

**STIPULATED AGREEMENT  
SUBMITTED IN ARBITRATION**

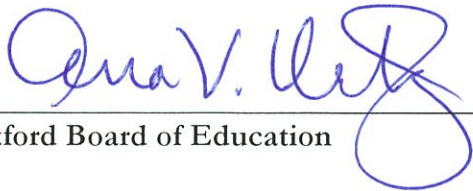
**BETWEEN**

**THE OXFORD BOARD OF EDUCATION**

**AND**

**THE OXFORD EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2021**



Oxford Board of Education

11/21/17

Date



Oxford Education Association

11/21/17

Date

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THIS AGREEMENT is made and entered into by and between THE OXFORD BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and THE OXFORD EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and National Education Association.

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Association as the exclusive bargaining representative for all certified professional employees of the Board and employees holding a durational shortage permit who are employed by the Board in positions requiring a teaching certificate, other than temporary substitutes, and who are not included in the administrator's unit or excluded from the purview of §§10-153a to 10-153n, inclusive.

This Agreement shall apply in full to all teachers who are normally employed for one-fifth of a work week or more.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Oxford in all its aspects, including but not limited to the following: to employ, assign and transfer teachers; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Board of Selectmen, and in its sole direction, expend monies appropriated by the town; to make such transfers of funds within the appropriated budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; and to determine the care, maintenance, and operation of equipment and property used for on behalf of the purposes of the school district. Any of the rights, powers, functions, and authority which the Board had prior to the signing of this Agreement, or any agreement with the Association, are retained by the Board, except as those rights, powers, functions or authority are specifically abridged and modified by the express provisions of this Agreement.

If the Board unilaterally changes the hours of employment teachers are required to work and the Association feels the change is a substantial one affecting a major term or condition of employment, it may request negotiations, regarding the impact of the change. If the parties fail to resolve the impact issue, a neutral arbitrator shall be mutually chosen to decide the following questions: Under the Connecticut State Board of Labor Relation's interpretation of the phrase "substantial change in a major term or condition of employment":

1. Is there a change?

2. If so, is it substantial?
3. If so, does it concern a major term or condition of employment?
4. If so, each party shall submit the last proposal it made during the negotiation of impact and the arbitrator shall adopt whichever of the two offers is more reasonable based on the arguments and evidence presented at a hearing.

### **ARTICLE 3 - CONSULTATION PROCEDURE**

- A. An informal meeting shall be held no more than once a month between the Board and the Association, if one is requested by either party. The meeting shall be held at a mutually agreeable time. A meeting agenda shall be developed by the party requesting the meeting and delivered to the other party at least five (5) days prior to the meeting. It is understood that such meetings are not for the purpose of negotiations or the processing of grievances. The Association will endeavor to resolve situations through administrative channels prior to utilizing this consultation procedure.
- B. The Board, Administration and the Association realize the educational need to keep class sizes reasonably small consistent with individual student needs. The parties also agree that optimum goals for class sizes shall be grades K-3 - 20 students, grades 4-8 - 25 students. In order to reach these goals, the parties will meet according to this procedure prior to April 1 of the ensuing school year, and after October 1, of the current school year to discuss the class sizes and problems that may arise. Recommendations from these meetings will be made to the entire board concerning possible methods to be used in achieving the aforementioned goals.

### **ARTICLE 4 - 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 affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

#### **B. Definitions**

1. "Grievance" shall mean a claim by a member or members of the bargaining unit that a right or rights guaranteed under the specific language of this Agreement has been violated due to a misinterpretation or misapplication of this Agreement.
2. "Aggrieved" shall mean any bargaining unit member, and may include a group of teachers similarly affected by a grievance.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein.
4. "Days" shall mean days when school is in session, except during the summer vacation, when "days" shall mean those days when the central office is open.

**C. Time Limits**

1. Since 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 a teacher does not file a grievance in writing within twenty (20) days after he/she/they knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the aggrieved teacher 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. Failure by the administrator involved to render his/her decision within the specified time limits shall entitle the grievant to bring his/her grievance to the next level.

**D. Informal Procedure**

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his or her principal or superintendent (if paragraph G, 3, applicable) in an effort to resolve the problem informally. At any such discussion, the teacher shall inform the principal or superintendent that the matter may constitute a potential grievance.
2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him or her in further efforts to resolve the problem informally with the principal or superintendent (if paragraph G, 3, applicable).

**E. Formal Procedures**

**1. Level One - School Principal**

- a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, or if (s)he has elected not to utilize such procedures, (s)he may present the claim as a written grievance to his/her principal.
- b. Within five (5) days after receipt of the grievance, the principal shall meet with the aggrieved and with representatives of the Association for the purpose of resolving the grievance.

- c. The principal shall, within five (5) days after receipt of the written grievance, render his or her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

**2. Level Two - Superintendent of Schools**

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, or within ten (10) days after the formal meeting, whichever is sooner, file his/her written grievance with the Superintendent.
- b. Within five (5) days after receipt, of the grievance, the Superintendent shall meet with the aggrieved and with representatives of the Association for the purpose of resolving the grievance.
- c. Within five (5) days of the hearing, the Superintendent shall render his or her decision in writing and the reasons therefore to the aggrieved teacher, with a copy to the Association.

**3. Level Three - Board of Education**

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after receipt of the decision, or within ten (10) days after the formal meeting, whichever is sooner, file his/her grievance to the Board of Education.
- b. The Board of Education within ten (10) days after receipt of the appeal or at the next regularly scheduled Board meeting, as chosen by the Board, shall conduct a hearing with the aggrieved and with the representatives of the Association for the purpose of resolving the grievance.
- c. The Board shall, within five (5) days after such meeting, render its decision in writing to the aggrieved teacher, with a copy to the Association.

**4. Level Four - Arbitration**

- a. The Association may, within ten (10) days after receipt of the Board of Education decision or within 15 days of the Level 3 hearing, whichever is sooner, submit the grievance to arbitration by filing a demand of arbitration with the American Arbitration Association and by also filing notice with the Board of Education.
- b. The arbitrator selected to hear and decide any dispute shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further

hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.

- d. The arbitrator shall, within thirty (30) days after the close of the hearing render his or her decision in writing to all parties in interest, setting forth his or her findings of fact, reasoning and conclusions, on the issues submitted.
- e. The decision of the arbitrator shall be final and binding upon all parties in interest as to disputes arising from the interpretation or application of this Agreement or an alleged breach thereof. The decision of the Board on all other matters will be final and binding.
- f. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

#### **F. Rights of Teachers to Representation**

- 1. No reprisals of any kind shall be taken by either party 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 Levels Two and Three of the formal grievance procedure by a person of his or her own choosing, except that he/she may not be represented by a representative or by an officer or any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present, and to state its views at all stages of the procedure.
- 3. In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved teacher may submit his or her grievance to arbitration independently by following the procedures outlined above in lieu of the Association, provided however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved teacher.
- 4. The Association may, if it so desires, call upon professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

#### **G. Miscellaneous**

- 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 2. Forms for filing and processing grievances and other necessary documents, shall be jointly prepared by the Superintendent and the Association and made available through the Association so as to facilitate operation of the grievance procedure.
- 3. If the principal is not directly involved in the resolution of the grievance, the aggrieved may file the grievance with the Superintendent.



