### **AGREEMENT**

## **BETWEEN**

# THE PLAINFIELD BOARD OF EDUCATION

# **AND**

# THE PLAINFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS

JULY 1, 2022 - JUNE 30, 2025

October 21, 2021

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#### **AGREEMENT**

This Agreement is made and entered by and between the Plainfield Board of Education (hereinafter referred to as the "Board") and the Plainfield Association of School Administrators (hereinafter referred to as "PASA").

#### **PREAMBLE**

This Agreement is negotiated under §10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order to set for its term the salaries and all other conditions of employment provided herein.

The Board and PASA recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end, they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth.

Any mutually consented change shall be in writing and in accordance with the consultation procedure provided herein. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

#### ARTICLE I

#### RIGHTS OF THE SCHOOL BOARD

The Plainfield School Board is a public body established under and with the power provided by the General Statutes of the State of Connecticut. As the elected representatives of the citizens of Plainfield, charged with the responsibility for the quality of education in and the efficient and economical operation of the Plainfield School System, it is acknowledged that the Board has the final responsibility of establishing the education policies of the Public Schools in Plainfield.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the Statutes of the State or the rules and regulations of any agencies of the State. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to the subjects mentioned in the table of contents of this Agreement.

Except as directly modified by a specific provision of the Agreement, the Board retains exclusively to itself all rights and powers and responsibilities that it has or may hereinafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance-arbitration proceeding.

#### ARTICLE II

#### RECOGNITION

The Board of Education recognizes the Plainfield Association of School Administrators ("PASA") as the exclusive bargaining representative of all certified professional employees in the Plainfield School District not excluded from the purview of §10-153a to 10-153n, inclusive, employed in positions requiring an intermediate

or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties, for purposes of determining membership in the administrators' unit, shall equal at least 50% of the assigned time of such employee.

#### ARTICLE III

#### **BOARD POLICY ON DISTRIBUTION**

The Board shall provide each administrator with the complete digital text of this agreement or any successor agreement.

#### ARTICLE IV

#### **JOB OPPORTUNITIES**

Administrators shall be notified of all administrative job opportunities available within the system five (5) days prior to the posting of the opening.

#### ARTICLE V

#### PROTECTION OF ADMINISTRATORS

Administrators will immediately report to the Superintendent all cases of assault suffered by them in connection with their employment followed by a report in writing.

This written report will be forwarded to the Board which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the administrator and the police, and/or the courts.

No administrator shall be disciplined, reduced in status and pay without just cause.

The rights of the administrator to indemnification and to legal assistance will be governed by laws designated in the statutes of the State of Connecticut.

Whenever an administrator is absent from school as a result of personal injury caused by an assault arising out of and in the course of the administrator's employment, the administrator shall be paid the administrator's full salary for the period of such absence without having such absence charged to the administrator's annual or accumulated sick leave. Any amount of salary payable pursuant to this article shall be reduced by the amount of any Workers' Compensation award for temporary disability due to said injury. The Board shall have the right to have the administrator examined by a physician of their choosing for the purpose of establishing the length of time during which the administrator is temporarily disabled.

#### ARTICLE VI

#### DAYS OF LEAVE

#### A. Sick Leave

- 1. All twelve month administrators shall be entitled to twenty-five (25) sick days per school year.
- 2. The Board shall allow limited accumulation of unused sick days that will be paid at the rate of 21% of the administrator's daily rate when the administrator retires or leaves the system honorably. Any administrator shall be allowed to accumulate up to 223 sick days which may be maintained for future severance pay at the 21% rate. Any administrator who has accumulated more than 223 days shall maintain the total accumulated as of June 30, 1999 toward the future severance payment. Administrators hired on or after July 1, 2013 shall not be eligible for this benefit.
- 3. It is understood by both parties that in no event will an administrator be entitled to use more than 240 of the unused sick days at any one time due to illness.
- 4. A notice of accumulated sick days will be given to each administrator by June 30<sup>th</sup> of each year.

#### B. Personal Days

- 1. All administrators shall be entitled to three (3) personal days per school year in addition to and not including sick days and these days may be taken when necessary. In cases of inclement weather causing cancellation of school an administrator may use a personal leave day, vacation day, or sick leave day to avoid risk of injury. Such days may only be used for personal or legal business that cannot be scheduled outside of the working day.
- 2. No written excuse or application shall have to be made by an administrator in the use of personal days, but the administrator shall give notification to the Superintendent at least one day before the school day begins.
- 3. The Board shall grant funeral leave of up to five days per death of any member of the administrator's immediate family. "Immediate Family" is defined as spouse, child, parent, parent-in-law, grandparent, sibling or other member of the household of the administrator.

