

Collective Bargaining Agreement

Between

SOMERS BOARD OF EDUCATION

and

**SOMERS NURSES LOCAL 1303-290 OF COUNCIL 4,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

July 1, 2020 – June 30, 2023

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This Agreement is entered into by and between the Somers Board of Education, hereinafter referred to as the "Board" and Somers Nurses Local 1303-290 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all full-time and part-time registered nurses (who work twenty (20) or more hours per week) employed by the Board, as certified by the Connecticut State Board of Labor Relations, Case No. ME-13,535.

ARTICLE II MANAGEMENT RIGHTS

Section 2.0 Except where it is specifically abridged by any provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to manage and direct the operation of the Somers Public Schools, in all its aspects, including, but not limited to, the acquisition, control, and regulation of all property, the employment and supervision of all employees, and the organization and administration of the program of the Somers Public Schools.

Section 2.1 No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein contained or as provided by law, shall be subject to the grievance provisions set forth in Article XII.

Section 2.2 Such rights include the right to delegate work to LPNs and/or unlicensed assistive personnel as permitted by the Connecticut Board of Examiners for Nursing Declaratory Rulings.

1. The BOE may, through the Superintendent of Schools, employ and assign LPNs to perform appropriate and legally permitted health office assistant duties in the Somers Public Schools, provided that the current number of RNs who are members of the Union are not reduced thereby; and that the Board meets with those members to discuss that proposal prior to making a decision.
2. The BOE will not seek to assign an LPN to a building to serve alone in the absence of an RN School Nurse unless no licensed RN substitute can be secured for the period of absence.
3. Any overtime opportunities which may from time to time arise in schools where an LPN is assigned will be offered to the RN School Nurse at the school in question on a preferential basis.

ARTICLE III UNION SECURITY

Section 3.0 The Board agrees to deduct from the wages of each employee of the bargaining unit who authorizes such deductions, either monthly dues or a service fee. The Secretary of the Union will supply the Board with signed statements from each member of the bargaining unit authorizing the deduction of dues or a service fee. Service fees and dues' deductions for each month will be made

during the first payroll period of each month. The total amount deducted each month in accordance with the provisions of this Agreement will be remitted by the Board together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which deductions are made.

Section 3.1 The Union agrees to indemnify and save the Board harmless from any and all claims, judgments, loss or damage, including court costs and attorney's fees arising as a result of the Board's compliance with the provisions of this Article whether in judicial, administrative or arbitration proceedings.

ARTICLE IV NO LOCKOUT - NO STRIKE

Section 4.0 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that it will not call or authorize any strike, slow-down, or stoppage of work during the period of this Agreement or any extension thereof.

ARTICLE V SENIORITY

Section 5.0 The Superintendent shall prepare a list of all nurses by seniority as of the first of each fiscal year and shall maintain such list on public file.

Section 5.1 Seniority is hereby defined as the nurse's total length of continuous, unbroken service with the Board dating from the most recent date of hire as a new employee of the Board. Seniority shall be considered broken for resignation, involuntary termination, retirement, layoff of more than one (1) year, unauthorized leave of absence and failure to return from layoff provided adequate notice of recall is given.

Section 5.2 Newly hired employees shall be considered probationary and shall attain neither seniority nor other rights until they have been continuously on the payroll of the Board for a period of sixty (60) working days. Such employees may be discharged or disciplined at the will of the Board during this probationary period, and no such discharge or discipline by the Board shall be subject to the grievance procedures. Once the probationary period has been successfully completed, seniority shall be retroactive to the commencement of employment.

ARTICLE VI VACANCIES, PROMOTIONS AND TRANSFERS

Section 6.0

- A. Notice of vacancies and/or new positions shall be posted on all school bulletin boards for five (5) working days prior to interviewing for the vacancy and/or new position. Any person interested in the position must apply, in writing, to the Superintendent's office within five (5) working days from the starting date of such posting. During the summer months, the Board shall notify the Union President by email of postings within five (5) work days of the occurrence of the opening.

- B. Appointments to positions shall be in accordance with the provisions herein. Where, in the opinion of the Board, ability, past experience, and qualifications are equal, the senior employee will be given preference. However, if, in the opinion of the Superintendent, the position available may be best filled by an outside individual or a current employee with less seniority than other applicants, it will be so filled.
- C. Nurses may be reassigned temporarily to other schools on an as-needed basis, as determined by the Superintendent/head nurse.

Section 6.1

- A. Transfers within and between locations shall be made by the Board or its designee in its discretion consistent with the Board's view as to the operations and needs of the Board.
- B. Employees wishing to transfer within or between locations within the positions in the bargaining unit shall be entitled to submit a written request for a transfer should an appropriate opening become available in the future. In determining transfers, the Board will review such written requests as may be on file. When, in the opinion of the Superintendent, all pertinent qualifications among employees interested in the job opening are equal, preference shall be given the most senior employee unless it is determined that the best interests of the system indicate otherwise.