## ARTICLE 5 - EVALUATION

- A. No material originating after original employment shall be placed in a teacher's personnel folder unless the teacher has been notified. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign materials placed in his or her personnel file, such signature shall be understood to indicate his or her awareness of the material, but in no instance will said signature be interpreted to mean that the teacher agrees with the content of the material.
- B. In no situation will any anonymous complaint be placed in a teacher's personnel folder.
- C. No teacher shall be reprimanded or have any statement relative to poor service conduct or character placed in his/her personnel folder without just cause.

## ARTICLE 6 - INSURANCE BENEFITS

- A. The Board of Education shall pay eighty-one (81%) percent of the health insurance premiums for full time teachers and their dependents and the employee shall pay nineteen (19%) percent of such cost. Beginning January 1, 2016 the \$2,250/\$4,500 High Deductible Health Plan with Health Savings Account (HDHP/ HSA) will replace the \$1,500/\$3,000 HDHP/HSA plan and will be the core plan. The Board of Education shall contribute the same toward the premium cost of the OAP plan for any employee who buys up to that plan, as the Board contributes toward the premium of the HDHP/HSA plan (not including any contribution toward the 50/50 deductible). Employees switching to the HDHP/HSA will do so on January 1<sup>st</sup>; new hires will also enroll on January 1<sup>st</sup>.

Beginning September 1, 2016 the Board of Education shall pay eighty (80%) percent of the HDHP/HSA health insurance premiums for full time teachers and their dependents and the employee shall pay twenty (20%) percent of such cost.

1. Effective the 2012-2013 contract year, an OAP plan with plan provisions described in Appendix B. A Managed three tier incentive Prescription Drug plan with \$10/\$35/\$40 copay for generic, formulary name brand, non-formulary name brand respectively, for a 34 day supply with two (2) times retail copay, for mail order for a 100 day supply, described herein in Appendix B. The three-tier formulary drug plan shall provide that generic substitution requirements will be waived when the physician writes "dispense as written" on the prescription. (Summary of medical benefits attached as Appendix B.) Any benefits required by law but not reflected in Appendix B shall be incorporated by reference. Effective January 1, 2016 Appendix D will take effect.

2. Full Service Dental with Rider A or Flex Dental.

Effective September 1, 2018, the Board of Education shall pay seventy-nine (79%) percent of the dental insurance premiums for full time teachers and their dependents and the employee

shall pay twenty-one (21%) percent of such cost. Beginning September 1, 2019 the Board of Education shall pay seventy-eight (78%) percent of the dental insurance premiums for full time teachers and their dependents and the employee shall pay twenty-two (22%) percent of such cost. If the teacher elects no payroll deduction for insurances, the teacher shall have waived his/her right to be covered by the insurances listed above.

3. For any teacher who participates in a HDHP/HSA Plan, the Board will deposit a subsidy of fifty percent (50%) of the individual, two-person or family coverage deductible on or before January 1<sup>st</sup> of each year. Notwithstanding any other provision of this Article, the Board will deposit a subsidy of fifty percent (50%) of the individual, two-person or family coverage deductible on December 22, 2017.

- B. The Board will continue to offer an I.R.S. Section 125 pre-tax conversion which shall allow employees to meet any required insurance premium contribution and also include a medical care account for those employees not selecting the HSA and a dependent care account option for all employees. Election to participate in such plans shall be at the option of the employee.
- C. The Board shall provide life insurance for teachers at one (1) times the teacher's annual salary rounded up to the next highest \$1,000, for example, \$21,100 in annual salary to \$22,000 in life insurance.
- D. For teachers who are employed less than full-time, the Board's contribution towards the Board's portion of the total (including any HSA deductible) cost of insurance shall be proportionate to the amount of time the teacher works on a weekly basis, e.g., one-half time teacher - one-half of the Board's cost of the insurances for a full-time teacher, four-fifths time teacher - Board to pay four-fifths of the insurance cost, etc.
- E. The Board may, with reasonable advance notice to the Association, change insurance carriers or self-insure for all of or for some of the aforementioned insurances provided that such modification substitutes benefits substantially equivalent to or better than the benefits in this Agreement on an overall plan benefit basis.
  - 1. The standard of "substantially equivalent to or better than the benefits in this agreement" shall be based on the CIGNA OAP plan on an overall plan benefit basis when changing insurance carriers or self insuring a change in OAP plans.
  - 2. The standard of "substantially equivalent to or better than the benefits in this agreement" shall be based on the CIGNA Health Savings Account on an overall plan benefit basis when changing insurance carriers or self insuring a change in the HSA plan.
- F. Teachers who retire from the Oxford School System shall have the right to purchase, at their expense and at the prevailing group rate, any or all of the health benefits specified in this Article of the Agreement provided the policy carrier allows such purchase at such rate. (Only those teachers who retired prior to September 1, 1999 and who have been actively and continuously enrolled in the life insurance plan since retirement may continue to purchase this life insurance; and only at the amount which they purchased the life insurance when they retired, provided the policy carrier allows such purchase at such rate.) The teacher must deliver to the Board a check payable to such policy carrier representing payment for the teachers coverage. The check must

be in the possession of the Board no later than ten (10) days prior to the date when payment is due and payable to the carrier. The Board assumes no responsibility for coverage under this paragraph in the event payment is not made in accordance with the paragraph.

- G. Notwithstanding the above, full time teachers hired by the Board on or before June 30, 2004 may elect to waive, in writing, all health insurance coverages provided for under Section A, B and C and in lieu thereof, may receive an annual payment of two thousand dollars five hundred dollars (\$2,500) in cash. Payment to those employees waiving such coverage shall be made in equal payments during the months of January and June. Written notice of intention to waive insurance coverage must ordinarily be sent to the Superintendent or his or her designee not less than thirty calendar days before such waiver is to take effect, provided, however, that the Superintendent may waive said 30-day period at his or her discretion, and subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers. Any teacher may elect to resume Board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Election to waive insurance and/or election to resume coverage during the school year shall result in a proration of the above referenced annual payment.

Payment for insurance waiver for less than full time teachers shall be made by the Board in the same proportion as it pays for insurances for said teachers as set forth in Section C; e.g., one-half time teacher, \$1,250 waiver; four-fifths time teacher, \$2,000 waiver.

- H. Effective July 1, 2018, or the first of the month following acceptance of the teacher bargaining unit by the State, whichever comes first, subject to the conditions set forth below, the Board shall provide each bargaining unit member with group health insurance benefits through the Connecticut State Partnership Plan 2.0 (SPP), in lieu of the health benefits described above in Section A.

Dental benefits will continue as described herein above through August 31, 2021.

