copy of this Agreement and shall provide a copy to each new employee upon employment.

SECTION 3

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the remaining provisions of this Agreement.

SECTION 4

There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be approved by the Union membership and the Board of Education in order to become effective.

SECTION 5

If there is any previously adopted policy, rule or regulation or the Board which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

SECTION 6

The Union's business representative shall be permitted to visit specific job sites where bargaining members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the Department Head before talking to bargaining unit members.

SECTION 7

The Board shall provide bulletin board space for the Union for the posting of notices in the areas designated for such notices.

SECTION 8

Any employee who is required by the Board to attend any training or conferences shall be reimbursed for enrollment fees, meals (where applicable) in accordance with current Board policy.

SECTION 9

When the Board creates a new classification within the bargaining unit or extensively changes an existing job, the Board shall establish appropriate pay rates, if any, for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration procedure of this Agreement.

SECTION 10

Professional fees and licensing of employees which are required for Board employment shall be paid for by the Board.

ARTICLE XVII - SAFETY & HEALTH

The Trumbull Board of Education will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.

ARTICLE XVIII - DURATION OF AGREEMENT

The term of this Agreement shall be effective July 1, 2024 to June 30, 2027.

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

UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF
AMERICA, LOCAL #21

By: _____
Lucinda Timpanelli
Chairperson

By: _____
President

Date: _____

Date: _____

APPENDIX A - SALARY SCHEDULE

	2024-2025		
% Increase	2.75% plus Step		
Classification	Step 1	Step 2	Step 3
	Yearly Rate		
Technician 1	\$69,355.21	\$70,771.29	\$72,215.84
Technician 2	\$79,891.28	\$81,521.48	\$83,185.55
Technician 3	\$85,609.88	\$87,321.41	\$89,068.15
Technician 4	\$100,163.90	\$102,208.78	\$104,294.31
Coordinator of Health & Parent Involvement/Social Services	\$65,565.54	\$66,903.59	\$68,268.96
Human Resources Generalist	\$79,706.67	\$81,300.79	\$82,926.81
	Hourly Rate		
Data Support Specialist	\$36.73	\$37.47	\$38.20
District/Curriculum Support Specialist	\$36.73	\$37.47	\$38.20

	2025-2026		
% Increase	2.75% plus Step		
Classification	Step 1	Step 2	Step 3
	Yearly Rate		
Technician 1	\$71,262.48	\$72,717.50	\$74,201.78
Technician 2	\$82,088.29	\$83,763.32	\$85,473.15
Technician 3	\$87,964.15	\$89,722.75	\$91,517.52
Technician 4	\$102,918.40	\$105,019.53	\$107,162.41
Coordinator of Health & Parent Involvement/Social Services	\$67,368.59	\$68,743.44	\$70,146.36
Human Resources Generalist	\$81,898.60	\$83,536.57	\$85,207.30
	Hourly Rate		
Data Support Specialist	\$37.74	\$38.50	\$39.25
District/Curriculum Support Specialist	\$37.74	\$38.50	\$39.25

	2026-2027		
% Increase	2.75% plus Step		
Classification	Step 1	Step 2	Step 3
	Yearly Rate		
Technician 1	\$73,222.20	\$74,717.23	\$76,242.33
Technician 2	\$84,345.72	\$86,066.81	\$87,823.66
Technician 3	\$90,383.17	\$92,190.12	\$94,034.26
Technician 4	\$105,748.66	\$107,907.56	\$110,109.37
Coordinator of Health & Parent Involvement/Social Services	\$69,221.22	\$70,633.88	\$72,075.38
Human Resources Generalist	\$84,150.81	\$85,833.82	\$87,550.50
	Hourly Rate		
Data Support Specialist	\$38.78	\$39.56	\$40.33
District/Curriculum Support Specialist	\$38.78	\$39.56	\$40.33

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

Report to the Board of Education
Regular Meeting – May 7, 2024

Dr. Semmel

Agenda Item – III-B

Approval/Minutes

- BOE Regular Meeting of April 16, 2024
- BOE Special Meeting/Executive Session of April 25, 2024

Recommendation:

Approve the minutes of the above noted meetings.