Section 6.2 When a nurse is required to assume the duties of another nurse in addition to his/her own duties beyond five (5) consecutive days, said nurse will be prospectively paid fifty percent (50%) above his/her regular rate of pay and such payment shall continue for the duration of such performance of duties by said nurse.

ARTICLE VII REDUCTION IN STAFF - RECALL

Section 7.0 In the event of reduction in staff due to lack of work or fiscal problems, the Board will determine the position(s) to be eliminated. Full-time employees identified for layoff will be permitted to bump less senior full-time and less senior part-time employees, if qualified. Part-time employees identified for layoff will be permitted to bump less senior part-time employees, but may not bump full-time employees.

Section 7.1 Laid-off employees shall be rehired in reverse order of layoff, and no new employees shall be hired until all employees laid off have been given an opportunity to return to work. Employees on layoff shall retain recall rights for a period of one (1) year from the date of layoff.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.0 Nurses' hours of work shall be determined by the Board consistent with operational requirements and interests of education in the town. The normal work week shall be from Monday to Friday during periods when school is in session, plus orientation day and all teacher workshop days if attendance is required by the Board, provided that nothing in this contract shall be interpreted or construed as a guarantee of any minimum or maximum hours of work.

Section 8.1 Working hours are prescribed as follows:

- A. On predetermined half-day sessions, nurses will work normal hours to engage in professional development and other professional activities. On half-day sessions due to weather or emergency closings, nurses shall remain until the last bus leaves.
- B. Part-time nurse - at least five (5) but less than six (6) hours per day, but twenty (20) or more hours per week, with a paid duty-free one-half (1/2) hour lunch period. Full-time nurses will receive a paid duty-free one-half hour lunch period.
- C. Schedules for job-share nurses will be those agreed to between the nurses involved and the Board.
- D. Specific starting and ending times will be consistent with the hours that school is in session in the various buildings.
- E. Changes in work schedules will be made after notice to the Union and reasonable review time to discuss proposed changes. Any disagreement will be subject to Article XII of this Agreement.
- F. Nurses may be required to remain after school to attend the following meetings (attendance at such meeting shall be considered as part of the nurses' professional duties):
 - 1. Superintendent's general staff meetings or other meetings called by the Superintendent.
 - 2. Staff meetings as called by the head nurse.
 - 3. Faculty meetings or special education meetings called by the school principal or the planning and placement team (PPT).
 - 4. Special groups as authorized by the Superintendent.

Section 8.2

- A. Fringe benefits at Board expense shall not accrue to anyone working less than thirty-three (33) hours per week on an annual basis between July 1 and June 30, unless specified otherwise in this Agreement.
- B. Part-time nurses (i.e. nurses who work less than thirty-three (33) hours per week but who work at least twenty (20) hours per week) shall be eligible to receive at Board expense one-half of the level of coverage provided by the Board to full-time nurses for health insurance as specified in Article XVI. All additional costs shall be paid by the individual nurse. Part-time nurses shall receive no other fringe benefits except as specifically stated elsewhere in this Agreement.

Section 8.3 Work in excess of forty (40) hours per week will be paid at time and one-half (1 1/2).

Section 8.4 Time spent by nurses attending monthly nurse and faculty meetings will be paid at straight time.

Section 8.5 Nurses assigned to field trips, that require them to work outside their normal starting and ending times, will be paid at time and one-half (1-1/2) for all time worked outside their normal hours.

Section 8.6 Nurses shall have four (4) additional paid work days (total 186) which shall be used to complete necessary and essential job duties in preparation for the school year. Timesheets will be filled out accordingly and compensation shall be at the per diem rate.

Section 8.7 LPNs may be utilized as substitute Nurses when no Nurse is available or willing to take the shift. When an LPN is utilized as a substitute Nurse an RN must be available within the District for consultation.

ARTICLE IX HOLIDAYS

Section 9.0

A. The specific holiday dates for nurses shall be determined and distributed immediately after the establishment of the school calendar. The following paid holidays shall be granted to nurses:

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

*In the event that school is in session prior to Labor Day.

If school is open on any of the abovementioned holidays, the Board of Education will designate a substitute holiday within the same year, and that previous holiday will be a normal workday.

B. If the school calendar is revised so that one or more of the above-listed holidays is changed in title and/or day of celebration, the schedule shall be adjusted accordingly, provided that the number of holidays shall not be reduced.

ARTICLE X LEAVE PROVISIONS

Part-time nurses working 20 or more hours per week will be entitled to prorated benefits based upon a full-time equivalent position.