The health plan benefits shall be as set forth in the SPP effective on July 1, 2018, or the first of the month following acceptance of the teacher bargaining unit by the State, 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. Promptly upon execution of this *Stipulated Agreement*, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. If by July 1, 2018, the Connecticut Cost Containment Committee has not accepted Oxford teachers into the SPP, the default insurance plan shall be the previous year's group health insurance plan, except that no employer contribution into the HSA will be made for 2018-19 unless and until after the parties have reopened negotiations in July, 2018, according to Conn. Gen. Stat. Section 10-153f(e), to negotiate solely re: the issue of group health insurance, effective /retroactive to 9/1/18, which may or may not involve an HSA;

b. The premium rates shall be set by the SPP. Based on such rates, the Board, in agreement with the Association, shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute. The Board and the Association shall utilize the *blending method used by CEA and Brown & Brown in the 2017 teacher contract negotiations* for the purpose of establishing the blended rate and the teacher premium shares.

c. The employee percentage share of such premium cost shall be as follows:

July 1, 2018 or the effective date of the SPP insurance following acceptance of the teacher bargaining unit into the SPP by the State, whichever comes first, through August 31, 2018: 20%; based on the SPP quarterly rates in effect at that time, utilizing the blending method described herein above in Section b.

September 1, 2018 through August 31, 2019: 21.0% based on the July through September 2018 SPP quarterly rates, utilizing the blending method described herein above in Section b.

September 1, 2019 through August 31, 2020: 22.0% based on the July through September 2019 SPP quarterly rates, utilizing the blending method described herein above in Section b.

September 1, 2020 through August 31, 2021: 22.00% based on the July through September 2020 SPP quarterly rates, utilizing the blending method described herein above in Section b.

d. 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 Board. 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.

e. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) 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 SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; 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 Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding,

premium cost share and/or introduction of an additional optional health insurance plan;  
and/or

iii) If the cost of 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. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

f. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth above in this Section A 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 and a PPO plan structure.

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

Unit members participating under the SPP will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Effective January 1, 2018, health Flexible Spending Accounts (FSA) shall be full purpose, and the Board shall offer unit members such full purpose FSA accounts while the SPP is available to unit members. If and when the SPP is no longer available to unit members, the Board will offer limited purpose FSA accounts to unit members who participate in a high deductible plan or who are otherwise not eligible to participate in a full purpose FSA.

#### ARTICLE 7 - SICK LEAVE

- A. Fifteen (15) days of sick leave shall be given each September to each teacher, to a maximum of 183 days. Teachers shall carry forward from academic year to academic year, not more than 168 sick days.
- B. By October 1st of each year, the Superintendent will provide each teacher with individual notice of his/her accumulated sick leave.
- C. 1. Purpose – To provide members with additional leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.

2. Process for activating the sick leave bank - A member fitting the criteria set forth above may request that the Superintendent/Association activate the sick leave bank.
3. The bank shall be administered by the Superintendent or his/her designee and an Association representative.
4. Upon receipt of a request from a member to activate the sick leave bank, the Superintendent and the designated Association representative shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated.
  - (a) A teacher must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
  - (b) A teacher must have exhausted all accumulated sick leave.
  - (c) A teacher shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
5. If the Superintendent and the Association representative have agreed to activate the sick leave bank, donations will be accepted by the Board on a first come, first serve basis until the number of days donated to the eligible member totals sixty (60) days. Teachers who donate paid days to the eligible member shall have the days deducted from their total accumulated sick leave. Once donated, the days shall no longer be available to the teacher who donated them. Donations shall be voluntary. Once donated, the donated days do not revert to the donating teacher. Teachers may not donate if such donations reduces his/her available sick days to fewer than 15 days.
6. Once donations have been accepted in compliance with Section 5 above, the Superintendent and the Association representative may issue a grant of days from the sick leave bank of no more than sixty (60) days to any individual teacher. In the event of disagreement between the Superintendent and the Association representative regarding eligibility or the number of days to be granted, there shall be no grant of sick leave days from the bank.
7. The aggregate number of days that may be donated in any school year shall be a maximum of one hundred eighty (180) days.
8. The decisions of the Superintendent and the Association representative shall be final and binding and not be subject to the grievance procedure or arbitration.
9. The Superintendent shall notify the Board if the sick leave bank has been activated, including information regarding the number of days that has been allocated from the bank.

## **ARTICLE 8 - PERSONAL LEAVE**

### **A. Leave Generally**

Teachers shall be entitled to five (5) days of personal leave annually, non-accumulative, with full pay for the following reasons:

1. Any legal and/or financial situations that might arise wherein the teacher's attendance is required.
2. Marriage (self, children, parents, siblings, siblings of spouse). Only one day annually will be allowed for marriage.
3. Any severe illness in the immediate family requiring the presence of the teacher.
4. Death in the immediate family or attendance at funerals. Extended leave may be granted at the discretion of the Superintendent.
5. Attendance at graduation exercises for self, spouse, son or daughter.
6. Birth or adoption of child.
7. Observance of major religious holidays.
8. Personal business that cannot be transacted outside of school hours, up to three (3) days. These days are not to be used in June unless approved by the Superintendent or his/her designee.

### **B. Definition of Family**

For the purposes of this article, immediate family is defined to mean: mother, father, son, daughter, spouse, siblings and grandparents. For purposes of Section A. (4) of this article, immediate family is defined to mean all of the aforementioned plus: parents-in-law, siblings-in-law, stepparents, stepchildren, step siblings and any other relative of the teacher whose legal residence is the same as the teacher's legal residence.

### **C. Application**

Application for such leave must be made to the principal in writing, stating reasons, at least forty-eight (48) hours in advance. Exceptions to this time limit may be made in emergencies by the Superintendent, or in his or her absence, by the principal.

#### **D. Professional Leave**

When in the judgment of the Superintendent, it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent shall grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay, and the Board agrees to reimburse such teachers for approved expenses incurred in such attendance or observation.

#### **E. Childrearing Leave**

The Board and the Association agree that it is the expressed and limited purpose of this leave to provide a qualifying teacher the opportunity to raise his/her child for a period of time described herein. This is the sole and exclusive purpose of this leave. Teachers on such leave shall not teach for the duration of the leave. This leave shall be granted as prescribed in the following procedures:

1. After one year of employment in the Oxford School System, any certified professional employee shall be entitled upon written request, submitted to the Superintendent of Schools, to an extended leave without pay, for the purposes of childrearing, apart from any period of childbirth disability leave. An employee shall be entitled to such leave for a period not less than the remainder of the school year and not to exceed twenty (20) calendar months. However, the teacher shall return from leave only the first day of the work year commencing within the twenty (20) calendar month maximum leave period. The establishment of the actual date of return from leave shall be established within thirty (30) days of the Superintendent's receipt of such a leave request. Leaves of this nature must be requested in the school year during which a child is born, adopted, or placed as a foster child and shall, whenever possible, cause no interruption between the commencement of the leave and the birth, adoption, or foster placement of the child, except that such leave shall not be used to diminish a period of temporary disability occurring as a result of pregnancy.
2. Childrearing leave shall be further subject to the following provisions:
  - a. Teachers requesting leave shall submit no less than thirty (30) days written notice, whenever possible, of the anticipated date of ending performance of duties. In any event, the leave shall not be requested more than thirty (30) days after the birth, adoption, or foster placement of the child. This specific provision of Article 8 E.2.(a) may be waived by mutual written agreement between the Board and Association.
  - b. All insurance benefits, either in whole or in part, shall be available to the employee, at the group rates in effect. The employee shall prepay the Board by the first of each month for that month's benefits. It is understood that participation in a portion of the insurance benefits offered by the Board of Education must be with the approval of the insurance carrier(s).