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT
Board of Education
Regular Meeting – April 16, 2024, 7:00 p.m.
Minutes

The Trumbull Board of Education met for a Regular Meeting at the Long Hill Administration Building.

Members present:

L. Timpanelli – Chairman
J. Norcel – Vice Chair
L. Nuland - Secretary
T. Gallo - online
J. McNamee
M. Petitti - online
A. Squicciarro

Members absent:

C. Bandecchi

Agenda Item I—Call to Order

The meeting was called to order at 7:00 p.m.

Agenda Item II—Preliminary Business

A. Salute to the Flag - The Public Session began with the Pledge of Allegiance to the Flag.

B. Recognition – THS Boys Basketball Team

The Trumbull High School Boys' Basketball team won the FCIAC Championship beating Staples 70-67 on February 27, 2024. The last time the basketball team won the FCIAC Championship was 1983.

The Board of Education and administration commended and congratulated the THS Boys' Basketball Team on this outstanding achievement and presented each of them with a certificate.

C. Correspondence – Mrs. Nuland read the following correspondence: The Mullins family wrote a letter regarding Booth Hill administration; Dr. Jessica Samuolis thanked the curriculum committee for listening to her request to embed social sciences into the K-12 curriculum and Bree Ann Prezioso has concerns about the PPT process at Hillcrest.

D. Public Comment – There were no public comment sign ups this evening.

E. Superintendent Report – Dr. Semmel

- We hope our families enjoyed their April break as we now look forward to the TPS end of the year activities.
- We are meeting with the Finance Committee of the Town Council on April 18 at 7:00 p.m. in the Town Council Chambers. The Superintendent will share the rationale behind the 2023-2024 school year budget and the need to utilize a portion of the non-lapsing account. We are hoping the Finance Committee of the Town Council will support a 4% budget increase for the 2024-2025 school year.

- Director of Operations Mr. David Cote is retiring this July and we are in the process of looking for his replacement. Mr. Cote will continue to facilitate the Tecton application to the State that is due June 30, 2024.

F. Board Chairman Report

- Mrs. Timpanelli attended the PD day on April 2 on New England Association of Schools and Colleges. THS will be evaluated by NEASC in September 2026.
- Tecton made a presentation to the Town Council on March 19 that included information on the educational specifications needed for completion of our application to the State due June 30, 2024.
- Congratulations to Marie Petitti who was named one of six Connecticut Delegates to the National Education Association of Retired Teachers.
- Mrs. Timpanelli toured a new building at CES that will house their special education program.

G. Student BOE Representatives Report

Grace Schober and Isabel O'Brien visited Middlebrook to meet with students; April is Autism Acceptance Month; at TECEC, students are exploring math; Frenchtown is celebrating students with autism; Booth Hill hosted March Madness teams; Daniels Farm students are learning about changemakers; Jane Ryan is immersed in math activities centered around basketball; Tashua is celebrating Women's History Month; Madison held a production of the *Wizard of Oz*; Hillcrest placed in the State Reflections Arts contest and at THS - spring sports; talent show led by Peer Leaders and the We the People team received a Unit 3 Award at the National Competition in Washington, D.C.

Agenda Item III—Reports/Action Items

A. Approval/Minutes

The minutes of the BOE Regular Meeting of March 12, 2024 were presented for Board approval.

It was moved (Norcel) and seconded (McNamee) to approve the minutes of the BOE Regular Meeting of March 12, 2024 as presented. Vote: Abstain-Gallo. In Favor-Timpanelli, Norcel, Nuland, McNamee, Petitti, Squicciarro. Motion passes.

The minutes of the BOE Special Meeting of March 26, 2024 were presented for Board approval.

It was moved (Norcel) and seconded (McNamee) to approve the minutes of the BOE Special Meeting of March 26, 2024 as presented. Vote: Abstain-Squicciarro, Gallo. In Favor-Timpanelli, Norcel, Nuland, McNamee, Petitti. Motion passes.

