

AGREEMENT

BETWEEN

THE NEW MILFORD BOARD OF EDUCATION  
AND  
NEW MILFORD BOARD OF EDUCATION NURSES  
LOCAL 1303-154 OF COUNCIL 4  
AFSCME, AFL-CIO

July 1, 2021 to June 30, 2024

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## **PREAMBLE**

This Agreement is made and entered into by and between the New Milford Board of Education and Local 1303-154 of Council #4, AFSCME, AFL-CIO.

The intent and purpose of this Agreement are to set forth certain terms and conditions of employment for the school nurses employed by the New Milford Board of Education, to provide for a mutually satisfactory settlement of grievances, to assure the efficient operation of the school health program and to promote the highest professional standards in school health nursing.

## **ARTICLE I** **RECOGNITION**

### **Section 1.1**

The New Milford Board of Education (hereinafter called the "Board") recognizes Local 1303 of Council #4, American Federation of State, County and Municipal Employees (hereinafter called the "Union") as the exclusive representative of all permanent school nurses for the purposes of collective bargaining with respect to wages, hours and other conditions of employment pursuant to the Municipal Employer Relations Act.

### **Section 1.2**

The terms "Board of Education" and "Board," as used in this agreement, shall mean the Board or its designee. The term "Superintendent of Schools" and "Superintendent," as used in this agreement, shall mean the Superintendent or his or her designee.

## **ARTICLE II** **DUES DEDUCTION**

### **Section 2.1**

An employee retains the freedom of choice whether or not to become or remain a member of the Union. Dues or voluntary fees shall be deducted in ten (10) monthly installments beginning with the second payroll in September and each month thereafter.

### **Section 2.2**

Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorized form. Such deduction shall be discontinued upon written request of the member of the Union thirty (30) days in advance.

### **Section 2.3**

The amount of dues deducted under this Article shall be remitted to AFSCME Council #4, 444 East Main Street, New Britain, CT no later than 15 calendar days after the payroll period in which such deduction is made, together with a list of employees for whom any such deduction is made.

### **Section 2.4**

The Union shall indemnify and hold harmless the Board for any liability or damages incurred by the Board in compliance with this Article.

## **ARTICLE III** **DEFINITIONS**

### **Section 3.1 - School Nurse**

A registered professional nurse who performs school nursing activities independently as outlined by the New Milford School Health policies.

### **Section 3.2**

The nurse must be a Registered Nurse (RN.) from a diploma-granting school and licensed by the State of Connecticut.

### **Section 3.3**

In the absence of a qualified RN substitute, a LPN may be hired at a rate below that set forth in Appendix A.

## **ARTICLE IV** **SENIORITY**

### **Section 4.1**

Seniority shall mean the total length of continuous employment in the bargaining unit. Seniority shall be deemed to be unbroken during any period of authorized leave or layoff up to two (2) years. Seniority shall not accrue, but shall be bridged, in the case of layoff and/or unpaid leave of absence.

### **Section 4.2**

New employees shall serve a probationary period of sixty (60) work days. Upon the completion of the probationary period, the employees shall be granted seniority from the date of hire. During the probationary period, the employee may be disciplined or discharged at will and neither the Union nor the employee shall have recourse to the grievance procedure of this Contract.

### **Section 4.3**

If it becomes necessary to reduce the work force, the Board retains the right to make layoffs in the best interest of the school system. When experience and overall qualifications are considered by the Board to be equal, layoffs will be in accordance with seniority, the least senior employee first.

### **Section 4.4**

Nurses terminated because of reduction in the work force shall be placed on the reappointment list for a period of two (2) years. Nurses on the reappointment list shall be notified by letter, certified mail-return receipt requested, of any nursing vacancies in the school system. Notification shall be in accordance with the most senior employee being notified first of any such vacancy, and having ten (10) days to respond to such notice.

Notification will be sent to the nurse's last address as on file with the Board of Education. Failure by a nurse to respond to the notice as provided above or a nurse's refusal of the position that is offered shall result in the nurse's name being removed from the reemployment list.

The Board shall not fill any such vacancy from the outside until all qualified nurses on the reappointment list have been given the opportunity to fill the positions.

### **Section 4.5**

At least fourteen (14) calendar days written notice of layoff shall be given to the employee by the Board. When that is not possible, severance pay will be ten (10) days pay. Termination or suspension without compensation may be made with just cause.

### **Section 4.6**

Any bargaining unit member who voluntarily leaves shall give fourteen (14) calendar days written notice of resignation to the Board. Failure to provide the notice of resignation as required herein shall result in the forfeiture of any accrued but unpaid benefits.

## **ARTICLE V** **WORK YEAR, HOURS OF WORK, COMPENSATION**

### **Section 5.1**

The work year for all nurses shall be all days when school is in session plus two (2) days (i.e.,  $181 + 2 = 183$ ). In addition, the nurses will work four (4) days at their respective per diem rate, within the period of ten (10) days prior to the beginning of the school year (i.e.,  $183 + 4 = 187$ ). Including the six (6) paid holidays, annual salaries are based upon one hundred ninety-three days (i.e.,  $187 + 6 = 193$ ).