- c. The teacher shall advance on the salary schedule if the teacher has worked one-half (½) or more, of the last worked school year.
- d. Any person employed by the Board of Education to fill the position of any certified professional employee on leave shall be notified, in writing, by the Superintendent of Schools, at the time of employment that said person's contract may terminate upon the return to active service of the employee on leave whose position is being temporarily filled.
- e. Such leave may be prematurely terminated by mutual written agreement between the teacher on leave and the Superintendent of Schools.
- f. Upon return from childrearing leave, a teacher may be assigned, if qualified and at the discretion of the Superintendent of Schools, to an open position in the school system or as a replacement for a teacher who is leaving the school system or retiring.

#### **F. General Leave**

Any teacher may, upon written request to the Superintendent of Schools, request an unpaid General Leave. Requests for General Leave of less than 20 school days may be granted by the Superintendent of Schools. Requests for General Leave of 20 school days or more must be approved by the Superintendent of Schools and the Board of Education. While on such leave, the teacher may be covered by the insurance benefits described in this Agreement, Article 6, provided the teacher pays for said benefits. Upon return from such leave, the teacher shall be placed either in the same position held at the commencement of said leave, or in an equivalent position, and all benefits, rights, and privileges provided by the Agreement shall be restored. No decision made to grant or deny in whole or in part any leave requested pursuant to this section shall be subject to the contract grievance procedure notwithstanding any other provision of this contract to the contrary.

#### **G. Return From Leave**

Teachers on childrearing leave for the remainder of the school year as provided in Section F of this Article or on general leave for the remainder of the school year as provided in Section G of this Article, must notify the Superintendent of Schools in writing of their intent to return to the district in the following school year or of their request for an extension of the leave not later than May 1 of the school year in which the leave is taken.

- H. A teacher may accumulate a total of up to three (3) days of unused personal leave, to be used solely for the purpose of taking leave related to the birth or adoption of a child (i.e. child rearing leave). Those three (3) days must be taken within two (2) weeks of the birth or adoption of the teacher's child. (Thus, in a given year, a teacher could have available five (5) days of personal leave for the current year and a total of up to three (3) days accumulated from a prior year or years, with such three (3) days to be used solely for the purpose of taking child rearing leave).

## ARTICLE 9 - SABBATICAL LEAVE

- A. Sabbatical leave at one-half pay for one school year may be granted under the following conditions:
1. To be eligible, a teacher must hold a professional teaching certificate and have taught for seven years in the Oxford School System.
  2. No more than one full-time equivalent teacher shall be granted sabbatical leave in any school year. Any such sabbatical leave shall total not more than one sabbatical year per school year.
  3. Any teacher granted sabbatical leave must agree to teach in the Oxford School System during the two school years immediately following the sabbatical leave as a condition of receiving the sabbatical leave. The teacher will be required to sign a written agreement acknowledging his or her obligation to teach in the Oxford school system during the two school years immediately following the sabbatical leave; and to agree to repay to the Oxford school system the entire amount of pay received by said teacher from the Oxford Board of Education during the term of said sabbatical in the event the teacher fails to satisfy the teaching obligation. Said agreement shall also provide that in the event the teacher fails and/or refuses to repay said amount, then the teacher shall also be liable to the Board for the reasonable costs of collection, which shall be limited to court filing fees, reasonable attorneys' fees, if the Board is required to commence civil action to enforce the teacher's agreement to repay. Notwithstanding the foregoing, the repayment obligation shall be forgiven in the event of death of the teacher; and the two year teaching obligation shall be tolled for the duration of a serious illness which prevents the teacher's employment; provided, further, however, that the Board may require the remainder of the teaching obligation to be satisfied when the teacher is fit to return to work.
  4. Program planned during sabbatical leave must be of education value to the Oxford School System and have the recommendation of the Superintendent and approval by the Board of Education.
  5. Failure to diligently follow the planned program shall result in the cancellation of sabbatical leave payments.
  6. All insurance benefits, either in whole or in part, shall be available to the employee, at the group rates in effect. The employee shall prepay the Board by the first of each month for that month's benefits. It is understood that participation in a portion of the insurance benefits offered by the Board of Education must be with the approval of the insurance carrier(s).

## ARTICLE 10 - JURY DUTY

Any teacher called for jury duty shall be allowed additional leave for this purpose, provided the Superintendent shall be notified immediately upon notice of call. This leave shall not be deducted

from sick leave or personal leave and the teacher shall be paid the regular salary minus that amount paid to the teacher for jury duty.

### **ARTICLE 11 - DUTY FREE LUNCH**

Except in emergencies, all teachers will have an uninterrupted lunch period daily during which time they will be free of school responsibilities. Teachers are free to leave the school during their lunch period with prior notice to the principal's office. Reasons do not have to be stated.

### **ARTICLE 12 - NON-TEACHING DUTIES**

- 1) Teachers may be assigned non-teaching duties for up to one period each day.
- 2) No homeroom teacher in grades K-5 shall be required to perform (a) selling and collection of lunch tickets; (b) morning bus duties; and (c) after lunch recess duty unless the teacher's presence is required due to extenuating circumstances.

### **ARTICLE 13 - UNASSIGNED, PLANNING AND CLASS PERIODS**

- A. No teacher teaching at Great Oak Middle School or Oxford High School shall be assigned more than five (5) academic teaching periods per day.

No special area subject teacher shall be regularly assigned more than twenty-five (25) instruction periods per week.

Any qualified and certified teacher, including a special area teacher, may volunteer to teach a sixth period subject to the following conditions, for the duration of the school year:

1. The Board must post and provide equal opportunity for current staff members to teach the additional class.
  2. The teachers will teach the class in lieu of a duty.
  3. The teacher will be compensated at the rate of five percent (5%) of their rate of pay to a maximum of \$4,000.
- B. The Board will provide no less than one (1) continuous forty (40) minute preparation period per teacher per full school day. Current practices regarding "meet the teacher night" will remain in effect.
- C. During preparation periods, a teacher shall be free from normal classroom duties to plan and prepare for class activities. Said planning and preparation shall occur at the teacher's school, except that the teacher's principal may authorize such planning and preparation to be done at any other Oxford School.

- D. No homeroom teachers will be assigned a preparation period during student arrival or departure time.