Section 10.0 Sick Leave:

A. Nurses are entitled to sick leave with full pay as per the following schedule:

1. Full time - 15 sick days per year

2. Part-time (including job-share nurses) - 15 sick days per year (at the applicable rate of hours worked per day).
- B. Each nurse shall be entitled to use five (5) days of sick leave in each year to attend to serious illness in the immediate family consisting of spouse, child, parent, or relative domiciled in the employee's house. With the approval of the superintendent (not designee), such leave may also be used to attend to the serious illness of a sibling not domiciled in the employee's house. The Board reserves the right to extend sick leave to any nurse under extenuating circumstances. Requests for such additional sick leave shall be submitted in writing to the Superintendent. The grant or denial of such requests shall not establish or be claimed as a practice or precedent for other requests. Unused sick leave shall be accumulated from year to year to a maximum of one hundred fifty-five (155) days, so long as the employee remains continuously in the service of the Board.

Section 10.1 Personal Days:

Requests for personal days shall be filed by the principal's office with the Superintendent of Schools two (2) business days in advance. A total of three (3) days without salary deductions may be allowed, and shall not accumulate from year to year for the following:

- A. Personal business that cannot be transacted outside of regular school hours (nurse not required to give a reason).
- B. Attendance in court or other legal demands outside the nurse's control.
- C. Attendance at graduation exercises (self, spouse, son/daughter).
- D. Other days in case of emergency or hardship may be granted at the discretion of the Superintendent, provided that the grant or denial of a request shall not establish or be claimed as a practice or precedent for other requests, whether similar or dissimilar.
- E. No days without salary deduction shall be granted immediately prior to or following a weekend, school holiday or vacation except for reasons specified in B., C., and D., above without the express written approval of the Superintendent. All such requests must be made by the staff member in person directly or by phone to the Superintendent of Schools or in his/her absence, the Director of Business Services, with a full explanation for such leave.

Section 10.2 Bereavement Days: All nurses shall be entitled to a maximum of five (5) bereavement days for a death in the employee's immediate family. Immediate family shall be defined as the employee's current spouse, parent, child, sibling, grandparent or stepparent or current spouse's parent, child, sibling, or grandparent or stepparent. One (1) additional day per year may be used for bereavement for the death of any other relative or friend.

Section 10.3 Jury Duty: Any nurse who is called for jury duty shall notify the Superintendent within one (1) working day of receipt of such communication.

- A. If, in the estimation of the nurse and/or Superintendent, such jury duty entailing absence away from the school system would be detrimental, request for exemption may be forwarded by the Central Office to the appropriate court officials.

- B. If such jury duty is served, the Board shall pay the difference between nurse's regular pay and compensation for said jury duty. Time served shall not be deducted from sick leave, bereavement days or personal days.

Section 10.4 Professional Leave: With prior written approval of the Superintendent, leaves not to exceed four (4) school days shall be granted for attending health-related continuing education conferences or important professional meetings. In addition, each nurse shall be allowed one (1) school day for the purpose of visiting health programs in some other school system. Each nurse shall submit a properly executed request form at least one (1) week in advance, and, upon approval, shall furnish a report to the Superintendent following the conference or visit. The Board shall provide nurses attending such meetings with full pay and reasonable expenses within the limits of appropriations.

Section 10.5 Leaves Without Pay: Upon the recommendation of the Superintendent, the Board may grant a leave of absence without pay for a period not to exceed one (1) year. Application for such leave of absence must be made in writing to the Superintendent at least forty-five (45) days prior to the date that the requested leave is to begin stating the reason for the request and the length of time desired, except in cases of extreme emergency. A leave of absence expires automatically at the date of expiration approved on the leave. Insurance benefits may be continued during leaves of absence with the full premium cost paid by the employee.

Leaves of absence for travel or study may be granted by the Board after two (2) years of service. A letter of intent must be presented to the Board before May 1st for the leave of absence starting in September of the same year.

Leaves of absence are limited to ten (10) school months in any five (5) year period. Exceptions may be granted upon request from the Superintendent and approved by the Board. Upon return from approved leave under this section, the employee will be assigned to his/her prior position. If said position has been eliminated, the employee shall have layoff/bumping rights as provided elsewhere in this Agreement.

Section 10.6 Extended Childrearing Leave:

- A. See copy of C.G.S. § 46a-60(a)(7) attached For Informational Purposes, as Appendix A.
- B. Any nurse may have the option of up to one (1) year childrearing leave of absence, without pay, following the birth of a child, provided such leave shall cease on either September 1 of the subsequent school year or September 1 of the next calendar year.
1. Notification in writing must be given to the office of the Superintendent five (5) working days prior to March 1 if said employee, on extended leave, plans to return in the next school year.
 2. In cases of requested leave for childrearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than three (3) months prior to the anticipated birth of a child, or the arrival of an adopted child, provided that exceptions may be made by the Superintendent in cases of adoption in the event such advance notice cannot be given. If extenuating circumstances exist relating to the birth of a

child, previously approved childrearing leave will be waived at the discretion of the Superintendent.

