Agreement between

The OXFORD BOARD OF EDUCATION

And the

OXFORD ADMINISTRATORS ASSOCIATION

July 1, 2019 - June 30, 2022
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ARTICLE I - RECOGNITION

The OXFORD BOARD OF EDUCATION (hereinafter referred to as "the Board") hereby recognizes the OXFORD ADMINISTRATORS ASSOCIATION (hereinafter variously referred to as "the Association" and the "OAA") as the exclusive representative, as defined in 10-153b through 10-153f of the Connecticut General Statutes as amended for the entire group of administrators not excluded from the purview of the statute.

ARTICLE II - AMENDMENT

A. It is understood that neither party can require formal negotiations on any matter covered by this Agreement during the life of this Agreement, except the negotiations of a successor agreement and except pursuant to section 10-153f(e) Connecticut General Statutes. However, this Agreement may be amended at any time by mutual consent of the Board and the OAA, which amendment shall be appended hereto and become a part hereof.

B. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE III - SEVERABILITY

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

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean a claim based upon a dispute arising from the interpretation or application of the language of this Agreement, or an alleged breach thereof that has not been resolved through the informal grievance procedure.

2. "Grievant" shall mean any member of the Bargaining Unit, or a group of Bargaining Unit members similarly affected by a grievance, or the OAA seeking recourse under the terms of this article.

3. "Days" shall mean days when school is in session, except during the summer vacation, when "days" shall mean those days when the central office is open. If any deadline date under this article falls on a weekend or holiday, such date shall be extended to the next following weekday.
B. Time Limits

1. The time limits indicated at each level are maximums. All efforts should be made to communicate and resolve disagreements in as short a time span as possible.

2. Time limits may be extended by mutual agreement, in writing.

C. Informal Procedure

1. An administrator who feels aggrieved shall initiate communication with his/her immediate supervisor within twenty (20) days of the time he/she knew or should have known of the condition that caused the disagreement.

2. If a satisfactory resolution to the problem is not reached within five (5) days of such communication, the administrator may institute a formal grievance.

D. Formal Procedure

1. Superintendent

   a. All written grievances shall contain at least the following information:

      i. The name of the grievant(s).
      ii. The date(s) on which the alleged act or condition occurred.
      iii. The specific paragraph of this Agreement which is alleged to have been violated, misinterpreted or misapplied.
      iv. A specific description of the act or condition in issue.
      v. The requested remedy.

   b. The written grievance must be submitted to the Superintendent and the OAA President within thirty (30) days from the time that the grievant knew or should have known of the act or condition which caused the disagreement.

   c. Within ten (10) days of the receipt of the written grievance, the Superintendent shall meet with the administrator and the OAA shall have the right to be present in an effort to resolve the problem.

   d. Within ten (10) days of this meeting, the Superintendent shall render a written decision to the administrator and OAA President.

2. Board of Education

   a. If the grievance is not satisfactorily resolved at the Superintendent level, or if no decision has been rendered within the specified time, the administrator, through the OAA President, may request a hearing with
the Board of Education. Such request shall be made in writing to the Chairman of the Board within twenty (20) days of the receipt of the written formal grievance by the Superintendent

b. The Board, or a designated subcommittee of the Board, shall meet with the grievant and his/her representative within twenty (20) days of receipt of the written appeal in an effort to resolve the grievance.

c. The Board shall render its decision in writing within ten (10) days of that meeting with copies sent to the aggrieved, the Superintendent, and the OAA President

3. Impartial Arbitration

a. If any such grievance is not satisfactorily resolved at the Board of Education level or if no decision has been rendered within the specified time, the grievant may request, in writing to the OAA President, that the matter be submitted to arbitration before a single arbitrator.

b. Notice of intent to submit the grievance to arbitration shall be made in writing by the OAA President (or his/her designee) or the individual grievant to the Superintendent of Schools, within fifteen (15) days of the meeting of the Board.

c. Within ten (10) days of receipt of such written notification, the Superintendent shall arrange for a meeting to select a mutually agreeable arbitrator. If the parties cannot agree, the American Arbitration Association shall be requested to name an arbitrator.

d. Arbitration shall be held in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.

e. The costs of the services of the arbitrator shall be borne equally by the Board of Education and the Association.

