

PROFESSIONAL AGREEMENT
BETWEEN THE
MANSFIELD BOARD OF EDUCATION
AND THE
MANSFIELD SCHOOL NURSES' ASSOCIATION

JULY 1, 2018 – JUNE 30, 2021

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**PROFESSIONAL AGREEMENT BETWEEN
THE MANSFIELD BOARD OF EDUCATION
AND THE MANSFIELD SCHOOL NURSES' ASSOCIATION**

ARTICLE 1

RECOGNITION

The Mansfield Board of Education (hereinafter referred to as the "Board") hereby recognizes the Mansfield School Nurses' Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for individuals who are regularly employed by the Board as school nurses (excluding supervisors and all others excluded by the Municipal Employees Relations Act), for the purposes of professional negotiation between the Board and the Association with respect to salaries and other conditions of employment and to secure prompt and fair disposition of grievances.

ARTICLE 2

BOARD PREROGATIVES

All rights, powers, authority and prerogatives of the Board, as specified by Connecticut General Statutes, shall continue to remain exclusively vested in the Board.

ARTICLE 3

PROFESSIONAL NEGOTIATIONS

- A. Negotiations shall proceed in accordance with the Municipal Employees Relations Act.
- B. During negotiation, the Board and the Association shall exchange relevant data, points of view, and proposals and counterproposals with respect to salaries and other conditions of employment about which either party wishes to negotiate. The Association may utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE 4

SEVERABILITY

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 legal jurisdiction, such provision or portion shall be severed from this agreement, and the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 5

GRIEVANCE PROCEDURE

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise, under this Agreement, affecting the welfare or working conditions of nurses. Both parties agree that proceedings shall be kept as confidential as is appropriate.
- B. Definitions
 - 1. "Grievance" shall mean a claim based upon a complaint by a nurse(s) that there has been a violation, misinterpretation of or misapplication of the provisions of this Agreement.
 - 2. "Nurse" shall mean any individual regularly employed as a school nurse by the Board as defined by Connecticut State Statute.
 - 3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein, any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 - 4. "Days" shall mean business days.
- C. Time Limits
 - 1. Since it is important that a grievance be processed as rapidly as possible, the number of business days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
 - 2. If a nurse does not file a grievance in writing to the Director of Special Education and Support Services within fifteen (15) business days after s/he knew or, under normal circumstances, should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant nurse at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedure

1. If a nurse feels that s/he may have a grievance, s/he shall first discuss the matter with his/her Building Principal in an effort to resolve the problem informally.
2. If the nurse is not satisfied with the disposition of the matter, s/he shall then have the right to have the Association assist him/her in further efforts to resolve the problem informally with the Building Principal, the Superintendent of schools or appropriate administrator.

E. Formal Procedure

1. Level One - Director of Special Education and Support Services

- a. If a grievant nurse is not satisfied with the outcome of informal procedures, s/he may present his/her claim as a written grievance to the Director of Special Education and Support Services within the specified time period.
- b. The Director of Special Education and Support Services shall, within five (5) business days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant nurse.
- c. If the nurse files a written grievance with the Director of Special Education and Support Services, a copy of the written grievance will also be forwarded to the Association. The Director of Special Education and Support Services will send a copy of his/her decision to the nurse and the Association.

2. Level Two - Superintendent of Schools

- a. If the grievant nurse is not satisfied with the disposition of his/her grievance at Level One, s/he may within five (5) business days after receipt of the written decision of the Director of Special Education and Support Services, file his/her written grievance with the Association.
- b. The Association shall, within five (5) business days after receipt, refer the grievance to the Superintendent, if it is determined by either the grievant nurse or the Association that the grievance is to be pursued.
- c. The Superintendent shall, within ten (10) business days after receipt of the referral, meet with the grievant nurse and with representatives of the Association for the purpose of resolving the grievance.

- d. The Superintendent shall, within seven (7) business days after the hearing, render his/her decision and the reasons therefore in writing to the grievant nurse with a copy to the Association.

3. Level Three - Board of Education

- a. If the grievant nurse is not satisfied with the disposition of his/her grievance at Level Two, s/he may, within three (3) business days after receipt of the decision, file the grievance again with the Association for appeal to the Board of Education.
- b. The Association shall, within three (3) business days after receipt, refer the appeal to the Board of Education.
- c. The Board shall, no later than its next regularly scheduled meeting after the meeting at which it receives the appeal, meet with the grievant nurse and with representatives of the Association for the purpose of resolving the grievance.
- d. The Board shall render its decision and the reasons therefore in writing to the grievant nurse with a copy to the Association, within ten (10) business days following the hearing of the appeal.