3. The cost of insurance and other employee fringe benefits shall be paid in full by the employee.

Section 10.7 Occupational Leave: Any employee who suffers an injury in the performance of his/her work shall be eligible for benefits under the Workers' Compensation Act and shall receive the Workers' Compensation benefit and a supplementary amount, which together shall not exceed one hundred percent (100%) of his/her normal net pay, for a period of one hundred fifty (150) working days from the date of the injury.

ARTICLE XI UNION REPRESENTATION

Section 11.0

- A. The Board recognizes and will deal with Union representatives in all matters relating to grievances, interpretations of the Agreement or in any other matters which affect, or may affect, the relationship between the Board and the Union.
- B. Release time without loss of pay shall be provided for one (1) official designated by the Union and the affected employee(s) to attend grievance and arbitration hearings, not to exceed a total of twenty (20) hours per month.

ARTICLE XII GRIEVANCE PROCEDURE

Section 12.0

- A. It is the desire of all parties to maintain close positive and continuous contact for the smooth running of the Somers Public Schools. It is understood that from time to time, situations may arise which require careful explanations and discussions. It is mutually agreed that informal resolution in such cases will be the first approach to be attempted.
- B. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this Agreement to an individual employee or group of employees. A grievance must be in writing and must set forth the specific section(s) alleged to have been misinterpreted or misapplied. The purpose of the grievance shall be to resolve at the lowest possible administrative level, issues which may arise from time to time.
 1. Definition of a "working day": A "working day" shall mean a day when school is in session.
 2. If a formal grievance has been filed on Step 1 on or after the last scheduled day of school, it shall be acted upon according to this item during the summer. "Days" here shall mean "workdays".

Section 12.1 Step 1: A grievance shall be considered waived if the employee does not file the grievance in writing within seven (7) days following the date he/she knew or reasonably should have known of the event or occurrence giving rise to the grievance. The employee must present a written statement of the grievance to the employee's supervisor and the building principal. The matter shall be discussed and a decision given to the employee within seven (7) working days of receipt of the grievance. Exceptions may be discussed as mutually agreed within six (6) months of the occurrence.

Section 12.2 Step 2: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 1, the aggrieved person may request a further review of the grievance by the Superintendent or designee by presenting the written grievance to the Superintendent within ten (10) working days of the receipt of the decision at Step 1. Within ten (10) working days, the Superintendent shall review the grievance at a meeting with the grievant and/or the Union representative. He/she shall render a written decision within ten (10) working days.

Section 12.3 Step 3: If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, he/she may request further review by presenting the written grievance to the Board of Education within ten (10) days after the receipt of the decision of the Superintendent or designee at Step 2. The Board or its designated committee shall review the grievance within thirty (30) days of receipt of the written request and shall render a written decision on the grievance within forty (40) days of the receipt of the request.

Section 12.4 Step 4: In the event that the Union is dissatisfied with the answer of the Board of Education, the Union shall notify the Superintendent in writing, within twenty (20) working days of the Board's answer, of the Union's intention to submit the grievance to arbitration before the Connecticut State Board of Mediation and Arbitration. The decision of the Board of Mediation and Arbitration shall be final and binding on both parties. The cost of such arbitration shall be shared equally by the Board and Union.

Section 12.5 The arbitrator shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement.

Section 12.6 Any grievance not taken to a higher step in the grievance procedure within the established time limit shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of the above time limits, except the initial filing period, may be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

Section 12.7 The President of the Union shall be designated by the Union for the purpose of adjusting grievances. The individual shall meet with the appropriate person at mutually agreeable times to adjust grievances.

ARTICLE XIII DISCHARGE AND DISCIPLINE

Section 13.0 No employee covered by this contract shall be discharged, suspended without pay, demoted, reprimanded or otherwise disciplined except for just cause. Any employee who has been discharged shall, if requested, be granted an interview with his/her Union representative before he/she is requested to leave the premises, provided that his/her Union representative is readily available.

Section 13.1 The principles of progressive discipline will be used in discipline matters unless the misconduct is severe.

Section 13.2 In all cases of discharge or other discipline, the Union President shall be notified of the action and a written copy of the discharge shall be mailed to the Union.

ARTICLE XIV
SAVINGS CLAUSE

Section 14.0 In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

Section 14.1 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

ARTICLE XV
WAGES, LONGEVITY AND DIFFERENTIALS

Section 15.0

A. Entry level base salary compensation during the term of the 7/1/2020 to 6/30/2023 collective bargaining agreement shall be as set forth below:

2020-21	\$43,000
2021-22	\$44,000
2022-23	\$45,000

The job rate, or maximum salaries, for those same years are set forth below:

2020-21	\$48,957
2021-22	\$50,426
2022-23	\$51,939

B. The Superintendent can hire a nurse at an amount within the range set forth above in each year of the contract. After one calendar year, the new hire will move up in salary to 50% of the difference between hire rate and job rate; after two calendar years, it will equal the job rate.