4. Miscellaneous

a. Any grievant may be represented at Levels One and Two of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any administrator's organization other than the Association. When a grievant is not represented by the Association, the Association shall be immediately notified and have the right to be present and to state its views at all stages of the procedure. Any party in interest may be represented at any level of the formal procedure.
b. All documents, communications and records shall be confidential and shall be filed separately from the personnel files of the participants.

ARTICLE V - WORKING CONDITIONS

A. All administrators hired on or before June 30, 2013 shall receive thirty (30) working days vacation each school year, exclusive of legal holidays, with such days to be taken during the school year following that in which they are earned. In the event an administrator does not take his/her earned vacation days, he/she may accumulate up to five (5) such unused earned vacation days per year to a maximum of twenty-five (25) days. The accumulated unused vacation days may be taken in subsequent years provided no more than thirty (30) days vacation may be taken in a year without Board of Education approval upon recommendation of the Superintendent of Schools. Upon retirement as defined by the State Teachers Retirement Board, or if an Administrator with service for 20 years, 15 of which were in the Oxford School system, leaves the employment of the Oxford Board of Education, the Oxford Board of Education’s obligation to pay the Administrator for accumulated vacation shall be limited to a maximum of 25 days. Vacation days not used by June 30 of each year or moved into “accumulated unused vacation days”, may be added to the administrator’s accumulated sick days.

Administrators hired after June 30, 2013 shall receive twenty (20) working days vacation each school year. Such vacation time must be taken in the year that it is earned and cannot be accumulated to be used in a later year or to be paid for at the time of retirement. Vacation days not used by June 30 of each year or moved into “accumulated unused vacation days”, may be added to the administrator’s accumulated sick days.

B. Administrators shall be granted the following holidays during the work year:

- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve
- New Year’s Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day

If school is in session on any of the above listed holidays, the Superintendent will designate an alternate holiday prior to the start of the school year.

C. Board of Education meetings -- Each administrator shall attend Board of Education meetings when an agenda item requires his/her presence or if he/she is requested to be present. Administrator agenda items will be given priority placement on the Board agenda.
D. Requests for vacation days will be filed with the Superintendent of Schools at least 30 days prior to the time requested. Alterations to such requests shall be made by mutual agreement with the Superintendent of Schools. It is recommended that vacation time is to be taken on days when students are not in school.

E. If the work year established for each administrator in "A" above is extended with the approval or at the direction of the Superintendent as a result of unusual or special work demands, such administrator shall be compensated at his/her per diem rate, based on his/her contracted yearly salary.

F. Vacancies and promotions shall be filled in accordance with the following procedure:

The existence of vacancies or positions shall be adequately publicized within the system by posting a notice in each school of the District as far in advance of the date of filling such vacancies as possible, but in no event less than ten (10) days in advance.

**ARTICLE VI - ADMINISTRATIVE ASSAULT**

A. Salary Payment

Whenever an administrator is absent from his/her responsibilities as a result of personal injury caused by an assault arising out of and in the course of the administrator's employment, as provided in Connecticut General Statutes § 10-236a, the administrator shall be paid full salary and benefits for the period of such absence without having such absence be charged to annual or accumulated sick leave. Any amount of salary payable pursuant to this article shall be reduced by the amount of any Workmen's Compensation award for temporary disability due to the said injury. At no time, however, shall the administrator's take home pay after taxes exceed what the administrator would have earned had he or she been working. The Board, at their cost, shall have the right to have the administrator examined by a physician of their choosing for the purpose of establishing the length of time during which the administrator is temporarily disabled.

B. Reimbursement

In the event that an administrator gains remuneration as a result of legal action which has been pursued, the administrator agrees to reimburse the Board of Education such payments which he/she has received under the terms stated above. This reimbursement shall not exceed the remuneration of the amount of salary and benefit payments received from the Board during the absence.

**ARTICLE VII - LEAVE POLICIES**

A. Extended Professional Leave
1. Administrative personnel in the Oxford Public Schools may be granted an extended professional leave for a year or a half year for the purpose of educational study or research. No more than one administrator at any one time will be granted extended professional leave in any single school year.