4. Level Four – Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant nurse, the Association may submit the grievance to arbitration by notifying the Board and the American Dispute Resolution Center, Inc. in writing within ten (10) business days of the Board's decision. Arbitration shall proceed in accordance with the rules of the American Dispute Resolution Center, Inc.
- b. The arbitrator selected shall confer promptly with representatives of the Board and the Association, and shall review the record of prior hearings, and shall hold such further hearings with the grievant nurse and other parties in interest, as s/he shall deem requisite.
- c. The arbitrator shall, within thirty (30) business days after the hearing render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasonings, and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding provided the arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under the law and this Agreement.
- d. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.
- e. No employee may proceed to Step Four on his/her own; only the Association may submit a grievance to arbitration.
- f. Either party may request mediation services from the State Board of Mediation and Arbitration.

F. Rights of Nurses

1. No reprisals of any kind shall be taken by the Board, the Association or by any member of the administration against any participant in the grievance procedure by reason of such participation.
 2. Any party in interest may be represented at Level Two or higher of the Grievance Procedure by a person of his/her own choosing except that s/he may not be represented by a representative or by an officer of any nursing organization other than the Association.
 3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.
- G. Obligation of Nurses: This is the official mutually agreed upon procedure by which nurses register grievances and nurses will proceed exclusively in accordance with this procedure.

ARTICLE 6

EMPLOYMENT YEAR

- A. Ten-month Contract: This contract extends for the period of the employment year defined below. The Board will notify nurses of the calendar by June 1st of the preceding school year or sooner if possible.
- B. The employment year shall be consistent with the teacher work year as determined by the Board. If the Board, in its discretion, elects to lengthen the employment year beyond 189 days, it will pay an additional per diem, calculated on the prior teacher work year calendar.
- C. The nurse will be included in the registration process at the Middle School level for up to five (5) days, at the per diem rate, which is equal to their annual pay as of September of that year, divided by one-hundred and eighty-nine (189) days, for work before school starts, and up to one (1) days at the per diem rate after school ends, as determined by the Middle School administrator. Each elementary school nurse will have up to four (4) days of paid time calculated at the per diem rate, which is equal to their annual pay as of September of that year, divided by one-hundred and eighty-nine (189) days, for the registration process prior to the start of school. This time will be flexible and determined by each individual nurse, may be used in partial day increments, and is subject to the approval of the applicable elementary school administrator. The total number of days prior to the start of school for the Middle School and Elementary School is the result of having one less professional development day at the end of the school year.

ARTICLE 7

LENGTH OF NURSES' DAY, ATTENDANCE AT FACULTY MEETINGS

- A. Length of Nurses' Day
 - 1. Unless otherwise assigned, nurses shall work seven-and-one-half (7½) hours per day (including lunch). On early closing days, nurses shall remain until after the final bus leaves.
- B. Attendance at Faculty Meetings
 - 1. Nurses shall attend selected faculty meetings as determined by each individual nurse and school principal. Such faculty meetings shall end no later than one hour after the end of the nurses' workday and shall not exceed twelve (12) per school year.
 - 2. Attendance at faculty meetings does not preclude attendance at one district-wide, in-service meeting or workshop occurring during the same week held on a different day.
 - 3. On the day before the student school year begins, the staff shall receive a list of the dates of at least nine (9) of the twelve (12) regular faculty meetings.
 - 4. If available, nurses shall receive a written agenda at least one day before the regular faculty meetings.

ARTICLE 8

DUTY-FREE LUNCH

All nurses shall have an uninterrupted duty-free lunch period daily of at least twenty-five to thirty (25-30) minutes duration (or compensatory time if interrupted to provide services for serious student or staff medical needs).

ARTICLE 9

HIRING, TRANSFERRING, AND PROMOTING

- A. All vacancies and available promotions including newly created positions will be published, dated and posted for the staff as soon as they are known. Positions will be posted for a minimum of seven (7) days before being filled.

- B. Nurses who desire to transfer the succeeding year shall file a written statement of such desire with the Director of Special Education and Support Services within the posting period.
- C. Transfers initiated by the administration shall be made only after a meeting between the nurse involved and the Superintendent, or his/her designee, at which time the nurse shall be notified of the reasons for the transfer.
- D. Notice of transfer shall be given to the nurse as soon as possible, but not later than one month prior to the close of the school year.
- E. Prior to the end of the school year, any bargaining unit employee who wishes to be considered for any vacancy occurring during the summer shall notify the Superintendent in writing.
- F. All positions will be filled by the best qualified person.