#### C. <u>Professional Days</u>

Professional days may be taken by an administrator only with approval of the Superintendent. These days are not to be considered as personal or sick days.

#### D. Holidays

The days listed below shall be recognized as holidays and they shall be non-work days. When a holiday falls on a Saturday, the holiday will be observed on Friday and when a holiday falls on Sunday, the holiday will be observed on Monday.

New Year's Day Martin Luther King Day Presidents' Day Good Friday Memorial Day Independence Day Labor Day Columbus Day Veteran's Day Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas\*

Christmas

#### E. Vacation

All twelve month administrators shall be entitled to twenty-five (25) days vacation per year. Such vacation may be taken when school is in session under special circumstances and with approval of the Superintendent. Any vacation time should be mutually agreed upon with the Superintendent of Schools in advance.

All administrators hired on or before June 30, 2013 will be allowed to carry-over up to fifteen (15) unused vacation days per year cumulative to no more than forty (40) days.

All administrators hired on or after July 1, 2013 will be allowed to carry-over up to ten (10) unused vacation days per year cumulative to no more than thirty-five (35) days.

#### F. Daily Rate

After subtraction of weekends and the various days of leave for holidays, vacation, the daily rate is calculated based on 223 days.

#### ARTICLE VII

#### TUITION/COURSE AND PROFESSIONAL LEARNING REIMBURSEMENT

A. Members shall be reimbursed for expenses relating to professional learning to include travel, conference fees, meals, etc. Each year the travel/conference account shall not exceed an amount greater than \$500 times the number of administrators currently employed or \$5000 whichever is less. This money may be used to attend appropriate professional development opportunities within the realm of the administrator's responsibility and with the approval of the Superintendent.

Administrators who undertake and satisfactorily complete graduate studies above and beyond those needed for certification and for the benefit of the Plainfield Public Schools shall be awarded 75% of the cost covering the tuition fees for such courses with the prior approval of the Superintendent. Anticipated request for reimbursement must be given in writing to the superintendent by January 31 of the previous school year.

<sup>\*</sup> Unless school is in session, in which case it shall be the day after Christmas.

#### **ARTICLE VIII**

#### REDUCTION IN FORCE

#### A. General Statement of Policy

It is recognized that under state law the Board of Education has the responsibility to maintain quality public elementary and secondary schools and to implement the education interests of the State. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this is adopted to provide a fair and orderly process should such elimination become necessary.

#### B. Procedure

- 1. The Board of Education may, in the first instance, exercise such right and power as it may possess to reduce the number of bargaining unit positions without determining which contracts will be considered for termination, if any, or what other staffing changes will be made to effectuate the purpose of position elimination.
- 2. Prior to commencing action to terminate contracts, the Board of Education will give due consideration to its ability to effectuate position eliminations and/or reduction in staff by voluntary retirements or resignations.
- 3. When the Board of Education votes to eliminate a position in a particular school, and more than one such position exists in that school, the position deemed eliminated will be that held by the least senior bargaining unit member in that position in that school. The term "senior" as used in this paragraph 4 means time in the school system as a certified professional administrator, however, with respect to principals of PK-5 schools, the PK-5 principal in the system with the least time in the administrative bargaining unit will be deemed to have had that individual's position eliminated.
- 4. If the position of a person who has attained teacher tenure status is eliminated by the Board of Education, such person will be appointed to an available administrative position for which the administrator is certified and qualified. Available or vacant positions shall include those held by non-tenured administrative professional staff. If no actual available or vacant administrative position exists to which a tenured person whose administrative position has been eliminated may be appointed, but there exists more than one available or vacant administrative position held by a non-tenured bargaining unit member, the Superintendent shall determine which non-tenured bargaining unit member shall be displaced by the tenured administrative person by application of the following criteria:
  - State certification
  - Oualifications
  - Local job requirements which supplement minimum state certification requirements
  - Total years of continuous experience in the Plainfield School System
  - Degree status
  - Whether current position is a full time or fractional time position

5. In the event an administrator is displaced to a lower paying administrative position or had the administrator's salary reduced due to a reduced work year, the administrator's former administrative salary shall be maintained ("frozen") for one (1) year, after which the administrator shall be paid at the appropriate rate of the new position. An administrator being displaced to a teaching position shall receive a separation allowance equal to the difference between the former administrative salary and the salary of the teaching position for a period of one year. An administrator displaced to a lower paid administrative or teaching position or reduced in work year on the ground of competency or due to unsatisfactory performance shall not be eligible for the salary protection and/or separation allowance described in this paragraph 3.