#### **ARTICLE 14 - POSTING OF OPEN POSITIONS**

- A. Vacancies shall mean all openings of bargaining unit positions and extra pay positions within the school system and shall be filled pursuant to the following procedures:
1. All vacancies shall be publicized throughout the school system by way of posting notice of the same on a bulletin board in each school. An area on each bulletin board approximately 8½ by 11 inches in size shall be reserved for this purpose. A copy of each posting shall be e-mailed to each teacher at school. A copy of each posting shall be sent to the Association President. Additionally, during the summer months, when school is not in session, all vacancies shall be posted on the district's web site. Postings shall be made as far in advance of the date of filling such openings as possible (preferably at least ten (10) days in advance and in no case less than four (4) days in advance) except in situations where such opening becomes vacant as the result of unforeseen circumstances where in this situation, the position may be temporarily filled immediately. The duration of such temporary assignment shall end as provided for in this Article's Section 6.
  2. Said posting notice shall set forth the qualifications required for the position; the salary, if any, for the position; the anticipated date on which the applicants can expect to begin their duties; and, the application deadline. Teachers who desire to apply for said opening must file with the Superintendent, their written application within the time limit specified in the posting notice. No application deadline shall be less than four (4) days after the date on which said notice has been posted.
  3. Among applicants for a vacancy substantially equal in qualification, preference will be given to the Oxford teacher. If there is more than one Oxford teacher among those substantially equal in qualification, preference will be given to the most senior teacher.
  4. Where a need to fill an opening arises during the summer months, written notification shall be made to the Association President and to all teachers certified for the opening who, prior to the last day of school in June, have requested to be placed on the summer mailing list of postings. Teachers shall have two (2) weeks to apply, in writing, for the opening. Communication and application via e-mail will be considered to be in writing.
  5. The Superintendent and/or Board shall determine which of the applicants are qualified for the position.
  6. Under most circumstances, assumption of a posted position shall become effective as specified on the posting notice; however, the Superintendent may delay the effective date in order to prevent undue disruption of the educational program until such time as he/she deems appropriate; however, such delay shall in no case extend beyond the beginning of the school year immediately subsequent to the filling of the vacancy.

7. A teacher holding a durational shortage may apply for an open position as long as: (1) such position is covered by such permit; (2) after such position has been posted for no less than ten (10) days, no member of the bargaining unit holding a certification for such position applied and is chosen; and (3) at the discretion of the Superintendent, he or she is qualified for the position. For purposes of paragraph 3 of this Article, a teacher holding a durational shortage permit will be considered less senior than any certified staff member.
8. The Board shall notify the President of the Association of any newly filled paid OEA bargaining unit position at the time that such position is accepted by the candidate.
9. For purposes of this Article, the term "day" shall have the same meaning as in Article 4, Grievance Procedure.

## **ARTICLE 15 - TEACHER ASSIGNMENT AND TRANSFER**

### **A. Assignments**

1. Teachers and the Association President shall be notified in writing as soon as possible, but not later than two (2) weeks following Town approval of the Board budget, of any changes in their programs and class assignments for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects and/or levels that they will teach, any special or unusual classes or assignments. In the event of a change of circumstances or conditions, such assignments may be changed as required to meet the situation, and notice thereof shall be given to the teacher, in writing, with a copy to the Association President within two (2) weeks of the change in circumstances.
2. No later than August 1, all elementary teachers (Pre-K-5) shall be provided with their tentative class rosters.

### **B. Transfers**

#### **1. Voluntary Transfers**

- a. Teachers who desire a change in grade/or subject assignment or who desire to transfer to another building shall file a written statement of the desire with the office of the Superintendent not later than May 1 of any school year. Such statements shall include the grade and/or subjects to which the teacher desires to be assigned and the school or schools (in order of preference) to which (s)he desires to be transferred. Teachers who submit such request and who have not withdrawn such requests by July 1 of the current year, will be transferred if an opening exists or becomes available prior to the start of the subsequent school year subject to the provisions of Article 14, Section 3, except in extraordinary circumstances as determined by the administration in light of all surrounding factors and after consultation with the OEA. Prior to the close of the

school year, under normal conditions, the Superintendent shall, upon request, make available a list of those teachers receiving transfers.

- b. In the determination of assignments and transfers, the Superintendent of Schools will consider the following in the following order:
  1. The best interests of the school system;
  2. The instructional requirements of the pupils;
  3. Experience at or near grade level;
  4. The convenience and wishes of the teacher;
  5. Seniority.

2. **Transfer by the Principal**

- a. No teacher shall be involuntarily transferred to a different grade/subject within a school without being afforded the opportunity to meet with the principal to discuss the reasons for the transfer.
- b. In determining the teacher to be involuntarily transferred between grades (transfer by the Principal) the following criteria will be considered: certification; experience at or near grade/subject level; the best interests of the school system. If two or more teachers are equal with reference to the above criteria, seniority will prevail; i.e., the least senior teacher would be transferred.

3. **Transfer by the Superintendent**

- a. No teacher shall be involuntarily transferred to a different school without prior notice and without being afforded the opportunity to meet with the Superintendent to discuss the reasons for the transfer.
- b. In determining the teacher to be involuntarily transferred between schools (transfer by the Superintendent), the following criteria will be considered: certification; experience at or near grade/subject level; the best interests of the school system. If two or more teachers are equal with reference to the above criteria, seniority would prevail; i.e., the least senior teacher would be transferred.

4. **Teacher Indication of Intent**

Teachers will be given an opportunity to indicate their interest in a vacancy as a result of the budget process before involuntary transfers are made.

## **ARTICLE 16 - DEGREE DEFINITIONS**

- A. The salary schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelors:	A baccalaureate degree earned at an accredited college or university.
Masters:	A Master's degree earned at an accredited college or university. Masters shall be interpreted to include a baccalaureate degree plus thirty credit hours.
Sixth Year:	A Sixth Year certificate earned at an accredited college or university. Sixth Year certificate shall be interpreted to include a Masters degree plus thirty credit hours earned in the teacher's field, the field of education, or other field subject to the Superintendent's prior approval.

Course of study and/or credits must be relevant to the teacher's position/responsibilities, be taken at an accredited university and the course of study/credits are preapproved by the Superintendent.

- B. No teacher shall advance to the next highest column on the salary schedule either in August/September or February unless he/she has first notified the Board in writing prior to February 15 of the preceding school year of his/her intention to complete such requirements. For payment to be effective from the start of the school year, official transcripts must be received by the Superintendent no later than November 30 for coursework completed prior to the start of the school year. For payment to be effective in February, official transcripts must be received by the Superintendent no later than April 30 for coursework completed by January.
- C. A stipend of \$35.00 will be added to the teacher's salary scale for teachers employed by the Oxford School System prior to June 30, 1992, for each additional credit earned beyond the Bachelor's or Master's degree before June 30, 1992. Evidence must be on file in the Superintendent's office before September 1, 1992. In no case shall credit compensation exceed 85% of the difference between the teacher's pay step and the equivalent step of the next higher column.
- D. Any eligible employee who has received and earned a Doctoral degree shall receive an annual stipend of \$3,000 payable by June 30<sup>th</sup> of each year. To be eligible for said stipend, the employee must receive the Doctoral degree in a program from a recognized, accredited university, directly related to his or her certification and subjects currently taught, and as to employees who do not have a Doctoral degree as of September 1, 2010, said program is approved in advance in writing by the Superintendent.