B. Personnel Report

Dr. Semmel presented the following certified resignations/retirements:

Angotta, Jill; teacher of the hearing impaired/deaf district-wide since August 2017, resigning effective April 5, 2024.

Barry, Eryn; special education teacher at Madison Middle School since April 2023, resigning effective June 30, 2024.

Guglielmo, Susanne; grade 5 teacher at Daniels Farm Elementary School since August 1998, retiring effective June 30, 2024.

Mitchell, Michelle; special education teacher at Hillcrest Middle School since January 2018, retiring effective June 30, 2024.

Pannese, Jenna; math teacher at Hillcrest Middle School since August 2022, resigning effective June 30, 2024.

Wyckoff, Margaret; grade 2 teacher at Tashua Elementary School since August 2008, retiring effective June 30, 2024.

It was moved (Norcel) and seconded (Nuland) to accept the resignations/retirements as presented.
Vote: all in favor

Dr. Semmel presented one non-certified retirement:

Cote, David; Director of Operations at the Long Hill Administration Building since August 2021, retiring effective July 31, 2024.

It was moved (Norcel) and seconded (Squicciarro) to accept the resignations/retirements as presented. Vote: Abstain-Gallo, In Favor-Timpanelli, Norcel, Nuland, McNamee, Petitti, Squicciarro. Motion passes.

Dr. Semmel presented one Request for Leave of Absence:

McCaffrey, James; English teacher at Trumbull High School since August 2010 is requesting a personal leave of absence without pay for the 2024-25 school year. This request complies with the Trumbull Board of Education Leave of Absence Policy, 4150.

It was moved (Norcel) and seconded (McNamee) to approve the Leave of Absence as presented for James McCaffrey without pay for the 2024-2025 school and in compliance with Trumbull Board of Education Policy 4150 Leave of Absence. Vote: Unanimous in favor.

C. TPAUD Survey Results

TPAUD, Trumbull's Prevention Partnership is a community coalition funded by a Drug-Free Communities Support Program grant from the White House Office of National Drug Control Policy and the Center for Disease Control & Prevention. Melissa McGarry presented the results of the student and parent surveys and responded to the Board's questions.

D. Non-Renewal of Non-Tenured Staff/Long Term Replacements

Prior to May 1 of any given year, the Board of Education is asked to non-renew the contracts of non-tenured staff whose employment may not continue. This year, the non-renewal process includes two long-term replacement (substitute) teachers. The long-term replacement teachers were hired for the 2023-2024 school year in a position of fixed duration. It is the opinion of the Superintendent that the non-renewals recommended are within the scope of the statutory teacher employment and tenure provisions, Section 10-151 of the Connecticut General Statutes; and are consistent with provisions of the TEA Agreement applicable to non-renewals of non-tenured and Long-Term Replacement teachers and non-tenured teachers.

It was moved (Nuland) and seconded (Squicciarro) that pursuant to the Connecticut General Statutes 10-151, the Trumbull Board of Education non-renew the teaching contract of the

following two long term replacement teachers at the end of their long-term contract or at the end of the 2023-2024 school year, whichever occurs first, as recommended by the Superintendent:

Long Term Replacements

Isabella Kunze – Middlebrook Elementary School

Aaron Superfin – ELITE/Next Chapter Books

and further move that the Superintendent of Schools be directed to communicate this action of the Board in writing to the above-named teachers and that the Superintendent of Schools be authorized to respond on behalf of the Board of Education to any requests which may be forthcoming from these teachers or their representatives pursuant to Connecticut General Statutes 10-151. Vote: Unanimous in favor.

E. IED (Increasing Educator Diversity) Plan

According to the Connecticut State Department of Education (CSDE), local and regional Boards of Education in Connecticut are mandated to develop and implement an Increasing Educator Diversity (IED) plan. This requirement stems from State legislation, specifically Public Act 23-167, Section 10. Mr. Joseph Chella presented the IED Plan for Trumbull.