## **Section 5.2**

- A. The normal work day of personnel covered by this Agreement shall be seven (7) hours per day. The exact starting and ending times will be determined by the school principal and the employee in each school.
- B. The Nurse Coordinator shall work eight (8) hours a day with a minimum of one (1) hour per day dedicated to the duties of the Nurse Coordinator.

## **Section 5.3**

Principals may require, under emergency circumstances, that nurses work beyond their scheduled work day. The nurse will be paid at the regular rate for emergency and non-emergency work beyond the normal day for conferences and Planning and Placement Team meetings. If emergency or non-emergency work exceeds eight (8) hours in any one (1) given day, nurses will be compensated at one and one-half (1 1/2) times their regular rate for time worked beyond eight (8) hours.

## **Section 5.4**

Nurses may request to leave early on days that students have an early dismissal and may leave the building after all buses have left.

## **Section 5.5**

A registered nurse shall receive a twenty-five (25) minute paid lunch period with the understanding that he/she shall be available within the building on call if an emergency arises.

## **Section 5.6**

Salary (Appendix A) and longevity schedules (Appendix B) are hereto attached and are part of this Agreement.

## **Section 5.7**

Yearly evaluation conferences will be held between the school nurses and the building principals.

## **Section 5.8**

Formal classroom teaching by a school nurse holding a bachelor's degree and a teaching certificate from the State Department of Education will be compensated at the rate of \$6.50 for each hour of teaching in addition to the school nurse's regular rate of pay.

**Section 5.9**

Nurses required to use their vehicles in the course of their employment shall be paid at the current IRS rate in effect at that time.

**ARTICLE VI**  
**HOLIDAYS AND VACATIONS**

**Section 6.1**

The nursing staff shall have all school holidays and vacations as provided in the official school calendar. Of such holidays, each bargaining unit member shall be entitled to six (6) paid holidays each year, which shall be Thanksgiving and Christmas, the day before Christmas, the day before new years day, Martin Luther King Day, and Presidents Day. If school is in session during one of the, designated paid holidays, the administration shall designate a different day for the paid holiday.

The nurse must work the day immediately prior to, or after a holiday, unless the reason for not working is due to illness. In such case if a doctor's certificate is presented, the nurse will be paid for the holiday. If the nurse does not provide a doctor's certificate, then the holiday may be charged off to a personal leave day.

**ARTICLE VII**  
**SICK LEAVE**

**Section 7.1**

Sick leave shall be considered to be absence from duty with pay for illness or injury.

**Section 7.2**

Each employee shall be granted fifteen (15) paid sick leave days per year. Personal sick days shall be accumulative to a maximum of two hundred (200) days. Employees hired after July 1, 2021 shall accumulate up to 150 days.

**Section 7.3**

As employees of the New Milford Board of Education/Town of New Milford, workers compensation insurance is afforded in accordance with state law.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**Section 8.1**

- A. Personal leave days may not exceed four (4) paid days per year and must be arranged twenty-four (24) hours or more in advance, except in case of emergency, with the building principal. These days shall be for reasons which are necessary and compelling (medical, legal, educational or personal). All such days shall be for business which cannot be arranged during non-working time.
- B. Employees hired on or after July 1, 1995 will be entitled to three (3) personal days for necessary and compelling reasons.
- C. One of the personal leave days allotted each year may be used without specifying the reason. Such days may not be used on the day prior to or after a holiday or school vacation without the written consent of the Superintendent or designee.

**Section 8.2**

Religious leave shall be granted with pay providing a religious service is required and cannot be accommodated outside school hours. Absences for religious reasons shall not exceed three (3) days.

**Section 8.3**

For death in the immediate family - not exceed five (5) days per incident. The immediate family shall be defined as spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, and step-children, grandparents, grandchildren, and guardians. An additional day, subject to the approval of the Superintendent, may be granted for a death that occurs out of state.

**Section 8.4**

Leave of absence without pay may be granted at the discretion of the Board for valid reasons, such as family crisis up to one (1) year without loss of position on the salary schedule before the leave of absence.

**Section 8.5**

Leave of absence without pay may be granted at the discretion of the Board for up to one (1) year to further or complete education without loss of seniority. Upon re-employment, the nurse will remain at the same salary level.



**Section 8.6**

During a leave of absence, a nurse will be given the option of maintaining all his/her insurance benefits provided he/she pays the premiums. Malpractice insurance will be paid by the individual nurse during his/her leave of absence.

**Section 8.7**

The Board shall pay the difference between an employee's salary and the amount received for jury duty.

**Section 8.8**

Each nurse shall be allowed to utilize three (3) days of accumulated sick leave without loss of pay during each work year for illness in the nurse's immediate family, as defined in Section 8.3 of this Article, provided the nurse is the primary care giver for the immediate family member.

**ARTICLE IX**  
**HEALTH INSURANCE AND PENSION**

**Section 9.1**

The Board provided each nurse group health insurance coverage as described in the Medical and Dental Insurance Plans set forth in Appendix C of the 2015-18 Agreement through June 30, 2019. Effective July 1, 2019, the group health and prescription plan changed to have the plan features set forth in Appendix C-1 of this Agreement. The Dental Plan is set forth in Appendix C-2. Upon acceptance of their October 2019 application, the group health and prescription plan changed to the State Partnership Plan 2.0 (SPP 2.0), as set forth in Appendix D of this Agreement.

