

**COLLECTIVE
BARGAINING
AGREEMENT**

between

**OXFORD SCHOOL
COMMITTEE**

and

**OXFORD EDUCATION
ASSOCIATION**

July 1, 2019 – June 30, 2022

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INTRODUCTION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this 16th day of September 2019 by and between the School Committee of the Town of Oxford, Massachusetts (hereinafter referred to as the "Committee") and the Oxford Education Association (hereinafter referred to as the "Association"), an affiliate of the Massachusetts Teachers Association (MTA) and the National Education Association (NEA).

This Agreement, entered into by the Committee and the Association, has as its purpose the promotion of harmonious relations between the Committee and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, standards of productivity and performance, hours, and other terms and conditions of employment and thereby contributes to the continuing development of an educational system of the highest quality. This is a public policy mandate which binds the Association, the employees, and the Committee and officers of the Oxford Public Schools.

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Oxford Public School System and that good morale within the teaching and administrative staff of the System is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- A. Under the laws of the Commonwealth of Massachusetts the Oxford School Committee, as elected by the citizens of the Town, has final responsibility for establishing the educational policies of the System.
- B. The Superintendent of the Oxford School System (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The Oxford Teachers have the responsibility for providing in the School System a full instructional program of the highest possible quality.
- D. Except as specifically excluded, those articles and sections which pertain to working conditions as negotiated under this Agreement and currently in force shall apply equally to all members of the bargaining unit. The terms "teacher" and "Association" shall be interchangeable where appropriate and applicable.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 1. RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the Committee agrees and does hereby recognize the Association as the exclusive bargaining agent for all regular full-time and part-time professional employees, including nurses, but excluding the Superintendent and all other administrators with less than a fifty percent (50%) schedule of classroom instructional assignments.

ARTICLE 2. CONSTRUCTION

Wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

Whenever any provision of this Agreement shall require that any act be done by the Committee, by the Superintendent, by the Assistant Superintendent, or by any member of the Administration of the school system, such act may be done by a designee, unless the contrary is expressly so provided. Notwithstanding the foregoing, whenever, by reason of any emergency or other exigency, the Superintendent, or any such member of the Administration, is unable to do any act required to be done by him, such act may be done by any person designated to do the same by the Committee.

ARTICLE 3. COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

Subject to the provisions of the Contract, the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable. Under no circumstances are the terms and conditions of this contract intended to apply to employees of the Oxford School Committee who are not members of this bargaining unit.

ARTICLE 4. MANAGEMENT RIGHTS

The Association and the Oxford School Committee agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the School Committee from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, schools, facilities, and physical plant; to determine the quantity and type of materials and equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any assignment; to determine the content of assignments; to promulgate reasonable rules and regulations; to select administrative, supervisory and managerial employees; to discipline, demote and discharge employees such discharge of professional status employees shall be for just cause; to contract out work; to control and determine the state of materials and products

which may be used by employees; to determine the time for work, staffing pattern and work area; to determine the method and place of performing work including the right to determine that the School Committee's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work, and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to fix standards of quality and quantity for work to be done; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, lay off, assign, transfer, retrench and to determine the qualifications of employees; to promote employees; to determine the starting and dismissal time; to require overtime and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. None of the above will be exercised in an arbitrary, capricious or discriminatory manner.

ARTICLE 5. GRIEVANCE PROCEDURE

A. Introduction

1. It shall be the firm policy of the Committee to assure every person an opportunity to have the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.
2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the salary or working conditions of persons provided for in this Agreement.
3. Nothing herein contained will be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration.

B. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the salary and/or conditions of employment of a person or group of persons and/or the interpretation, meaning or application of any of the provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "grieved person" is an individual or group of individuals who are alleged to be the cause of, or who have committed, a grievance.

4. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

C. General Principles

1. Providing neither a time nor a monetary restriction is imposed on the party in interest, the resolution of a grievance shall be sought through administrative channels through Level II.
2. No grievance shall be lost under the terms of this section providing that an attempt to resolve the matter through the administrative channel has been initiated prior to the expiration of the time period specified in Section E.
3. Any party in interest may be represented at all stages of the administrative review or the grievance procedure by the Association and/or its representatives. When a person is not represented by the Association, the Association shall have the right to be present and to state its views on or after Level II.
4. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate. All proceedings will be accomplished with the least possible publicity by maintaining professional confidences so as to curtail any adverse effect on the Oxford Public School System.

D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. During the regular vacation periods, one (1) day per each five (5) school days shall be added to the time sequences for the Grievance Procedure steps.
3. In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
4. If the act or condition on which the grievance is based occurs between the first calendar day of July and the last calendar day of August the effective date shall begin as of the first school day of September.

5. In those grievances involving a group or class of persons in one building, the Association will submit the grievance to the Principal, thus commencing the grievance procedure at Level I.
6. If, in the judgment of the Association, a grievance affects a group or class of persons, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II.

If a person does not file a grievance in writing and the written grievance is not forwarded to the Superintendent within twenty (20) school days after the person knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

7. The failure of an aggrieved person or persons to initiate or to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is grieved against at any step to communicate his decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

E. Procedural Steps

Decisions rendered at Levels I, II and III of the grievance procedure will be in accordance with the procedures set forth below:

1. Informal Level: A person with a grievance will within 15 school days, first discuss it with his immediate supervisor, with the objective of resolving the matter.
2. Level I: The aggrieved person will present a written statement of his grievance to the Principal within ten (10) school days after the informal level. The Principal will give a written decision to the aggrieved person within fifteen (15) school days of receipt of the aggrieved person's statement.
3. Level II:
 - (a) If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within fifteen (15) school days after presentation of the grievance, the person may file the grievance in writing with the Association within five (5) school days after the decision at Level I or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the aggrieved person or his Association representative will refer it in writing to the Superintendent.

- (b) The Superintendent will represent the Committee at this level of the grievance procedure. Within fifteen (15) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it. The Superintendent shall render his decision in writing to the employee and the Association within fifteen (15) school days after the meeting.

4. Level III:

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance by the School Committee, the person may file with the Association a written request for arbitration within ten (10) school days after the decision of the School Committee has been rendered. The Association will notify in writing the Superintendent of the request within ten (10) school days after it has been received. The arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree on an arbitrator within fifteen (15) days, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations. The arbitrator will hear the grievance at the time and place agreeable to all three (3) parties.

- (b) The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

- i. The arbitrator shall make no award for grievances initiated prior to the effective date of this Article.
- ii. The arbitrator shall have no power to add to, subtract from, or modify this contract.
- iii. The arbitrator shall interpret only such items and determine such issues as may be submitted to him by the written agreement of parties.
- iv. Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator, upon mutual agreement.

- (c) Appeal from the arbitrator's award may be made to the Superior Court on any of the following bases, and said award will be vacated by the Court and another arbitrator shall be appointed to determine the merits if:

- i. The arbitrator exceeded his powers by deciding the case upon issues other than those specified in Section 5 (b) and (c), or

exceeded his jurisdiction by deciding a case involving non-grievable matters, or rendered an award requiring the School Committee, its agents, or representatives or the grievant to commit an act or to engage in conduct prohibited by law as interpreted by the Courts of this Commonwealth.

- ii. There was no arbitration agreement on the issues that the arbitrator determined, the parties having agreed to submit only those items to arbitration as the parties had agreed to in writing prior to the hearing, provided that the aggrieved party did not waive his objection during participation in the arbitration hearing.

F. Waiver, Admission and Termination

1. Waiver – Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of the Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.
2. Admission – The resolution of a grievance by the School Committee, or any of its designees, shall not be deemed to be an admission by the School Committee that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission by the School Committee of any violation or breach of the terms of this Agreement, or be an admission by the School Committee that such grievance is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
3. Termination – If any member and/or members of the bargaining unit shall initiate in any administrative forum other than the Labor Relations Commission or in any judicial forum any proceeding that relates to any matter that is the subject of a grievance that is pending, the proceeding shall terminate as of the date of the initiation of such other administrative or judicial proceeding, and the grievance procedures aforesaid shall be inapplicable to such a grievance.

G. Release Time

Release time for members of the bargaining unit - It is understood that grievances will ordinarily be processed during working days; the parties therefore agree that, whenever the work schedules of the grievant, of any Association representative and of any material witnesses who are members of the bargaining unit so require, such participants shall be given so much release time from their scheduled work

assignments without loss of pay as the Superintendent shall determine necessary for attendance at any hearing, meeting or other procedure that shall be required for the processing of any grievance.

H. Extent

Any grievance and/or other legal action initiated prior to the effective date of this Agreement shall follow the procedures under which it originated.

ARTICLE 6. STATUTORY RESPONSIBILITIES OF THE COMMITTEE

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Committee. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Committee under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

ARTICLE 7. EMPLOYEES'/ASSOCIATION RIGHTS

A. The rights and benefits provided to persons covered by this Agreement are in addition to those guaranteed by Town, State or Federal Law.

B. Information to Association

The School Committee shall make available to the Association, upon the written request of the Board of Directors thereof and within a reasonable time thereafter, such statistics and information, related to the collective bargaining unit, in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the School Committee to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed by the School Committee to be confidential.

C. Bulletin Boards

There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying Association material.

D. Bargaining Unit Members

1. Not later than October 31st of each year the District shall provide the Association with a list of the names, home addresses, home telephone numbers, current assignments and primary job locations of all bargaining unit members.

2. During the course of the school year, the District shall notify the Association of any additions to or deletions from the list, providing the information delineated above within two (2) weeks of any such change.