It was moved (Norcel) and seconded (Squicciarro) to approve Increasing Educator Diversity Plan as presented. Vote: Unanimous in favor.

F. Policy Committee Report

Mr. Gallo reported that the Policy Committee of the Board of Education met on January 23, 2024. The following policy is presented for Second Reading and Approval:

5113 High School Attendance/Loss of Credit

It was moved (Gallo) and seconded (Norcel) to approve the Policy 5113 High School Attendance/Loss of Credit as presented. Vote: Unanimous in favor.

G. Curriculum Committee Report

Mrs. Petitti reported that the Curriculum Committee of the Board of Education met on March 28, 2024. The following curriculum and texts were presented for approval.

Approval/ Curriculum Texts and Guide Revisions

New Texts:

- a. Kindergarten ELA: Perkins, C. 2017. *Rapunzel*. Simon and Schuster,
- b. Grade 11/12 New Text Approval for the UConn course *If You Love It, Teach It--* A.Ornstein, D.Levine, G. Gutek, and D. Vocke. 2013. *Foundations of Education*, 13th Edition, Cengage Learning.

It was moved (McNamee) and seconded (Squicciarro) to approve the new texts as presented. Vote: Unanimous in favor.

Curriculum Course Revision Proposals:

- a. *12 Grade Creative Writing* for Honors Credit
- b. *12 Grade Physics* for ECE UConn Credit

It was moved (Petitti) and seconded (Norcel) to approve the new curriculum course revisions as presented. Vote: Unanimous in favor.

H. Financial Committee Report

Mrs. Norcel reported that the Financial Committee of the Board of Education met on March 28, 2024. Mr. Hendrickson presented the financial reports as of February 29, 2024 for approval.

It was moved (Norcel) and seconded (McNamee) to approve the financial reports as of February 29, 2024 as presented. Vote: Unanimous in favor.

Adjournment

Board Members gave unanimous consent to adjourn the Public Session at 8:35 p.m.

Trumbull Public Schools
Trumbull Board of Education
Thursday, April 25, 2024
Special Meeting/Executive Session – 6:00 p.m.
Minutes

Members present:

Lucinda Timpanelli, Board Chairman
Jackie Norcel, Vice Chairman
Lisa Nuland, Secretary – on phone
Tim Gallo
Julia McNamee
Marie Petitti

Members absent:

Chris Bandecchi
Alison Squicciarro

EXECUTIVE SESSION

It was moved (McNamee) and seconded (Gallo) to go into Executive Session at 5:57 p.m. for the purpose of interviewing the candidates for the position of Booth Hill School Principal. The Superintendent and candidates were invited into Executive Session. Vote: Unanimous in favor.

It was moved (McNamee) and seconded (Nuland) to come out of Executive Session at 8:43 p.m. Vote: Unanimous in favor.

In Public Session –

A motion was made by (Gallo) and seconded (Norcel) to approve the Superintendent be given the authority to offer the Booth Hill School Principal position to the top candidate. Vote: Unanimous in favor.

Motion to adjourn (Gallo) seconded (Norcel) at 8:44 p.m. Vote: Unanimous in favor.

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

Report to the Board of Education
Regular Meeting, May 7, 2024

Dr. Semmel

Agenda Item III-C

Personnel

Resignations – Certified

Pastir, Danielle; grade 3 teacher at Daniels Farm Elementary School since August 2008, retiring effective June 30, 2024.

Recommendation:

Accept.

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

Report to the Board of Education
Regular Meeting – May 7, 2024

Mr. Hendrickson / Dr. Wheeler

Agenda Item – III-D

Review TECEC Tuition

Recommendation:

- Mr. Hendrickson and Dr. Wheeler will review TECEC tuition in comparison to surrounding towns / facilities and make a recommendation.
- Review, discuss, and approve the proposed TECEC tuition increase.
- Motion: to move that the TECEC annual tuition be increased from \$4,000 => \$4,200 for the 2024-25 school year.