## **ARTICLE 17 - PLACEMENT ON THE SALARY SCHEDULE**

At time of hire, the Superintendent has discretionary authority over initial step placement on the Salary Schedule, taking into consideration the following:

- A. Degree status as defined under "Degree Definitions" Article 16.

- B. Credit may be granted for previous and recent teaching experience in public and non-public schools.
- C. Up to four (4) years of credit for active service in the Armed Forces of the United States, if discharge is in good standing.
- D. The Superintendent may grant up to five (5) years of credit for related non-teaching experience.

### ARTICLE 18 - SALARY PAYMENTS

- A. All teachers shall have the option of being paid bi-weekly, beginning on the first Friday after the opening day of school, on either:
  - 1. Ten Month Basis - Twenty-two (22) paychecks
  - 2. Twelve Month Basis - Twenty-six (26) paychecks
  - 3. Twelve (12) Month Basis - 22 paychecks the last of which would include payment due during the summer months.
- B. Teachers working less than full-time shall be paid on the salary schedule in direct proportion to the amount of time they work weekly; e.g., 1/2 time work - 1/2 time pay; 4/5 time work - 4/5 pay, etc.
- C. Teachers who have appropriately notified the payroll office will be able to have all regular paychecks directly deposited to their banking institution.
- D. All teachers will receive an e-mail notice prior to the beginning of the school year which shall include each teacher's step and degree lane for the upcoming school year.

### ARTICLE 19 - EXTRA PAY FOR EXTRA DUTY

- A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth as follows:

<u>STIPEND TIER</u>		
<u>NON ATHLETIC</u>	<u>2018-2021</u>	<u>CRITERIA</u>
A	\$773	Average 1 day per week for 13 weeks. Culminating event or events, possible travel.



B	\$1,803	Average 1 day per week for 30 weeks, show, competition, product or other culminating event.
C	\$2,112	1.5 days per week for over 30 weeks with a yearlong obligation. Culminating event such as a product, show or competition.
Other	\$2,524	Yearbook Advisor OHS
	\$4,636	Drama Director OHS
	\$1,030	Capstone Advisor OHS (4)
	\$4,121	Capstone Coordinator OHS
	\$3,606	Department Chair OHS (9)
	\$2,992	Intramural Coordinator GO

### **QUAKER FARMS SCHOOL**

TIER	2018-21	POSITION
B	\$ 1,800.00	PPT Coordinator
C	\$ 2,112.00	A. V. Coordinator

### **OXFORD CENTER SCHOOL**

TIER	2018-21	POSITION
C	\$ 2,112.00	A. V. Coordinator
C	\$ 2,112.00	Student Council
C	\$ 2,112.00	Drama Club
B	\$ 1,803.00	Newspaper Advisor
C	\$ 2,112.00	Chorus Advisor
C	\$ 2,112.00	OCS Band Advisor
B	\$ 1,803.00	Yearbook Advisor
B	\$ 1,803.00	PPT Coordinator

### **GREAT OAK MIDDLE SCHOOL**

TIER	2018-21	POSITION
O	\$ 2,992.00	Intramural Coordinator GO
C	\$ 2,112.00	Jazz Band Advisor
C	\$ 2,112.00	AV Coordinator
C	\$ 2,112.00	Year Book Advisor
A	\$ 773.00	Ski Club Advisor
B	\$ 1,803.00	8th Grade Advisor
C	\$ 2,112.00	Student Council Advisor
C	\$ 2,112.00	Chorus Advisor
B	\$ 1,803.00	Newspaper Advisor
C	\$ 2,112.00	Drama Club Advisor
B	\$ 1,803.00	PPT Coordinator
B	\$ 1,803.00	Honor Society Advisor

### **GREAT OAK MIDDLE SCHOOL**

TIER	2018-21	POSITION
COACH	\$ 1,915.00	Girls Soccer
COACH	\$ 1,915.00	Boys Soccer
COACH	\$ 1,915.00	Girls Volleyball
COACH	\$ 2,561.00	Cheerleading
COACH	\$ 1,915.00	Dance
COACH	\$ 2,561.00	Boys Basketball
COACH	\$ 2,561.00	Girls Basketball
COACH	\$ 1,915.00	Baseball
COACH	\$ 1,915.00	Softball
COACH	\$ 5,268.00	Track

## OXFORD HIGH SCHOOL

TIER	2018-21	POSITION
B	\$ 1,803.00	PPT Coordinator
O	\$ 2,524.00	Yearbook Advisor
C	\$ 2,112.00	Advisory Coordinator
C	\$ 2,112.00	AV Coordinator
B	\$ 1,803.00	Robotics
B	\$ 1,803.00	Junior Class Advisor (2)
C	\$ 2,112.00	Student Council Advisor
C	\$ 2,112.00	FBLA Advisor
B	\$ 1,803.00	Senior Class Advisor (2)
C	\$ 2,112.00	Youth Conservation Corp
C	\$ 2,112.00	Strength/Conditioning
B	\$ 1,803.00	Honor Society Advisor
A	\$ 773.00	Ski Club Advisor
A	\$ 773.00	SADD
C	\$ 2,112.00	Jazz/Pep Band
B	\$ 1,803.00	Sophomore Class Advisor (2)
B	\$ 1,803.00	Freshman Class Advisor (2)

## OXFORD HIGH SCHOOL

TIER	2018-21	POSITION
O	\$ 1,030.00	Capstone
O	\$ 1,030.00	Capstone
O	\$ 1,030.00	Capstone
O	\$ 1,030.00	Capstone
O	\$ 4,121.00	Capstone Coordinator
C	\$ 2,112.00	Choir
C	\$ 2,112.00	Science Club
C	\$ 2,112.00	Library Study Hall Monitor
C	\$ 2,112.00	Musical/Vocal Director
O	\$ 4,636.00	Drama Director

### OXFORD HIGH SCHOOL

TIER	2018-21	POSITION
COACH	\$ 7,141.00	Head Coach - Football
COACH	\$ 4,284.00	Assistant Coach-Football
COACH	\$ 4,284.00	Assistant/JV Coach-Football
COACH	\$ 4,284.00	Assistant/JV Coach-Football
COACH	\$ 5,203.00	Head Coach-Girls Volleyball
COACH	\$ 3,570.00	JV Coach-Girls Volleyball
COACH	\$ 5,203.00	Head Coach -Boys Soccer
COACH	\$ 3,570.00	JV Coach-Boys Soccer
COACH	\$ 5,203.00	Head Coach-Girls Soccer
COACH	\$ 3,570.00	JV Coach-Girls Soccer
COACH	\$ 5,050.00	Head Coach-Cross Country
COACH	\$ 5,203.00	Head Coach-Girls Swimming
COACH	\$ 3,570.00	Assistant Coach-Girls Swimming

