

Memorandum of Agreement

The Thomaston Board of Education (hereinafter the "Board") and the Thomaston Education Association (hereinafter the "Association") hereby agree to the following:

1. The Board and the Association are signatories to a collective bargaining agreement dated July 1, 2019 through June 30, 2022.
2. Article 33, Section 33.2 of the aforementioned collective bargaining agreement states:

Except as set forth below, teachers are given the opportunity, via the flexible benefit form, to voluntarily waive health and dental coverages which are extended to them. Any teacher electing this option will be reimbursed one thousand five hundred dollars (\$1,500.00) (single), three thousand dollars (\$3,000.00) (single plus one) or four thousand dollars (\$4,000.00) (family). Should a life style change occur resulting in a teacher's desire to reinstate his/her coverage, then said teacher should notify the Superintendent in writing of that decision. They will then be allowed to participate in the insurance program at the earliest date permitted under the rules and regulations of ConnectiCare at the commencement of the next quarter following such request. The teacher shall reimburse the Board the prorata share of the reimbursement he/she received.

Teachers who waived health insurance as of June 30, 2019 (and enrolled in dental coverage) shall continue to be eligible the aforementioned waiver based on his/her health and dental insurance tier (single, single plus one or family).

3. Prior to the 2019-2020 contract year, several teachers employed by the Board who elected dental insurance benefits and should have received the remaining portion of the aforementioned waiver, were provided with an inaccurate dollar amount for the remaining portion of the waiver.
4. Accordingly, prior to the 2019-2020 contract year, the teachers received an underpayment for the applicable waiver amount (the Board corrected the miscalculation prior to the 2019-2020 contract year).
5. Specifically, the following teachers did not receive the proper remaining waiver amount from the 2010-2011 contract year through the 2018-2019 contract year (or commencing on a date later than the 2010-2011 contract year if the teacher was either hired after the 2010-2011 contract year or elected a waiver after the 2010-2011 contract year):

<u>Teacher</u>	<u>Amount Owed Due To Underpayment</u>
Kerri Rozzi	\$4,528.23

Holly Hernandez	\$4,501.40
Sharon Machin	\$671.38
Doug Craig	\$2,717.26
Joyce Nolte	\$1,801.22
Jeane Knowlton	\$903.41

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6. In order to correct the underpayment and make each teacher whole, as part of the first payroll period of the 2020-2021 contract year, the teachers set forth under paragraph 5 above will receive the stated dollar amount owed to them, less applicable state and federal withholdings. *on or about first two weeks of July 2020 =*
7. Although no grievances with respect to the underpayments were filed, the Board has agreed to waive the need for filing of grievances and make each of the impacted teachers whole.
8. The parties agree that the Board's decision to waive the timely filing of grievances and not to challenge arbitrability if a grievance (or grievances) had been filed shall neither establish a past practice nor a precedent.
9. The parties further agree that the settlement of the aforementioned issues shall neither establish a past practice nor a precedent. Accordingly, the parties agree that this Memorandum of Agreement and the terms and conditions set forth herein shall neither establish a past practice nor a precedent.

[Signature]

 Thomaston Board of Education

[Signature]

 Thomaston Education Association

Dated: 1/17/2020

Dated: Jan. 17, 2020