ARTICLE 10

LEAVE POLICIES

The Board and Association agree that the best interests of students are usually served when they are working with their regularly assigned nurses.

The Board and Association agree that in some cases, temporary absences are unavoidable. However, such absences should occur only when absolutely necessary and we encourage minimal use of these policies.

- A. Individual Leave. Nurses will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons with no further explanation, provided the absences are approved by the Principal and Superintendent of Schools. Specifically excluded from individual leave with pay are absences which result in an extension of any vacation unless approved by the Superintendent. Additionally, there may be no extension of a Holiday unless used for legal business, attendance at academic exercises and other pressing matters which are unavoidable and beyond the nurse's control and which cannot reasonably be attended to on non-school days.
- B. Professional Leave. The Board of Education encourages each nurse to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions and/or through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the nurse and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon advance written approval of the principal and the Superintendent.

C. Bereavement Leave

1. In the event of a death in the family of a staff member, specifically - spouse, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law a maximum of five (5) days absence may be granted without loss of pay.
2. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one (1) day of absence may be granted without loss of pay.

D. Sick Leave.

1. Each full-time employee is eligible for fifteen (15) days sick leave with full pay in each school year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board of Education, or on authorized leave, but shall not exceed a maximum of one-hundred-and-eighty (180) days. These fifteen (15) days shall be accrued from the first day of employment in the school year. All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.
2. Use of Sick Leave. Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. No more than ten (10) days sick leave per year may be used to render care to an immediate family member. Immediate family member shall mean spouse, parent, sibling, child or other person(s) residing in the same household of the staff member. Extensions of such leave may be requested under Article 10, Section 1.2.
3. For extended absences, the Board may require proof of illness or, in rare circumstances, an examination by a Board appointed physician.
4. An employee who is on sick leave shall retain all rights as any other regularly employed staff member.
5. Notwithstanding the provision of Article 10, Section D (Sick Leave), any nurse who takes an unpaid leave of absence for a qualifying FMLA event for illness of an immediate family member shall substitute up to ten (10) accumulated sick days for such leave. Any paid sick leave used for this purpose shall run concurrently with the FMLA leave used.

E. Leave for Jury Duty

Any nurse who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from

personal days. The nurse shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.

F. Sabbatical Leave.

The Superintendent shall determine leave based on the availability of suitable substitutes and shall review and approve worthwhile programs subject to the following conditions:

1. No more than one nurse shall be on sabbatical leave at any time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than February 1 of the year proceeding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
3. The nurse shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
4. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid 1/2 of the base rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the nurse's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is calculated.
5. The nurse, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the nurse shall not elect to return, the nurse shall reimburse the Board fully for all sabbatical payments made by the School Board.
6. The nurse returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though s/he had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of sick leave.
7. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education.
8. Normally, a sabbatical leave shall not be granted to a nurse whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.

G. Leave for Work-related Injury

1. The Board guarantees nurses no loss of pay for injuries for which they can establish eligibility for Workers' Compensation for as long as eligibility exists, but in no case for more than one (1) calendar year from the date of injury.
2. The employee's sick leave will be used on a pro rata basis to compensate for the difference between normal salary and that received from Workers' Compensation.
3. If the employee's sick leave becomes exhausted during this period, the Board will pay the difference between normal salary and Workers' Compensation for a period of up to six (6) months.

H. Other Leaves

1. The Superintendent may, at his/her discretion, grant up to three days leave without pay per employee each year.
2. On the rare occasion when an employee may have an extended period of disability which requires absence from his/her position beyond absences covered by his/her accumulated sick days, that employee may request the Association to establish an Emergency Sick Day Bank on his/her behalf. Employees wishing to, may contribute up to five (5) days each of their accumulated sick days to the bank. These days will be used exclusively by the applicant. Any unused days will revert back to the contributors on a prorated basis.

Nurses, in accordance with this provision of the Agreement regarding the number of allowable days to donate toward the establishment of a sick leave bank, may donate and receive sick leave days with the agreement of the Teachers' bargaining unit.

3. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence without pay not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board will act upon each such request in the best interests of the school system. Employees on such leave shall have the option to participate in the group insurance program and pay the required premium.
4. Employees shall be eligible for leave in accordance with all provisions of the Family and Medical Leave Act.