Local Public School Tuition Information 2024-2025								
	Program	Types of Classes	Number of Days (wk.)	Tuition	Tuition	Tuition	Notes	
	Bridgeport	3's and 4's	M-F	State fees			21 preschool sites.8:50-3:10. Follow state tuition guidelines	
	Darien	Unknown	4 day/wk	\$7,975			9:30-1:30 M-Th 16 hr. wk	
	Easton	3's and 4's	25 hours a week	\$6,462			5 day (full), 8:50-1:50 2024-2025 rate pending	
	Fairfield	Mixed	5 day/wk	\$5,298	\$2685 reduced		9:10-11:45 M-F, 12:45-3:15 M-F. Reduced rated based on need.	
	Greenwich	Mixed	5 hr. program	\$7,920	\$8,157		5/hr, 6.5/hr extended 2024-2025 rate pending	
	Monroe	3's and 4's	3 and 4 day	\$2277 (3day)	\$2926 (4day)		8:15-11:00 & 12:00-2:45 pending 2024-2025	
	New Canaan	3's and 4's	4 &5day, 3rs; 1 day 5hrs	\$6,050	\$6,765		3 hr. for 3's and 3 hr. for 4's with one extended by 2 hrs./wk.	
	Newtown	3s and 4's	4 days, halfday sessions	\$2400/10mos.			2024-2025 no change in rate	
	Norwalk	4's and 3's	5 day-4's,4 day-3's	\$3500/10mos.	\$3250/10mos		AM/PM half-day (3hr) sessions 2023-2024 rates, not set for 2024-2025	
	Redding	4's and 3's	5 day	\$6,816			8:20-1:20. Rate for 23/24 TBD this spring for 2024-2025	
	Ridgefield	3's and 4's	2:45 day	\$2,000			M-Th 2 hr 45 min. day *have not set 2023-2024 rates yet	
	Shelton	3's and 4's	5 day	Free program			5 days AM/PM 9:00-11:45 and 12:00-3:45	
	Stamford	Mixed	7:30-4:30 M-F	\$12,058	\$9,246	\$6,002	School Readiness Program for 4's by lottery -fee set by state. no rate chan	
	Stratford	Mixed	4 day/5 day	\$500 (AM)	\$550 (PM)		9:15-12pm M-Th, 12:45-3:30pm M-F no rate change	
	Trumbull	3' and 4's	4 Am or 5 PM 12.5 Hr	4000 ???	X		8:30--11:35 M-Th & 12:35-3:05- M-F	
	Westport	3s and 4s	5 am(3s), 5 extended(4s)	\$7719/11 mos	\$11,907/4's,5's		2023-2024 rate.	
	Wilton	3's and 4's	5 day	8100 (200)	9000 (200)		9-1:15pm M-F, 4's have option to stay till 3:30 T, Th.	
TECEC Peer Tution				TECEC Tuition History			% Increase	
			Current 2023-2024	Full capacity 2024-2025	Projected 2024-2025		2016-2017	
							\$2,270	
							\$2,700	19%
							\$2,700	0%
	3 year olds		54	60	~55		\$3,000	11.11%
	4 year olds		55	64	~60		\$3,300	10%
	Total peers		109	124	~115		\$3,600	9.10%
							\$3,900	8.33%
							\$4,000	2.56%
	2023-2024	\$4,000.00	x	\$496,000.00	\$460,000.00		2024-2025	\$4,200 5%
	2024-2025	\$4,100.00	x	\$508,400.00	\$471,500.00			
	2024-2025	\$4,200.00	x	\$520,800.00	\$483,000.00			
	2024-2025	\$4,300.00	x	\$533,200.00	\$494,500.00			
Daily Tuition								
	Current	Projected	% increase	~12.5 hr/wk	10 Month	Monthly increase		
	\$4,000.00	x	x	\$22.10	\$400.00	X		
		\$4,100.00	2.5	\$22.65	\$410.00	\$10.00		
		\$4,200.00	5%	\$23.20	\$420.00	\$20.00		
		\$4,300.00	8%	\$23.76	\$430.00	\$30.00		