2. Each candidate must meet the following requirements:
   
   a. The administrator must be a full-time certified person who has been employed by the Oxford Board of Education for four (4) consecutive years as an administrator preceding the proposed sabbatical leave.

   b. The administrator will submit a signed statement indicating he/she first agrees to return to the Oxford School District for at least three (3) years after the end of the sabbatical. During a full year extended professional leave, the administrator will receive a stipend equal to three-fourths of the expected annual salary. During a half-year extended professional leave, the administrator will receive stipend equal to thirty-seven and one-half percent of the expected annual salary amount. A greater stipend may be granted for an extended professional leave at the discretion of the Oxford Board of Education. If the administrator does not return for one year, all costs related to salary, benefits and potential legal expenses will be reimbursed to the Board by the Administrator.

   In the event the administrator leaves the Oxford District prior to the completion of this three (3) year period, the administrator agrees to reimburse the Board for the amount of his/her sabbatical salary. Such reimbursement to be proportioned to the duration of service after leave (2/3 reimbursement for one year, 1/3 reimbursement for two years, etc.) unless return or completion of the three year standard is precluded by death or disability.

   Each recipient of a sabbatical leave grant shall submit to the Board a written report outlining his/her studies and accomplishments during the sabbatical leave.

3. Administrators on extended professional leave will advance on the salary schedule as if they were continuing to work in the Oxford Public School system. Sick leave accumulated prior to the start of the sabbatical leave shall be retained.

4. While on extended professional leave, administrators shall receive all benefits referred to in Article IX and XII of this Agreement; except that sick leave (Article VII, Section A-3.) will not accumulate and will not be paid during a sabbatical year.

5. Qualified administrators shall apply for extended professional leave not later than four (4) months prior to the planned commencement of said leave.
6. Board action of extended professional leaves shall be completed not later than forty-five (45) days after the application for leave.

7. Extenuating circumstances may be cause for reconsideration of the time spans referred to in Items 2a, 5 and 6 above.

8. Each extended professional leave request will be reviewed by the Superintendent. Based on this review, the Superintendent will submit his recommendation to the Board of Education for final action.

9. Board denial of a request for sabbatical leave is not grievable.

B. General Leave Provisions

Certain circumstances may warrant granting special leave, with or without pay, to administrative personnel. Such leave shall be at the discretion of the Board after consideration of the Superintendent's recommendation: denial of a General Leave is not grievable.

C. Personal Leave and Funeral Leave

1. Personal leaves without pay may be granted by the Superintendent to meet serious personal problems.

2. Administrators will be allowed three (3) work days each year, with pay, to be used for personal business. The personal days provided herein are to be used to provide the administrator with necessary time off in order to fulfill bona fide personal needs such as the performance of legal, household or other business which could not otherwise be legitimately performed outside the work day.

3. Whenever practicable, the request for the personal time off will be filed with the Superintendent at least 48 hours prior to the time requested; but, in any event, all applications for such leave shall be in writing. Personal leaves shall not be requested as part of a vacation or taken the day prior to a vacation or holiday, or the day following a vacation or holiday. In unusual circumstances where the provisions hereof cannot be met, the Superintendent may waive these conditions.

4. A leave of absence not to exceed five (5) work days immediately following the date of death shall be granted to any administrator whose wife, husband, father, mother, brother, sister or child dies. Such leave shall be with pay. At the discretion of the Superintendent, this limit may be extended due to extraordinary circumstances.
5. Time off to attend the funeral of a mother-in-law, father-in-law, daughter-in-law, son-in-law, of an existing marriage; aunt, uncle, step-mother, step-father, grandparent or grandchild, shall be granted. Such leave shall be with pay not to exceed one (1) day, except at the discretion of the Superintendent. This limit may be extended due to extenuating circumstances.

D. Sick Leave

1. All certified administrative professional personnel shall be granted, annually, eighteen (18) days of sick leave with full pay, cumulative from year to year, up to a maximum of 210 working days.