C. Longevity: An annual longevity stipend will be paid in one lump sum on the first pay period of the new school year according to the following criteria:

- a. Employees with at least ten (10) years of service but less than twenty (20) years by December 15th -- \$1,100.00 (prorated for part-time nurses).
- b. Employees with at least twenty (20) years of service years of service or more by December 15th -- \$1,600.00 (prorated for part-time nurses).

- c. Employees hired after June 30, 2017 are not eligible for longevity payments.
- D. Head Nurse: In exchange for performing agreed upon increased supervisory and administrative duties, the head nurse will receive an annual stipend of \$4,000 per year in each year of the contract.
- E. Differentials:

Effective July 1, 2020, in addition to salary, any nurse with a Bachelor's Degree will receive a \$750 stipend annually.

ARTICLE XVI INSURANCE

- A. The Board will provide the following coverages at no cost to the Employee:

Life Insurance: The Board shall provide for employees one hundred percent (100%) of the cost of life insurance, face value of fifty thousand dollars (\$50,000) for each eligible employee.

Long-Term Disability Insurance: The Board shall provide for employees one hundred percent (100%) of the cost of Disability Insurance (LTD) at a monthly benefit of 60% of Salary, up to a maximum of \$2,000. The Board may choose the same carrier for LTD and Life Insurance as long as the benefits remain substantially equivalent.

- B. Medical Insurance:

Effective July 1, 2020 the following provisions shall apply to all bargaining unit members and shall replace or supplement the provisions previously set.

- a) The \$2,250/\$4,500 HDHP/HSA Plan set forth in Attachment 1. Prescription drug coverage shall be treated as any other medical expense, until the applicable deductible is met, and then post-deductible prescription coverage shall be through the three (3)-tier managed drug plan, subject to co-payments of five dollar (\$5) generic formulary/ twenty-five dollar (\$25) brand formulary/forty dollar (\$40) non formulary for a 30 day supply retail. Mail order co-payments will be two (2) times the applicable retail co-payment for a ninety (90) day supply. Both medical and prescription drug services will count towards the in-network out of pocket maximums and will be \$3,250 individual/\$5,500 family including deductible expenses. The Board will contribute 50% each year toward the deductible.

The Board will make its deductible contribution to the employee's HSA account in two equal deposits, one in July and one in January of each school year.

All nurses who receive health insurance will be required to contribute their entire share of their HDHP deductible via payroll deduction unless the nurse can show enough of a balance in the HSA to cover the deductible.

b) Payment Schedule (Employee Contribution):

	2020-21	2021-22	2022-23
Employee Premium Cost Share	20%	21%	22%

c) Dental: In addition the Board of Education offers a dental program as described in Attachment 2.

	2020-21	2021-22	2022-23
Employee Premium Cost Share	20%	21%	22%

Any nurse ineligible for a Health Savings Account (“HSA”) shall be provided with a Health Retirement Account (“HRA”) instead.

C. Miscellaneous:

a) Family Medical Leave Act: The Board and Union acknowledge the provisions of the Family Medical Leave Act.

b) Probation: Probationary employees shall not be eligible for insurance coverage until they complete their probationary period, to the extent permitted under the Affordable Care Act (ACA).

c) Change in Carriers: The Board reserves the right to change insurance carriers for any part of the above coverages or to self insure in whole or in part, provided that coverage and services remain substantially equivalent under the plans as viewed as a whole. Prior to any such change, the Association shall be notified in writing at least thirty (30) days in advance and be given a full opportunity to review the proposed change for purpose of satisfying itself that the change will provide substantially equivalent coverage and services as provided above. However, should the Association not agree that such will be the case under the proposed change, it must notify the Board in writing within said thirty (30) day period in which case the parties agree to submit the question of whether the proposed changes are substantially equivalent in terms of coverage and services as defined above to an arbitrator with insurance experience under the arbitration procedures set forth in this contract's grievance and arbitration procedures. Such arbitration will be on an expedited basis.

D. Voluntary Waiver of Health Insurance Coverage:

a) Any nurse may elect on a completely voluntary basis to waive Board-provided health insurance coverage. Nurses electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year.

b) In consideration of any such voluntary waiver of insurance coverage, the Board will pay a total of two thousand dollars (\$2,000.00) per year to each such employee in quarterly installments each year that the waiver is in force.

c) Any nurse who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying the Superintendent in writing. Upon receipt of such

notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the nurse under Board-provided health insurance coverage.

- d) Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by law or by the applicable insurance carriers. Nurses who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underlying carriers.