ARTICLE 8. PAYROLL DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of the employees who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or retaining membership in the Oxford Education Association, Massachusetts Teachers Association and the National Education Association.
- B. The Committee also agrees to authorize payments to the Massachusetts Teachers' Association Credit Union.
- C. Annuities and other additional deductions such as disability insurance, etc. may be deducted, provided, however, that said company has been approved by the Committee or the Town of Oxford.
- D. Whenever possible, employees shall be paid on Thursdays.
- E. The following pay method options shall be available to all bargaining unit members:
 1. bi-weekly pay
 2. lump sum payment at the completion of the work year
- F. All unit members must receive direct deposit. If an OEA member requires an exception to this term by receiving a hard paycheck, he/she must submit a request in writing to the Superintendent of Schools. The request must include the specific reason for the request. The decision of the Superintendent shall be final and binding and not subject to appeal or grievance.

ARTICLE 9. LEAVES OF ABSENCE

- A. Sick Leave
 1. All full-time bargaining unit members shall receive thirteen (13) days of sick leave each year. All part-time bargaining unit members shall receive pro-rated sick leave each year based on their full-time equivalent (FTE) status. Employees may use sick leave for themselves or when a spouse, child, or parent of the employee or his/her spouse or any relative living in the immediate household of the employee is seriously ill. Such sick leave shall be credited at the start of each school year. Sick days may be used in half-day increments. Part-time bargaining unit members will be charged pro-rated sick leave based on their full-time equivalent (FTE) status.
 2. There shall be no limitation of the number of sick days which may be accumulated.

3. Each employee will be notified in writing of his/her total accumulation of sick days by October 15th.
4. Upon retirement or resignation, after twenty (20) years of service to the Oxford School System, an employee will be paid Thirty-five Dollars (\$35) per day for each unused sick day up to a maximum of eighty (80) days. At the option of the employee, and subject to other provisions of this Agreement and all applicable laws and regulations, the District will contribute to a 403(b) custodial account approved by the District, the amount of money payable under this section subject to the limit for total 403(b) contributions for the employee for that year under the applicable limitations of the Internal Revenue Service Code. Any amount in excess of the Code limitations shall be paid in a single lump sum check and shall be subject to all applicable taxes. The making of such contribution and the direct payment of any additional amount shall constitute full performance and shall discharge the District's obligation under the terms of this Article.
5. If a pattern of sick leave abuse can be reasonably established, the suspected abuser would be informed of his/her suspected abuse of sick leave (in the presence of a union representative). If the pattern of abuse continues, appropriate disciplinary actions/steps will be taken by the administration.
6. On the sixth (6th) consecutive work day of employee illness, the principal will ask for proper medical documentation to either substantiate the continued absence or to assure the fitness of the unit member to return to his/her assignment.

B. Personal Days

1. All full-time employees shall be granted three (3) personal days each year, without loss of pay. All part-time employees shall be granted pro-rated personal days each year based on their full-time equivalent (FTE) status. Part-time employees will be charged pro-rated personal days based on their full-time equivalent (FTE) status.
2. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work day. An employee may, if s/he requests, use personal leave in half day increments.
3. It is recognized that the regular attendance of Professional Staff contributes significantly to the quality of the educational program; therefore personal leave should be held to a minimum. Professional Staff will use discretion in using such days, and such days should not be used for personal recreation or outside occupation.

4. While consideration will be given for special family circumstances or celebrations, personal leave days may not be used to lengthen a holiday or school vacation. In emergency or special circumstances as described herein and/or in order to attend to matters that cannot be attended to outside of the normal work day, the Superintendent may make adjustments based solely on the judgment and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal or grievance.
5. Applications for personal leave shall be made as far in advance as practicable and ordinarily at least forty- eight (48) hours in advance of the requested leave. Other than in special or emergency circumstances as described above (Section 4), no reason for the leave shall be required.
6. Unused personal leave days shall be added to the employee's accumulated sick leave days at the end of the school year.

C. Bereavement Leave

1. In the event of the death of a parent, child, legal guardian, spouse, sibling, parent of spouse, grandparent, grandchild, or person living in the immediate household of the employee, the employee shall be granted a leave of absence with pay of either five (5) work days following the day of death or five (5) work days from the day of the funeral.
2. In the event of the death of a cousin, aunt, uncle, niece, nephew, godparent or godchild, grandparent of spouse, brother-in-law or sister-in-law, the employee shall be granted a leave of absence with pay up to two (2) days.
3. Bereavement leave shall not be deducted from sick leave or personal days.
4. The Superintendent may authorize additional bereavement leave. Such additional leave will be deducted from the employee's personal days or, in the event the employee has no unused personal days, from the employee's sick leave.

In the case of the funeral of an employee, past or present, a delegation of a limited number of teachers may attend the funeral services at the discretion of the Principal and Superintendent.

D. Child Birth and Parental Leave

1. A full-time employee who has completed his/her probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from employment with the Oxford School Department for a period not exceeding eight (8) weeks for the purpose

of giving birth or adopting a child, shall be granted a parental leave or an adoption leave without pay if a request for such leave is made to the Superintendent at least two (2) weeks in advance of the anticipated date of departure. If the employee has accrued sick leave or vacation leave, he/she may use such leave credits for which they are eligible under the sick leave or vacation provisions of the Agreement.

2. At the expiration of the parental leave, the employee will be restored to his/her previous position or similar position with the same status, pay, and length of service credit as of the date of the leave. If, during the period of the leave, employees in the same or similar position have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position.
3. Notwithstanding any other provision of this Agreement to the contrary, the parental leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which they were eligible at the time of their leave.
4. If, upon the request of an employee on parental or adoption leave, the Superintendent grants a leave beyond the eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights or advantages.
5. Effective July 1, 2012, the past practice of paying for parental leave other than specified in this section shall end. Additionally, parental leave shall be consecutive beginning on the date of birth and shall include both school and non-school days in accordance with state and federal law.

E. Parental Leave

Upon written application to the Superintendent, including a statement of any reasons, any employee who has completed any applicable probationary period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding two (2) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee. The Superintendent at his/her sole discretion may extend said leave up to but not exceeding three (3) months if the purpose of said leave is for the adoption of a child and the agency

through which the child is adopted requires the parent(s) to be in the home for said time.

F. Unpaid Personal Leave

1. Unpaid personal leave other than hereinbefore specified may be granted by the Superintendent upon the written request of the employee at least thirty (30) days in advance.
2. Retirement, seniority and sick leave shall not accrue during the term of such leave, if granted. Any employee on leave will be placed on the applicable salary schedule at the proper step, provided that employee has taught one hundred twenty (120) days or more in the school year in which the leave commenced.

G. Voting Leave

An employee whose hours of work preclude him from voting in a town, city, state or national election, shall upon application be granted a voting leave with pay, not to exceed two (2) hours after the polls open, for the sole purpose of voting in the election.

H. Civic Duty Leave

1. Employees summoned for Jury duty will be granted a leave of absence with pay for the time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the Superintendent by the employee.
2. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service shall either:
 - a. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceeds his regular rate of compensation for the period involved; or
 - b. remit to the Oxford School System the jury fees if less than his regular rate of compensation for the period involved.
3. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.
4. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay

upon filing of the appropriate notice of service with the Superintendent except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

5. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Town of Oxford. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
6. An employee on court leave who has been excused by the proper court authority shall report to his work location if such interruption in court services will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.
7. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his assigned responsibilities.

I. Military Leave

1. An employee shall be entitled, during the time of his service in the Armed Forces of the United States, under M.G.L., Chapter 33, Sections 38, 40, 41, 42 or 60, to receive pay therefore, without the loss of his ordinary remuneration as an employee.
2. An employee shall be entitled, during his annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee under M.G.L., Chapter 33, Section 59, as amended.
3. An employee who is a member of a reserve component of the Armed Forces and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966 as amended.
4. In accordance with Chapter 708 of the Acts of 1941 as amended, an employee who, on or after January first, nineteen hundred and forty, (January 1, 1940) shall have tendered his resignation or otherwise terminated his service for the purpose of serving in the military or naval forces of the United States, who does serve or was or shall be rejected for such service except as otherwise provided by Chapter 108 of the Acts of 1941 as amended, be

deemed to be or have been on military leave and no such person shall be deemed to be or have resigned from the service of the Commonwealth or have terminated such service until the expiration of two (2) years from the termination of said military service by him/her.

J. Union Leaves of Absence

Paid leaves of absence may be granted to Association officers, representatives, and elected delegates of the Association to attend meetings, conventions, and executive board meetings of the local, city, state, regional and parent organizations. Request for said leaves must be submitted to the Superintendent at least fourteen (14) days prior to the effective date of said requested leave.

K. Convention Leave

Leave of absence without pay may be granted to a unit member or members who are delegates to a state or national convention of fraternal or civic organizations.

L. Religious Leave

Upon the approval of the Superintendent, an employee may receive up to three (3) days leave without loss of pay or benefits for required observance of recognized religious rites when such observance of recognized religious rites is not possible outside the school day.

These days are not to be deducted from any sick or personal leave.

M. Professional Leave

Upon written request to the Superintendent, permission may be granted to employees to travel at District expense for purposes of professional development.

N. Sabbatical Leave

A sabbatical leave may be granted by the Superintendent of Schools to any professional Staff member having a total of five (5) years' experience in the Oxford School System. Preference shall be given to those applicants having seniority and in the order in which applications are received. No more than one percent (1%) of the total full time professional staff may be on leave during any one year. A sabbatical leave may be granted for a full year or for one-half year. Salary during sabbatical leave shall be one-half of the regular salary provided that such pay when added to any program grant will not exceed the regular salary rate. Sabbatical leave shall be utilized for study and professional advancement which will be an advantage to the Oxford School System. Employees accepting sabbatical leave must complete an affidavit stating they will return to the Oxford School System for a period of one year at the end of one semester leave and two years at the end of a full year's sabbatical

leave, and that in default of completing such service, the employee will refund to the city or town an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

- O. Under normal circumstances, employees taking a leave of absence for an extended period of time (e.g., Sabbatical, Unpaid Personal Leaves) shall notify the Superintendent of Schools, in writing, by February 15th of their intent to return for the succeeding school year.