2. In case of personal illness, where sick leave is exhausted, special salary treatment may be recommended to the Oxford Board of Education by the Superintendent.

3. A newly hired administrator shall begin this contract with 45 accrued sick days.

E. Professional Days

Professional days may be taken by the Administrator, with approval of the Superintendent.

Professional Days may be taken for:

1. Attending conferences.

2. Attending workshops.

3. Attending any meeting both the Administrator and Superintendent would feel to be a benefit to the school system. These are not to be considered as personal or sick days.
# ARTICLE VIII - SALARY

## A. Schedule

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<tr>
<th></th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
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<tr>
<td><em>Assistant Principal M.S. (10 mths.)</em></td>
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<tr>
<td>2019-2020</td>
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<td>Director of Alternative Education (12 mths.)** (45%)</td>
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* The Assistant Principal Middle School (10 mths.), and Director of Curriculum, Instruction and Assessment (10 mths.) receive the benefits that a twelve month employee receives except: no vacation or holidays; the annual paid sick leave shall be for sixteen (16) days; the work year is the student year plus twelve (12) days.

** Director of Alternative Education (12 mths.) (45%) - As permitted by TRB for a previously retired employee, otherwise medical insurance per Article IX and summarized in Appendix A of the OAA contract. The position will receive no paid vacation or holidays and the annual sick leave will be 16 days. Ability to transfer existing sick time accumulated.
Individual Life Insurance – Provided per Article IX, Section E of OAA Contract.

B. Administrative Positions

The Board of Education reserves the right to make new administrative appointments. The Board reserves the right to place new appointees at an appropriate level of the new salary schedule based on the assessment of the Board on the appointee’s experience, training, and qualifications.

C. Tuition Reimbursement

During the normal school year, administrators who, with the approval of the Board and/or superintendent, undertake graduate studies beyond those needed for certification for the benefit of the Oxford schools shall receive reimbursement for up to Two Thousand Dollars ($2,000.00) per year for the cost of tuition for those courses, upon successful completion with a grade of B or better or “pass” in a pass/fail course; provided, however, for each administrator submitting a claim for reimbursement, the administrator shall sign a statement that he/she shall remain in the employ of the Board for two (2) school years following the school year in which the administrator receives the reimbursement. In the event the administrator shall not be employed with the Board for two (2) subsequent school years, the administrator shall reimburse the Board fully for all reimbursement provided during the two (2) school years prior to separation of employment, unless such separation was involuntary or due to health reasons.

D. In the event an administrator is assigned to act in the capacity of Superintendent, due to the Superintendent’s absence from the District, a per diem stipend of: One Hundred Dollars ($100.00) will be paid to said administrator.

**ARTICLE IX - MEDICAL BENEFITS**

A. Health Plan

- Each employee will be provided with group health insurance through the State’s Partnership Plan 2.0 ("SPP 2.0"). A copy of the Plan summary is attached as Appendix A.

- CIGNA Dental.

- CIGNA Vision.
Effective July 1, 2019, the Board shall pay seventy-eight (78%) percent of the insurance premium and the administrator shall pay twenty-two (22%) percent. Effective July 1, 2020 the Board shall pay seventy-seven (77%) percent of the insurance premium and the administrator shall pay twenty-three (23%) percent. Effective July 1, 2021 the Board shall pay seventy-six (76%) percent of the insurance premium and the administrator shall pay twenty-four (24%) percent. If the administrator elects no payroll deduction for insurances, the administrator shall have waived his/her right to be covered by the insurances listed above.

B. Section 125 Plan

The Board will continue to offer an I.R.S. Section 125 pre-tax conversion which shall allow employees to meet any required insurance premium contribution and also include a medical care account and a dependent care account. Election to participate in such plans shall be at the option of the employee.

C. Change in Insurance Carriers

The Board may, with reasonable advance notice to the Union, change insurance carriers or self-insure for all of or some of the aforementioned insurances provided that such modification substitutes a plan that is substantially equivalent to the plan then in effect in this Agreement.

D. Waiver of Insurance

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

All administrators shall receive term life insurance coverage in the amount of $250,000, provided the individual is insurable. The Board will pay the full premium costs of the administrators' individual life insurance.