ARTICLE XVII PENSION PLAN

Section 17.0 The Board has provided a pension plan for eligible members of the unit, entitled "Pension Plan for the Somers Educational Secretarial Association". The terms of such plan and copies thereof are available upon request. This benefit is only offered to employees hired before 7/1/2020. Effective 7/1/2020, the employee's contribution will increase to 4%. Current employees opting not to participate in the pension plan, and new hires not offered the pension plan, shall receive an annual contribution of \$500 and be permitted to participate in the Board's 403b plan.

ARTICLE XVIII MISCELLANEOUS

Section 18.0 Payroll: Nurses may select one of the following paycheck options. Each Nurse must notify the Board in writing of their selection by June 30, 2020.

1. Twenty-two (22) paychecks issued every other Friday in accordance with current school system payroll procedures.
2. Twenty-six (26) paychecks issued every other Friday, following the existing payroll procedure, with the final check issued on the last day of school. The last four (4) paychecks shall be issued at the same time as the twenty-second (22nd) paycheck.

Section 18.1 Employee Protection: The Board agrees to protect the employees as provided for in Section 10-235 (as amended) of the Connecticut General Statutes.

Section 18.2 Nondiscrimination: There shall be no unlawful discrimination by the Board or the Union against any employee of the Board of Education.

Section 18.3 Travel: All travel on school business approved by the Superintendent or Superintendent's designee will be reimbursed at the IRS mileage reimbursement rate

Section 18.4 Employee Review of Official Personnel Folders:

- A. Nurses desiring to review their official personnel folders will be permitted to do so by making an appointment with the Superintendent or his/her designee.

- B. Nurses will be afforded the opportunity to put on record any statement they wish to make about any information contained in the aforementioned folders.

Section 18.5 Membership fees to the Association of School Nurses of Connecticut and the National Association of School Nurses will be paid by the Board for each school nurse, not to exceed two hundred fifty dollars (\$250.00) per year per employee and up to \$110 for State of Connecticut nursing license renewal fees per year, per employee, will be paid by the Board.

Section 18.6 Resignations:

- A. Written notice of resignation must be filed with the Superintendent at least two (2) weeks in advance of separation. This notice shall include a statement of the reasons for this action.
- B. Any nurse who leaves the employ of the Board in good standing and who returns to the service of the Board within six (6) months of such separation shall, upon return, be credited with all past seniority accumulated prior to the separation date.
- C. Upon the retirement or death of the school nurse, following five (5) years of continuous service with the Board, such nurse or his/her survivors shall be paid an amount equal to two (2) days compensation established by the individual's current wages at the time of retirement or death for each year of service in this school system. This benefit is not available for any employee hired after June 30, 2014.
- D. Upon retirement, the Board agrees to allow nurses hired before 6/30/17 who have attained fifteen (15) or more years of service in the Somers Public Schools and achieved the age of fifty-five (55) or older to continue membership in group medical plans. However, one hundred percent (100%) of the premiums will be paid by the nurse.

Section 18.7 Three (3) signed copies and one electronic copy of this Agreement shall be presented to the Council 4, AFSCME AFL-CIO, Staff Representative on or after the date of signing.

Section 18.8 The employer agrees to furnish each employee in the bargaining unit with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees shall receive a copy of this Agreement at time of hire.

Section 18.9 Tuition Reimbursement:

The Board shall, upon presentation of an official transcript or certification of completion, reimburse tuition or continuing education costs related to the fields of school, community, or pediatric health, up to a maximum of \$1,000 per nurse in a given school year. All courses must be preapproved by the Superintendent and completed in the school year.

Section 18.10 Job-Sharing:

- A. It is agreed that the current practice allowing for job-sharing will continue under the terms of this Agreement, and that each job-sharing arrangement must have the annual approval of the Superintendent. Absent such approval, the job-sharing arrangement shall automatically terminate.

- B. Each job sharer will be entitled to the same leaves as full-time nurses. Absence during their part of the schedule will be equal to a full day. Job share nurses will receive full insurance coverage with each employee paying the pro rata premium cost between hours actually worked and full-time employment so that the Board will not be required to pay more than the cost of one (1) premium.
- C. If one job share nurse needs a substitute, the other job share nurse will have first option to substitute for the available work.
- D. Both job share nurses will work full days on orientation and all early closing workshop days unless excused by the Superintendent.

Section 18.11 CPR

The Board will provide CPR recertification, when required, at no cost to the nurses.

ARTICLE XIX
DURATION

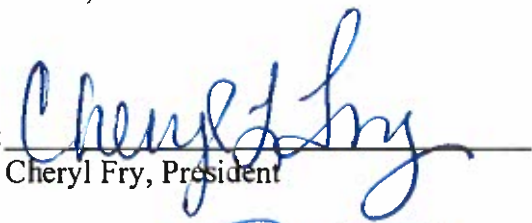
Section 19.0 This Agreement shall become effective retroactive to July 1, 2020, and shall remain in effect until June 30, 2023, and from year to year thereafter unless either party notifies the other no more than 180 days and no less than 150 days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Subscribed and sworn to by the parties this 26th day of August, 2020.