It is recommended that those who have definite knowledge prior to the above stated date notify the Superintendent of Schools as soon as possible.

In the exercise of discretion as referenced in this Article, whether by the Superintendent or School Committee, no decision shall be made in an arbitrary or capricious manner.

ARTICLE 10. SICK LEAVE BANK

- A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall consist of three (3) OEA members appointed by the President of the Association, one (1) School Committee member, and the Superintendent of Schools or his/her designee. The Sick Leave Bank Committee shall convene within ten (10) days of receiving a request. Not later than thirty (30) days following the execution of this Agreement a member of the bargaining unit who is not already a member of the Sick Leave Bank may become a member thereof by assigning one (1) day of his personal sick leave accumulation to the Bank. Thereafter, a member of the bargaining unit who is not a member of the Sick Leave Bank may become a member by assigning to the Bank, during any subsequent month of October, one (1) day of his personal sick leave accumulation.

Whenever the accumulation of sick leave days in the Sick Leave Bank shall have fallen below seventy-five (75) days, the Superintendent or his/her designee shall notify the President of the Association in writing and any member of the Sick Leave Bank wishing to remain, and any other member of the bargaining unit wishing to become a member thereof shall, within fifteen (15) days after the giving of such notice, assign one (1) additional day of his personal sick leave accumulation to the Bank; provided, however, that any member of the Sick Leave Bank wishing to remain a member thereof and who shall have exhausted his personal sick leave accumulation on the date of the giving of such notice, shall assign such additional day within fifteen (15) days after the date on which such member is next entitled to personal sick leave; and provided further that such member shall retain all his rights in the Bank until such period of assigning an additional day shall have expired.

Assignment by a member of the bargaining unit of a personal sick leave day to the Bank shall be made in writing to the Superintendent or his/her designee. The

Superintendent or his/her designee shall maintain a register of the membership of the Sick Leave Bank and of the number of sick leave days accumulated in the Bank.

No member of the bargaining unit shall be entitled to become a member of the Sick Leave Bank save as is hereinbefore provided.

Once he/she has exhausted all accumulated sick leave, every member of the Sick Leave Bank shall draw upon the Sick Leave Bank as needed. Whenever any person is drawing upon the Sick Leave Bank and, while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the Collective Bargaining Agreement, the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the Sick Leave Bank.

The initial grant of sick leave by the Sick Leave Bank Committee cannot exceed twenty (20) days. Additional leave may be extended, in up to twenty (20) day increments, upon reconsideration of need by the Sick Leave Bank Committee. The Superintendent or his/her designee may at any time, and upon the written request of the President of the Association shall, require that any member of the bargaining unit who is on leave of absence by reason of sickness be examined by a physician (M.D. or D.O.) to determine the medical ability to resume the performance of his/her duties; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any Sick Leave Bank for so long as he/she fails or declines to be so examined. The cost of any such examination shall be borne by the individual.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of his duties, such member of the bargaining unit shall thereupon do so, and his entitlement to sick leave shall cease on the date he/she resumes the performance of his/her duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner.

No member of the Sick Leave Bank shall draw upon the Bank during parental leave except in those instances when physical disability, beyond the normal period of pregnancy disability, is so certified.

- B. Any member of the bargaining unit who leaves the employ of the Oxford School System and is later re-employed shall be credited with any such personal sick leave accumulation as existed at the end of his previous service. Any such person so re-employed shall be entitled to draw on the Sick Leave Bank if he/she was so entitled to draw on the Sick Leave Bank at the date on which he/she left the employ of the Oxford School System. The provisions of this paragraph shall not apply where re-employment occurs after an absence of three (3) years or more unless approval of the Superintendent is secured and only if such absence was for any of the following reasons:

1. Illness of such person and not because of illness in his immediate family;
 2. Dismissal through no fault or delinquency attributable to such person; or
 3. Injury sustained while in the service of the Oxford School System in the line of his/her duties and for which such individual should be entitled to receive Worker's Compensation benefits.
- C. A member of the bargaining unit who receives disability retirement compensation provided by statute and who is entitled to any personal sick leave allowance may take that portion of his personal sick leave allowance payment which, when added to the amount of the disability compensation provided by statute, will result in the payment to him/her of his/her full salary. The Sick Leave Bank shall not be used for this purpose; however, sick leave may be utilized until such retirement goes into effect.
- If and when a member of the bargaining unit has sick leave credits available, and is injured while in the performance of his duty, and such injury could result in a claim under Chapter 152 of the General Laws (Worker's Compensation Act), he/she shall be paid his/her sick leave up to the extent of his personal credits until payments under the Worker's Compensation Law begin. Any adjustments due him/her because of the effects of this provision shall be made thereafter. The Sick Leave Bank may be used for this purpose.
- D. The provisions of Section A shall not be deemed to be of application to a bargaining unit member who shall have retired.
- E. Notwithstanding the above provisions of this Article, no bargaining unit members shall draw sick days from the Sick Leave Bank in excess of two hundred and twenty (220) days within any three year period.
- F. The provisions of this Article shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE 11. JOB VACANCIES & POSTING

- A. When a vacancy occurs during the school year, including extra-curricular or administrative positions, caused by death, retirement, discharge, resignation or the creation of a new position, said position shall be posted pursuant to the following procedure:
1. The notice of vacancy shall, at a minimum, be emailed to all bargaining unit members at least five (5) working days in advance of the posting in accordance with section B below.

2. The notice of vacancy will have the title of position, subject and/or grade level, rate of compensation, and the deadline for filing applications.
- B. No public advertising of a position shall occur prior to the initial date the position is posted within the system. After five (5) days of internal posting, all positions will be posted to an educational employment website such as SchoolSpring.com or massupt.org.
- C. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred including grade or subject. Such requests should be submitted between September 1st and April 1st.

The Superintendent will post anticipated openings internally for the following school year as soon as practicable.

The Superintendent will make a decision regarding transfer requests prior to the outside posting of vacancies. A request for transfer will expire on June 30th.

Nothing in this section will prevent a teacher from applying and being considered for a position posted at other times under the terms of this Article.

- D. The parties, by mutual consent, may waive any of the time lines referenced above.
- E. Appointments will be made without regard to race, creed, color, religion, nationality, sex, age or marital status.
- F. In the event no applicants apply for said vacancy, the administration shall re-post the position for an additional five (5) days and will give preference to in-service unit members who apply during this extended period. During the five (5) day additional posting period, the School Committee has the right to advertise the position outside the system.
- G. Positions in summer programming and/or positions that are outside of a member's current contractual position will be posted with the rate of compensation clearly set forth.

ARTICLE 12. WORKING CONDITIONS

A. Length of School Year

1. The length of the school year shall consist of the minimum number of days prescribed by the Massachusetts Board of Education. Any days lost due to any circumstances will not be made up provided that the total number of days for that school year will not go below the state minimum. The length of the school year shall be 180 school days, plus 4 (four) contractual days.

2. For the purposes of planning, and to the extent practical, members will be provided their full assignments, teaching and outside-of-school-day meeting schedules, and student enrollment lists on or before August 1 prior to the opening of school each year. Nothing in this section will constrain the administration from adjusting assignments, teaching schedules, and class lists as and when needed throughout the year. In the event of a modification to the assignment or teaching schedule, the administration will notify the member as soon as practical.
3. In all but emergency (as determined by the Superintendent) situations, any changes to outside-of-school-day meeting/commitment schedules will be made with a minimum of four (4) weeks advance notice and by mutual consent of the Association and the administration.
4. No employee covered by this Contract will be required to be in attendance more than four (4) days beyond the prescribed number of days. All teachers new to the system will be required to attend two (2) additional days for orientation purposes.
5. Guidance and/or other personnel may be asked to work additional days. In such cases the employee shall be paid at their per diem rate of pay.
6. The school year calendar will be developed by the school administration and in compliance with State laws and rules and regulations of the Massachusetts Department of Education.

Prior to its submission to the School Committee, it will be given to the Oxford Education Association for comment and/or suggestions for modification.

Should said comments or suggestions be received by the Administration within five (5) calendar days after the calendar is submitted, they will be presented to the School Committee for its serious consideration.

The school calendar will indicate Parent Conference and Parent Open House dates at the different schools for the coming year.

B. Length of School Day

1. Unless otherwise indicated, teachers are required to work the hours set forth below. Teachers are expected to be at their assigned area at the start of their work day:

Elementary Schools	6 hours, 40 minutes daily
Middle School	6 hours, 40 minutes daily
High School	6 hours, 40 minutes daily

2. All teachers are required to schedule one extra hour after the regular school day during each week that does not already have a scheduled afterschool faculty or department meeting, for the tutoring of students, parent conferences by appointment or to facilitate an afterschool activity of their choosing. In the month of September, this requirement will be waived and replaced with an Evening Open House as scheduled by the Building Principal, in accordance with Section E below.
3. All full-time OEA members shall be required to work one (1) additional hour per month to attend department/grade level meetings. All part-time OEA members shall be required to attend five (5) department/grade level meetings per year. The five (5) meeting dates/times will be mutually agreed upon between the member and their Building Principal.

C. Duty Free Lunch

All employees shall have a duty free lunch as scheduled by the Building Principal.