- I. Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.
- J. In any case where a paid leave is granted to a staff member for purposes for which the nurse is to be reimbursed by a fee, the staff member shall receive only a rate of pay equal to the difference between his/her contractual step on the professional schedule and the fee received.

ARTICLE 11

RETIREMENT

- A. Bargaining unit employees shall be eligible for participation in the Board of Education Retirement Plan: the Municipal Employee Retirement System (MERS), in accordance with the provisions of the plan, as may be amended from time to time.
- B. Employees retiring under MERS may continue participation in the insurance program offered by the Board, at the employee's expense, subject to restrictions imposed by the insurance carrier(s) up and until the employee has reached Medicare eligibility.
- C. Retirees must notify the Superintendent's office in writing of desired coverage or change in coverage thirty (30) days before the date the coverage or change is to become effective.
- D. For employees hired prior to July 1, 2012, upon retirement (or early retirement) under MERS, each nurse with ten (10) years or more of service to the Mansfield Public Schools shall be compensated for unused sick leave days up to a maximum of 180 days, at a rate of \$10 per day.

ARTICLE 12

PAYROLL DEDUCTIONS

- A. The Board shall provide a 403(b) plan in accordance with the Board's plan document.
- B. The Board agrees to provide deductions from each payroll for participating financial institutions, provided the nurse files a form no later than two (2) pay periods before the desired deduction date.
- C. The Board agrees to make available to employees any flexible benefits package offered by the Town of Mansfield Finance Director to other employee groups.
- D. Compensation shall be in accordance with Article 14 via direct deposit.

ARTICLE 13

INSURANCE BENEFITS

- A. Full-time employees and their dependents may participate in coverage under the following insurance plans or their equivalent.

1. PPO Plan

For full-time employees electing coverage under the PPO plan, the Board and the employees shall pay the following percentages of the costs for coverage under the PPO plan:

	<u>7/1/18-12/31/18</u>
Board	82%
Employee	18%

Effective January 1, 2019, the PPO plan will no longer be offered to employees.

The PPO plan provided by the Board through December 31, 2018, will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	\$0 preventive care \$25 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$50
ER	\$75
Outpatient hospital services	\$150
In-patient hospitalization	\$300
Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	Unlimited
Prescription Coverage	\$10/25/40 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply).

2. HDHP/HSA Plan

Effective January 1, 2019, the HDHP/HSA plan shall become the sole plan offered. For regular full-time employees electing coverage under the HDHP/HSA plan, the Board and the employees shall pay the following percentages of the costs for coverage under the HDHP/HSA plan:

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Board	87%	86.5%	86%
Employee	13%	13.5%	14%

The HDHP/HSA plan provided by the Board will include the following elements:

<u>Cost Shares Provisions</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HDHP/HSA deductible amount. The Board's contribution toward the HDHP/HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment. The amount of the Board's contribution towards the deductible for new hires or employees joining the plan due to a qualifying event will be prorated based upon the month that covering in the plan begins.

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of adding provisions for mental health parity and for coverage of oral contraceptives.

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal statute or regulation, the Board reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

- B. The Board will pay all costs for each full-time employee for a \$20,000 term life insurance policy.
- C. The Board will make available the Blue Cross/Blue Shield Dental Plan, or its equivalent, for each full-time employee. The premium will be paid by members of the nursing staff at the same percentage for medical coverage for individual coverage and 50% above the cost of individual coverage for family dental coverage.
- D. Malpractice Insurance - The Board agrees to continue to provide malpractice insurance coverage for each individual member of the Association (24-hour coverage for 365 days). Upon receipt of the malpractice insurance renewal application, the Nurse shall forward said application to the Central Office for processing.
- E. The Board reserves the right to change carriers and or any of the above plans after consultation with the Association, provided that the overall level of benefits remains substantially comparable to or better than the existing plan, when considered as a whole.
- G. Any nurse hired on or before July 1, 2007 eligible for the health insurance coverage described in this Article who elects not to participate in such coverage shall receive a total payment of Seven Hundred Dollars (\$700.00) per year, in accordance with the provisions of Appendix A of this Agreement.

ARTICLE 14

PAYROLL SCHEDULE

- A. Two payroll options are available to each nurse upon receipt of his/her salary notification, as follows:
 - 1. Twenty-six (26) checks may be issued, one (1) every other Wednesday beginning with the first regularly scheduled payroll in September, after school is in session.
 - 2. Twenty-one (21) checks may be issued, one (1) every other Wednesday while school is in session.

- B. A payroll option sheet will be attached to the salary notification for each nurse. No change can be made after the date of employment or August 15 each year, whichever is later.