**Section 9.2**

An employee enrolled under the health insurance plan described above in Section 9.1 will participate in premium sharing by paying a percentage of the premium cost as follows:

Medical – Individual, Two Person and Family Coverage:

19% effective 7/1/2021;  
20% effective 7/1/2022; and  
21% effective 7/1/2023

Dental – Individual Coverage:

19% effective 7/1/2021;  
20% effective 7/1/2022; and  
21% effective 7/1/2023

Dental - Two-Person and Family  
100%

The Board will maintain a "Section 125" Salary Reduction Agreement whereby the employee's share of health insurance premiums and allowable medical and dependent care expenses will be excluded from taxable income.

**Section 9.3**

Group Life Insurance will be provided in the amount of 25% of salary for each nurse, 100% of salary after the completion of three (3) years of service (life volume amounts rounded to the nearest \$500).

**Section 9.4**

Malpractice insurance in the amount as follows:

Malpractice liability: \$ 2,000,000 each claim  
\$ 4,000,000 aggregate

**Section 9.5**

Disputes concerning eligibility for or payment or non-payment of benefits under the group insurance program which the Board provides are to be taken up directly with the carrier by the employee involved and will not expose the Board to any liability whatever.

**Section 9.6**

Notwithstanding any other provision of this Agreement, disputes concerning eligibility for or the payment or non-payment of any benefits provided for herein shall not be subject to the Grievance Procedure set forth in this Agreement, except if disputes are a direct result of mistake(s) or omission(s) by the Board or its employees, and not due to failure by employee(s) to report changes in insurance status.

**Section 9.7**

The Board will have the option to change carriers to self insure in whole or in part, provided it does not reduce the level of benefits or service when viewed as a whole; and/or in accordance with the Parties' MOU dated 12/1/19; and the Union is notified and allowed to review proposed changes prior to their implementation.

**Section 9.8**

Nurses may be eligible to participate in the Pension Plan for Town Employees, provided by the Town of New Milford.

## **Section 9.9**

Long term disability coverage for employees who have been employed as a school nurse with the New Milford Board of Education for three (3) years or more and who become totally and permanently disabled in accordance with the following:

- A. Monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of the employee's monthly salary (i.e., annual salary divided by twelve), up to a maximum benefit payment of \$2,000 per month.
- B. Benefit payments will begin ninety (90) days following the employee's last day worked or immediately after the employee has exhausted his/her sick leave benefits, whichever is later.
- C. Benefit payments cease when the disability abates or when the employee first becomes eligible to receive retirement benefits, whichever is sooner, but in no event will benefits be paid hereunder beyond the month in which the employee reaches their social security retirement age.

Three months prior to completion of the third year of employment, the employee shall bring this provision to the attention of the employer so that coverage can begin once necessary insurance paperwork has been completed. The Board will provide the Union with a seniority list, annually.

## **ARTICLE X MANAGEMENT RIGHTS AND SEVERABILITY**

### **Section 10.1**

Except to the extent modified by a provision of this contract, the New Milford Board of Education reserves and retains, solely and exclusively, all rights and authority to operate, manage, and administer the New Milford Public Schools, including all such rights and authority as existed prior to the execution of this contract.

### **Section 10.2**

Any provisions of this agreement adjudged to be unlawful shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XI**  
**CONDITIONS OF EMPLOYMENT**

**Section 11.1 - Appointment to Position**

Confirmation of appointment, job description and salary shall be in writing and given to each nurse and to the Union President.

**Section 11.2**

A copy of this Agreement shall be given to each nurse and new employees covered hereunder within thirty (30) days of filing of this contract of employment.

**Section 11.3**

School nurses shall be notified of programs being offered in the school system to other employees which in the opinion of the administration would be applicable to student health.

**Section 11.4**

An orientation of up to two (2) days conducted by nursing staff members assigned by the Superintendent or designee shall be scheduled prior to pupil days for any new nurse employed in the New Milford School System.

**Section 11.5**

Each school nurse is granted up to two (2) professional days with pay for the purpose of attending professional conferences, meetings, or workshops for professional growth and development. Such requests by the nurse must be submitted in writing and approved by the Superintendent or his/her designee.

Nurses will be paid for training mandated by the district or state if it is outside the parameters of their normal work schedule.

**Section 11.6**

There shall be monthly Staff Meetings for all nurses which shall normally be one (1) hour in duration. Such time shall be paid at the employee's normal hourly rate of pay, except for the Nurse Coordinator who will be compensated through her annual stipend.

**Section 11.7**

Bargaining unit employees, with the exception of the Nurse Coordinator, shall not be responsible for arranging for substitute coverages.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

**Section 12.1**

Any school nurse who has a complaint or grievance has the right to utilize the procedure as set forth in this Article. For purposes of this Agreement, a grievance shall be defined as any conflict in application, meaning or interpretation of this Agreement, or any other complaint arising from a discharge, suspension, discipline or demotion.