D. Teacher Load

1. Except in unusual or emergency situations as determined by the Building Principal, Middle School and High School teachers shall be guaranteed five (5) preparation periods per week, one each day. Said period shall be of the same duration as the regular classroom period. The Committee and/or Administration shall make a diligent, good faith effort to provide substitute teachers.
2. Except in unusual or emergency situations as determined by the Building Principal, all elementary teachers assigned to the Barton and Chaffee Elementary Schools will be guaranteed forty-five (45) consecutive minutes of daily planning time. Such daily planning time to be provided within the teacher's contracted work day schedule. The Committee and/or Administration shall make a diligent, good faith effort to provide substitute teachers.

E. Parents' Night

At the beginning of the school year (by mid-October), each building will host an Open House of two hours in duration, except for the Kindergarten, which will occur in May, currently known as the DW Kickoff. The dates of these meetings will be staggered by building so as to not overlap each other. Attendance at the open house is required; however no after school tutoring sessions will be required for the month of September.

F. Faculty Meetings

Faculty Meetings shall not exceed one (1) per month. Faculty meetings shall last no more than sixty minutes after the normal student dismissal time. The Building Principal shall provide all teachers with a tentative agenda at least 24 hours in advance of the meeting.

- G. No employee shall be required to transport students in his/her private vehicle.
- H. Parent-Teacher Conferences

Members will be required to work one (1) additional night during the course of the school year as scheduled by administration for the purpose of parent-teacher conferences. These conferences will be for two (2) hours in duration.

ARTICLE 13. SALARY SCHEDULE

- A. Increases shall become effective in September of each year except as otherwise provided in this contract. Annual increments based on the existing salary schedules shall be included in the budget. The salary schedules shall apply to all unit members. Inconsistencies shall be remedied immediately.
- B. Advancement from one salary level to another shall take place provided that:
 - 1. Each December, the District will provide forms to the teachers for notice of movement across the salary schedules contained in Appendix A of this Agreement. Only teachers who intend to move will notify the District by January 15th for movement for the following school year.
 - 2. Teachers may only move across the salary schedules at the time of the first payroll check in September and at the time of the first payroll check in February of each school year.
 - 3. If the teacher does not move in September, the January 15th notice will cover the teacher for the following February.
 - 4. If no notification is given by January 15th, the teacher will not be allowed to move in the next school year, but the teacher could move in subsequent school years if notice is given pursuant to Section 1 above.
 - 5. It is each employee's responsibility to make certain that adequate verifying documentation (official transcript, letter from the course professor or a letter from the institution registrar) is submitted to the Superintendent's office (14) calendar days prior to the close of the first payroll on which the employee would move between pay schedules. This documentation must reflect not only the latest completed course work, but all completed course work, which is to be relied upon for movement between salary schedules. The Superintendent's office will provide a written acknowledgement verifying that the documentation

has been received. In the event an employee provides an unofficial transcript to the Superintendent from a summer course, the employee shall provide an official transcript on or before October 1st.

6. For those teachers enrolled in a Master's Degree program in Education, the requirements of the college or university will suffice.
 7. For those teachers enrolled in a Master's Degree program in his/her subject area, twenty-one of the credit hours must be in his major teaching field.
 8. M.A. + 30 - Twenty-one of the thirty graduate credit hours must be applicable to the major teaching field of the applicant.
 9. M+45 and CAGS- Thirty of the forty-five graduate credit hours must be applicable to the major teaching field of the applicant.
 10. Doctorate- Degree must be attained in an acknowledged academic area.
- C. A limited number of undergraduate credits will be permitted with prior written approval of the Superintendent of Schools, when the undergraduate courses will enhance the teacher's knowledge in a particular subject area. Such approved courses will be considered to fulfill the requirements of Section B, above.
- D. Newly appointed, experienced teachers shall have their salary status determined by the Superintendent of Schools.
- E. A longevity increment of \$800 shall be granted to all personnel possessing eleven (11) years of service in the Oxford School System. A longevity increment of \$1,000 shall be granted to all personnel possessing fifteen (15) years of service in the Oxford School System and a longevity increment of \$1200 shall be granted to all personnel possessing twenty (20) years of service in the Oxford School System. A longevity increment of \$2,500 shall be granted to all personnel possessing twenty-five (25) years of service in the Oxford School System.
- F. For service rendered after September 1, 1985, years of service shall be defined as the number of years in the Oxford School System except as defined elsewhere in this Agreement. An employee must work one hundred twenty (120) days in a given school year to constitute one (1) year of service.
- G. Upon receipt by November 1 of an irrevocable letter to the Superintendent of the intent to retire at the end of the school year, the teacher will receive a retirement bonus of One Thousand Dollars (\$1,000.00).

The teacher must complete the school year in order to receive the bonus. The bonus will be paid out in the last payroll check received from the District to the Association member. If extenuating circumstances arise, the Superintendent may allow

revocation of such letter at which time a mutually agreeable arrangement for repayment of the bonus will be established. Any consideration of allowing revocation of the letter indicating intent to retire will be based solely on the judgment and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal or grievance.

H. Salaries:

1. Teachers Salary Schedules for the **2019-2022** school years - Appendix A
2. Differential Salary Schedule for the **2019-2022** school years - Appendix B
3. Extra-Curricular Salary Schedule for **2019-2022** school years - Appendix C

ARTICLE 14. RELATIONSHIP BETWEEN THE COMMITTEE AND THE ASSOCIATION

A. Fair Practices

1. As sole bargaining agent the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex, marital status, veteran's status, or physical handicap. The Association shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.
2. The Committee agrees to continue its policy of non-discrimination against any person on the basis of age, race, color, creed, national origin, sex, marital status, veteran's status, physical handicap or participation in or association with the activities of any employee organization.
3. Moreover, the Association agrees to cooperate with the Committee in the implementation of the Affirmative Action Program in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Committee from amending such program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.
4. The parties agree that no provision of this Section shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement. It is the understanding of the parties that the public policies to which they hereby pledge themselves are properly established and enforced through mechanisms other than those set forth or established in this Agreement.

B. Individual Contracts

All rights, benefits, duties and obligations of members of the bargaining unit as set forth in this Agreement shall, during the term of this Agreement, be expressly incorporated by reference into, and made a part of, any contract of employment that has been or shall hereafter be entered into between the Committee and any person who is or shall thereafter become a member of the bargaining unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

ARTICLE 15. ACADEMIC FREEDOM AND RESPONSIBILITY

A. Academic Freedom

The parties endorse the principles and standards of academic freedom and academic responsibility as generally and traditionally accepted in elementary and secondary education. The parties agree to promote public understanding, support academic freedom, and agree upon the following to assure academic freedom in the school system. Public school systems are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.

Academic freedom is the right of teachers in public school systems to freely study, discuss, investigate, teach, exhibit, perform and publish. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in learning.

The teacher is entitled to full freedom in research and in the exhibition, performance and publication of the results of his research, and to full freedom in the classroom in discussing his subject. The teacher is entitled to discuss controversial issues. As both a teacher and scholar he/she recognizes his/her professional obligation to present various scholarly opinions and to avoid presenting totally unrelated materials, that being fundamental to the advancement of truth.

The parties further recognize that educators draw from a wide range of experiences and teaching styles, and recognize the value in incorporating different methods and approaches to education in the classroom as well. While teachers are encouraged to put their own stamp on education, the parties agree that teachers must still meet the needs for District goals, curriculum, and agreed upon teaching standards and elements in the evaluation and observation of teaching rubric as well as incorporate best practices in teaching. The parties recognize that not every strategy or method will be observed each time a classroom observation occurs. Professional educators may introduce controversial materials provided such presentations, discussions, and

materials are appropriate and relevant to course content and grade level subject to accepted standards of professional responsibility. Where such material is questionable or a teacher is unsure whether or not it is appropriate, he/she is expected to seek guidance from Administration on how best to proceed.

B. Academic Responsibilities

Academic freedom carries with it correlative responsibilities. The teacher has the responsibility to his colleagues and the educational community to preserve intellectual honesty in his teaching and his research. He/She respects the free inquiry of his associates and avoids interference in their work.

The parties recognize that adherence to the complementary concepts of academic freedom and academic responsibility will most nearly ensure that the greatest contributions to the school system will be made by their most valuable resource, the faculty. The public school teacher is a citizen and a member of a learned profession affiliated with an educational system. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning, affiliated with an educational system, he/she should remember that the public may judge his profession and his public school system by his utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate when /shes not a system spokesman.

The Oxford Public Schools are committed to the search for truth and knowledge and to contributing to the solution of problems and controversies.

ARTICLE 16. NO STRIKE/NO LOCKOUT

- A Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any form of self-help or other direct or indirect action which would have the effect of depriving the Oxford School System of contractual services during the term of this Agreement and the Oxford School Committee agrees that during the term of the Agreement it will not lock out any of the employees covered by this Agreement.
- B. If any controversy or dispute of any nature arises between the Oxford School Committee, its employees and unions representing these employees or attempting to represent such employees, and further, that if any controversy or dispute of any nature arises between the management of any company performing work for the Committee and/or on Oxford School System premises, or for the School Committee under other conditions, its employees covered by this Agreement and the unions

representing those employees or attempting to represent such employees, or any company which supplies materials to the schools, its employees or unions attempting to represent such employees, such controversy or dispute shall not affect in any way the rights and obligations of the parties herein established by this Agreement; and if any such controversy or dispute results in or threatens to result in any strike, stoppage of work, or other interference with delivery of services, the parties hereto agree to abide by all provisions of this Article (No Strike/No Lockout clause) of this Agreement and to fulfill their obligations in accordance with the terms of this Agreement.

- C. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Association or the School Committee from their obligations under the provisions of this Article.