SOMERS BOARD OF EDUCATION

AFSCME, Local 1303-290


By: _____
Bruce Devlin, Chairman


By: _____
Cheryl Fry, President


By: _____
Lorin Datoe, AFSCME Representative

APPENDIX A

§ 46a-60. (Formerly Sec. 31-126). Discriminatory employment practices prohibited.

Effective: October 1, 2011

Currentness

(a) It shall be a discriminatory practice in violation of this section:

* * *

(7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform employees of the employer, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position;

* * *

APPENDIX B

Attachment 1



FlexPOS-CNT-HSA-2250I/4500F-17-Combined Open Access Contract Year Benefit Summary (A)

The individual deductible and out-of-pocket maximum applies if you have coverage only for yourself and not for any dependents. The family deductible and out-of-pocket maximum applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayments or coinsurance will not apply to services until the total deductible is met for the family, without regard to how much any one family member has met.

Your ConnectiCare health plan helps you get the care you need. Here are the most frequently used services. Refer to your certificate of coverage on connecticare.com for a complete list of benefits.

Personalized for: Somers Board of Education - Nurses

<p>In-Network Preventive Services These services are no cost to you when you use an in-network doctor or facility. Frequency is based on age and gender. For a complete list of preventive services and to find a doctor, refer to connecticare.com.</p> <p>Getting care within ConnectiCare's network typically costs you less. You may also get care outside of our network; however, your share of the costs will be higher. Out-of-network doctors and facilities do not appear in the "Find a doctor" directory on connecticare.com.</p>		
<ul style="list-style-type: none"> • Physical • Well woman visit and pap test • More than 25 screenings, including mammograms and colonoscopies • Flu shot • Vaccinations • Certain birth control and other prevention medications 		
	In-network member pays	Out-of-network member pays
<p>Your deductible Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network</p>	\$2,250 Individual \$4,500 Family	\$2,250 Individual \$4,500 Family
<p>Your out-of-pocket maximum Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services</p>	\$3,250 Individual \$5,500 Family	\$5,000 Individual \$10,000 Family
<p>Out-of-network reimbursement</p>	Not applicable	Plan will reimburse the coinsurance percentage of the maximum allowable amount
<p>After you have spent the out-of-pocket maximum amount, ConnectiCare will pay 100% of your covered health care expenses for the remainder of the year.</p>		

Screenings	In-network member pays	Out-of-network member pays
Baseline routine mammography (ages 35-39)	No charge	20% coinsurance after plan deductible
Annual routine mammography (age 40 or older)	No charge	20% coinsurance after plan deductible
Annual routine vision exam	No charge	20% coinsurance after plan deductible
Hearing Screenings one exam every year	No charge	20% coinsurance after plan deductible
Allergy testing Unlimited	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Ongoing Care and Sick Visits	In-network member pays	Out-of-network member pays
Primary care services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Specialist services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Gynecologist services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Maternity and prenatal care visits May not apply to all laboratory and radiology services - refer to your plan documents	No charge	20% coinsurance after plan deductible
Allergy injections Unlimited	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Telemedicine visit	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Retail clinic	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays
Laboratory services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Non-advanced radiology X-ray, diagnostic	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Advanced radiology Hospital facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible

Lab and Radiology Performed in a hospital, lab or radiology facility	In-network member pays	Out-of-network member pays
Advanced radiology Stand-alone facility MRI, PET and CAT scan and nuclear cardiology	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Sudden and Unexpected Care	In-network member pays	Out-of-network member pays
Urgent care or other walk-in clinic	0% coinsurance after plan deductible	Same as In-network benefit
Emergency room	0% coinsurance after plan deductible	Same as In-network benefit
Ambulance	0% coinsurance after plan deductible	Same as In-network benefit
Inpatient Hospital Services	In-network member pays	Out-of-network member pays
Inpatient hospital services, including room and board	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Skilled nursing and rehabilitation facilities up to 120 days per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Inpatient Rehabilitation up to 100 days per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient Hospital Services and Home Care	In-network member pays	Out-of-network member pays
Hospital outpatient facilities	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Ambulatory surgical center	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Home health services Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are applicable to 200 visit limit	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient Rehabilitative Services	In-network member pays	Out-of-network member pays
Rehabilitative Services up to 50 visits per year Once maximum is met additional visits above 50 are subject to Out- of-Network cost share (includes services combined for physical, speech and occupational therapy and chiropractic services)	0% coinsurance after plan deductible	20% coinsurance after plan deductible