**Section 12.2**

- A. The grievant may have the right to representation at any and every stage of this grievance procedure. Either the Board or the nurse may ask for another party to be present at any step as well as the designated grievance committees without prejudice.
- B. A grievance must be brought within ten (10) days after the nurse knew or should have known of the act or condition on which the grievance is based.

**Section 12.3**

No one may act to deter a nurse from using the grievance procedure and his/her status will in no way be affected by his/her use of the grievance procedure.

**Section 12.4 - Step I**

The first step in the grievance procedure consists in the nurse's or his/her representative's presentation of his/her grievance in writing to his/her principal, who will promptly and courteously examine the facts of the matter, and who will try immediately to make a satisfactory adjustment of the grievance. A group grievance should be presented in the first instance to the lowest ranking supervisor common to all members of the group. No supervisor may refuse at any stage of the grievance procedure to hear a case on the grounds that a policy matter is involved. The principal shall render a decision in writing to the Union within a two (2) week period from the date of receipt of the grievance.

**Section 12.5 - Step II**

If a grievance is not satisfactorily resolved at Step I (see Section 12.4) within a two (2) week time limit, the grievance shall be submitted in writing to the Superintendent of Schools. The Superintendent of Schools shall have a two (2) week time limit to schedule a meeting with the grievant and/or his/her representatives, and within one (1) week time limit render a decision in writing to the Union.

### **Section 12.6 - Step III**

If a grievance is not satisfactorily resolved at Step H (see Section 12.5) within a one (1) week time period from the receipt of the Superintendent's answer, the grievance shall be submitted in writing to a committee representative of the Board of Education, for consideration. The Board shall have a period of two (2) weeks to schedule a hearing and a two (2) week period to render a decision in writing.

### **Section 12.7 - Step IV**

If a grievance is not satisfactorily resolved at Step III (see Section 12.6) within a two (2) week time period from the date of receipt of the Board decision, the Union shall submit in writing the matter before the State Board of Mediation and Arbitration, in accordance with its rules and regulations. The Board shall have the discretion to transfer any grievance submitted to the SBMA to the American Arbitration Association ("AAA") if the Board pays for the AAA filing fees and costs. The arbitration shall be final and binding, although subject to law. The arbitration costs shall be borne equally by both parties.

### **Section 12.8**

No employee shall be discharged or otherwise disciplined without just cause. All disciplinary matters shall be handled in writing and include a statement regarding reasons for the action taken. The Union President and Council #4 staff representative shall be given copies of any such correspondence at the same time that the employee is notified.

### **Section 12.9**

The Union President and one (1) employee shall not suffer any loss of pay for attendance at grievance, arbitration or Labor Board hearings if held during working hours.

## **ARTICLE XIII**

### **PART-TIME EMPLOYEE COMPENSATION AND BENEFITS**

#### **Section 13.1**

Nurses who are scheduled to work at least .5 but less than 1.0 of a full-time nurse's schedule shall be paid an hourly rate for each hour worked and shall receive paid time-off benefits on a pro-rata basis. Said nurses shall also be eligible for insurance benefits on a pro-rata basis. Pension eligibility is determined by the terms of the Town of New Milford Pension Plan.

#### **Section 13.2**

Nurses who are scheduled to work less than .5 of the full-time nurse's schedule shall be paid an hourly rate for each hour worked and do not qualify for any other benefits.

### **Section 13.3**

The provisions of this Article supersede any and all inconsistent provisions that may appear elsewhere in this Agreement.

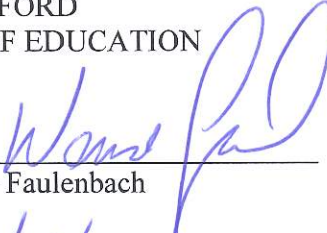
## **ARTICLE XIV DURATION**

### **Section 14.1**

The provisions of this Agreement shall be effective upon signing and shall continue and remain in full force and effect to and including June 30, 2024. Wage increases shall be retroactive to July 1, 2021 for employees on the payroll at the time of the execution of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be extended by their proper offices, hereunto duly authorized and their seals affixed hereto as of the date and year set forth below.

NEW MILFORD  
BOARD OF EDUCATION

By   
Wendy Faulenbach

Date: 1/19/2022

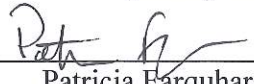
LOCAL 1303-154 OF COUNCIL 4  
AFSCME, AFL-CIO

By   
Robert Parziale

Date: 12/22/21

By   
Mary Ocutt

Date: 12/22/21

By   
Patricia Farquharson

Date: 12/22/21



**APPENDIX A**  
**SALARY SCHEDULE**

Hiring Range: Effective upon the signing date of this Agreement, no nurse shall be hired at a salary above that paid to a current employee with equivalent experience. Set forth below are the highest and lowest salaries paid to members of the bargaining unit during each year of this contract.