St. Theresa School	2024-2025	Full Day	5 days	\$7800/10 month		9-3pm	
55 Rosemond Terrace		Full Day	4 days	\$6887/10 month		9-3pm	
Trumbull, CT 06611		Full Day	3 days	\$6134/10 month		9-3pm	
203-268-3236		Half Day	5 days	\$5460/10 month		9-11:30	
		Half Day	4 days	\$5032/10 month		9-11:30	
		Half Day	3 days	\$4573/10 month		9-11:30	
St. Catherine of Siena School	2024-2025	3's	4 days	\$5050/10mos	\$200 reg fee	7:50-12:00 PM	
190 Shelton Road		3's	5 days	\$5500/10mos	(non refundable)	7:50-12:00 PM	
Trumbull, CT 06611		4's	5 days	\$7300/10mos		7:50-2:00PM	
203-375-1947							
Holy Cross Lutheran Preschool	2024-2025	3 yr old/4 yr old	Full day	\$13,000.00			
5995 Main Street			Part day	\$5,100.00			
Trumbull, CT 06611							
203-268-6471							
Michele Glennon, Director							
Newlife Nursery School	2023-2024	3 yr old	TTh	\$3100/10mos		8:30-12:30 pm	Rate not set for 2024-2025
28 Hedgehod Road		4 yr old	MWF	\$3600/10mos		8:30-12:30 pm	
Trumbull, CT 06611		PreK5	M-F	\$4300/10mos		8:30-12:30 pm	
203-261-2728							
Jasmine, Director							
The Learning Experience	2021-2022	3's, 4's	Full-Day	\$6760/10mos		8:00-6:00	The Learning Experience will only discuss tuition rates during building tours and no longer give rates over the telephone
2285 Reservoir Avenue			Part-day	\$5940/10mos		8:00-12:00	
Trumbull, CT 06611			Extended Day	\$6420/10mos		8:00-3:00	
Strong Start Early Education	2023-2024	3's, 4's	M-F	\$1402/mo		6 hrs	Annual 4% rate increase
56 Quarry Road			M-F	\$1667/mo		9 hrs	
Trumbull, CT 06611			M-F	\$1767/mo		over 9 hrs.	

TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT

Report to the Board of Education
Regular Meeting – May 7, 2024

Mr. David P. Cote, P.E.

Agenda Item III-E

Middlebrook Elementary Roof Replacement Project:

The Middlebrook Roof Replacement Building Committee approved final acceptance of the completed project at their April 29, 2024 meeting. All invoices to the contractor have been paid and their Performance and Payment bonds have been released.

The attached Certificate of Substantial Completion signed by the architect and the building committee is provided for your information.

Recommendation:

The Board of Education to approve the Middlebrook Elementary Roof Replacement Project as being complete and accepts the building for public school purpose.



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Town of Trumbull - Middlebrook ES Roof Replacement	CONTRACT INFORMATION: Contract For: General Construction Date:	CERTIFICATE INFORMATION: Certificate Number: 001 Date: April 16, 2024
OWNER: <i>(name and address)</i> Town of Trumbull 5866 Main Street Trumbull, CT 06611	ARCHITECT: <i>(name and address)</i> Antinozzi Associates, P.C. 271 Fairfield Ave. Bridgeport, CT 06604	CONTRACTOR: <i>(name and address)</i> Silktown Roofing 27 Pleasant St. Manchester, CT 06040

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Antinozzi Associates,
P.C.



Paul A. Lisi, AIA -
Principal / PM

October 11, 2023

ARCHITECT (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Silktown Roofing
CONTRACTOR (Firm Name)

SIGNATURE

John C. McConville, President
PRINTED NAME AND TITLE

April 17, 2024
DATE

Town of Trumbull
OWNER (Firm Name)

SIGNATURE

PATRICIA BORGHESEN
PRINTED NAME AND TITLE

DATE

April 29, 2024
CHAIR, MB/BH Roof Building Committee