ARTICLE 17. PERSONNEL FILE

- A. An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to a copy at his/her expense. The Association, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.
- B. Whenever any material which the employee would otherwise have no knowledge of is inserted into the personnel file or records of an employee, such employee shall be given a copy of such material within fifteen (15) working days.
- C. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file.
- D. Any written complaint regarding an employee made to any member of the Administration will be promptly called to the attention of the employee. If the written complaint is demonstrated to be unfounded, it shall be removed from the personnel file of the employee immediately.
- E. Grievances relative to materials in the personnel file shall be limited to those materials which result in a negative action. Upon determination at any step of the grievance procedure that such material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate material, or portion thereof, shall be removed from the file, together with any of the employee's statements related thereto.
- F. Upon written request of the employee, all negative material shall be removed from an employee's personnel records or file after five (5) years from date of inclusion in file, unless otherwise provided by law.

ARTICLE 18. EVALUATION

The School Committee and the Association agree to follow 603 CMR 35, the Massachusetts Model System for Educator Evaluation, with agreed upon adaptations, in accordance with Appendix F attached hereto.

ARTICLE 19. REDUCTION IN FORCE

A. Definitions

For the purpose of this section, the following definitions apply:

1. Bargaining unit seniority is defined as the total number of uninterrupted years and days of paid professional service to the Oxford Public schools system. Unpaid leaves of absence, approved by the Superintendent, shall not constitute a break in service. Such unpaid leave time will not be credited for seniority.

Military Leave – Full credit in accordance with state and federal laws.

Cases of identical seniority shall be resolved by granting preference to the employee with the highest level of training (Bachelors, Bachelors + 15, Masters, Masters + 15, Masters + 30, CAGS/Doctorate) as of April 1st of each year. If these are identical, preference will be given to the employee with the greatest credits as filed with the Superintendent of Schools by April 1st of each year. Said credits must have been approved in accordance with Article 13 - Salary Schedule.

2. Certified shall mean that the employee has on file with the Superintendent of Schools, evidence that the/she possesses certification from the Department of Education or that the employee has been filed with the Massachusetts department of Education. Certification, or proof that the employee is awaiting said certification, or that the employee will work toward an additional certification must be on file with the Superintendent of Schools by April 1st of each year.
3. Effective Date of Lay-Off shall mean the first day in which the employee does not perform services in the system in accordance with his/her lay-off notice.

B. General Procedures

1. If it becomes necessary to reduce the number of professional positions in the bargaining unit as defined in Article 1 – Recognition (including state and Federal employees), due to decrease in student enrollment, reorganization and/or budget limitations, the superintendent will follow the procedure outlined below:

- a. Prior to any action being implemented, the Superintendent will notify the Association in writing of the RIF necessity and meet with the Association to discuss the implementation of Article 19.
- b. The Superintendent shall make every effort to accomplish said reductions by attrition.
- c. If reduction is still necessary, then non-professional status employees will be laid off next in accordance with applicable State Statute (Ch. 71, Sec. 42).

C. Professional Status Personnel

1. When the elimination of a professional position must occur, the Superintendent and Administration shall reassign employees before any Reduction-in-Force takes place. All transfers, reassignments, and assignments are contingent upon compliance with A.2 above. (Ch. 71, Sec. 38G)

D. After all reassignments are made, and the necessity to reduce professional status employees has been documented to the Association in compliance with B. 1. and B. 1. A., the affected employee(s) shall be laid off according to the following procedure:

1. Teachers may be laid off on a departmental basis in the middle school and high school.
2. Elementary teachers may be laid off by "department" with the following groups defined as departments: elementary art, elementary music, elementary physical education, elementary librarians, elementary classroom teachers, elementary counselors, and special education teachers.
3. Any employee targeted for RIFing will retain bumping rights within his/her certification(s). He/she shall have the right to bump employees with less seniority within their certification(s). Example: Teachers may bump from the middle school to the elementary school with proper certification or elementary school may bump to middle school with proper certification.
4. If another position outside the employee's certification becomes available in the Oxford School System, said employee shall be retained with full employment and seniority rights, and granted two (2) years to obtain the necessary certification, provided that the Massachusetts State Department of Education grants the required waiver. The Oxford Education Association will be provided with copies of all correspondence relating to waiver requests which transpire between the Oxford School System and the State Department of Education.

E. In reaching a decision the following criteria will be followed in the order listed:

1. Seniority in the Oxford School System.
2. Seniority in the department as defined above.
3. Qualifications as determined by:
 - a.) Areas of certification and willingness to become certified in another area that meets the needs of the Oxford School System.
 - b.) Major or minor.
4. Written evaluation on file in the Personnel Office.
Any employee exercising his/her certification in a subject area not previously taught by that person in the Oxford Public Schools will be evaluated within the guidelines specified for non-professional status personnel.

The employee still retains professional status rights.
5. Employees to be laid off shall be notified in writing of the lay-off on or before May 15th. Said notice shall include the specific reasons for the lay-off.

F. Recall

1. Professional status employees who have been laid off shall be entitled to recall rights until the third July 1st following said lay-off. During the recall period, employees shall have preference, in the inverse order of their lay-off, for any vacancy or new position for which they are certified.
2. Professional status employees on recall shall be notified by the Superintendent of Schools by certified mail, to the last known address, registered with the Superintendent's office, of any open position within their area of certification in the school system. Failure to apply for an available, full-time contractual position within the employee's area of certification(s) within fifteen (15) work days following such notification shall terminate all rights under this Recall Section.
3. All benefits, to which a professional status employee was entitled at the time of lay-off, shall be restored in full upon re-employment within the recall period.
4. Any professional employee who is being terminated has the following two options:

- a. To exercise his/her rights pursuant to the General Laws of Massachusetts, Ch. 71, Sec. 42. Any professional employee choosing this option shall be denied all recall rights.
- b. Professional employees not wishing to exercise their rights according to the General Laws of Massachusetts, Ch. 71, Sec. 42, shall be laid off and shall be entitled to all recall rights as stated in this section.

G. Seniority

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association within five (5) days following the execution of this Agreement. An updated list will be supplied to the Association by November 15th each year thereafter.

Any member wishing to challenge the seniority list as posted must do so within twenty (20) school days, after which the list stands as written.

ARTICLE 20. TUITION FREE ENROLLMENT

Commencing September 1988, the School Committee agrees to provide tuition free enrollment in the Oxford Schools for the children of teachers and administrators subject to the following conditions:

1. Notification of enrollment must be given on or before August 1 immediately preceding the school year.
2. Enrollment will be determined by available space.
3. Travel shall be at the teacher's expense.

ARTICLE 21. TUITION REIMBURSEMENT

If a teacher shall successfully complete pre-approved credited graduate or undergraduate courses, then the Committee shall reimburse said teacher the actual cost incurred for the courses up to Seven Hundred Dollars (\$700.00) every fiscal year with an aggregate cap of Thirty-five Thousand Dollars (\$35,000), July 1st to June 30th.

ARTICLE 22. STABILITY OF AGREEMENT

The failure of the Oxford School Committee or the Oxford Education Association to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver by the Committee or the Association of any such term or condition, and the obligation of the Committee and the Association to such future performance shall continue in full force and effect.

ARTICLE 23. SAVING CLAUSE

If it shall have been adjudicated that any of the provisions of this Agreement in any manner conflict with or contravene any Federal Law or Statute, any Law or Statute of the Commonwealth of Massachusetts or any rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

Upon request of either party, the parties shall meet not later than ten (10) days following such adjudication for the purpose of negotiating with respect to the provision or provisions so deemed invalid.

ARTICLE 24. EXTENT

The Oxford School Committee and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof by mutual consent.

Further, nothing in the foregoing shall derogate from the Association's right to impact bargain during the course of this Agreement on mandatory subjects as outlined in Chapter 150E of the General Laws of Massachusetts.

ARTICLE 25. HEALTH INSURANCE

A. Opt Out Policy

It is understood that the Town of Oxford is offering an insurance opt-out benefit for those employees who choose to discontinue health coverage. In the event that the Town eliminates or changes this benefit, the parties agree to meet and update this provision of the contract accordingly. Per the Town, to be eligible to participate in this program, an employee must meet the following criteria:

- a. The individual must be an employee who is eligible for health insurance benefits; and
- b. Must have the prior 12 months of health care coverage through the Town of Oxford.

2. If a new employee is hired he/she may elect to participate in the program after they have received health insurance benefits from the Town for the immediate prior 12 months;
3. The Town will pay an employee covered by this program no less than the following annual amounts, based on twelve (12) months of participation in the program;
 - a. Single Plan: \$2,200.00
 - b. Family Plan: \$4,400.00
4. Said payments will be included in an employee's regular pay check , in monthly installments, for each full month an employee does not utilize, elect, participate in, and/or have Town-provided insurance;
 - a. Payment(s) will be taxable but they are separate from wages and will not be included for the computation of wages including, but not necessarily limited to, overtime rates.
5. If an employee who is participating in the program returns to electing or receiving Town-provided health insurance all payments pursuant to this program will cease beginning the month before health insurance coverage becomes effective;
6. An employee wishing to participate in this program must submit a signed request and waiver in writing on a form provided by the Town and available from the Payroll/Benefits Department;
7. In the event that an employee separates from service with the Town, for any reason whatsoever, he/she will be entitled to payment up to the month containing the date of the employee's separation;
8. An employee who participates in this program will be responsible to provide verification of alternative coverage from a source other than the Town of Oxford must be provided annually to the Town during the Town's "open enrollment" period for health insurance to qualify. Failure to provide verification of alternate coverage each subsequent year will cease the opt out payment benefit;
9. Nothing in this Agreement is intended to reduce the previously-existing rights of employee to participate in Town-provided health insurance, to limit "qualifying events" that may occur between open enrollment periods or to reduce the rights of employee to have access to health insurance under the law; however, employees should be aware that participation in this program

and receipt of any payments under this program are conditioned upon compliance with all of its terms and conditions.