High

	<u>Highest</u>	<u>Lowest</u>
2021-22	\$55,739	\$46,625
2022-23	\$56,993	\$47,674
2023-24	\$58,275	\$48,746_____

Each newly hired employee shall be paid a salary within the existing range as determined by the Board based upon the employee's background, education and experience.

**General Wage Increase (GWI):** Each employee's base annual salary includes payment for 191 days, including holidays, and shall be increased, effective July 1' each year, by the following amounts:

Retroactive to July 1, 2021:	2.25%
Effective July 1, 2022:	2.25%
Effective July 1, 2023:	2.25%

The number of work days is subject to adjustment in the event the Board either increases or decreases the number of days school is in session.

**Per Diem and Hourly Rates:** The per diem rate is calculated by dividing the annual salary by 193. In the event the Board either increases or decreases the number of days school is in session, the annual salary will be increased or decreased by 1/193 for each day added or reduced and the fraction for determining the per diem rate will be adjusted accordingly. The hourly rate is calculated by dividing the per diem rate by 7, or for the Nurse Coordinator, by 8.

**Bi-Weekly Base Payroll Amount:** The regular bi-weekly base payroll amount shall be computed as follows:

Annual Base Salary + Longevity + Stipends Divided by 21.

Nursing Coordinator: Effective upon signing and prorated in 2019-20: \$5,000. As of 7/1/20: \$6,000.

- The Nursing Coordinator shall be rotated in 4 equal rotations during the school year with two (2) employees per rotation (the administration shall assign the 2 nurses each rotation);
- Each nurse shall be paid a prorated amount of the stipend, which shall be 50% of  $\frac{1}{4}$  of the stipend);
- The 2 nurses shall each share the our (1/2 hour each) of daily time necessary to perform the Nursing Coordinator duties; and
- The administration shall have the right to assign any nurse to the position in the event there is a vacancy due to illness, leave of absence, resignation, etc...

**Annual Stipend paid for further educational degrees:**

National School Nurse Certification - \$1,750

Bachelor's Degree - \$1,750

Masters' Degree – Bachelor's Degree Stipend plus \$1,250

**APPENDIX B**  
**LONGEVITY**

<b><u>Years of Service</u></b>	<b><u>Amount</u></b>
10-14	\$325
15-19	\$575
20 or more	\$825

The foregoing amounts are non-accumulative. This benefit is only available to employees who began their employment on or before the date in 2019 when this 2018-21 Agreement was signed.

## APPENDIX C-1 (Provided through 11/30/19)

Summary of Benefits and Coverage: What This Plan Covers & What It Costs

Coverage Period: 07/01/2019 to 06/30/2020

ConnectiCare Flex POS-CNT-HSA-2000I4000F-67-Combined

Coverage for: Individual + Family | Plan Type: POS



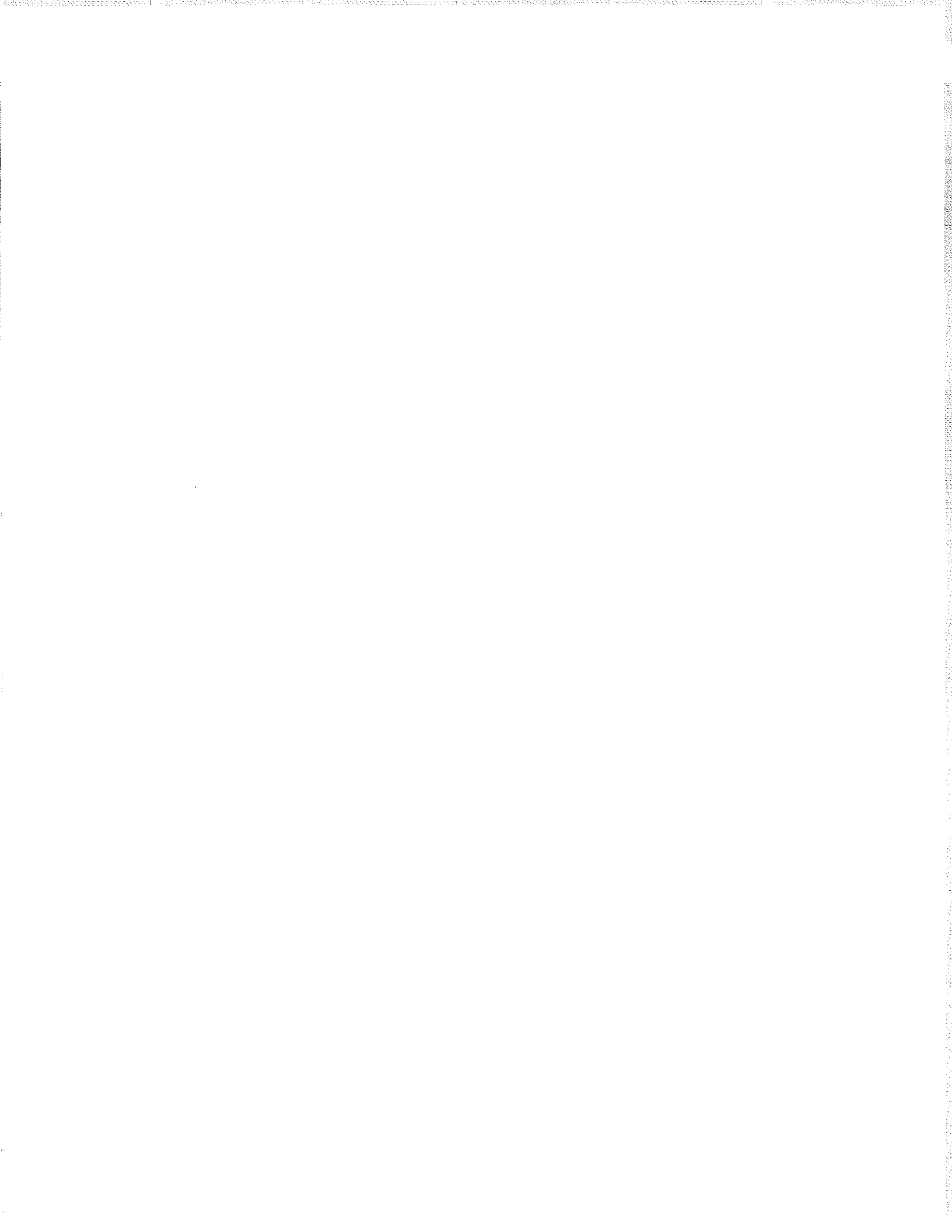
The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [www.connecticare.com](http://www.connecticare.com) or call 1-800-251-7722. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-251-7722 to request a copy.