F. Disability Insurance

The Board will provide members of the administrators’ bargaining unit with group disability insurance benefits equivalent to those in place during the 2012-13 school year. A copy of the group disability insurance plan is on file in the superintendent's office. The annual cost of the premium for the group plan shall not exceed $1,850, for each administrator.

ARTICLE X - PROTECTION OF ADMINISTRATORS

If an administrator is involved in an automobile accident after being directed to transport children to or from a school activity, the Board of Education will be responsible for the damage to the administrator's own vehicle in an amount equal to the deductible, not to exceed $500, in the administrator's own insurance policy.

ARTICLE XI - TRAVEL

All Superintendent required business travel shall be reimbursed on the basis of actual mileage at the published IRS rate per mile, measured from the Central Office.

ARTICLE XII - PROFESSIONAL ORGANIZATIONS/ INSTITUTIONAL MEMBERSHIPS

The Board will assume the financial cost of each administrator's membership, as part of the staff development plan, professional organizations of the member's choice, subject to the Superintendent's approval.

ARTICLE XIII - EVALUATIONS

All evaluations shall be conducted in accordance with the evaluation procedures of the Board. Nothing herein shall preclude modification of evaluation procedures in accordance with State guidelines.
ARTICLE XIV - SEVERANCE PAY

Effective July 1, 2001, upon retirement as defined by the State Teacher's Retirement Board, any administrator who retires from his/her duties after service for twenty (20) years, fifteen (15) of which were in the Oxford School System, shall receive twenty-five percent (25%) of his/her accumulated sick leave as severance pay. Such payment shall be based on 1/230 of the employees annual salary at the time of retirement. This benefit shall be unavailable to any employee hired after June 30, 2013.

ARTICLE XV - REDUCTION IN FORCE

In the event that positions covered by this contract are eliminated or reduced, the following procedure will be used in the order listed:

A. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative opening, if one exists, in his/her classification for which he/she is certified and qualified.

B. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator with the least seniority in the same classification as the displaced administrator in a position for which the displaced administrator is certified and qualified.

C. If there is no position available for the displaced administrator under paragraphs a or b hereto, he/she will be offered an administrative opening, if one exists, in any other administrative classification for which he/she is certified and qualified provided, however, such appointment does not constitute a promotion to a higher classification.

D. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position subject to the Reduction in Force provision of the Oxford Education Association's Agreement with the Oxford Board of Education.

E. If an administrator is relieved of his/her duties because of reduction in staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the salary schedule according to the teacher's Labor Agreement for his/her administrative and teaching experience within the school system and shall retain all accumulated sick leave, providing the accumulated and yearly acquired sick leave does not exceed the limit in the teachers' Labor Agreement and does not violate pertinent state statutes.

F. Failure to accept an offer or to receive an administrative position as provided above will result in termination of the administrator's employment as an administrator.
G. Any administrator who has been terminated as aforesaid or who takes a teaching position shall be placed on a reappointment list for two (2) years. While on the list, an administrator shall be recalled to his/her former administrative position if it becomes open or to other administrative positions for which he/she is certified and qualified according to administrative seniority in the Oxford School system providing appointment to such a position does not constitute a promotion to a higher classification. If a reappointment is offered consistent with the above and is refused by the administrator, he/she shall thereupon be removed from the reappointment list.

H. For purposes of this Article, administrative classifications shall be as follows:

1. High School Principal
2. Middle School Principal/Director of Pupil Personnel Services
3. Elementary School Principal
4. Assistant Principal H.S. (12 mths.)
5. Assistant Principal M.S. (10 mths.)
6. Director of Alternative Education (12 mths.) (45%)
7. Director of Curriculum, Instruction and Assessment (10 mths.)

I. The Superintendent of Schools shall determine whether an administrator is qualified under this Article provided that his/her decision shall not be arbitrary or capricious.

J. Seniority is defined as the length of time in an administrative position both within and without the Oxford School System.