10. In no instance shall an employee receive both a payment under the program and health insurance benefits simultaneously;
11. The employee will qualify for the incentive level that most recently coincides with the subscription level that they are opting out of (individual or family).

ARTICLE 26. DURATION

This Contract shall continue in effect from July 1, 2019 to and including June 30, 2022, and shall thereafter be automatically renewed for successive terms of one (1) year each unless by the October 1 next prior to expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

The Parties recognize that, for the purposes of this agreement, changes in compensation and practices related to working conditions and leaves of absence will become effective upon ratification.

ARTICLE 27. PROFESSIONAL DEVELOPMENT

The parties agree to form a Professional Development Committee. This Committee shall have as its purpose the planning of Professional Development training of all teaching staff.

The Committee shall be made up of five to eight (5-8) volunteer teachers representing grades K-4, 5-8, 9-12, special education and special subjects (e.g. art, music, etc.). Up to four (4) administrators may also serve on the committee. The PD Committee shall convene no later than October 1 of each school year. All meetings shall occur at the conclusion of the school day.

The Committee shall be responsible for receiving proposals for professional development from groups of teachers or administrators. These proposals shall be for training sessions, consultant/speakers or specialized materials that are applicable to particular age-groups, learning needs or subject areas. Department Heads, Teachers, Curriculum Coordinators, Program Directors, and Administrators may submit proposals to the Committee for training that is appropriate for staff members in particular departments or programs.

The Professional Development Committee will present all proposals for staff development to the Superintendent. These proposals may be designed in cooperation with neighboring districts or other appropriate private and public agencies. Final approval of all proposals shall be at the full discretion of the Superintendent.

The Committee shall publish a list of professional development activities along with descriptions thereof, and scheduled dates and locations. Individual department heads,

program directors, and building administrators may offer individual staff members selected optional training sessions.

IN WITNESS WHEREOF the parties to this Contract have caused their presence to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of this 11th day of ~~August~~ 2019.

September

OXFORD EDUCATION ASSOCIATION

OXFORD SCHOOL COMMITTEE

Kimberly Davis

[Signature]
[Signature]
[Signature]

APPENDIX A. TEACHER SALARY SCHEDULE

FISCAL YEAR 2019-2020

Step Movement on Day 1

New Step 10 at 2% above Step 9

2019-2020 - Effective Day 1 - For Staff Hired <i>Prior to 9/15/19</i>							
	B	B15	B45/M	M15	M30	M45/CAGS	DOC
1	\$48,060	\$49,863	\$51,732	\$53,672	\$55,685	\$57,773	\$59,940
2	\$50,223	\$52,106	\$54,060	\$56,088	\$58,191	\$60,373	\$62,637
3	\$52,483	\$54,451	\$56,493	\$58,612	\$60,809	\$63,090	\$65,456
4	\$54,845	\$56,901	\$59,035	\$61,249	\$63,546	\$65,929	\$68,401
5	\$57,313	\$59,462	\$61,692	\$64,005	\$66,405	\$68,896	\$71,479
6	\$59,892	\$62,138	\$64,468	\$66,885	\$69,394	\$71,996	\$74,696
7	\$62,587	\$64,934	\$67,369	\$69,895	\$72,516	\$75,236	\$78,057
8	\$65,403	\$67,856	\$70,401	\$73,041	\$75,780	\$78,621	\$81,570
9	\$68,347	\$70,910	\$73,569	\$76,327	\$79,190	\$82,159	\$85,240
10	\$69,714	\$72,328	\$75,040	\$77,854	\$80,774	\$83,802	\$86,945

2019-2020 - Effective Day 1 - For Staff Hired <i>On or After to 9/15/19</i>						
	B	M	M15	M30	M45/CAGS	DOC
1	\$48,060	\$51,732	\$53,672	\$55,685	\$57,773	\$59,940
2	\$50,223	\$54,060	\$56,088	\$58,191	\$60,373	\$62,637
3	\$52,483	\$56,493	\$58,612	\$60,809	\$63,090	\$65,456
4	\$54,845	\$59,035	\$61,249	\$63,546	\$65,929	\$68,401
5	\$57,313	\$61,692	\$64,005	\$66,405	\$68,896	\$71,479
6	\$59,892	\$64,468	\$66,885	\$69,394	\$71,996	\$74,696
7	\$62,587	\$67,369	\$69,895	\$72,516	\$75,236	\$78,057
8	\$65,403	\$70,401	\$73,041	\$75,780	\$78,621	\$81,570
9	\$68,347	\$73,569	\$76,327	\$79,190	\$82,159	\$85,240
10	\$69,714	\$75,040	\$77,854	\$80,774	\$83,802	\$86,945

FISCAL YEAR 2020-2021**1% - Effective Day 1****Step Movement Effective Day 93 only (see next page)**

2020-2021 - Effective Day 1 - For Staff Hired <i>Prior to 9/15/19</i>							
	B	B15	B45/M	M15	M30	M45/CAGS	DOC
1	\$48,541	\$50,362	\$52,249	\$54,209	\$56,242	\$58,351	\$60,539
2	\$50,725	\$52,627	\$54,601	\$56,649	\$58,773	\$60,977	\$63,263
3	\$53,008	\$54,996	\$57,058	\$59,198	\$61,417	\$63,721	\$66,111
4	\$55,393	\$57,470	\$59,625	\$61,861	\$64,181	\$66,588	\$69,085
5	\$57,886	\$60,057	\$62,309	\$64,645	\$67,069	\$69,585	\$72,194
6	\$60,491	\$62,759	\$65,113	\$67,554	\$70,088	\$72,716	\$75,443
7	\$63,213	\$65,583	\$68,043	\$70,594	\$73,241	\$75,988	\$78,838
8	\$66,057	\$68,535	\$71,105	\$73,771	\$76,538	\$79,407	\$82,386
9	\$69,030	\$71,619	\$74,305	\$77,090	\$79,982	\$82,981	\$86,092
10	\$70,411	\$73,051	\$75,791	\$78,632	\$81,582	\$84,640	\$87,814

2020-2021 - Effective Day 1 - For Staff Hired <i>On or After 9/15/2019</i>						
	B	M	M15	M30	M45/CAGS	DOC
1	\$48,541	\$52,249	\$54,209	\$56,242	\$58,351	\$60,539
2	\$50,725	\$54,601	\$56,649	\$58,773	\$60,977	\$63,263
3	\$53,008	\$57,058	\$59,198	\$61,417	\$63,721	\$66,111
4	\$55,393	\$59,625	\$61,861	\$64,181	\$66,588	\$69,085
5	\$57,886	\$62,309	\$64,645	\$67,069	\$69,585	\$72,194
6	\$60,491	\$65,113	\$67,554	\$70,088	\$72,716	\$75,443
7	\$63,213	\$68,043	\$70,594	\$73,241	\$75,988	\$78,838
8	\$66,057	\$71,105	\$73,771	\$76,538	\$79,407	\$82,386
9	\$69,030	\$74,305	\$77,090	\$79,982	\$82,981	\$86,092
10	\$70,411	\$75,791	\$78,632	\$81,582	\$84,640	\$87,814

FISCAL YEAR 2020-2021 - (continued)**1% and Step Movement Effective Day 93**

2020-2021 - Effective Day 93 - For Staff Hired <i>Prior to 9/15/19</i>							
	B	B15	B45/M	M15	M30	M45/CAGS	DOC
1	\$49,026	\$50,865	\$52,772	\$54,751	\$56,804	\$58,934	\$61,145
2	\$51,232	\$53,153	\$55,147	\$57,215	\$59,361	\$61,586	\$63,896
3	\$53,538	\$55,545	\$57,629	\$59,790	\$62,031	\$64,358	\$66,772
4	\$55,947	\$58,045	\$60,222	\$62,480	\$64,823	\$67,254	\$69,776
5	\$58,465	\$60,657	\$62,932	\$65,292	\$67,740	\$70,281	\$72,916
6	\$61,096	\$63,387	\$65,764	\$68,229	\$70,789	\$73,443	\$76,197
7	\$63,845	\$66,239	\$68,723	\$71,300	\$73,974	\$76,748	\$79,626
8	\$66,718	\$69,220	\$71,816	\$74,509	\$77,303	\$80,201	\$83,210
9	\$69,721	\$72,335	\$75,048	\$77,861	\$80,782	\$83,810	\$86,953
10	\$71,115	\$73,782	\$76,549	\$79,418	\$82,397	\$85,487	\$88,692

2020-2021 - Effective Day 93 - For Staff Hired <i>On or After 9/15/2019</i>						
	B	M	M15	M30	M45/CAGS	DOC
1	\$49,026	\$52,772	\$54,751	\$56,804	\$58,934	\$61,145
2	\$51,232	\$55,147	\$57,215	\$59,361	\$61,586	\$63,896
3	\$53,538	\$57,629	\$59,790	\$62,031	\$64,358	\$66,772
4	\$55,947	\$60,222	\$62,480	\$64,823	\$67,254	\$69,776
5	\$58,465	\$62,932	\$65,292	\$67,740	\$70,281	\$72,916
6	\$61,096	\$65,764	\$68,229	\$70,789	\$73,443	\$76,197
7	\$63,845	\$68,723	\$71,300	\$73,974	\$76,748	\$79,626
8	\$66,718	\$71,816	\$74,509	\$77,303	\$80,201	\$83,210
9	\$69,721	\$75,048	\$77,861	\$80,782	\$83,810	\$86,953
10	\$71,115	\$76,549	\$79,418	\$82,397	\$85,487	\$88,692

FISCAL YEAR 2021-2022

Wage Reopener. Effective in the third year (2021-2022) of this Agreement, the parties may reopen the Collective Bargaining Agreement on wages should the Oxford Annual Town Meeting approve a FY2022 budget for the Oxford School Department that exceeds Nineteen Million Five Hundred Thousand Dollars (\$19,500,000). This reopener is limited to a maximum additional value of 0.5%. The Association will provide written notice to the Committee within two (2) weeks of the vote at Oxford Annual Town Meeting of its desire to reopen.