<b>What is the overall deductible?</b>	In-Network: \$2,000 individual / \$4,000 family. Doesn't apply to preventive care. Out-of-Network: \$2,000 individual / \$4,000 family.	Generally, you must pay all the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
<b>Are there services covered before you meet your deductible?</b>	Yes. <u>Preventive care</u> is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	There are no other specific deductibles.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>What is the out-of-pocket limit for this plan?</b>	Yes. For participating providers: \$2,000 individual / \$4,000 family. For non-participating providers: \$4,000 individual / \$8,000 family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
<b>What is not included in the out-of-pocket limit?</b>	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
<b>Will you pay less if you use a participating provider?</b>	Yes. See <a href="http://www.ConnectiCare.com">www.ConnectiCare.com</a> or call 1-800-251-7722 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use a non-participating provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing).
<b>Do I need a referral to see a specialist?</b>	No.	You can see the specialist you choose without a referral.

NewHillFlex-C235000SBC

1 of 11



All payment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, or Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
	Specialist visit	0% coinsurance after plan deductible	20% coinsurance after plan deductible	
	Preventive care / screening / immunization	No charge	20% coinsurance after plan deductible	—none—
If you have a test	Diagnostic test (x-ray, blood work)	X-ray: 0% coinsurance after plan deductible, Lab: 0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required for certain services (ie: genetic testing)
	Imaging (CT / PET scans, MRIs)	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.

Payment Method/Event	Services/Event/Amount	What You Will Pay		Additional Services/Other Information
		At the time of service (You pay by check)	Out-of-Pocket Maximum (You pay by check)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.ConnectiCare.com">www.ConnectiCare.com</a>	Generic drugs (Tier 1)	0% coinsurance after plan deductible (retail); 0% coinsurance after plan deductible (mail order)	20% coinsurance after plan deductible (retail); Not covered (mail order)	Certain drugs will require <u>authorization</u> . Covers up to 30 day supply per prescription (retail); 90 day supply per prescription (mail order). <u>Specialty Drugs</u> are available from specialty retail pharmacies only and cover up to a 30-day supply limit.
	Preferred brand drugs (Tier 2)	0% coinsurance after plan deductible (retail); 0% coinsurance after plan deductible (mail order)	20% coinsurance after plan deductible (retail); Not covered (mail order)	
	Non-preferred brand drugs (Tier 3)	0% coinsurance after plan deductible (retail); 0% coinsurance after plan deductible (mail order)	20% coinsurance after plan deductible (retail); Not covered (mail order)	
	Specialty drugs (Tier 4)	Varies based on above drug categories	20% coinsurance after plan deductible (specialty retail only); Not covered (mail order)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance after plan deductible	20% coinsurance after plan deductible	<u>Authorization</u> is required. If you don't get <u>authorization</u> , you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
	Physician/surgeon fees	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None

Common Health Events	Services You May Need	What You Will Pay		Limitations, Exclusions, & Other Important Information
		In-network provider (You will pay the cost)	Out-of-network provider (You will pay the cost)	
If you need immediate medical attention	Emergency room care	0% coinsurance after plan deductible	Same as in-network benefit	None
	Emergency medical transportation	0% coinsurance after plan deductible	Same as in-network benefit	
	Urgent care	0% coinsurance after plan deductible	Same as in-network benefit	
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
	Physician/surgeon fee	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
If you have mental health, behavioral health, or substance abuse needs	Outpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	None
	Inpatient services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.



Common Medical Event	Services You May Need	What You Will Pay		Limitation, Exclusion, or Other Important Information
		Network Provider (You Will Pay the Most)	Out-of-Network Provider (You Will Pay the Most)	
If you become pregnant	Office visits	No charge for prenatal and postnatal care	20% coinsurance after plan deductible	Cost sharing does not apply to certain preventive services. Depending on the type of services, coinsurance or copayments may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional	0% coinsurance after plan deductible	20% coinsurance after plan deductible	
	Childbirth/delivery facility services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	

Common Health Plans	Services You May Need	What You Will Pay		Limitations, Exclusions & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. Nursing and therapeutic services limited to 200 visits. Home Health aide services are applicable to the 200 visit limit.
	Rehabilitation services	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. up to 72 visits per year (includes services combined for physical, speech and occupational therapy and chiropractic services)
	Habilitation services	Not covered	Not covered	Not covered
	Skilled nursing care	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%. up to 120 days per year
	Durable medical equipment	0% coinsurance after plan deductible	20% coinsurance after plan deductible	Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Network Provider (You will pay the fees)	Out-of-Network Provider (You will pay the most)	
	Hospice service	Applicable inpatient hospital facility or home health care cost share	Applicable inpatient hospital facility or home health care cost share	be reduced by the lesser of \$500 or 50%. Includes 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. Preauthorization is required. If you don't get preauthorization, you may be responsible for the total cost of the service or benefits may be reduced by the lesser of \$500 or 50%.
If your child needs dental or eye care	Children's eye exam	No charge	20% coinsurance after plan deductible	None
	Children's glasses	25% Discount	Not covered	25% Discount
	Children's dental check-up	Not Applicable	Not covered	None

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Cosmetic Surgery
- Dental Care (Adult)
- Habilitation Services
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs (discounted rate)

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Acupuncture coverage
- Bariatric surgery
- Chiropractic care
- Hearing aids (may be covered with limitations)
- Infertility treatment
- Private-duty nursing
- Routine eye care
- Routine hearing tests

#### Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 X61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov) or the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596. For more information on your rights to continue coverage, you may also contact the plan at 1-800-251-7722.

#### Your Grievance Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

Connecticut Member Appeals: PO Box 4961, Farmington, CT 06034-4961 or 1-800-251-7722

Connecticut Residents: CT State Department of Insurance at 1-800-203-3447 or [www.ct.gov/cid/site/default.asp](http://www.ct.gov/cid/site/default.asp)

Massachusetts Residents: MA Division of Insurance at 1-877-563-4467 or [www.mass.gov/ocahr/government/oca-agencies/dol-fp](http://www.mass.gov/ocahr/government/oca-agencies/dol-fp)

Employee Benefits Security Administration: 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

#### Does this Coverage Provide Minimum Essential Coverage? Yes.

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

#### Does this Coverage Meet the Minimum Value Standard? Yes.

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

#### Language Access Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-251-7722 (TTY: 1-800-833-8134).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-251-7722 (TTY: 1-800-833-8134).

—————To see examples of how this plan might cover costs for a sample medical situation, see the next page.—————

**About these Coverage Examples**



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **total charging amounts** (deductibles, copayments and coinsurance) and **excluded services** under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

<b>Peg's Plan: Stroke</b> (In-network emergency room visit and follow-up care)	<b>Joe's Plan: Type 2 Diabetes</b> (A year of routine in-network care of a well-controlled condition)	<b>Mia's Plan: Fracture</b> (In-network emergency room visit and follow-up care)
<b>The plan's overall deductible</b> \$2,000	<b>The plan's overall deductible</b> \$2,000	<b>The plan's overall deductible</b> \$2,000
<b>Specialist coinsurance</b> 0%	<b>Specialist coinsurance</b> 0%	<b>Specialist coinsurance</b> 0%
<b>Hospital (facility) coinsurance</b> 0%	<b>Hospital (facility) coinsurance</b> 0%	<b>Hospital (facility) coinsurance</b> 0%
<b>Other coinsurance</b> 0%	<b>Other coinsurance</b> 0%	<b>Other coinsurance</b> 0%
<b>This EXAMPLE event includes services like:</b> Specialist office visits (prenatal care) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (ultrasounds and blood work) Specialist visit (anesthesia)	<b>This EXAMPLE event includes services like:</b> Primary care physician office visits (including disease education) Diagnostic tests (blood work) Prescription drugs Durable medical equipment (glucose meter)	<b>This EXAMPLE event includes services like:</b> Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)
<b>Total Example Cost</b> \$12,600	<b>Total Example Cost</b> \$7,400	<b>Total Example Cost</b> \$1,900
<b>In this example, Peg would pay:</b> <i>Cost Sharing</i>	<b>In this example, Joe would pay:</b> <i>Cost Sharing</i>	<b>In this example, Mia would pay:</b> <i>Cost Sharing</i>
Deductibles* \$2,000	Deductibles* \$2,000	Deductibles* \$1,900
Copayments \$0	Copayments \$0	Copayments \$0
Coinsurance \$0	Coinsurance \$0	Coinsurance \$0
<i>What isn't covered</i>	<i>What isn't covered</i>	<i>What isn't covered</i>
Limits or exclusions \$60	Limits or exclusions \$60	Limits or exclusions \$0
<b>The total Peg would pay is</b> \$2,060	<b>The total Joe would pay is</b> \$2,060	<b>The total Mia would pay is</b> \$1,900
<p>Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact 1-800-390-3522.</p> <p>*Note: This plan may have other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.</p>		

Accessibility and Nondiscrimination Notice

ConnectiCare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ConnectiCare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

ConnectiCare:

- Provides free aids and services to people with disabilities to communicate effectively with us including qualified interpreters and information in alternate formats.
- Provides free language services to people whose primary language is not English, including translated documents and oral interpretation.