#### C. Not Applicable to Promotions

Nothing herein shall require the promotion to a position of higher rank, authority, or compensation, except from a fractional position to a greater fractional or full time position, if the person whose contract is to be terminated because of elimination of position is qualified and certified for the promotional position.

#### D. Recall

- 1. Any person whose contract is terminated pursuant to the RIF Article of this contract, shall be eligible for recall for a period of fifteen (15) months from the date of termination of the administrator's contract in the event a position becomes vacant or available or is created for which the person is certified and qualified.
- 2. If anyone on recall is offered a position he/she must notify the Superintendent within two (2) weeks from the date the notice is mailed whether or not to accept the position or else waive any further recall rights.
- 3. The last person whose contract is terminated shall be the first one on the recall list given recall notice for a position for which the administrator is certified and qualified. In the event two (2) or more are qualified and certified for a position and their contracts were terminated on the same day, the Superintendent shall determine the order of recall.
- 4. Nothing shall require the recall of a person to a position of higher rank, authority, or compensation, or from a fractional position to a greater fractional or full time position although the person who is to be recalled is qualified and certified for such promotional position.
- E. If an administrator is relieved of duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, the administrator will be offered a teaching position for which that administrator is certified and qualified consistent with the Plainfield teacher reduction in force procedure. If an administrator is relieved of the administrator's duties because of a reduction in staff or elimination of position and is employed as a teacher, the administrator will be given the experience credit on the salary schedule according to the teacher contract combining his/her administrative and teaching experience within the Plainfield Public School System and shall be remunerated for accumulated sick leave in excess of the ceiling in the Teachers' contract as per provisions of Article VI, Section A, subsection 2.

#### **ARTICLE IX**

#### ASSIGNMENT AND TRANSFERS

When involuntary transfers are necessary, the administrator(s) will be given the reasons in writing and will have the opportunity to meet with the Superintendent to discuss the matter.

Temporary assignments (due to an emergency such as an extended illness) of a person to another administrative position for 90 calendar days or more shall receive a stipend of \$2,500, or the difference (retroactive prorated per diem) between the current salary and the entry level of the position to which he/she is assigned, whichever is greater.

#### ARTICLE X

#### **INSURANCE BENEFITS**

A. The Board shall provide administrators and eligible dependents with group health insurance benefits as described in summary form in the appendices. The cost sharing shall be 81.5% Board, 18.5% administrator for 2022-23 and 2023-24 and 80.5% Board, 19.5% administrator for 2024-25. Each year, each administrator may choose to participate in the health insurance plan on the administrator's own behalf and on behalf of eligible dependents. Optional with all plans is a co-pay dental plan with riders A, B, C, and D, including family coverage.

The Board shall provide administrators and eligible dependents with group health insurance benefits through the implementation of a High Deductible Health Plan, accompanied by a Health Savings Account ("HSA") for eligible administrators:

- (a) Effective with the 2022-2023 contract year, for each eligible full-time administrator, the Board will contribute to an administrator's HSA account contract year, as applicable based on the administrator's coverage level:
  - (1) one thousand dollars (\$1,000) for individual coverage and two thousand dollars (\$2,000) for two-person or family coverage.
- (b) One-half (½) of the Board's contribution toward the HDHP/HSA deductible will be deposited into the HDHP/HSA accounts in the first payroll in July and the remaining half (½) will be deposited in the first payroll in January. The Board's HSA contribution shall also be pro-rated for administrators hired during the contract year, based on the number of months remaining in the contract year. The parties acknowledge that the Board's 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 actively employed administrators. 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.
- (c) Following exhaustion of the applicable deductible, prescription drugs shall be subject to the following post-deductible co-payments:

- (1) A formulary plan with a no payment (\$0) generic/twenty dollar (\$20.00) formulary brand/thirty dollar (\$30.00) non-formulary co-pay for retail and mail orders, with an unlimited calendar year maximum.
- (d) The details of this plan are set forth in Appendix E (for informational purposes only) and in the master description of benefits on file in the Superintendent's Office.
- (e) A Health Reimbursement Account (hereinafter referred to "HRA") shall be made available for any administrator who is precluded by law from participating in the Health Savings Account (HSA) because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators at the applicable coverage level.
- B. Life insurance for the individual administrator shall be an amount equal to three (3) times annual the administrator's salary, rounded to the next higher \$1,000, and subject to a cap of \$500,000. At age 70, the benefit reduces to 50% of the benefit. The Board and the administrators shall share the cost of the premiums for this group life insurance benefit in the same proportion, in each year of the contract, as they share the cost of providing the above stated health insurance benefits.
- C. The Board may change insurance carriers at any time provided the new insurance carrier provides substantially equivalent insurance coverage.
- D. The Board shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) as long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who elect to complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Association nor any employee covered by this agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits derived from this plan.
- E. Upon retirement, a PASA member who has been employed within the school system for at least ten (10) years and retires from Plainfield Public Schools, and/or any eligible family member(s) who elect(s) to remain as a member(s) of the Board's Insurance Group and participate in the health insurance plan(s) offered to active administrators, will assume 60% of the cost of such coverage, with the Board assuming 40% of the cost. All other retirees shall assume 100% of the cost of such elected coverage. New administrators employed on or after July 1, 2013 shall not be eligible for this benefit.
- F. The Board shall provide a short-term disability policy. The cost of this coverage would be assumed 20% by the individual and 80% by the Board.

#### ARTICLE XI

#### TRAVEL PAY

All members of PASA shall be reimbursed for mileage accumulated on their vehicles used on school business at the current rate per mile permitted by the Internal Revenue Service regulations.

#### ARTICLE XII

#### GRIEVANCE PROCEDURE

#### **Purpose**

The purpose of this procedure is to secure equitable solutions to problems which may arise affecting the welfare or working conditions of administrators as stated within the contract. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### **Definitions**

"Grievance" shall mean:

- 1. A claim based upon an event or condition which affects the welfare or conditions of employment of an administrator or a group of administrators and/or arising from the language of this Agreement or an alleged breach thereof; or
- 2. A complaint by an administrator affected by an alleged violation, misapplication or misinterpretation of a specific provision or provisions of this collective bargaining agreement; or
- 3. A claim of failure to follow the established procedures of the Plainfield Board of Education evaluation program.

All "grievances" which fall within the definition set forth in paragraph 2 of the definition of "Grievance" can be processed through Level Three - Arbitration. All other "grievances" can only be processed through Level Two - Board of Education.

Administrator shall mean any employee below the rank of Assistant Superintendent employed in positions requiring an Intermediate Administrator and Supervisor Certificate.

"Party in Interest" shall mean the person or persons making the claim.

"Days" shall mean normal working days.

#### Time Limits

1. As it is important that grievances be processed as rapidly as possible, the number of 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 an administrator does not file a grievance within fifteen (15) days after the administrator knew, or should have known, of the set of conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- 3. Failure by the aggrieved administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 4. It shall be the responsibility of the aggrieved administrator to proceed to the next level if no decision is rendered within the time limit.

#### Informal Procedure

- 1. If an administrator feels that the administrator may have a grievance, the administrator may first discuss the matter with the Superintendent in an effort to resolve the problem informally.
- 2. If the administrator is not satisfied with such disposition of the matter, the administrator shall have the right to have the Association assist the administrator further in efforts to resolve the problem informally with the Superintendent.

#### Formal Procedure

#### 1. Level One - Superintendent

- A. If an aggrieved administrator is not satisfied with the outcome of informal procedures, or if the administrator has elected not to utilize such procedures, the administrator may present the administrator's claim as a written grievance to the Superintendent.
- B. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved administrator and with representatives of PASA for the purpose of resolving the grievance.
- C. The Superintendent shall, within five (5) days after the hearing, render the decision and the reasons therefore in writing to the aggrieved administrator, with a copy to PASA.

#### 2. Level Two - Board of Education

- A. If the aggrieved administrator is not satisfied with the disposition of the administrator's grievance at Level One, the administrator may, within five (5) days after the decision, or within ten (10) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.
- B. The Association shall, within five (5) days after receipt, refer the appeal to the Board of Education.
- C. The Board of Education shall, within twelve (12) days after receipt of the appeal, meet with the aggrieved administrator for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Board and made available to any party in interest upon written request.

D. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved administrator with a copy to the Association.