### OXFORD HIGH SCHOOL

TIER	2018-21	POSITION
COACH	\$ 6,121.00	Head Boys Basketball Coach
COACH	\$ 4,163.00	Assistant Boys Basketball Coach
COACH	\$ 6,121.00	Head Girls Basketball Coach
COACH	\$ 4,163.00	Assistant Girls Basketball Coach
COACH	\$ 6,121.00	Head Wrestling Coach
COACH	\$ 3,876.00	Assistant Wrestling Coach
COACH	\$ 5,203.00	Head Cheerleading Coach
COACH	\$ 3,571.00	Assistant Cheerleading Coach
COACH	\$ 5,203.00	Head Boys Swim Coach
COACH	\$ 3,570.00	Assistant Coach-Boys Swimming
COACH	\$ 5,050.00	Head Indoor Track Coach
COACH	\$ 4,438.00	Head Dance Coach
COACH	\$ 4,438.00	Head Gymnastics Coach

## OXFORD HIGH SCHOOL

TIER	2018-21	POSITION
COACH	\$ 5,203.00	Head Baseball Coach
COACH	\$ 3,570.00	Assistant Baseball Coach
COACH	\$ 5,203.00	Head Softball Coach
COACH	\$ 3,570.00	Assistant Softball Coach
COACH	\$ 5,203.00	Head Boys Outdoor Track Coach
COACH	\$ 3,570.00	Assistant Boys Outdoor Track Coach
COACH	\$ 5,203.00	Head Girls Outdoor Track Coach
COACH	\$ 3,570.00	Assistant Outdoor Girls Track Coach
COACH	\$ 5,203.00	Head Boys Volleyball Coach
COACH	\$ 3,570.00	Assistant Boys Volleyball Coach

Homebound Instructor	36.97/hr
Curriculum Work	36.97/hr
Summer School	36.97/hr

If more than one teacher shares the duties of any of these positions, the payment shall be apportioned between them.

- B. Teachers who participate in certain approved activities, such as, but not limited to, student activities, tutorial assignments and disciplinary tasks, shall be compensated for their participation in such activities at the hourly rates listed in the following schedule. The Superintendent shall determine which activities and/or other such assignments shall be paid activities. Teacher participation in these extra-duty assignments shall be voluntary.

2018-21
\$29.95

- C. Effective every May, or upon creation of newly established positions, or upon becoming vacant, extra duty pay positions shall be posted and awarded in accordance with the collective bargaining agreement. The parties agree that this section, providing for annual appointments, satisfies the notice requirements and to the extent legally permissible waives any hearing requirements of Connecticut General Statute §10-222e because each holder of an extra pay for extra duty position is hereby put on notice that their appointment is for a yearly term only, subject to yearly reapplication and selection.

- D. The Board may appoint department heads at the high school level. Except as otherwise indicated below, vacant Department Chair positions shall be posted and awarded in accordance with Article 14 of the Collective Bargaining Agreement. Department Chairs shall:
- (1) Be appointed for a period of one (1) year, and may be appointed by the Board, if so recommended by the building Principal for an additional one (1) year;
  - (2) Be provided written notification of their status of the following year on or before April 30 of the year in which their appointment shall expire. In the event that the Principal decides not to recommend the appointment of any incumbent to his or her position, the Principal shall provide the individual, in writing, the reasons for such decisions;
  - (3) Be released from duties.
- E. Prior to the commencement of the 2015-2016 collective bargaining agreement, a balanced committee made up of representatives of the employer and representatives of the bargaining unit shall review all coaching positions and distribute a stipend increase pool in the amount of Ten Thousand Dollars (\$10,000.00) among coaching positions for 2015-2016.

#### **ARTICLE 20 - LONGEVITY STIPENDS**

- A. In addition to the Salary Schedule, the Board shall pay to each teacher with fourteen (14) years or more of service, to the Oxford School System, a longevity stipend.

The stipend shall be paid as follows:

1. At the completion of years 14, 15, 16 - \$750 each year
  2. At the completion of years 17, 18 - \$850 each year
  3. At the completion of year 19 and beyond - \$950 each year
- B. The longevity stipend shall have been earned upon the teacher's completion of the school year and shall be paid in one lump sum in July.

#### **ARTICLE 21 - TRAVEL ALLOWANCE**

If a teacher is authorized to use a motor vehicle outside the Town of Oxford for authorized school activities, the teacher will be reimbursed for necessary mileage at the prevailing IRS rate per mile. For those teachers whose assignments require them to travel between schools within the Town of Oxford, a calculation will be made for the necessary mileage involved and such teachers will be reimbursed on a monthly basis at the prevailing IRS rate per mile.

## ARTICLE 22 - SEVERANCE PAY

Effective September 1, 1981, any teacher who retires from teaching after service for twenty (20) years, fifteen (15) of which were in the Oxford School System, shall receive twenty-five (25%) percent of his or her accumulated sick leave as severance pay. Such payments shall be based on 1/181st of the employee's annual salary at the time of retirement.

This Article 22 shall only apply to teachers hired prior to July 1, 1994.

Notice must be given by December 31<sup>st</sup> in the calendar year preceding retirement to be eligible for payment at the beginning of the following school year. Notification given after December 31<sup>st</sup> in the calendar year preceding retirement will result in the payment being delayed by up to one (1) year.

## ARTICLE 23 - SEPARATION AND RECALL PROCEDURES

- A. For the purpose of this Article, the term "teacher(s)" shall mean certified teacher(s) and school administrator(s) employed by the Board and the term "teaching experience" shall mean both teaching and administrative experience as a member of the certified staff.
- B. Should it become necessary to reduce the number of teachers employed by the Board, seniority and certification shall be among the factors in the determination of which teachers shall be laid-off. Seniority is defined to be the amount of time of continuous teaching experience in the Oxford School System that a teacher has. In the event multiple teachers having an equal amount of time of continuous teaching experience in the Oxford School system, the teacher who signed his/her contract first shall be deemed to have more seniority.
- C. Prior to any lay-off, the Association President shall be notified, in writing, by the Board Chairman, of the details of the proposed lay-off; that is, of the number of teachers to be laid-off and the positions which are to be eliminated.
- D. The President of the Association shall be provided with a list of names of the teachers who are to be laid-off as soon as possible after the Board decides which teachers are to be notified of lay-off or of possible lay-off. Such list will include the number of years of seniority of each teacher and their certification(s) and endorsement(s).
- E. Prior to any lay-off, the Board shall first attempt to reduce the staff through voluntary retirement, resignation or leave of absence.
- F. Nothing herein may be construed as invalidating, modifying or limiting Section 10-151 of the Connecticut General Statutes.
- G. Any teacher who has been terminated because of reduction in force shall have his/her name placed on a recall list for a period to include two (2) full school years immediately following the school year in which the termination took place.