If you need these services, contact The Committee for Civil Rights.

If you believe that ConnectiCare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with The Committee for Civil Rights, ConnectiCare, 175 Scott Swamp Road, Farmington, CT 06032, 1-800-251-7722, and TTY number 1-800-833-8134. You can file a grievance in person at 175 Scott Swamp Road, Farmington, CT, or by mail, or fax (860) 674-2232. If you need help filing a grievance, The Committee for Civil Rights is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
290 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1-800-368-1019, 800-537-7697 (TDD)  
Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>

Language Access Services

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-251-7722 (TTY: 1-800-833-6134).

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-251-7722 (TTY: 1-800-833-6134).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-251-7722 (TTY: 1-800-833-6134).

注意: 如果您使用繁體中文, 您可以免費獲得語言協助服務。請撥電 1-800-251-7722 (TTY: 1-800-833-6134)。

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamate il numero 1-800-251-7722 (TTY: 1-800-833-6134).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-251-7722 (ATS: 1-800-833-6134).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis ed pou lang ki disponib gratis pou ou. Rele 1-800-251-7722 (TTY: 1-800-833-6134).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-251-7722 (телефакс: 1-800-833-6134).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-251-7722 (TTY: 1-800-833-6134).

رقم هاتف التمس والكم 1-800-251-7722. إن كنت سحدث أكثر اللغات، فإن خدمات المساعدة اللغوية متوفرة لك، المجانية. اتصل برقم

주의: 한국어로 문의하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-251-7722 (TTY: 1-800-833-6134)번으로 전화해 주십시오.

KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-224-2273 (TTY: 1-800-842-9710).

வாய் உ: க்கி அங்கு தமிழ் பேசும் உங்களுக்கு உதவி செய்யும் சேவைகள் கட்டாமல் கி. 1-800-224-2273 (TTY: 1-800-842-9710) டு அளவுகி.

PAUNAWA: Kung nagsasalita ka ng Tagalog, mayad kang gumamit ng mga serbisyo ng tulung sa wika nang walang bayad. Tumawag sa 1-800-224-2273 (TTY: 1-800-842-9710).

ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Κιλέστε 1-800-224-2273 (TTY: 1-800-842-9710).

முயிடுக: பீஸ்தெருகுகிஷாய காலசுயி, ஸாமிடுசுயசுகிஷால ஷாயிசுகிஷுசுய சிஹலசலுங்கிஷுகா டு சுகிடுசு 1-800-224-2273 (TTY: 1-800-842-9710)

சுயா: கி ஷி குசாமி ஷிஷா. கி ஷி ஷிஷுகு சாமி ஷிஷா ஷிஷா கி ஷிஷா. கி ஷி ஷி 1-800-224-2273 (TTY: 1-800-842-9710).

## APPENDIX C-2

### Dental Insurance

Individual Comprehensive Dental Plan providing coverage for preventive services at 100%, general services at 80%, and major services at 50%, subject to an annual deductible for general and major services of \$50 and a maximum benefit of \$1,000 per calendar year. The annual family deductible for general and major services is \$150. Members shall elect family coverage pursuant to this sub-paragraph by the first week of any school year.



**APPENDIX D**  
**(Coverage Effective 12/1/19 )**

GROUP HEALTH INSURANCE: SPP 2.0

The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. The parties acknowledge that the rate set by the SPP will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute. The Union accepts the blended rate as calculated by the Employer's insurance consultant.
- b. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Employer. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- c. In the event any of the following occur, the Employer or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
  - i. If the SPP in its current form is no longer available; or if the benefit plan design of the SW is modified as a result of a change to the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
  - ii. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Employer, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or
  - iii. If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and

Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.

- d. In any negotiations triggered under subparagraph "c" above, the parties shall consider the health insurance set forth in the Collective Bargaining Agreement as of 7/1/19 to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
  - The costs of different plan designs, including a high deductible health plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing when applying the statutory criteria in making its ruling.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEW MILFORD) BOARD OF EDUCATION  
AND  
LOCAL 1303-154 OF COUNCIL 4, AFSCME, AFL-CIO, NURSES

As part of the settlement of the negotiation of the 2013-22 collective bargaining agreement, the parties agreed as follows:

The Board agrees that it will not hire a LPN nurse, pursuant to Section 3.3 of the collective bargaining agreement, for any full time position, before July 1, 2024.

NEW MILFORD BOARD OF EDUCATION

LOCAL 1303-154 OF COUNCIL 4,  
AFSCME, AFL-CIO, NURSES

\_\_\_\_\_  
*Wendy*  
Date: 1/19/2022

\_\_\_\_\_  
*Mary O'Connell*  
Date: 12/21/2021