#### 3. <u>Level Three - Binding Arbitration</u>

- A. If the grievance is not settled at Level Two, it may be submitted, at the request of the association only, to arbitration. If the parties are unable to agree upon an arbitrator of recognized experience to hear the grievance, the arbitrator shall be selected from a list submitted by the American Arbitration Association and the arbitration shall be conducted in accordance with their rules and regulations. The Association's request for arbitration shall be in writing and must be filed with the American Arbitration Association no later than ten (10) days after receipt of the written answer or within thirty (30) days of submission to the Board, whichever is sooner.
- B. The arbitrator designated shall hear and decide only one (1) grievance at a time. The award shall be final and binding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add, subtract, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

#### Miscellaneous

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, with the approval of the Association and made available through the Association as to facilitate operation of the grievance procedure.
- 3. All forms for grievance procedure may be obtained at the Superintendent's office.

#### ARTICLE XIII

#### **AGENCY SHOP**

- 1. All administrators who voluntarily become members of PASA shall be required to pay to PASA annual membership dues.
- 2. PASA shall notify the Superintendent of the specific amount and the names of such employee(s) from whom such voluntary membership dues deductions are to be made at least one (1) month prior to the beginning of the contract year. For administrators employed after the beginning of the contract year, who voluntarily agree to join PASA, PASA shall notify the Superintendent within one (1) month of the employee's hiring date. Each employee from whom deductions will be taken shall sign an approved salary reduction form.
- 3. The membership dues for those who sign a salary reduction form shall be deducted monthly in ten (10) equal amounts.

4. PASA shall protect and save harmless the Board of Education from financial loss or expense, including legal fees and costs, if any, arising out of any and all claims, demands, liabilities, suits or judgments by reason of the implementation of this Article, whether such financial loss or expense results from judicial, administrative, arbitral, settlement or other proceedings.

#### **ARTICLE XIV**

#### **SALARIES**

The Plainfield Board of Education agrees to pay administrators covered by this agreement the following salaries:

		2022-23 SAL	ARY SCHEDUL	E	-
STEP	Principal PK- 5	Principal 6-8 / Director	Principal 9-12	Assistant Principal	Supervisor Spec. Ed.
1	136,303	141,630	146,952	127,789	132,048
2	140,567	145,888	151,215	132,048	136,303
3	144,826	150,148	155,473	136,305	140,567
		2023-24 SAL	ARY SCHEDUL	E	
STEP	Principal PK- 5	Principal 6-8 / Director	Principal 9-12	Assistant Principal	Supervisor Spec. Ed.
1	140,256	145,737	151,214	131,495	135,877
2	144,643	150,119	155,600	135,877	140,256
3	149,026	154,502	159,982	140,258	144,643
		2024-25 SAL	ARY SCHEDUL	E	
STEP	Principal PK- 5	Principal 6-8 / Director	Principal 9-12	Assistant Principal	Supervisor Spec. Ed.
1	144,323	149,963	155,599	135,308	139,817
2	148,838	154,472	160,112	139,817	144,323
3	153,348	158,983	164,621	144,325	148,838

Eligible Administrators shall advance one step on the schedule each year.

#### ARTICLE XV

#### TEN-MONTH ADMINISTRATOR

The twelve month administrator's work year is based on 223 work days. The annual salary for any administrative position that is defined as less than twelve month will be prorated.

The ten-month administrator will work the teachers' work year (188 days) plus an additional ten days which will be determined by the ten-month administrator's supervisor - total work year is 198 days.

The ten-month administrator will receive three (3) personal days and twenty (20) sick days per year.

The ten-month administrator shall not be entitled to vacation days.

The ten-month administrator will have rights under the administrators' contract in all other areas except those defined above.

#### ARTICLE XVI

#### **AMENDMENTS**

- 1. This Agreement shall not be altered, amended or changed except in writing, signed by both the Plainfield Board of Education and the Plainfield Association of School Administrators, which amendment shall be appended hereto and become a part hereof.
- 2. Should any provisions of the contractual agreement be found unlawful by a Court of competent jurisdiction, the remainder of the Agreement shall continue in force.

#### ARTICLE XVII

#### DURATION

This agreement shall supersede any prior contracts and shall remain in full force and effect from July 1, 2022 to and including June 30, 2025.

IN WITNESS WHEREOF, the parties hereunto have caused this contract to be executed by their proper officers, duly authorized, and their signatures affirmed hereto as of this date:

	PLAINFIELD BOARD OF EDUCATION
Date 1-14-2022	by <u>Christi Haskell, Chair</u>
	PLAINFIELD ASSOCIATION OF SCHOOL ADMINISTRATORS (PASA)
Date <u>/ - 14 - 2022</u> .	by William Nagel, President