ARTICLE 15

REDUCTION IN FORCE AND RECALL PROCEDURE

The Association shall be notified of the need for staff reduction as soon as it is apparent that there is no other alternative.

- A. General Statement of Policy. It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the sole and exclusive prerogative to eliminate or reduce staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state.

However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this policy is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.

- B. Procedure

- 1. The Association shall be notified in writing of the need for staff reduction.
- 2. Prior to the termination of any nurse, a seniority list will be developed by the Superintendent of schools. This list will be available to all staff members for review. Such a seniority list shall include the following:
 - a. Nurse's name
 - b. total years of employment for the Mansfield Board of Education
 - c. date on which contract of employment for the Mansfield Board of Education was signed
 - d. total public school nurse experience
 - e. education or preparation status
 - f. areas of preparation
- 3. Prior to commencing action to terminate nurse contracts under this procedure the Mansfield Board of Education will give due consideration to its ability to effectuate elimination and/or reduction in staff by:
 - a. voluntary retirement
 - b. voluntary resignation
 - c. transfer of existing staff member
 - d. voluntary leave of absence
 - e. reduction from full-time to part-time positions
 - f. permanent substitute position(s)

4. Determination of staff members who are to be terminated shall be in the following order if the foregoing procedure does not yield the desired effect:
 - a. total employment for the Mansfield Board of Education
 - b. total public school nurse experience
 - c. degree status
 - d. areas of preparation

C. Recall to Full or Partial Employment Procedure

1. If the contract of employment of a nurse is terminated, or the terms of that contract reduced because of the elimination or reduction of a position, the name of that nurse shall be placed on a reappointment list and remain on such a list for a period of up to two years. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the event that the services of more than one nurse are terminated or reduced at the same time, recall order will be determined by recommendation of the Superintendent. If a position becomes open during such period, and the nurse has been selected by the Board of Education as a person on the recall list who is certified to hold that position, then the nurse will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. In determining whether a nurse is eligible for reappointment, the Board of Education shall consider the criteria as set forth in Part 2.B. above. The nurse shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the nurse shall receive a written contract within twenty (20) days of receipt of the nurse's reply by the Board of Education. If the nurse rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the nurse will be removed from the recall list.
2. Separation of a nurse under that staff reduction policy shall not, during the recall period, adversely affect accumulated sick leave, accumulated time toward sabbatical leave, eligibility for placement on the salary schedule, except that time of unemployment shall not be credited for salary schedule advancement on reappointment. Reemployment beyond the recall period shall be determined by the Superintendent at the time of the nurse's reemployment.

ARTICLE 16

EDUCATIONAL REIMBURSEMENT

Upon presentation of proof of completion, the Board shall reimburse nurses for course or program costs, up to \$500 per nurse, from a pool of \$2,000 per year, for professional development courses or programs relating to the field of school health. Such course or program should have the prior approval of the Superintendent. If, at the end of the school year, one or more nurses have not applied for reimbursement and some moneys remain, that sum will be made available to further compensate, in an equitable manner the nurse(s) who have incurred course/program costs in excess of the \$500 per nurse allocation.

ARTICLE 17

SALARY SCHEDULES

<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
\$52,488	\$53,669	\$54,877

In addition, there will be an annual \$1,000 stipend for the Mansfield Middle School nurse.

In determining the salary for incoming nurses, the Superintendent has the discretion to offer such nurses between ninety percent (90%) and one hundred percent (100%) of the current nurses' salary, based on an incoming nurse's level of experience and training in the field of pediatric and/or community nursing. By the second year of employment, nurses shall be paid one hundred percent (100%) of the current salary level.

Individuals appointed as a trainer/mentor for newly hired nurses will be provided with a one-thousand dollar (\$1,000) stipend for each year of the training period. The Director of Special Education will determine all trainer/mentor assignments based on the needs of the District. However, prior to such determination, the Director of Special Education shall meet and confer with representatives of the Association. Individual(s) appointed shall be notified prior to the start of the newly hired Nurse's date of hire.

ARTICLE 18

PAST PRACTICES CLAUSE

All past practices, agreements and understandings between the Association and the Board in conflict with this contract, are void and of no force and effect.

ARTICLE 19

DURATION AND AMENDMENT

The provisions of this Agreement shall be in full force and effect as of July 1, 2018. It shall remain and continue in full force and effect until June 30, 2021, or until such subsequent time that a successor agreement becomes effective. In the event the Board and Association fail to secure a Successor Agreement prior to the termination of this Agreement, the Board or the Association may elect to extend the duration of this Agreement until a Successor Agreement is made. Such Successor Agreement shall become effective on July 1ST of the year in which the current Agreement would otherwise have expired.

IN WITNESS WHEREOF, the duly authorized parties hereunto affix their seals this 18 day of June, 2018.

MANSFIELD BOARD OF EDUCATION

By Chairperson



MANSFIELD SCHOOL NURSES' ASSOCIATION

By Representative



APPENDIX A

WAIVER OF INSURANCE AGREEMENT Payment In Lieu of Health Benefits

This Agreement is for the sole purpose of providing payment in lieu of health benefits to employees of the Town and Board who comply with the following conditions:

1. My spouse is otherwise employed and is currently participating in a Group Health Insurance Plan that provides for the comparable coverage that I am currently enrolled in, or I can obtain health insurance coverage from another source that provides coverage equivalent to the Town's Group Health Insurance Plan. (Proof of coverage must be attached.)
2. I desire to participate in the coverage under another health insurance plan, and I request and authorize the Town/Board to cancel my coverage under its plan effective the first of the month after the date of this agreement.
3. In exchange for my voluntary removal from the Town's/Board's Group Health Plan, the Town/Board will pay me the sum of \$700 in regards to the coverage that I have in effect on July 1, 2015. This amount will be paid to me in two installments, in January and June. I understand if I terminate my employment at any point during the fiscal/school year the amount I receive will be prorated. I understand that I am required to return a completed copy of this agreement and evidence of other insurance coverage in order for these payments to be made. I understand that these payments are considered taxable income in accordance with the IRS code.
4. The Town/Board agrees to stop any insurance premium sharing contributions that are currently being deducted from my pay.
5. I understand that I cannot re-enroll in the Town/Board Group Health Insurance Plan unless one of the following situations occurs:
 - 1) My spouse loses coverage under his or her plan or has the coverage dramatically reduced. I understand that I must provide documentation of this.
 - 2) My coverage is terminated under my spouse's plan due to divorce or death of my spouse.
 - 3) I am eligible to retire in accordance with the Town/Board's pension plans and wish to enroll on the Town/Board group health plan if I am eligible. I understand that I must re-enroll one year prior to my retirement date.

I understand that if I do re-enroll I must enroll in the Town/Board's Group Health Plan.

6. I understand that if my coverage is lost as indicated above I will immediately provide documentation of this loss as well as request in writing to the Town/Board's Personnel

Office that my coverage be reinstated in the Town/Board's Group Health Insurance Plan. I understand that the coverage will be effective the first of the month following my notification. I also understand that the Town/Board will begin making the appropriate payroll deductions regarding my coverage in the plan. I further understand that any premium waiver benefits due to me will be pro-rated.

7. I hereby certify that I understand that I will no longer be covered by the Town/Board's Group Health Insurance Program and I agree to hold the Town/Board harmless for any lack of insurance coverage.

Employee Signature

Date

Town/Board Admin.

Date

APPENDIX A
PAYMENT IN LIEU OF GROUP HEALTH INSURANCE POLICY
Mansfield Board of Education

Introduction

This program is designed for those employees who currently have dual coverage. The employee and their dependents may be covered under another plan. This plan is developed to provide for employees to terminate their coverage with the Town/Board and receive payment in lieu of these benefits. These benefits are limited to health benefits only and do not include dental benefits.

Enrollment

To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source. Employees can enroll in the program in June of each year. New employees can enroll at the time of employment or may enroll during the June following the date of employment.

Payments

The annual payments in lieu of coverage will be \$700.00.

Payments will be made in two installments during the fiscal year, in January and June. If an employee terminates or joins the program at any time during the fiscal year, the payments will be prorated on a monthly basis.

Payments are considered taxable in accordance with the IRS Code.

Re-enrollment in Town/Board Group Health Insurance Plan

Employees may re-enroll in the Town/Board Group Health Insurance Plan under the following circumstances:

- 1) The spouse loses coverage under his or her plan or spouse's plan undergoes dramatic reductions in coverage. (Copy of plan documents required.)
- 2) Employees' coverage is terminated under spouse's plan due to divorce or spouse's death.
- 3) The employee is eligible to retire under the Town/Board's pension plans and qualify for the group health benefit. Must re-enroll one year prior to retirement.

Employees re-enrolling may only enroll in the CCM Health Program. Employees must provide required documentation and notify the Town/Board in writing that they are requesting reinstatement. Provided that all information is received, the Town/Board will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.