1.5% - Effective Day 1**Step Movement on Day 93 only**

2021-2022 - Effective Day 1 - For Staff Hired <i>Prior to 9/15/19</i>							
	B	B15	B45/M	M15	M30	M45/CAGS	DOC
1	\$49,761	\$51,628	\$53,563	\$55,572	\$57,656	\$59,818	\$62,062
2	\$52,001	\$53,951	\$55,974	\$58,074	\$60,251	\$62,510	\$64,854
3	\$54,341	\$56,379	\$58,493	\$60,687	\$62,962	\$65,323	\$67,773
4	\$56,787	\$58,915	\$61,125	\$63,417	\$65,796	\$68,263	\$70,822
5	\$59,342	\$61,567	\$63,876	\$66,271	\$68,756	\$71,335	\$74,009
6	\$62,012	\$64,338	\$66,750	\$69,253	\$71,851	\$74,545	\$77,340
7	\$64,803	\$67,233	\$69,754	\$72,369	\$75,083	\$77,899	\$80,820
8	\$67,718	\$70,258	\$72,893	\$75,627	\$78,463	\$81,404	\$84,458
9	\$70,767	\$73,420	\$76,173	\$79,029	\$81,993	\$85,068	\$88,258
10	\$72,182	\$74,889	\$77,697	\$80,610	\$83,633	\$86,769	\$90,023

2021-2022 - Effective Day 1 - For Staff Hired <i>On or After 9/15/2019</i>						
	B	M	M15	M30	M45/CAGS	DOC
1	\$49,761	\$53,563	\$55,572	\$57,656	\$59,818	\$62,062
2	\$52,001	\$55,974	\$58,074	\$60,251	\$62,510	\$64,854
3	\$54,341	\$58,493	\$60,687	\$62,962	\$65,323	\$67,773
4	\$56,787	\$61,125	\$63,417	\$65,796	\$68,263	\$70,822
5	\$59,342	\$63,876	\$66,271	\$68,756	\$71,335	\$74,009
6	\$62,012	\$66,750	\$69,253	\$71,851	\$74,545	\$77,340
7	\$64,803	\$69,754	\$72,369	\$75,083	\$77,899	\$80,820
8	\$67,718	\$72,893	\$75,627	\$78,463	\$81,404	\$84,458
9	\$70,767	\$76,173	\$79,029	\$81,993	\$85,068	\$88,258
10	\$72,182	\$77,697	\$80,610	\$83,633	\$86,769	\$90,023

APPENDIX B. DEPARTMENT HEADS, LEAD TEACHERS, AND TEACHER MENTORS

Definition. Department Head and Lead Teacher positions are defined as current Oxford Education Association members who will work with the Building Administrator to oversee the implementation of strategic policies, work towards the advancement of a particular department or grade unit, continually assess the performance of their department or grade unit, and contribute to the modification of educational plans and expert resources for teachers. They may be responsible for department meetings, curriculum planning, and act as liaison between teachers and the Building Administrator. Department Heads and Lead Teachers must be dedicated to the improvement of the teaching profession and able to provide constructive criticism and helpful solutions to other teachers without alienating or discouraging them. They should possess good observational and analytical skills and ability to offer creative solutions in difficult situations. Teacher Mentors are assigned to all newly hired teachers to the Oxford Public Schools. The overall role of the Teacher Mentor is to promote the growth and development of the teacher to improve student learning. The Mentor may also serve as a collegial support for this phase of the teacher's career. Mentors are required to document the new teacher's mentoring experience.

Appointment. Appointment to a Department Head, Lead Teacher, or Teacher Mentor position is made on a year-to-year basis and always subject to annual funding approval by the School Committee or applicable grant. Appointment of each individual is made by the Superintendent of Schools at the recommendation of the Building Administrator, based on review and consideration of applications received.

Funding Availability. The School Committee will review all positions on an annual basis during the budget process to determine funding availability for the next school year. The School Committee has the final decision as to which positions are funded each school year, however, lack of funding in a given year does not eliminate the position from this Appendix B.

Stipends. Payment of annual stipends for these positions shall be made in accordance with the stipend schedule as agreed to by the School Committee and the Association, and said stipends shall be paid twice annually in fifty percent (50%) increments during the months of May and December.

Work Hours. The majority of duties, functions, and responsibilities related to these positions shall be conducted or performed outside the normal school day and work hour schedule. It is understood that some tasks will be required during the school day but should not reduce the regular or normal teaching load of the staff member.

Job Postings. All Department Head, Lead Teacher, and Teacher Mentor positions approved for a school year by the School Committee will be advertised and posted on the SchoolSpring website. These positions will be available to members of the Oxford Education Association only, and will be posted on SchoolSpring "internally" prior to the commencement of each school year.

Application. Oxford Education Association members may apply for a position by submitting an online application on SchoolSpring.com. Applications will be reviewed and considered by the Building Administrator and/or his/her designee.

Additional Positions. Additional positions beyond those listed in this Appendix B will first be proposed to the Building Administrator along with the details and purpose of the position. The Building Administrator and the Association shall negotiate a mutually agreeable stipend based on the amount of work associated with the position. The recommendation of the Association and the Building Administrator will then be forwarded to the Superintendent and School Committee for consideration. Any newly established and approved stipend position will be captured in the form of an MOA and then incorporated into a successor agreement. The School Committee has the final decision as to which positions are funded in each annual budget, however, lack of funding in a given year does not eliminate the position from this Appendix B.

<u>POSITION</u>	<u>STIPEND</u>
<u>Districtwide</u>	
Mentor Coordinator	\$1,500.00
Teacher Mentor (for first new hire teacher assigned)	\$ 900.00
Teacher Mentor (for each additional new hire assigned)	\$ 400.00
Lead Mentor	\$ 300.00
<u>High School</u>	
Department Head - English Language Arts	\$2,500.00
Department Head - Mathematics	\$2,500.00
Department Head - Social Studies	\$2,500.00
Department Head - Science	\$2,500.00
Department Head - Unified Arts	\$2,500.00
Department Head - Guidance	\$2,500.00
<u>Middle School</u>	
Department Head - English Language Arts	\$2,500.00
Department Head - Mathematics	\$2,500.00
Department Head - Social Studies	\$2,500.00
Department Head - Science	\$2,500.00
<u>Elementary Schools</u>	
Lead Teacher – Kindergarten	\$2,500.00
Lead Teacher – First Grade	\$2,500.00
Lead Teacher – Second Grade	\$2,500.00
Lead Teacher – Third Grade	\$2,500.00
Lead Teacher – Fourth Grade	\$2,500.00

APPENDIX C. EXTRA-CURRICULAR ACTIVITIES

Definition. Extra-curricular activities are school activities approved, organized, and sponsored by the School Committee and voluntarily engaged in, usually without credit, by the students.

Student Participation. All student activities require full and/or adequate participation, to be determined by the Building Administrator. Student activities will require the completion of a Student Participation Log to be turned in to the Building Administrator prior to recommendation for appointment of a coach or advisor will be made to the Superintendent of Schools.

Appointment. Appointment to a position is made on a yearly basis and subject to annual funding approval by the School Committee. Appointments are made by the Superintendent at the recommendation of the Building Administrator once he/she confirms the necessity for a position based on student participation, and after review and consideration of all applications received.

Funding Availability. The School Committee will review all extra-curricular activities on an annual basis during budget season to determine funding availability for the next school year. Each extra-curricular activity with approved funding will require a coach or advisor. The School Committee has the final decision on which activities/positions are funded each year, however, lack of funding in a given year does not eliminate the activity or position from this Appendix C.

Stipends. Payment for sports coaches shall be in accordance with the stipend schedule as agreed to by the School Committee and the Association, and said stipends shall be paid upon the completion of the sports season. Payment for advisors shall be in accordance with the stipend schedule as agreed to by the School Committee and the Association, and said stipends shall be paid twice annually in fifty percent (50%) increments during the months of May and December.

Work Hours. Except for unusual circumstances, all duties, functions, and responsibilities related to extra-curricular stipend positions shall be performed outside the normal school day schedule.

Job Postings. Extra-curricular positions approved by the School Committee will be posted on the SchoolSpring website and will be available “internally” first to members of the Oxford Education Association and after a sufficient amount of time has passed (as determined by the Building Administrator), positions may be made available to other current employees of the Oxford Public Schools. The Building Administrator may determine, at his/her discretion, whether to fill a position with a non-Association member. No extra-curricular position will be filled by non-employees. This does not pertain to Athletic Coaching positions.

Application. Oxford Public Schools employees may apply for a position by submitting an online application on SchoolSpring.com.

Additional Activities. Extra-curricular activities and associated positions beyond those listed in this Appendix C will first be proposed to the Building Administrator along with the details and purpose of the activity. The Building Administrator and the Association shall negotiate a mutually agreeable stipend based on the amount of work associated with the activity. The recommendation will then be forwarded to the Superintendent and School Committee for consideration. Any newly established and approved activity/stipend position will be captured in the form of an MOA and then incorporated into a successor agreement.