- H. Any teacher on a recall list shall receive a written offer of reappointment at least 10 days prior to the date of reemployment. This teacher shall accept or reject the appointment in writing within 10 days after the above notice is made. In the event any teacher shall reject an appointment, then such teacher's name shall be removed from said list and he/she shall have no further rights pursuant to this Article. The written offer of reappointment shall be sent by certified mail, return receipt requested, to the address on file for the summer months.
- I. Upon reappointment, a teacher shall be entitled to his or her sick leave accumulated while teaching in Oxford.
- J. No new teacher shall be hired in a subject area or grade level until all laid-off teachers from that subject area or grade level have been recalled or declined the opening.
- K. No new teachers shall be hired in a subject area or grade level before teachers who are laid-off from other subject areas or grade levels who may be qualified and who possess the necessary certification, are recalled or decline the opening.

#### ARTICLE 24 - PAYROLL DEDUCTIONS

- A. In addition to those deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.
- B. A list of the approved deductions is as follows:
  - 1. Oxford Education Association, Connecticut Education Association, National Education Association dues deduction.
  - 2. Tax-sheltered annuities.
  - 3. Waterbury Teachers' Federal Credit Union.
- C. Each of the Associations named above in Section B, 1, shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board thirty (30) days written notice prior to the effective date of such change.



## **ARTICLE 25 - DUES DEDUCTION AND SERVICE FEE DEDUCTION**

### **A. Conditions of Continued Employment**

All teachers employed by the Oxford Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

### **B. Deductions**

The Oxford Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

### **C. Subsequent Employment**

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

### **D. Forwarding of Monies**

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

### **E. Lists**

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all bargaining unit employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

#### **F. Indemnification**

The Association agrees to indemnify and hold the Board harmless from any and all expenses including reasonable attorney's fees, or any other liability which may arise by reason of any action taken by the Board in complying with the provisions of this Section, provided that:

1. The Board shall give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

#### **G. Reference to Association**

The singular reference to the "Association" herein shall be interpreted as referring to the Oxford Education Association, the Connecticut Education Association, and the National Education Association.

### **ARTICLE 26 - DURATION**

The provisions of this Agreement shall be effective as of September 1, 2018 and remain in full force and effect to and including August 31, 2021. The parties have agreed to the Article 6 insurance changes effective July 1, 2018 or as soon as the unit is accepted into the SPP 2.0 insurance plan, as stated in that Article 6, H.

### **ARTICLE 27 - WORK YEAR**

The work year for teachers is the student school year plus 4 professional development days. In 2018-19, the student school year set by the Board is 180 days.

The work day for teachers is seven (7) hours and fifteen (15) minutes. All new time can be for professional purposes as directed by the administration.

All teachers shall be required to attend one (1) faculty and up to two (2) grade level/department meetings/subject meetings each month, which meeting shall not add more than one (1) hour to the work day.

### **ARTICLE 28 - TEACHER PROTECTION**

- A. Teachers shall report immediately in writing to their Principal and to the Central Office all cases of assault or threats of assault suffered by them in connection with their employment.

- B. In an effort to deter such incidents, the Administration and the Association agree to meet annually to address Student Discipline issues. Additionally, the Administration and the Association agree to meet and develop plans of action to deal with potential emergency situations.

#### **ARTICLE 29 - SEVERABILITY**

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

# APPENDIX A1 – 2018-2019 SALARY SCHEDULE

Oxford 2018/2019 Teacher Salary Grid

Step	BA	MA	6th
1	46,232	48,815	51,657
2	47,784	50,454	53,391
3	50,096	52,896	55,978
4	52,522	55,457	58,687
5	55,070	58,142	61,529
6	57,741	60,958	64,509
7	60,541	63,909	67,632
8	63,477	67,003	70,906
9	66,556	70,247	74,339
10	69,784	73,648	77,939
11	73,168	77,214	81,712
12	76,717	80,953	85,668
13	80,438	86,036	91,046
14	82,905	89,570	94,785

All teachers not on the top step advance one step.

# APPENDIX A2 – 2019-2020 SALARY SCHEDULE

Oxford 2019/2020 Teacher Salary Grid

Step	BA	MA	6th
1	46,482	49,079	51,936
2	46,900	49,521	52,403
3	49,169	51,917	54,942
4	51,551	54,431	57,602
5	54,051	57,066	60,391
6	56,672	59,831	63,316
7	59,421	62,726	66,381
8	62,303	65,763	69,595
9	65,325	68,948	72,964
10	68,493	72,286	76,497
11	71,815	75,786	80,200
12	75,298	79,456	84,083
13	78,950	83,283	88,133
14	81,744	88,316	93,458
15	84,149	90,914	96,207

All teachers not on the top step advance one step.

# APPENDIX A3 – 2020-2021 SALARY SCHEDULE

Oxford 2020/2021 Teacher Salary Grid

Step	BA	MA	6th
1	46,482	49,079	51,936
2	46,900	49,521	52,403
3	48,122	50,811	53,772
4	50,453	53,272	56,375
5	52,900	55,850	59,104
6	55,465	58,556	61,967
7	58,155	61,390	64,967
8	60,976	64,363	68,112
9	63,933	67,479	71,410
10	67,034	70,746	74,868
11	70,285	74,172	78,492
12	73,694	77,763	82,292
13	77,268	81,325	86,062
14	80,003	86,241	91,262
15	85,259	92,114	97,477

All teachers not on the top step advance one step.

## APPENDIX B

Effective January 1, 2016

Oxford - Teachers		
Plan Type	CIGNA OAP Co-Pay Plan	\$2,250/\$4,500 HDHP/HSA
Office Visit	\$30.00	Deduct. & Co-Ins.
Specialist Visit	\$40.00	Deduct. & Co-Ins.
Hospital Copay	\$500.00	Deduct. & Co-Ins.
ER Copay	\$150.00	Deduct. & Co-Ins.
Urgent Care Copay	\$75.00	Deduct. & Co-Ins.
Outpatient Copay	\$250.00	Deduct. & Co-Ins.
Skilled Nursing Facility / Days	\$0 / 180	Deduct. & Co-Ins. / 220
PT/OT/ST/Chiro - Copay/Visits	\$0 / 50	Deduct. & Co-Ins. / 50
Durable Medical Equipment	\$0 / Unlimited	Deduct. & Co-Ins. / Unlimited
High Cost Diagnostic	\$0	Deduct. & Co-Ins.
Rx Copays	\$10/\$35/\$40	\$5/\$35/\$45 after ded.
	Out-of-Network	In-and-Out-of-Network
Deductible	\$450/\$900/\$1,350	\$2,250/\$4,500
Coinsurance	70%	100% In-Net, 70% Out-Net
Coinsurance Max	\$900/\$1,800/\$2,700	\$2,250/\$4,500 Combined In/Out
Out of Pocket Max	\$1,350/\$2,700/\$4,050	\$4,500/\$9,000 Combined In/Out
Annual HSA Funding by BOE	n/a	50%