Mental Health and Substance Abuse	In-network member pays	Out-of-network member pays
Inpatient mental health services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Inpatient alcohol and substance abuse treatment	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient mental health, alcohol and substance abuse treatment office visits and home services	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Outpatient mental health, alcohol and substance abuse treatment intensive outpatient treatment and partial hospitalization	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Supplies	In-network member pays	Out-of-network member pays
Durable medical equipment including prosthetics and disposable medical supplies No member cost for wigs prescribed by an oncologist for a member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Artificial Limbs includes associated supplies and equipment	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Diabetic equipment and supplies	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Modified food products and specialized formula pharmacy tier	0% coinsurance after plan deductible	20% coinsurance after plan deductible
Important Information		
<ul style="list-style-type: none"> • This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described are per member per Contract year. • Mammogram screenings, breast ultrasounds, and breast MRIs - Please refer to the Certificate of Coverage for details. • If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7722. • Out-of-Network reimbursement is based on the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information. • If you are a Massachusetts resident, please refer to your <i>amendatory rider for Massachusetts mandated benefits</i> for additional details of your benefits. • If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2020. 		



FlexPOS Combined Deductible Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: Somers Board of Education

<p>Covered prescription drugs through retail participating pharmacies or our mail order service. Generics are dispensed unless the provider writes "Dispense as Written" on the prescription.</p> <p>Your Plan includes the following: Mandatory drug substitution, Generic substitution program, Pay the difference waiver, Tiered cost-share program, and Voluntary mail order program.</p>		
	In-network member pays	Out-of-network member pays
Your deductible Deductible is combined for medical services and prescription drugs Deductible is combined for in and out-of-network	\$2,250 Individual \$4,500 Family	\$2,250 Individual \$4,500 Family
Your out-of-pocket maximum Includes a combination of deductible, copayments and coinsurance for medical and pharmacy services	\$3,250 Individual \$5,500 Family	\$5,000 Individual \$10,000 Family
Retail Pharmacy (up to a 34 day supply per prescription)	In-network member pays	Out-of-network member pays
Generic drugs (Tier 1)	\$5 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Preferred brand drugs (Tier 2)	\$25 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Non-preferred brand drugs (Tier 3)	\$40 copayment/prescription after plan deductible	20% coinsurance after plan deductible

Mail Order Pharmacy (up to a 100 day supply per prescription)	In-network member pays	Out-of-network member pays
Generic drugs (Tier 1)	\$10 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Preferred brand drugs (Tier 2)	\$50 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Non-preferred brand drugs (Tier 3)	\$80 copayment/prescription after plan deductible	20% coinsurance after plan deductible
Additional Information		
<ul style="list-style-type: none"> • Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply. • Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductibles, coinsurance, copayment or cost share maximum. • Most specialty drugs are dispensed through specialty pharmacies by mail, up to a 30 day supply. Specialty pharmacies have the same member cost share as all other participating pharmacies and are not part of ConnectiCare's voluntary mail order program. The member cost share for specialty pharmacy is different from the cost share for ConnectiCare's mail order program. • If you are a Massachusetts resident, please refer to your <i>amendatory rider for Massachusetts mandated benefits</i> for additional details of your benefits. 		

Attachment 2



Full Dental Plan

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of dentures
- ◆ Palliative emergency treatment
- ◆ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- ◆ Simple extractions**
- ◆ Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is **not covered** by the Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is **not covered** by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute our health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.

MEMORANDUM OF UNDERSTANDING

between
Somers Nurses Local 1303-290
and
Somers Board of Education

WHEREAS, the reopening of schools requires significant medical expertise in each of the schools; and

WHEREAS, there is a shortage of qualified school nurses in the State of Connecticut; and

WHEREAS, the Somers Public Schools is also experiencing a shortage of qualified school nurses; and

WHEREAS, the Board of Education and Nurses Association desire to retain qualified school nurses, both the Board of Education and the Nurses Association agree to adjust the following job rates for nurses employed prior to July 1, 2020:

- 2020-21: \$50,000
- 2021-22: \$51,500
- 2022-23: \$53,045

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties, and there is no agreement on the part of any party to do any act or other thing other than that expressly stated in this Agreement. Further, no oral representations or promises have been made that are not embodied and set forth in this Agreement.

NON-PRECEDENTIAL

The Board and the Association agree that this memorandum of agreement has no precedential value and shall not be cited as precedence by either the Board or the Association in any legal proceedings or in any other disputes between the parties.

JURISDICTION


The laws of the State of Connecticut govern this Agreement.

EXPIRATION

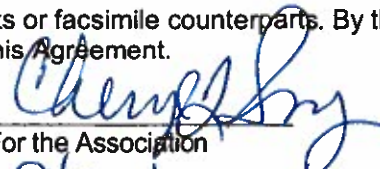
This agreement will be in effect July 1, 2020. This agreement will expire upon June 30, 2023.

EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts or facsimile counterparts. By their signature below, the parties agree to the terms and conditions of this Agreement.



For the Board of Education
8/26/20



For the Association
8/27/20