<u>POSITION</u>	<u>STIPEND</u>
<u>High School – Athletic Coaching Positions</u>	
Athletic Director	\$7,500.00
Baseball Coach - Junior Varsity	\$2,800.00
Baseball Coach - Varsity	\$3,900.00
Basketball Coach - Junior Varsity Boys	\$3,000.00
Basketball Coach - Junior Varsity Girls	\$3,000.00
Basketball Coach - Varsity Boys	\$4,900.00
Basketball Coach - Varsity Girls	\$4,900.00
Cheerleader Coach - Varsity Basketball	\$2,000.00
Cheerleader Coach - Varsity Football	\$2,000.00
Cross Country Coach - Varsity	\$2,800.00
Field Hockey Coach - Junior Varsity Girls	\$2,800.00
Field Hockey Coach - Varsity Girls	\$3,900.00
Football Assistant Coach #1 - Varsity	\$3,100.00
Football Assistant Coach #2 - Varsity	\$3,100.00
Football Assistant Coach #3 - Varsity	\$3,100.00
Football Assistant Coach #4 - Varsity	\$3,100.00
Football Head Coach - Varsity	\$5,100.00
Golf Coach - Varsity	\$2,800.00
Indoor Track Coach - Varsity Boys	\$3,700.00
Indoor Track Coach - Varsity Girls	\$3,700.00
Soccer Coach - Junior Varsity Boys	\$2,800.00
Soccer Coach - Junior Varsity Girls	\$2,800.00
Soccer Coach - Varsity Boys	\$3,900.00
Soccer Coach - Varsity Girls	\$3,900.00
Softball Coach - Junior Varsity	\$2,800.00
Softball Coach - Varsity	\$3,900.00
Tennis Coach - Varsity Boys	\$2,600.00
Tennis Coach - Varsity Girls	\$2,600.00
Track and Field Coach - Varsity Boys	\$3,700.00
Track and Field Coach - Varsity Girls	\$3,700.00
Unified Sports Coach	\$ 500.00
Volleyball Coach - Junior Varsity	\$2,800.00
Volleyball Coach - Varsity	\$3,900.00

<u>POSITION</u>	<u>STIPEND</u>
<u>High School – Extracurricular Advisor Positions</u>	
8 th Grade Class Advisor	\$ 800.00
Band Advisor	\$2,300.00*
Best Buddies Advisor #1	\$ 900.00
Best Buddies Advisor #2	\$ 900.00
Book Club Advisor	\$ 600.00
Bus Monitor - Morning	\$ 475.00
Chorus Director	\$ 900.00**
Color Guard Advisor	\$1,700.00
Dismissal Duty	\$ 400.00
Drill Team Advisor	\$1,700.00
Freshman Class Advisor	\$1,000.00
Gay-Straight Alliance Advisor	\$1,000.00
Junior Class Advisor	\$1,600.00
Marksmanship Advisor	\$1,700.00
Musical Director #1	\$1,650.00
Musical Director #2	\$1,650.00
National Honor Society Advisor	\$1,500.00
National Junior Honor Society Advisor	\$1,000.00
Robotics Club Advisor	\$1,500.00
Senior Class Advisor	\$1,800.00
Sophomore Class Advisor	\$1,250.00
Stage Band Advisor	\$ 900.00***
Student Council Advisor #1	\$1,900.00
Student Council Advisor #2	\$1,900.00
Treasurer	\$1,975.00
Video Technology Club Advisor	\$1,000.00
Weight Room Attendant	\$1,500.00
Yearbook Advisor #1	\$1,700.00
Yearbook Advisor #2	\$1,700.00

*Band: It is expected that the band will perform at the Memorial Day Parade, Graduation, spring and Winter Concerts, and at all home football games, and Thanksgiving Day football game when played away.

**Chorus: It is expected that the Chorus will perform at seasonal concerts, musicals, and for any musical preparation in cooperation with the Theater Director/Musical Advisor.

***Stage Band: It is expected that the Stage Band will perform at musicals, concerts, and as a pep band at a minimum of six (6) home basketball games, in cooperation with the Athletic Director.

<u>POSITION</u>	<u>STIPEND</u>
<u>Elementary Schools – Extra Position</u>	
Barton - Bus Supervisor	\$1,000.00
<u>Middle School – Athletic Coaching Positions</u>	
Athletic Director	\$1,750.00
Basketball Coach - Boys	\$1,600.00
Basketball Coach - Girls	\$1,600.00
Cross Country Coach	\$1,000.00
Field Hockey Coach	\$1,000.00
Soccer Coach - Boys	\$1,000.00
Soccer Coach - Girls	\$1,000.00
<u>Middle School – Extracurricular Advisor Positions</u>	
Band Director Session #1 (Sept-Jan)	\$1,300.00*
Band Director Session #2 (Feb-June)	\$1,300.00*
Bus Monitor – Morning	\$ 475.00
Chorus Director	\$ 700.00**
Corridor Monitor – Morning #1	\$ 700.00
Corridor Monitor – Morning #2	\$ 700.00
Dance Team Advisor	\$ 900.00
Journalism Club Advisor	\$ 900.00
Musical Director #1	\$ 900.00***
Musical Director #2	\$ 900.00***
National Junior Honor Society Advisor	\$ 900.00
Robotics Club Advisor #1	\$ 600.00
Robotics Club Advisor #2	\$ 600.00
Student Council Advisor	\$1,100.00
Treasurer	\$1,100.00
Yearbook Advisor #1	\$ 900.00
Yearbook Advisor #2	\$ 900.00

*Band: Performs at Veterans' and Memorial Day parades, spring and winter concerts, Grade 8 recognition ceremony. Meets after school for one hour weekly from October to May.

**Chorus: Performs at spring and winter concerts and meets weekly one month prior to concerts. The Director will help in the preparation for district and all-state auditions.

***Musicals: Meets after school and presents at least one production yearly.

APPENDIX D. NURSES

The following provisions apply to Nurses:

1. Probationary Period

The employer shall have the free exercise to hire and fire. Any duly appointed employee whose length of service is less than ninety (90) days shall be considered a probationary employee. A probationary employee has no seniority rights, and his retention as an employee is entirely within the discretion of the Employer. Such probationary employee may be discharged without cause. The discharge of an employee who has worked beyond the probationary period shall be for cause only. It is recognized that the determination of whether cause exists for the discharge of an employee is solely the function of the Employer. However, if the Association feels a discharge is discriminatory, after the employee is off probation, it may seek redress beginning at Level IV of Article 5 in accordance with the Grievance Procedure herein contained.

2. Hours of Work

The regular working hours for the school calendar year shall be scheduled for each nurse to fit the individual schedule of each school, by the senior school nurse. Each school nurse employee shall be scheduled to begin fifteen (15) minutes before the start of school at whichever building he/she is working in, and to end fifteen (15) minutes after the school ends.

3. Overtime

Overtime shall be voluntary except in the case of an emergency.

APPENDIX E. SIDE LETTERS OF AGREEMENT

1. The Oxford School Committee and the Oxford Education Association agree that no provision of the collectively bargained agreement may violate any provision of the Education Reform Act of 1993 or any other state or federal law.
2. In the event that the State Department of Education or the State Legislature should vote to increase the minimum requirement for yearly student attendance beyond the current one hundred eighty (180) days, the parties agree that collective bargaining would take place for the expressed purpose of making proper salary adjustments for any additional work days required of staff as a result of a longer mandated student year.
3. The Oxford School Committee, as employer, will pay eighty-six percent (86%) of the cost of an individual or family group health insurance plan. Effective July 1, 2007, the employer will pay eighty-three percent (83%) of the cost. Effective July 1, 2008, the employer will pay eighty percent (80%) of the cost. For employees hired on or after July 1, 2006, the employer will pay seventy-five percent (75%) of the premium cost.
4. In the event that the Great and General Court of the Commonwealth of Massachusetts passes legislation that will enable municipalities to purchase group health insurance through the Group Insurance Commission (GIC), the School District Committee and the Town will enter into immediate discussions with its employees concerning the possibility of such a purchase. These discussions will include, but will not be limited to, the possible acceptance of M. G. L., c. 32B, §19, a cost-benefit analysis of participation in the GIC, a timetable for making a decision on whether to participate, and the establishment of an on-going process for evaluating the costs benefit of purchasing group health insurance through the GIC.

APPENDIX F. EDUCATOR EVALUATION SYSTEM

The parties agree to establish a committee to review and make recommendations to the parties for modifications to the Educator Evaluation instrument. The Committee shall be comprised of up to six (6) members of the Association, appointed by the President, and up to six (6) administrators, appointed by the Superintendent. This Committee shall meet at mutually agreed upon times and present the recommendations on or before May 1, 2020. The recommendations are subject to ratification by the parties.

{FUTURE INSERTION OF AGREED UPON EDUCATOR EVALUATION INSTRUMENT}

APPENDIX G. JOB DESCRIPTIONS

The Association acknowledges that the District is in the process of developing/updating job descriptions for bargaining unit positions that will accurately reflect the job duties for said positions as of July 1, 2019.

The District will provide each employee (with a copy to the Association President) with a draft of the job description for his/her position. Each employee and the Association will have fifteen (15) school days to provide written feedback regarding the draft job description stating which, if any, duties the employee or the Association believes to be inaccurate or omitted and how the draft job description should be modified to address the inaccuracy or omission.

A Committee of up to three (3) representatives of the District, to be selected by the Superintendent, and up to three (3) representatives of the Association, to be selected by the Association President, shall meet and confer regarding any perceived inaccuracies in an attempt to resolve them.

Consistent with the language in Article 4 - Management Rights, the District shall have the right to make the final determination as to the accurate statement of the job duties.

{FUTURE INSERTION OF AGREED UPON JOB DESCRIPTIONS.}