K. In the event that an administrator is displaced to an administrative classification with a lower salary than that which the displaced Administrator previously enjoyed or to a teaching position, such Administrator's salary shall not be reduced more than $2,000 (Two Thousand Dollars) per year until the appropriate level on such new salary schedule is reached. If the displaced administrator is reduced to the level of a teaching position, the RIFed administrator will be required to work up to 30 additional days per year beyond the days stipulated in the teachers' Labor Agreement in consideration for the difference between his/her adjusted annual salary and the salary to which he/she would be otherwise entitled in that teaching position.
ARTICLE XVI - JUST CAUSE

Except as may otherwise be permitted elsewhere herein, no administrator shall be reduced in rank or compensation, or suspended without just cause. The provisions of Connecticut General Statute §10-151 set forth the specifically listed exclusive procedure for termination or non-renewal of employment contracts.

ARTICLE XVII - MANAGEMENT RIGHTS AND PRIOR PRACTICE

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

B. The Board retains all rights it had prior to the entering into this Agreement, except as such rights are relinquished in, abridged by, or in conflict with the other provisions of this Agreement.

C. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that certified administrative personnel have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

D. Both sides recognize the professional obligation of an administrator to provide thirty (30) days notice prior to separation from service.

ARTICLE XVIII - TAX SHELTERED ANNUITY

The Board shall pay annually on behalf of each administrator to a tax sheltered annuity of each administrator's choice, an amount equal to 3.5% of the administrator's base salary in each of the contract years. The annuity shall be stated in a form acceptable to the teacher retirement board to the extent possible, for purposes of being credited to the administrator pension formula, and will be subject to statutory retirement deductions. This benefit shall be unavailable to any employee hired after June 30, 2013.

ARTICLE XIX - SUCCESSOR AGREEMENT

This Agreement shall remain in effect until a successor agreement has been successfully negotiated.
ARTICLE XX - DURATION

This agreement shall be in full force and effect for the period commencing July 1, 2019 and ending June 30, 2022.

ARTICLE XXI - SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

OXFORD BOARD OF EDUCATION

Susan A. O'Brien
Chairperson
2/4/19
Date

OXFORD ADMINISTRATORS ASSOCIATION

[Signature]
President
2/4/19
Date
APPENDIX A - INSURANCE PLAN SUMMARY

The Board shall provide each eligible bargaining unit member with group health insurance benefits through the Connecticut State Partnership Plan 2.0 in lieu of the health benefits previously described in the insurance article of the 2016-2019 contract.

The health plan benefits shall be as set forth in the SPP 2.0 during the term of this Agreement, including any subsequent amendments or modifications made to the SPP 2.0 by the State and its employee representatives. The administration of the SPP 2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP 2.0.

The premium rates shall be set by the SPP 2.0. The parties acknowledge that certified employees are permitted by law to become participants in the SPP 2.0. The rate set by the SPP 2.0 will be adjusted to achieve a blended rate to provide retired certified employees with insurance coverage at the same rate offered to active employees, as required by statute. The Union accepts the blended rate as calculated by the Board’s insurance consultants.

The SPP 2.0 contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP 2.0 are subject to the terms and provisions of the HEP. In the event SPP 2.0 administrators impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction, and the $350/$1400 annual deductible shall be implemented through claims administration.

In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with mid-stream negotiation and arbitration provisions contained in the Connecticut General Statutes as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:

If the SPP 2.0 in its current form is no longer available; or if the benefit plan design of the SPP 2.0 is modified as a result of a change to the State’s collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
If Conn. Gen. Stat. Section 3-123rr et seq. is amended, or if there are any changes to the administration of the SPP 2.0, or if additional fees and/or charges for the SPP 2.0 are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein; and/or

If the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act (ACA; P.L. 111-148), as amended, inter alia, by the Consolidated Appropriations Act of 2016 (P.L. 114-113) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein.

In any negotiations triggered under subparagraph “c” above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the health insurance set forth in the 2016-2019 Collective Bargaining Agreement prior to the execution of the December, 2017 MOU to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP 2.0;
- The costs of different plan designs, including a high deductible health plan structure, the PPO plan structure and self-insurance options.

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

A Medical Benefit Summary of SPP 2.0 can be found on-line at: