

**2017-2020**

**AGREEMENT**

**between**

**GREENWICH BOARD OF EDUCATION**

**-and-**

**GREENWICH EDUCATION ASSOCIATION**



**TABLE OF CONTENTS**  
**2017-2020 CONTRACT between GREENWICH BOARD OF EDUCATION and**  
**GREENWICH EDUCATION ASSOCIATION**

ARTICLE 1	GENERAL.....	1
ARTICLE 2	RECOGNITION .....	1
ARTICLE 3	CONSULTATION PROCEDURE.....	2
ARTICLE 4	PROFESSIONAL PERFORMANCE IMPROVEMENT .....	2
ARTICLE 5	COMMUNICATION .....	4
ARTICLE 6	PROTECTION OF TEACHERS.....	4
ARTICLE 7	PERSONAL INJURY BENEFITS.....	5
ARTICLE 8	EMPLOYMENT YEAR .....	6
ARTICLE 9	SALARIES .....	7
ARTICLE 10	EXTRA DUTIES.....	10
ARTICLE 11	INSURANCE BENEFITS .....	12
ARTICLE 12	ACCUMULATED SICK LEAVE PAYABLE ON RETIREMENT .....	17
ARTICLE 13	LEAVES OF ABSENCE .....	18
ARTICLE 14	GRIEVANCE PROCEDURE.....	22
ARTICLE 15	TUITION REIMBURSEMENTS AND EDUCATIONAL DEVELOPMENT LEAVES.....	26
ARTICLE 16	NON-ACADEMIC DUTIES .....	28
ARTICLE 17	TEACHER'S FACILITIES.....	29
ARTICLE 18	SUBSTITUTES .....	30
ARTICLE 19	PROMOTIONS, ASSIGNMENTS, AND TRANSFERS .....	31
ARTICLE 20	REDUCTION IN FORCE AND RECALL .....	34
ARTICLE 21	SUMMER SCHOOL.....	36
ARTICLE 22	MEETINGS .....	37
ARTICLE 23	DUES AND OTHER DEDUCTIONS.....	37
ARTICLE 24	PERSONNEL FILES .....	38
ARTICLE 25	ASSOCIATION AND TEACHER CONTRACT RIGHTS.....	39
ARTICLE 26	SAVINGS CLAUSE .....	40
ARTICLE 27	MODIFICATION.....	40
ARTICLE 28	PROHIBITED PRACTICES.....	40
ARTICLE 29	SPECIAL EDUCATION .....	40
ARTICLE 30	ASSOCIATION SERVICE FEE.....	41
ARTICLE 31	DURATION .....	43
APPENDIX A	2017-2020 SALARY SCHEDULES .....	A1
APPENDIX B	EXPERIENCE FACTOR FOR COACHES .....	B1
APPENDIX C	STUDENT ACTIVITIES .....	C1
APPENDIX D	SUMMARY OF INSURANCE BENEFITS .....	D1
APPENDIX E	TEACHER'S CONTRACT OF EMPLOYMENT .....	E1
APPENDIX F-1	GENERAL NATURE OF SECONDARY SCHOOL ASSIGNMENTS .....	F1



## ARTICLE 1

### GENERAL

- A. It is recognized that the Board has and will continue to retain, through its own action or through directives of the Superintendent, the full right, power and authority based upon applicable state laws, to direct the total operation of the public schools in Greenwich.
- B. The Board and the Association each reserves the right to act by duly authorized committee, individual, member, or designated representative. Each party will provide to the other, upon request, satisfactory evidence of authority so to act.
- C. The Board and the Association recognize that any provision in this Agreement that requires the consent or approval of any legally constituted agency of the federal, state, or municipal governments shall not be considered binding until such approval is given.
- D. Previously adopted policies, rules, or regulations that are inconsistent with this Agreement are superseded by this Agreement.

## ARTICLE 2

### RECOGNITION

- A. Subject to and in accordance with the provisions of Sections 10-153a through 10-153r of the General Statutes of the State of Connecticut, as amended, the Board recognizes the Association as the exclusive representative of all certified professional employees and persons employed under a durational shortage area permit ("teachers") employed, whether or not within the table of organization, and engaged in positions requiring a teaching or special services certificate; provided, however, that only those teachers employed for the minimum number of consecutive days required by the certification requirements shall be included and further provided that temporary substitutes, employees in a position requiring an intermediate administrator or supervisor certificate or the equivalent thereof and whose administrative or supervisory duties shall equal at least fifty percent of their assigned times, the Superintendent of Schools, Assistant Superintendents, employees who act for the Board of Education for personnel relations or budget preparation (e.g., Managing Director of Operations, Director of Human Resources), and any other employee excluded by law shall not be included.
- B. The Association agrees to represent equally all such teachers without regard to membership or participation in, or association with the activities of, the Association or any other employee organization.

### ARTICLE 3

#### CONSULTATION PROCEDURE

- A. The Board reserves the right to provide teachers with a current district-wide Teachers' Handbook. Any such Handbook shall be for informational purposes only, and the provisions of this Agreement shall prevail in all areas it addresses. The Board reserves the right to amend any such Teachers' Handbook from time to time, with the understanding that this right shall not affect the right of the Association to request negotiations over any changes in mandatory subjects of negotiation.

### ARTICLE 4

#### PROFESSIONAL PERFORMANCE IMPROVEMENT

- A. The Association encourages all teachers to seek and maintain the highest professional standards.
- B. The Board shall implement the evaluation of teachers in accordance with guidelines established by the State Board of Education for the development of evaluation programs.
  - 1. The specific program for evaluation shall be based upon the most recent study on the issue by the system and shall, from time to time, be updated. The parties shall have a joint committee appointed by the Board and the Association, which shall meet to update the current study as needed and to consider matters pertinent to evaluation. If the committee cannot mutually agree upon a program or any part of it, the Board may, after twenty (20) days' notice, implement its program or part until such time as mutual agreement is achieved.
  - 2. (a) Any observation designated as formal under the evaluation procedure shall be preceded by a personal conference between the teacher and the observer and followed by another such conference, to be held whenever possible, within ten (10) school days of the observation.  
  
(b) Any formal observations shall become part of the permanent evaluation record of such teacher. The evaluation form(s) developed by the joint committee shall be the instrument(s) used for formal evaluation. Each observation form shall be signed by the teacher and the observer within fifteen (15) school days of such observation and a copy of such signed observation form shall be given to the teacher within twenty (20) days of such observation. The teacher's signature shall only indicate awareness of the form.

3. Each teacher shall be apprized annually in writing of the general nature and procedures of the evaluation program.
4. Each formal written evaluation shall be signed by an employee in a position which requires an administrative certificate and by the teacher to indicate awareness of the evaluation. No teacher shall evaluate any other teacher. Teachers shall be encouraged to support and cooperate with peers through such techniques as peer coaching or in other supplemental roles. Upon request by a teacher or administrator, the Administration shall designate an additional certified professional with expertise in the area being evaluated to have a supplemental role in the evaluation process and the teacher may designate his or her own additional certified professional with expertise in the area being evaluated to have a supplemental role in the evaluation process. Such additional certified professional or professionals shall be selected only from within the system.
5. Any writing which is to be a part of a teacher's evaluation file shall be brought to the attention of the teacher. If the teacher is asked to sign the writing, such signature shall only indicate awareness of the writing. A teacher may place a written comment in his/her evaluation file in response to any writing made a part of the teacher's evaluation file.
6. A copy of any year-end evaluation shall be given to the teacher on or before the last day of each school year for teachers. Except to the extent that disclosure is necessary for reasonable cause, evaluations and written answers shall be confidential.
7. All evaluators shall be knowledgeable in the techniques and criteria to be used in the evaluation process. To this end the Board shall continue to provide funds, time and supportive services necessary to apprise the evaluators of the techniques and criteria to be used in the evaluation process.
8. No evaluation shall be the subject of a grievance, unless it is illegal, immaterial, or contains false information.
9. The parties shall adhere to time lines and procedures established in the teacher evaluation process. Failure to do so shall be grievable, but shall not be the subject of arbitration, and shall be subject to any other remedy as set forth in the teacher evaluation process. Within a reasonable time after a request to do so, a teacher shall sign any document to indicate only his/her awareness of the document.

10. Should the provisions of the Teacher Evaluation and Professional Learning Plan be revised in accordance with statute, those provisions shall control and provisions of this Section that are inconsistent with Teacher Evaluation and Professional Learning Plan shall be ineffective.
- C. No teacher shall be formally disciplined or suspended without reasonable and just cause.
1. The teacher shall receive a written statement of the reasons for any such action.
  2. Except in cases of emergency, no teacher shall be suspended without a prior hearing fairly conducted by the Superintendent.
  3. The teacher shall have the right to Association representation or counsel of the teacher's choice.
  4. No decision of the Board under Section B above shall be the subject of arbitration.
  5. The teacher may seek relief from any court of competent jurisdiction after the hearing process has been exhausted.

## ARTICLE 5

### COMMUNICATION

- A. Recognizing the need for communication with the profession, at least once each year, on dates to be mutually agreed upon, which may be regular Board meetings, the Board and teachers shall meet to discuss matters significant to education.
- B. The Board and/or Superintendent and teachers may agree to participate in voluntary joint study committees to discuss and make recommendations on matters of educational development. Participation by teachers need not be related to or dependent on affiliation or non-affiliation with any teacher organization, nor should such teachers be considered as representing such organization. The Board or Superintendent and the President of the Association shall each appoint its representatives as participants on these committees.

## ARTICLE 6

### PROTECTION OF TEACHERS

- A. Teachers shall report immediately in writing to their principal and the central office any case of assault suffered by them in connection with their employment.

- B. Such report shall be forwarded through the Superintendent to the Board which shall comply with any reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. The Board shall provide for the protection of teachers in accordance with Protection of Teachers in Case of Assault, Section 10-236a of the General Statutes of the State of Connecticut.
- D. In addition, the Board shall provide a lawyer (to be selected by the teacher from a list of four (4) lawyers of the Board's choice) to defend a teacher in any legal action brought as the result of any alleged act of the teacher provided such teacher at the time of the act was acting in the discharge of his/her duties within the scope of his/her employment and/or such act arose out of his/her employment, except that if the Board shall determine that it is in an adversary position to such teacher in connection with such act, it shall not be required to provide such counsel. If there is a disagreement as to whether or not the Board is in an adversary position such question shall be resolved by binding arbitration by a single arbitrator appointed by the agreement of the parties, or if agreement cannot be reached, under the rules of the American Arbitration Association. If a final decision shall be rendered and not appealed which determines that the teacher was not acting within the scope of his/her employment and/or such act did not arise out of his/her employment, the teacher shall reimburse the Board for all expenses incurred by the Board in providing legal counsel.
- E. The Board shall reimburse a teacher up to Six Hundred Dollars (\$600.00) for any uninsured loss which the teacher sustains to his/her personal property as the result of an assault when such teacher is acting in the discharge of his/her duties within the scope of his/her employment.
- F. In connection with the payment of any compensation from the Board to an injured teacher under this Article, the Board and the injured teacher shall have the same rights and obligations to each other and with respect to third parties as Section 31-293 of the Connecticut General Statutes, as amended, gives an employer and employee under the Workers' Compensation Act.

## ARTICLE 7

### PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid compensation in accordance with the Workers' Compensation Law of the State of Connecticut.

- B. If a teacher, absent and entitled to compensation under Section A of this Article, is not contributorily negligent with respect to the personal injury sustained by him/her, then, he/she shall be paid his/her full salary (less the amount of any Workers' Compensation payment or award) for the period of such absence up to a maximum of one hundred eighty (180) days following the date of injury.
- C. The Board shall determine whether or not the teacher was contributorily negligent which determination shall be subject to the grievance procedure.
- D. If a teacher so elects, payments of full salary may be continued for all periods of absence not compensated at full salary to the extent of the teacher's accrued unused sick leave. Accrued unused sick leave shall not be applied against any payments made pursuant to the Workers' Compensation Law of the State of Connecticut or any full salary paid pursuant to this Article.
- E. A complete report of each accident shall be made to the Director of Human Resources as soon as possible.
- F. In connection with the payment of any compensation from the Board to an injured teacher under this Article, the Board and the injured teacher shall have the same rights and obligations to each other and with respect to third parties as Section 31-293 of the Connecticut General Statutes, as amended, gives an employer and employee under the Workers' Compensation Act.

## ARTICLE 8

### EMPLOYMENT YEAR

- A. The base employment year shall be one hundred eighty-seven (187) days for each year of this Agreement for teachers not required either by this Agreement or by individual agreement pursuant to Section B of this Article to work additional or fewer days. For teachers new to the district each year, the work year shall be one hundred ninety (190) days for each year of this Agreement and shall commence three (3) days prior to the work year of teachers not new to the district; provided, however, that if a new teacher shall have a bona fide reason for not being present any of the first three (3) days the Board shall not deduct for a leave of absence without pay for any such days.
- B. For each teacher, days may be subtracted from the established employment year by mutual agreement between the Superintendent and the individual at the teacher's per diem rate; and for each teacher days may be added to the established employment year by mutual agreement between the Superintendent and the individual for the following duties at the following rates: (1) For curriculum growth and development projects at a rate of Two

Hundred Fifty Dollars (\$250.00); (2) For projects equivalent to the tasks performed by the individual during the established employment year at the individual teacher's per diem rate; and (3) For curriculum reviews during the school year at a rate proportionate to the daily rates set forth above (based on a six hour day) provided that the total cost for each year of this Agreement shall not exceed Eighteen Thousand Dollars (\$18,000.00) and further provided that the curriculum reviews shall be pre-approved by the Superintendent or his or her designee.

- C. Deductions for leave of absence without pay shall be computed by means of a fraction, the numerator of which is one (1) and the denominator of which is the number of days in the employment year of the particular teacher (e.g., 1/187 of the annual contract salary per day of absence for teachers on an employment year of one hundred eighty-seven [187] days).
- D. The Superintendent will advise the Association of the options under consideration prior to Board adoption of the school calendar.

## ARTICLE 9

### SALARIES

- A. The salaries of all teachers covered by this Agreement for the fiscal years of this Agreement shall be as set forth in Appendix A. Upon providing the Association and teachers with sixty (60) days written notice, the Board may implement not more than once during the term of this Agreement a five-day payroll lag without further negotiations with the Association. The lag shall be implemented by delaying the delivery of each bi-weekly pay check by one business day until a five day lag has been accomplished. At termination of employment with the Board, the teacher shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the teacher's separation of service with the Board. Following the implementation of the payroll lag, newly hired teachers will receive his or her first paycheck on a five-day lag basis. It is understood that the result of the implementation of the payroll lag will result in teachers receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.
- B. Salary advancement shall not be automatic. If, however, a salary increment shall be withheld from more than ten percent (10%) of the teaching staff in any fiscal year, the evaluation process will be reviewed. By way of illustration and not by way of limitation, the Board contemplates withholding an increment for the succeeding school year for any teacher who was at any time during the current school year on an intensive assistance improvement plan for more than fifty percent (50%) of the current school year. The Board shall not exercise its right to withhold salary advancement in an arbitrary or capricious manner, but this requirement shall not expand the basis for grieving an evaluation as set forth in Article 4. A teacher must work at least ninety (90) school days in one year to be advanced to the next step the following year.

- C. Teachers shall be paid on an optional basis of either twenty-two (22) or twenty-two payments with summer payback. The start of payments shall be coordinated with the major town payroll. By June 1st, the Administration shall notify each teacher of the annual salary to be paid that teacher for the upcoming year and of the payroll dates for the upcoming year and the teacher shall indicate by June 20th on a copy of the notification whether twenty-two (22) or twenty-two pays with a “summer payback” are desired.
- D. All paychecks shall be made by direct deposit and electronic pay advice. Each teacher shall provide the Board with banking information and an email address for this purpose.
- E. The Board agrees to adopt the individual salary agreement and the Contract for Extra Duties, attached hereto as Appendix E, except that such forms shall be modified so as to conform with Section C of this Article and any other applicable provision of this Agreement. Teachers now employed under long-term contracts shall continue to be employed under such contracts.
- F. Requests for recognition of approved graduate study for salary adjustments may be submitted twice a year, on or before October 1, and on or before March 1. Adjustments granted on or before October 1 shall be retroactive to the beginning of the school year and those granted on or before March 1 shall be retroactive to February 1. The responsibility for a complete and accurate salary advancement package (including requesting transcripts) shall rest with the teacher. Each teacher shall submit to the Administration as part of his/her salary advancement package such forms and additional information as the Administration may reasonably request (e.g. transcripts and a written explanation as to any courses which have changed or have unclear numerical or name designations). Each teacher will make his/her best efforts to verify the completeness and accuracy of the salary advancement package by reviewing the salary advancement package personally and by providing or obtaining such additional information as the Administration may reasonably request. Applications which contain complete and accurate salary advancement packages will be processed before those which do not. A forty-five (45) day extension of the submission date of October 1 and March 1 shall be granted, provided that the teacher can demonstrate the transmittal of the appropriate records is beyond the teacher's control.
- G. Teachers will be placed on a level within a particular degree schedule in accordance with prior teaching experience using the following criteria:
  - 1. Credit will be given for prior teaching experience gained as follows:
    - a. After attainment of a teaching or special service certificate from the State of Connecticut pursuant to Section 10-145 and 10-145a and 10-145b of the Connecticut General Statutes or the equivalent from another State.
    - b. In the field which the teacher is hired to teach in Greenwich.

2. One step shall be allowed for each year of continuous teaching experience if the experience immediately precedes appointment. For service interrupted by two (2) consecutive years or more, one-half (½) credit shall be allowed.
  3. At the discretion of the Superintendent, credit may be allowed for trade and industrial experience, business experience, social work, clerical work, and other experience which contributes directly to the professional competence and ability of the teacher.
  4. One-half (½) step credit shall be allowed for each year of continuous full-time experience as professional aides and assistants in the Greenwich Public Schools provided that the total step credit shall be limited to four (4) steps.
  5. The Superintendent may grant up to five (5) additional years credit for teachers hired in shortage areas as defined by the State Department of Education.
- H. In the event the Board establishes a new bargaining unit position the Board shall notify the Association and bargaining for the salary shall begin. If the Board must set a salary prior to the conclusion of bargaining in order to meet budgetary deadlines or in order to be able to fill a new position, the Board may set a salary subject to subsequent bargaining between parties.
- I. The abbreviations used in the salary schedule shall be interpreted and applied in accordance with the following definitions:
1. BA - a baccalaureate degree earned in an accredited college or university.
  2. MA - a master's degree earned in an accredited college or university.
  3. 6th year - a 6th year level of training refers to a planned program of graduate study subsequent to the completion of the master's degree which results in a professional diploma from an accredited university; a second master's degree in a discipline other than the discipline in which the first master's degree was attained; or, the completion of thirty (30) semester units, or their equivalent, beyond the master's degree. Except for up to fifteen (15) semester hours, or their equivalent, such programs shall be approved in advance by the Professional Program Review Committee. Those teachers with fewer than fifteen (15) hours to earn towards the thirty (30) hours as of July 1, 1990, need receive prior approval only to the extent of the remaining hours. In addition, teachers whose degree requires sixty (60) hours of credit for certification in Connecticut in the field in which the teacher is working in Greenwich shall be placed on the appropriate steps of the 6th year schedule. Social workers whose degree requires sixty (60) hours of credit shall be placed on the appropriate steps of the 6th year schedule.
  4. Doctorate: - a Ed.D degree, a Ph.D. degree or a MD degree earned in an accredited college or university.

- J. Each teacher who has served twenty (20) or more years in the Greenwich system shall receive a payment of One Thousand Two Hundred Dollars (\$ 1,200.00) in each year of this Agreement. Time accrued during unpaid leave of absence shall not be counted toward the required service time under this Section. In order to receive a benefit under this Section, a teacher must have twenty (20) or more years in the Greenwich system as of July 1, 2015.
- K. Teachers whose professional assignments require that they use their cars to travel on the same day from one location to another shall be paid the prevailing Town rates for mileage.
- L. The Professional Program Review Committee shall consist of four (4) teachers and four (4) administrative representatives. The four (4) teachers on the committee shall be selected by the Association. The four (4) administrative representatives on the Committee shall be the Program Coordinator, Staff Development and Planning, one principal representing the elementary level, one principal representing the secondary level, and one other administrative representative to be selected by the Administration.

## ARTICLE 10

### EXTRA DUTIES

- A. Program Associates in positions not requiring an administrative certificate shall be paid over their regular teaching salaries an additional Four Thousand Eight Hundred Eighty Dollars (\$4,880.00), provided their employment year shall be seven (7) days more than the base employment year established by the Board for teachers.
- B. Learning Facilitators at the Elementary and Middle School level programs shall be paid over their regular teaching salaries an additional Two Thousand Five Hundred Seventy Three Dollars (\$2,573.00), provided their employment year shall be four (4) days more than the base employment year established by the Board for teachers.
- C. Learning Facilitators at the High School level programs shall be paid over their regular teaching salaries an additional Three Thousand Eight Hundred Sixty Dollars (\$3,860.00), provided their employment year shall be six (6) days more than the base employment year established by the Board for teachers.
- D. Engagement in extra duties for additional compensation as set forth in Appendices B and C shall be voluntary.

- E. Teachers engaged in extra duties for additional compensation as set forth in Appendices B and C shall be compensated in accordance with the Schedule contained in Appendices B and C, and each such teacher so engaged shall enter into an agreement in substantially the form contained in Appendix E on Page E-3. Whenever possible, teachers shall be notified of their assignment by June 30th of each year.
- F. The Board has and shall retain the authority to assign to teachers, as part of the professional work load established by the Board, duties other than those set forth in Appendices B and C. During the term of this Agreement, the parties' past practices under this Section shall be maintained. This authority will not be exercised inconsistently with Section G of this Article, and Article 30.
- G. Extra duties for additional compensation as set forth in Appendices B and C shall be in addition to those required for any professional work load established by the Board.
- H. Each teacher shall devote thirty (30) hours per year to activities beneficial to the Greenwich school system. Such activities may include, but not be limited to, plays, debates, curriculum development committees, school fairs, tutorials, and other activities as cooperatively developed and amended as necessary by the Association and Administration, provided they are not compensated for in other Sections of this Agreement. Such activities shall be cooperatively established by the teacher and his/her supervisor in accordance with the guidelines cooperatively developed between the Administration and the Association. When the teacher and the administrator are unable to do so cooperatively, the Administrator may determine the use of the thirty (30) hours. In such event the teacher shall have a right to bring that determination for reconsideration to the level of the Superintendent, but no further. An on-going written record shall be maintained of each teacher's activities under this Section. The thirty (30) hours required by this Section shall be in addition to any time required to meet the teacher's professional work load.
- I. Existing and new TEAM mentors shall be paid One Thousand Dollars (\$1,000) for each teacher they serve per year; provided, however, that although mentors may in some cases serve more than two (2) teachers, no mentor shall be paid for serving more than two (2) teachers. Any staff development coach who is also the TEAM mentor for more than two (2) teachers shall also be paid this stipend.

## ARTICLE 11

### INSURANCE BENEFITS

For the period July 1, 2017 through June 30, 2020, the Board shall provide the following insurance to participating teachers on the conditions set forth below. During the open enrollment period, each teacher shall select whether to waive insurance benefits or to participate in the healthcare plan on the conditions described below:

- A. High Deductible Health Plan (HDHP)
1. A High Deductible Health Plan (HDHP) as summarized in Appendix-D-1 with a deductible of \$2,000/\$4,000 with prescription copays of \$5 (generic) (\$10 when permitted by law)/\$25/\$40 (mail order at two times) after the deductible is met. The percentage share of premium cost shall be eighty-seven percent (87%) for the Board and thirteen percent (13%) for the teacher in 2017-2018, eighty-six percent (86%) for the Board and fourteen percent (14%) for the teacher in 2018-2019, and eight-six percent (86%) for the Board and fourteen percent (14%) for the teacher in 2019-2020.
  2. For eligible teachers who participate in the HDHP, the Board will deposit into a Health Savings Account (HSA) One Thousand Two Hundred Fifty Dollars (\$1,250.00) for single coverage and Two Thousand Five Hundred Dollars (\$2,500.00) for couple or family coverage in each calendar year the teacher elects the HDHP coverage. The Board shall deposit 33.33% in September and 66.66% in January of the annual contribution. For new teachers who enroll in the HDHP the Board's HSA contribution shall be pro-rated for that calendar year and deposited to the teacher's HSA as early as the first of the month following the date of hire.
  3. For teachers who participate in the HDHP who are enrolled in Medicare Part A, receiving Veterans Medical Benefits or Active Duty Health insurance (TRICARE), a Health Reimbursement Arrangement (HRA) will be available. Teachers will be required to provide proof of participation in Medicare Part A, Veterans Medical Benefits or Active Duty Health Insurance (TRICARE) prior to the commencement of their health coverage. The HRA will provide for reimbursement of qualified HDHP medical and prescription expenses that track towards the annual deductible up to \$1,250 for a teacher enrolled in single coverage or up to \$2,500 for a teacher enrolled in couple or family coverage. The Board shall provide 33.33% in September of the annual expense reimbursement and 66.66% in January of the annual expense reimbursement. For new teachers who enroll in the HDHP the Board's HRA reimbursement shall be pro-rated for that calendar year and applied to the teacher's HRA on the first of the month following the date of hire. Any unused reimbursement funds shall be maintained in the HRA from year to year with a maximum balance not to exceed the annual deductible for any circumstances. If the

Board's contribution to the HRA would cause the account balance to exceed the deductible amount, the Board's contribution shall be reduced to ensure that he balance does not exceed the deductible.

B. Dental Insurance

1. For the term of this Agreement, the dental insurance that was in effect on June 30, 2017 shall continue. Effective July 1, 2017, the teacher shall make a premium co-pay of thirteen percent (13%), effective July 1, 2018 a premium co-pay of fourteen percent (14%) and effective July 1, 2019, a premium co-pay of fifteen percent (15%). The dental benefits are summarized in appendix D-2.

C. Additional options.

After consultation with the Association, the Board may offer eligible teachers the opportunity to participate in the other health insurance plans offered by the town. The contribution percent shall be negotiated with the Association if offered.

D. The Board reserves the right to increase its percentage contribution for any of the plans set forth in this section, with a concomitant reduction in the teachers' percentage contribution.

E. The following provisions shall apply to the medical plans and the additional options set forth above:

1. Participating members shall make an annual election between plans, if the Board offers more than one plan. Changes during the year will be permitted only if a "Qualified Life Event", as enumerated in IRC Section 125 occurs. Changes then requested must be on account of and consistent with the Qualified Life Event. Qualified Life Events are defined as follows:
  - a. The member's marriage or divorce.
  - b. The death of the member's spouse or dependent.
  - c. The birth or adoption of a child of the member.
  - d. Termination of employment or commencement of employment of the member's spouse.
  - e. The member or spouse switches from full-time to part-time or part-time to full-time employment.
  - f. The taking of an unpaid leave of absence by the member or spouse.
  - g. Separation from service.
  - h. A significant change in the health coverage of the member or spouse due to the spouse's employment.

2. If the members wish to change health plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing condition limitations or medical evidence requirements.
- F. Members, except those with a Health Savings Account (HSA) will have the opportunity to enroll in Flexible Spending Accounts pursuant to IRC Sections 125. All members will have the opportunity to enroll in Dependent Care Flexible Spending Accounts pursuant to IRC Section 129. Member contributions in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.
  - G. The premium equivalent rates shall be computed annually in accordance with generally accepted underwriting methodologies. The rates shall be set by a qualified third party (*e.g.*, plan administrator or insurance consultant) designated by the Board. The Association will have the right to review the premium equivalent rates and the underlying data.
  - H. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.
  - I. The Board may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Board desires to do so, the Board shall give the Association no less than sixty (60) days notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Association may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.
  - J. The teacher contributions required hereunder shall be made by appropriate deductions from each periodic pay of the covered teacher based on individual, couple or family premiums as appropriate.
  - K. Insurance benefits shall not be provided for a teacher who teaches less than one-half ( $\frac{1}{2}$ ) time.

- L. Any past practice to the contrary notwithstanding, when spouses are both eligible for the health insurance, dental and prescription plans offered by the Board, they may each elect to participate and pay the established premium cost sharing amount, or to have one spouse covered by the other with the participating spouse paying the applicable cost sharing amount for 1-and-1 or family coverage, or both spouses may elect to waive such coverage and the related premium cost sharing.
- M. The Board shall pay one hundred percent (100%) of the premium cost for term life insurance for each teacher in a face amount equal to one and one-half (1½) times the teacher's compensation, rounded to the nearest One Thousand Dollars (\$1,000.00). This insurance shall also cover accidental death and dismemberment.
- N. (1) Effective July 1, 2017, on an annual basis the Board shall offer each teacher the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health and dental benefits and vision benefits or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

Promptly upon ratification of this Agreement, the Board shall make application to the State to admit this bargaining unit to the SPP. Should the Board's application be rejected and reconsideration be denied, this Section N in its entirety shall be of no further effect.

- (2) The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute. The method used to determine the blended rate shall be Method 2 as mutually agreed by the Board and the Association and as permitted by the SPP.
- (3) The percentage share of such premium cost shall be eighty-eight percent (88%) for the Board and twelve percent (12%) for the teacher in 2017-2018, eighty-eight percent (88%) for the Board and twelve percent (12%) for the teacher in 2018-2019, and eighty-eight (88%) for the Board and twelve percent (12%) for the teacher in 2019-2020.

- (4) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- (5) In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

(6) In any negotiations triggered under Section N(6) as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the plan set forth in Sections A and B above to be the baseline for such negotiations, and the parties shall consider the following additional factors:

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

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

## ARTICLE 12

### ACCUMULATED SICK LEAVE PAYABLE ON RETIREMENT

- A. Each teacher who has been continuously employed as a teacher in the Greenwich Public School System as of July 1, 1997 and who has accumulated and is entitled to sick leave at the time of his/her retirement (with eligibility for immediate retirement benefits under the teacher's retirement system) or death shall receive one-half ( $\frac{1}{2}$ ) of a day's pay for each day of unused sick leave up to eighty (80) days; provided that in no instance shall he/she be paid more than forty (40) days sick leave computed on the lesser of (a) \$13,321.60, or (b) the particular teacher's per diem rate as of July 1, 1997.
- B. Each teacher who is entitled to accumulated sick leave payable at retirement in accordance with Section A of this Article shall have the option of receiving the amount due him/her, without interest, in one payment at retirement or in three (3) equal annual payments of one-third ( $\frac{1}{3}$ ) each commencing at retirement. Any teacher who exercises his/her option to be paid in three (3) payments shall have the duty of keeping the Board advised of his/her current address and the Board shall incur no liability if payments are sent to the last supplied address. In the event a teacher who exercises his/her option to be paid in three (3) payments dies prior to receiving all payments, any balance remaining to be paid shall be paid in one lump sum to his/her estate.
- C. A teacher shall notify the Board, in writing, at least five (5) months in advance of the retirement date, of his/her intention to retire and the manner in which he/she wishes any accumulated sick leave to be paid. Notification of intent to retire shall be irrevocable unless there are unusual circumstances for desiring to revoke the notification and, at the time the teacher desires to revoke the notification, the Board has not filled or eliminated the retiring teacher's position. Notice of the manner of payment shall be irrevocable unless there are unusual circumstances for desiring to revoke the notification. Failure to notify the Board, in writing, by at least February 1st of the year in which the teacher intends to

retire of the teacher's intention to retire shall, unless in the Board's discretion there are unusual circumstances, result in loss of fifty percent (50%) of any accumulated sick leave to which the teacher would otherwise be entitled on retirement. Failure to notify the Board of the manner of payment shall, unless there are unusual circumstances, be grounds for the Board to make payments in one lump sum.

## ARTICLE 13

### LEAVES OF ABSENCE

#### A. Leave for Sickness and Disability

1. All teachers shall receive fifteen (15) days sick leave per year. Up to four (4) of these days per year may be converted to family illness days for illness in the immediate family, *i.e.*, spouse, son, daughter, sister, brother, parent or step parent, or other relatives who are permanent members of the household.
2. Leave under this section is cumulative to one hundred and sixty-five (165) days.
3. The Board of Education shall allow any teacher with four (4) years of Greenwich service additional sick leave with pay equal to the difference between the regular salary of such teacher and the pay of his/her substitute. Said additional sick leave days shall not exceed double the number of sick days the teacher had accrued in the beginning of the school year in which the teacher's allotment was exhausted. However, no such leave shall extend beyond the school year in which it is allowed, and no allowance shall be made without a doctor's certificate.
4. Leave because of quarantine, by order of the Board of Health, shall not be deducted from accumulated sick leave.
5. When in the opinion of a teacher's supervisor, a teacher should not attempt to perform his/her duties due to a sickness or disability, the Board shall provide at its expense an examination by any reputable physician chosen by such teacher to determine whether or not the teacher should or should not attempt to perform his/her duties. If the physician finds the teacher able to perform his/her duties, the teacher shall continue his/her duties. If the teacher is determined by the physician to be unable to continue his/her duties, he/she shall take sick leave. If there is a waiting period before the physician's decision is made, the Administration shall give the teacher an interim alternate assignment, which need not be in a school building, at full pay until the physician's decision is available, at which time the teacher's sick leave will or will not be deducted as appropriate.

6. Maternity Leave:

- a. Employment shall not be terminated because of pregnancy.
- b. No teacher shall be refused a reasonable leave of absence for disability from pregnancy.
- c. No teacher who is disabled as a result of pregnancy shall be denied any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Board; and, upon signifying her intent to return, any such teacher shall be reinstated to her original job or to an equivalent position, with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits, unless the Board's circumstances have so changed as to make it impossible or unreasonable to return to the original job or to an equivalent position.

7. Either parent, but not both, who is a teacher who adopts a child shall be able to use up to thirty (30) consecutive days of his/her existing accumulated sick leave immediately following the arrival of the child.

8. In the event of absence of a teacher for illness in excess of seven (7) consecutive working days, the Administration may require the submission of a statement from a medical provider. Whenever possible, if a teacher, at the start of or during the course of his/her sick days, is aware that an illness will require absence for seven (7) or more working days, he/she will inform the administration and if requested, obtain a statement from a medical provider. The statement will be confined to the fact that a teacher is under the provider's care and the expected date of return.

B. Childrearing Leave:

1. Any teacher with a new baby or adopted child shall receive upon written request, childrearing leave without pay up to the remainder of the school year in which the baby is born or adopted. Either parent, but not both, may request such a leave. In addition, if a teacher's baby is born or adopted during or after the break between semesters, the teacher may have, upon written request, childrearing leave without pay for the following school year. If a teacher's baby is born or adopted prior to the break between semesters, the teacher will not be granted a childrearing leave for the following school year. A request for childrearing leave shall be made within thirty (30) days after the birth of adoption of a child.

2. Childrearing leave shall be administered as follows:

- a. Childrearing leaves shall be scheduled and provide for return at a breakpoint convenient to the district, *i.e.*, the end of a school year, semester, marking period, or other agreed natural division.
- b. When scheduling childrearing leaves, a teacher shall not be permitted to return during the last part of a school year and resume childrearing leave in the next school year.
- c. Each teacher who receives childrearing leave shall, unless the parties otherwise mutually agree, return to the teacher's original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits unless the Board's circumstances have so changed as to make it impossible or unreasonable to return to the original job or to an equivalent position. Generally, a teacher who leaves, for example, as a .6 teacher will be expected to come back as a .6 teacher.

C. Leaves of Absence With Pay:

1. Each tenure teacher shall have the right to request and obtain three days of personal leave in each contract year. Each non-tenure teacher shall have the right to request and obtain two days of personal leave in each contract year. Requests for such leave shall state the reason for such leave and shall be in an authorized form except in the case of an emergency and shall be for bona fide pressing purposes such as business or personal obligations which cannot be resolved outside regular working hours, including college graduation of member of the immediate family, wedding of a member of the immediate family, hardship cases or home exigencies (provided that such leave shall be available for accompanying a member of the immediate family to the hospital or for illness or accident to a member of immediate family only if the days available for such purposes under Section (A)(1) above have been used). For personal reasons, teachers may decline to state the reason for one such day annually. Except in an emergency, leave shall not be granted immediately before or after a vacation period or long weekend. Leave shall not be granted to extend a vacation period. Leave shall not be granted when in the opinion of the Superintendent or his/her designee the operation of the teacher's school will be adversely affected due to the number of teachers requesting leave for a particular day. Nothing contained in this subsection shall be construed to entitle every teacher to any such personal days in every contract year unless the conditions set forth in this subsection are met. As used above, "immediate family" is defined as spouse, son, daughter, sister, brother, parent or step parent, or other relatives who are permanent members of the household.

2. All teachers shall also be entitled to leaves for personal reasons as follows:

- a. Three (3) days per year as required by an individual's religion.
- b. Court appearance when subpoenaed as a witness in any case, provided that the teacher shall notify the Director of Human Resources of the subpoena and the Director of Human Resources shall request for the teacher reimbursement for the teacher's salary from the person issuing the subpoena. The teacher shall be paid his/her salary less any reimbursement, with deduction to be made subsequent to receipt of reimbursement.
- c. Jury duty: the teacher shall be paid his/her salary less any amount paid by the Court for jury duty, with deduction to be made subsequent to receipt of such amount.

D. Professional Leave:

In addition to personal leave, each employee may, at the discretion of the Superintendent or his/her designee, be permitted leave days for attendance at recognized educational meetings or for visiting and studying other schools within and outside the school system. Such days shall be granted by the Superintendent or his/her designee on the basis of potential benefit to the Greenwich Public Schools. Granting or denial of such leave shall not be grievable beyond the level of the Board of Education.

E. Bereavement:

1. Each teacher shall be entitled to request and receive up to five (5) days bereavement leave in each year. Under unusual circumstances up to an additional five (5) days bereavement leave may be granted.
2. Bereavement leave shall be granted upon request for the death of a member of the teacher's immediate family (defined as spouse by marriage or civil union, parent, grandparent, child, sibling, in-law, step-child, grandchild, legal guardian, or legal ward, or any other relative living in the household of the teacher).
3. Bereavement leave may be granted upon request for the death of any other relative, or, where unusual circumstances dictate the need for leave, for the death of another person. Bereavement leave under this paragraph 3 shall only be granted for the number of days necessary for travel to and from and attendance at the funeral services.
4. Bereavement leave shall be granted without loss of pay and shall not be cumulative.
5. Requests for days for bereavement leave above those provided under this Section E shall be considered under Leave of Absence.

F. Caregiver Leave:

Any teacher may, at the discretion of the Superintendent or his/her designee, be given up to one hundred eighty-seven (187) days of caregiver leave in each year of this Agreement without pay to enable the teacher to provide care for a member of the teacher's immediate family (defined as spouse, parent or step parent, grandparent, child, sibling, step-child, grandchild, legal guardian, or legal ward, or any other relative living in the household of the teacher).

ARTICLE 14

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is hereby defined to mean a complaint by a teacher or group of teachers based upon an alleged violation of, or variations from the provisions of this Agreement or the interpretation, meaning, or application hereof; or based upon an alleged violation of the Teachers' Handbook; or based upon variations from other rules, regulations, administrative directives or policies of the Board of Education, including claims of procedural violations of the evaluation procedure.
2. The term "teacher" used herein means anyone who is represented by the Association.
3. The term "days" used herein shall, except where otherwise indicated, mean working school days.

B. PURPOSES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem, to discuss the matter informally with any appropriate member of the Administration or with any appropriate representative of the Association at any time.

C. STRUCTURE

The Association shall maintain a grievance committee, hereinafter known as the "Professional Rights and Responsibilities Committee." This committee shall be constituted in such a manner as may be determined by the Association.

D. TIME LIMITS

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In order for a grievance to be the subject of arbitration it must be filed at the initial step of the grievance procedure within thirty (30) days after the grievant knew or reasonably should have known of the act or condition giving rise to the grievance. For acts or conditions arising between June 1st and the start of the following work year, the thirty (30) day period shall be deemed to expire on September 30th. Failure to so file any grievance will result in such grievance being non-arbitrable.

E. INFORMAL PROCEDURE

1. If a teacher feels that he/she may have a potential grievance, in an effort to resolve the problem informally, he/she or the Association shall first discuss the matter with the appropriate administrator. If the teacher so desires, he/she shall have the right to have a member of the Professional Rights and Responsibilities Committee or another representative of the Association assist him/her in the effort to resolve the problem informally.
2. If a solution to a grievance is found through informal procedure, the solution shall be put in writing and sent to the teacher and the Superintendent and the President of the Association.
3. The solution arrived at shall not be binding until approved by the Superintendent or the Deputy Superintendent and the President of the Association.

F. FORMAL PROCEDURE

1. Level One - School Principal or Director
  - a. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedure, he/she may submit his/her claim as a formal grievance in writing to his/her principal or appropriate director within thirty (30) days pursuant to D2.
  - b. The principal or director shall within ten (10) days meet with the aggrieved person and render his/her decision and the reasons therefor in writing to the aggrieved person, with a copy to the President of the Association and the Superintendent of Schools.

- c. This decision shall not be binding until approved by the Superintendent or the Deputy Superintendent and the President of the Association.

2. Level Two - Superintendent of Schools or Deputy Superintendent, if so delegated

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the written grievance.
- b. The Superintendent of Schools or, if delegated, an assistant, shall represent the Administration at Level Two of the grievance procedure. Within ten (10) days after receipt of written notice of the filing at Level Two of the grievance, the Superintendent, or his/her delegate, shall meet with the aggrieved person in an effort to resolve the matter. The decision of the Superintendent or his/her delegate shall be rendered in writing within ten (10) days following such meeting.

3. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after the hearing with the Superintendent or his/her delegate, he/she may file the grievance with the Board of Education at Level Three.
- b. The Board of Education or, if delegated, a subcommittee of the Board hear Level Three of the grievance procedure. Within ten (10) days after receipt of written notice of the advancement of the grievance, the Board, or its subcommittee, shall meet with the aggrieved person and with representatives of the Professional Rights and Responsibilities Committee in an effort to resolve the matter. The decision of the Board, or its subcommittee, shall be rendered in writing within fifteen (15) days following such meeting.

4. Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within fifteen (15) days after the hearing with the Board, he/she may take such further steps as are provided by law; provided, however, that if the grievance is based solely upon an alleged breach of this Agreement, he/she may request in writing, of the President of the Association, that his/her grievance be submitted to arbitration within twenty (20) days after the hearing by the Board, in which case the parties shall proceed in accordance with such of the remaining paragraphs of this Section as are applicable.

- b. Within thirty (30) days of the Level Three hearing, the Association shall determine whether or not to submit the grievance to arbitration and shall, if the grievance is to be submitted, then file a demand for arbitration with simultaneous written notice to the Board.
- c. The designee of the Board and the designee of the Association shall, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator, the American Arbitration Association shall be called upon to select the single arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association governing labor disputes.
- d. The arbitrator selected, shall promptly take such steps as he/she deems necessary to dispose of the grievance.
- e. The arbitrator shall, as soon as possible, render his/her decision in writing to all parties in interest. The decision of the arbitrator shall be final and binding upon all parties in interest, but the decision shall not be binding or cited as controlling precedent with regard to any other dispute.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

5. Rights of Teachers to Representation

- a. No reprisals of any kind shall be taken by either party or by any member of the Administration against any party in interest, any member of the Professional Rights and Responsibilities Committee or any other participants in the grievance procedure solely by reason of such participation.
- b. Any party in interest, may be represented at Levels Two, and Three of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present, and to state its views at all stages of the procedure. Only the Greenwich Education Association shall have the authority as bargaining agent to advance a grievance to arbitration.

6. Other Provisions

- a. The sole remedy available to a teacher for any grievance, as herein defined, shall be pursuant to the foregoing grievance procedure; provided, however, that nothing contained herein, shall deprive any teacher of any legal right which he/she presently has.
- b. Parties agree to make available to each other all data not privileged under law which is in their possession and control and which bears on the issue raised by the grievance.
- c. If a specified method of considering a grievance is provided by law or statute, then such method shall be the exclusive procedure, and this grievance procedure shall not apply.

ARTICLE 15

TUITION REIMBURSEMENTS AND EDUCATIONAL DEVELOPMENT LEAVES

- A. The Board will budget Two Hundred Twenty Thousand Dollars (\$220,000) each year for Tuition Reimbursements and Educational Development Leaves of which not less than One Hundred and Seventy Thousand Dollars (\$170,000) each year shall be allocated for Tuition Reimbursements which meet the requirements of this Article. Unused Educational Development Leave funds will be available for tuition reimbursement when so designated by the Board.
- B. The Board shall reimburse teachers for tuition payments for courses from an accredited university taken as part of a program pre-approved by the Superintendent or his designee as relating to an approved course of study which will benefit the teacher and the Greenwich School System in accordance with the provisions of this Section.
  1. A teacher seeking tuition reimbursement shall submit an application for reimbursement on such form and containing such information as the Board of Education may, from time to time require, including, but not limited to, the following:
    - a. A copy of a form indicating acceptance to the program. The initial form should be submitted at least sixty (60) days prior to the beginning of the course; provided the Superintendent or his designee may waive the sixty (60) day requirement.

- b. A written commitment signed by the teacher to remain with the Greenwich School System for at least two (2) academic years after the reimbursement has been paid.
    - c. Upon completion of the course, a copy of a transcript showing the teacher has received a grade of not less than B or a pass if the course is pass/fail.
    - d. Special consideration shall be given to courses that do not fit the semester schedule, and money shall be appropriated for the approved course and held until the grade is submitted.
  2. Upon receipt of all required information, the Board shall reimburse the teacher for up to Four Hundred Dollars (\$400.00) per credit taken; not to exceed the cost of the course; provided no teacher shall take more than nine (9) credits in any academic year which cost shall include only tuition, and not fees, books or other expenses.
  3. Only teachers who have been employed in the Greenwich school system for one (1) or more years shall be entitled to tuition reimbursement; provided, however, that the Superintendent or his designee may waive this requirement.
  4. Tuition reimbursement for part-time teachers shall be in proportion to their full time equivalency.
  5. Reimbursement for dissertation advisement will be limited to a maximum of two (2) semesters.
  6. In the event that applications would require reimbursement in an amount greater than that budgeted, teachers shall be eligible for reimbursement in order of application, however, that tuition reimbursement shall be so managed as to permit an approximate equal distribution between teachers taking courses in the first, second and summer semesters, provided that unused funds from the summer or first semester respectively, if any, will be rolled over to the first semester or second semester respectively within the same fiscal year.
- C. The Board may grant Non-School Day Educational Development Leaves for periods from one (1) to twenty (20) days for which the Board will pay teachers at the rate of Two Hundred Ten Dollars (\$210.00) when the following conditions are met:
  1. When in the Board's considered judgment the professional competence of the teacher and the Greenwich public school system will be benefitted.
  2. To those programs which most benefit the system.

3. Only to teachers who have completed the TEAM program (if required to complete such program) and have completed their third year in the system; provided, however, that the Board may, in its discretion, waive this requirement.
4. The Professional Program Review Committee shall develop standards for acceptable non-school day educational development leaves pursuant to this Section C and shall advise the Superintendent whether or not such educational development leave meets such standards. Notwithstanding the fact that a non-school day educational development leave meets the standards established by the Professional Program Review Committee, the Superintendent need not recommend the particular leave to the Board. The ultimate determination as to whether or not to grant the leaves shall rest with the Board.

## ARTICLE 16

### NON-ACADEMIC DUTIES

- A. The teacher's primary duty is to direct the learning process and this can be accomplished through many activities, including banking, bus tickets, student insurance, and school pictures. The Board, through its administrators, shall handle these activities in any way it deems appropriate, except that a teacher may refuse any of the above-described duties.
- B. The Board, through its administrators, shall handle, in any way it deems appropriate, the maintenance of proper decorum in the school lunchroom. The Board shall use its best efforts to provide aides to assist the principal and the teaching staff to maintain such decorum.
- C. A teacher may leave the school building for the duration of his/her thirty (30) minute duty free lunch period, provided the school office is notified.
- D. The parties acknowledge the need for planning time at the elementary, middle and high school levels both for regular and special education teachers.

Planning time is that time within the teacher's instructional day that he or she uses to fulfill such professional responsibilities as lesson preparation, or planning and evaluation, or to confer with parents, students, or other teachers.

While use of this time for professional needs is most often determined by the teacher, it can be used for activities initiated by the Administration such as, but not limited to, curriculum planning, evaluation conferences, or planning relating to specific students or classes including PPT and PST meetings. Although an administrator should initiate the use of this time infrequently, advance notice - preferably at least one day - will be given to the teacher, except in an emergency.

- E. On the elementary level, the Board, through its administrators, shall provide daily planning and conference time of no less than thirty (30) consecutive minutes per day, whenever possible, and consistent with necessary flexibility and scheduling. The Board may seek innovative means to provide such planning time within the instructional day. The Administration shall attempt to avoid interference with a teacher's expectation for planning time through other scheduling options. The Administration shall also attempt to be equitable in initiating the use of teacher planning time. When necessary, teachers may be called upon to give up their planning time and to act as substitutes for absent colleagues, provided that such requests shall be administered in an equitable manner. If planning time is lost due to the teacher acting as a substitute, the Administration shall provide compensatory time equal to the lost planning time. The provisions of this Article shall be subject to the grievance procedure, including the Board of Education level. Both parties agree this Article will not be subject to binding arbitration, but rather will be subject to non-binding advisory arbitration.

## ARTICLE 17

### TEACHER'S FACILITIES

- A. The Board shall provide teachers with reasonable facilities, which shall take into account the need for safe and healthy working conditions. The parties will continue to work toward the goal of maintaining adequate facilities. The parties will particularly consider appropriate ways to address such items as HVAC concerns, proper illumination, proper decibel levels, adequate lavatories, adequate telephone facilities, adequate conference areas and other physical and environmental needs.
- B. A teacher shall notify in writing his/her immediate supervisor of any conditions that he/she believes may be unsafe or hazardous or which he/she believes may endanger his/her health or safety. The Administration, using such experts as it may deem appropriate, shall investigate the situation promptly. The Administration shall use its best efforts to resolve any unsafe or hazardous condition. The Administration shall make the teacher(s) aware of these efforts.
- C. If a school is closed for teachers due to conditions pertaining to health, safety or physical environment, the building supervisor shall take such steps as he/she believes most likely to result in notice to the teachers, but each teacher shall have the responsibility to verify the closing. If a closing is expected to last more than five (5) days, the building supervisor shall advise the teachers in writing of the closing and shall take such steps as he/she believes most likely to result in notice of the teachers of the reopening and the teachers shall have an obligation to keep themselves informed as to when the building will reopen. If a school is closed due to lack of heat, ventilation, or other similar emergencies, teachers in that building shall not be required to report and there shall be no deduction from their pay and leave accruals shall not be affected.

- D. If modifications to a classroom or building require work which may include, but not be limited to, plumbing, electrical work, or painting, except in an emergency, the Board shall use its best efforts to accomplish such work so as not to affect adversely student learning. Such best efforts shall take into consideration cost effectiveness and health and safety of staff and students.
- E. The Board shall provide facilities which can be locked for storage of working materials and personal effects.
- F. A complete and current copy of the Material Safety Data Sheets book shall be maintained in the school's office at each building. Such book shall be readily available to all staff. Notification of the location of such book shall be prominently displayed.
- G. Prior to the application or use of pesticides, all the teachers in the area of the application shall be notified in writing of such application. This notification should be put in a prominent location.

## ARTICLE 18

### SUBSTITUTES

- A. The Board, through the Administration, shall use its best efforts to provide a substitute for every teacher (including every special teacher) who is absent in conventional classroom situations.
- B. Except in the case of an emergency, every effort will be made to provide substitutes from an approved list of substitutes and not from among the ranks of regular teachers. If it is necessary to use a regular teacher as a substitute in an emergency, the Administration shall attempt to use a regular teacher who would otherwise be performing a corollary assignment, such as hall duty, and if a teacher who would otherwise have a planning period must be used, the Administration shall use its best efforts to later provide compensatory planning time. At the elementary level, if no substitute can be found for an art, music, or physical education teacher, the Administration shall make its best effort to find a substitute for the building so as to provide for planning and conference time in accordance with Section E of Article 16.
- C. Whenever a substitute fills a single position which the Administration did not know would require the services of a substitute for the minimum number of consecutive days required by the certification requirements but which does in fact require services for the minimum number of consecutive days required by the certification requirements, effective at such time as the Administration determines that the services of the substitute will be required for the minimum number of consecutive days required by the certification requirements, such

substitute shall be issued a contract of employment in accordance with the form contained in Appendix E to this Agreement and shall be placed on a salary schedule in accordance with the provision of Section G of Article 9 of this Agreement and shall receive any other benefits under this Agreement to which he/she may be entitled, prorated for the number of days of employment of the employment year actually worked; provided, however, that as a condition to issuing any contract, the Administration may request and the substitute may agree to waive right to recall; to waive any notice that such contract will not be renewed for the following year; to waive any statement of the reason or reasons for its failure to renew; and to waive a hearing all as provided by Section 10-151 of the Connecticut General Statutes.

- D. Each substitute working in a single position which the Board knows will be vacant the minimum number of consecutive days required by the certification requirements shall be issued a contract of employment in accordance with the form contained in Appendix E to this Agreement and shall be placed on a salary schedule in accordance with the provisions of Section G of Article 9 of this Agreement and shall receive any other benefits under this Agreement to which he/she may be entitled, prorated for the number of days of the employment year actually worked; provided, however, that as a condition to issuing any contract, the Administration may request and the substitute may agree to waive right to recall; to waive any notice that such contract will not be renewed for the following year; to waive any statement of the reason or reasons for its failure to renew; and to waive a hearing all as provided by Section 10-151 of the Connecticut General Statutes.
- E. The Association recognizes that the salary and benefits which the Board provides for temporary substitutes (being those who either work less than the minimum number of consecutive days required by the certification requirements or those who work more than the minimum number of consecutive days required by the certification requirements but not in a single position) are not a mandatory subject of negotiation and can be determined by the Board unilaterally.
- F. In making planned permanent appointments to vacancies (after the Recall List in Article 20 has been exhausted), service as a substitute under C or D above shall be a factor in breaking ties among equally qualified candidates.

## ARTICLE 19

### PROMOTIONS, ASSIGNMENTS, AND TRANSFERS

- A. Promotions:
  - 1. The filling of vacancies is the responsibility of the Board, acting upon the recommendation of the Superintendent of Schools. In the exercise of such responsibility, the Board agrees to publish in each school, fifteen (15) days prior to

the filling of such vacancies, vacancies for promotions and positions which provide salary advancement. A copy of each such notice shall be sent to the Association.

2. Current employment in the Greenwich School System shall be a factor to be considered in filling any vacancy for promotion or any position which provides salary advancement.
3. Unsuccessful candidates for a position which involves promotion shall be notified in writing of the final decision within one (1) week of that decision.
4. Movement from a paid part-time assignment to a full-time assignment shall not be deemed a promotion. In making appointments to full-time assignments, service in a part-time assignment shall be the factor in breaking ties among equally qualified candidates.

B. Involuntary Transfers:

1. Staff Reduction:

Insofar as possible, all transfers due to staff reductions shall be completed on or before June 1st. Any teacher to be involuntarily transferred as a result of staff reduction shall receive written advance notice of such a transfer. Such a transfer shall not be made prior to a meeting between the teacher and the Director of Human Resources if such meeting is requested by the teacher within ten (10) calendar days of the transfer notification. At such meeting, the teacher shall be notified of the reasons for the transfer. The teacher shall have ten (10) calendar days from this meeting, or ten (10) calendar days from the day he/she received written notification (if no meeting is requested), to express in writing a preference for any position for which he/she is certified.

2. Other Involuntary Transfers:

- a. The Administration may transfer a teacher involuntarily provided, except in cases of emergency, such a transfer shall not be made prior to a meeting between the teacher and the Director of Human Resources if such meeting is requested by the teacher within ten (10) calendar days of the transfer notification. At such meeting, the teacher shall be notified of the reasons for the transfer.
- b. In an emergency situation, for due and sufficient cause, the Administration may transfer a teacher involuntarily provided as much notice as possible shall be given the teacher. At the teacher's request, a meeting shall take place within five (5) calendar days of the teacher's notification of the transfer. At such meeting the teacher shall be notified of the reasons for the transfer.

C. Voluntary Transfers:

Any teacher wishing to be transferred or reassigned shall file his/her written request in the personnel office on or before January 1st and written notice of the action taken on such request shall be given to the teacher by the Director of Human Resources not later than June 1st. At the request of the teacher, a meeting will be scheduled by the teacher with the Director of Human Resources after receipt of the written notification. If the teacher is denied a voluntary transfer, he/she may indicate to the Director of Human Resources, in writing, that his/her request should remain active for the following school year.

D. General:

1. The Administration shall post on the district website with a copy to the Association by April 1st in each year vacancies anticipated for the next school year. Any teacher wishing to be considered for any of the anticipated vacancies shall file his/her written request in the personnel office by April 15th. The Administration shall notify all staff of placements for the coming school year by June 1st whenever feasible. Additional postings on the district website will be made during the summer months as positions become available.
2. For all involuntary and voluntary transfers, availability of persons who have indicated a desire to transfer; length of service in the Greenwich Public Schools; certification; teaching level (e.g., primary, intermediate, etc.); and area of teaching shall be among the factors to be considered. All other conditions being equal current staff members shall be given preference over outside candidates.
3. No transfers or re-assignments shall be made in an arbitrary or capricious manner.
4. An involuntary transfer shall not be used to reduce the person being transferred in rank, seniority, or total compensation; provided, however, that reduction in total compensation arising out of any extra duties as set forth in Appendices B or C to this Agreement shall not be protected by this provision.
5. Information concerning all open positions shall be made available at the personnel office to all teachers being transferred, to include the building, grade level, certification requirements and all other information relevant to the position.
6. Any coach wishing to change his/her coaching position shall file his/her written request in the personnel office on or before January 1st and written notice of the action taken on such request shall be given to the coach by the Superintendent not later than June 1st.

7. Promotions, assignments, and transfers shall be made without regard to any personal characteristic protected by law or membership in or holding office in the Association.
8. Each teacher shall have the opportunity at least once in every five (5) year period at the request of either party to meet with the Administration to discuss the possibility of a change in assignment or location.

E. Traveling and Fractional Staff Assignments:

1. To the best of the Administration's ability, the use of traveling and fractional staff will be kept to a minimum.
2. Staff members whose assignments require travel between schools or whose assignments are less than full time will be accorded conditions of employment equivalent to those provided to non-traveling or full time staff to the extent possible. These conditions include, but are not limited to, overall work load, half hour duty free lunch, before and after school assignments, non-instructional periods and corollary duty periods.
3. To the extent possible, required travel will be scheduled during the traveling staff member's corollary duty period.
4. To the extent possible, a staff member who travels will attend staff meetings at the school where he/she finishes his/her day. To the extent possible, a staff member will travel to no more than two schools per day.
5. Traveling and fractional staff members will make every effort to attend meetings and to fulfill the thirty-hour requirement.

ARTICLE 20

REDUCTION IN FORCE AND RECALL

- A. Reduction in Force, by definition for purposes of this Article, is a decrease in the number of members of the certified staff employed by the Greenwich Board of Education other than by retirements, resignations, leaves of absence, non-renewals, or dismissals not based on elimination of position. Reduction in force is not to be used as a substitute for non-renewals or dismissals based on reasons other than an elimination of position. Holders of durational shortage area permits shall be released from the affected area(s) before certified staff members are released, and they shall not have recall rights under this Agreement.

B. If the Board deems it necessary to make a reduction in force the following criteria should be used:

1. Non-tenured staff shall be terminated before tenured staff certified for the same position.
2. Selection of tenured certified staff to be dismissed shall be made on the basis of the following: certification, general competence, instructional skills, skills considered vital to the needs of the system and seniority.
3. Seniority shall be determined by continuous length of service in the system, including authorized paid or unpaid leaves, to be established by the date the initial contract of employment was signed by the certified staff member. Seniority shall not be broken by termination for reduction in force and shall accrue while on the recall list if the certified staff member is re-employed within twenty-four (24) months from termination.
4. The Superintendent shall compile the seniority list of the complete certified staff in accordance with Section 3 of this Article on an annual basis and shall furnish the Association with copies of the list by February 1st of each year. If the Association or any staff member shall disagree with any placement on the seniority list, the Association or staff member shall file a written request for correction no later than the following March 1st.

C. Recall:

1. Any member of the certified staff who has been dismissed because of a reduction in force shall be placed on a recall list for re-employment. The Board shall fill open positions in the system through qualified persons on the recall list before employing other persons.
2. A person shall remain on the recall list for a period of twenty-four (24) months.
3. If a position opens for which a person or persons on the recall list is or are qualified, as much prior to the anticipated date of re-employment as possible, the person or persons shall be notified in writing by certified mail sent to the last known address as supplied to the Board by the person or persons. Anyone thus notified shall indicate in writing, within ten (10) calendar days after mailing of such notification(s), his/her interest in being considered for the position. If a person indicates no interest in being considered for that position, the person's name will remain on the recall list. A person who fails to respond affirmatively or negatively to two (2) successive notifications shall have his or her name removed from the recall list.

4. If a person notifies the Department of Human Resources that he/she is no longer interested in being considered for re-employment in the Greenwich School System, his/her name will be removed from the recall list.
  5. All sick leave, retirement, fringe benefits, and other service credits previously accrued shall be reinstated upon the return of the staff member as they existed prior to the involuntary leaving of the staff member.
- D. Those recalled to part-time positions will have such service considered as a factor in breaking ties among equally qualified candidates in filling full-time positions for the following year.

#### ARTICLE 21

#### SUMMER SCHOOL

- A. In filling positions in the summer school program preference shall be given to teachers regularly employed in the school system who are qualified to fill open positions. Teachers not regularly employed in the school system who are qualified to fill the open positions are encouraged to apply.
- B. In filling such positions, the criteria shall include a teacher's area of competence, major and minor field of study, length of service in the system, performance evaluations, and prior experience in the programs, if any. Where qualifications and experience are approximately equal, seniority shall prevail.
- C. All openings for these positions shall be listed as early as possible so interested teachers may apply.
- D. Compensation for teachers in the summer school program shall be equal to 100% of the teacher's hourly rate (based on pro-rated per diem).
- E. All summer school teachers shall be evaluated in accordance with the procedures of Article 4 of this Agreement, as contained in the Teacher Evaluation Process, as such process may be amended from time to time.

## ARTICLE 22

### MEETINGS

- A. The teacher's professional responsibility requires attendance at meetings after the regularly scheduled workday. The number of such faculty or departmental meetings in the afternoon at which attendance is required by the Administration shall be limited for each teacher to an average of four (4) per month, each of which shall not exceed ninety (90) minutes. The number of meetings in the evening at which attendance is required by the Administration shall be limited for each teacher to three (3) per year. Teachers may attend additional afternoon or evening meetings at their discretion.
- B. Part-time teachers with 0.5 FTE and higher shall attend all professional development activities.

## ARTICLE 23

### DUES AND OTHER DEDUCTIONS

- A. The Board agrees to deduct from teacher's salaries dues for the Greenwich Education Association, the Connecticut Education Association, and the National Education Association, when a teacher individually and voluntarily so instructs the Board, and to submit all such monies promptly to the Greenwich Education Association.
- B. In addition to those payroll deductions required by law and this Agreement and dues deductions which a teacher instructs be made in accordance with Section A of this Article and medical premium deductions in accordance with Article 11, a teacher may name in writing on an approved authorization form to be submitted as set forth below his/her choice of any of the following five deductions to be made from his/her payroll check:
  - 1. One (1) long term disability insurance carrier selected by the Association to be submitted by such date or dates as mutually agreed upon by the office of the Director of Operations for the Board and the Association. These deductions will be taken out over a period of ten (10) months.
  - 2. One of the approved tax sheltered annuity plans to be submitted by July 15 of each year for the succeeding six (6) months and by December 15 of each year for the succeeding six (6) months.
  - 3. United Way to be submitted by such date or dates as mutually agreed upon by the office of the Director of Operations for the Board and the Association.

4. Credit Union to be submitted by such date or dates as mutually agreed upon by the office of the Director of Operations for the Board and the Association.
  5. A single bank, which is a NEACH member, to be submitted by July 1st of each year for the succeeding twelve (12) months. The selected bank shall be for the direct deposit of funds in accordance with the rules and procedures established by the town for such direct deposits.
- C. If a teacher terminates in writing a deduction during a contract year, there shall be no replacement deduction for the remainder of that contract year.

#### ARTICLE 24

#### PERSONNEL FILES

- A. Each teacher, either personally or with his/her designated representative, shall upon written request, have the right to review the contents of his/her personnel file maintained in his/her school and at the Administration building. Each teacher shall be given, upon request, at cost, a copy of any material originating after original employment which has been placed in his/her personnel file. No material reflecting negatively upon the teacher shall be placed in the teacher's personnel file unless the teacher has had an opportunity to read the material and has affixed his/her signature on the material to be filed. Signing such material shall be understood only to indicate the teacher's awareness of the material. Within a reasonable time after a request to do so, a teacher shall sign any document to indicate only his/her awareness of the document. If the teacher disagrees with any material, the teacher may submit a written notation regarding such material, which shall be attached to the file copy of the material in question. A failure to submit such written notation shall not indicate agreement with such material. No placement of any material in a file shall be the subject of a grievance unless the material is illegal, immaterial, or false. Each teacher shall have the right to have removed illegal, immaterial, or false information from his/her personnel folder upon substantiation that the information is illegal, immaterial, or false.
- B. Any complaint directed toward a teacher and deemed serious enough to become a matter of formal record shall be promptly called to the teacher's attention after receipt of any such complaint. An appropriate administrator shall investigate and resolve any such complaint. If the teacher will be required to meet with any person making such a complaint or with any witness in connection with any such complaint, the administrator shall first meet with the teacher without such person or witness to advise generally the teacher of the circumstances of such complaint. After a reasonable period of time, the administrator shall notify the teacher of the result of his/her investigation and the resolution. Teachers shall be entitled to know the source of any such complaint. No anonymous complaint shall be placed in any teacher's file.

- C. Not including any written comment placed in his/her personnel file by a teacher pursuant to Article 4, Section B.5., a teacher shall only place reasonable amounts of relevant material in his/her personnel file. A teacher may reference lengthy materials (e.g., papers, repetitive communications, etc.) which are on file elsewhere.

## ARTICLE 25

### ASSOCIATION AND TEACHER CONTRACT RIGHTS

- A. The Board shall grant all reasonable requests of the Association for available information which is necessary for the Association to perform its duties as bargaining agent for the teachers. The Board shall not be required to provide any information not already compiled or to revise the format of any compilation. The Association shall reimburse the Board for all costs of reproduction. The Board shall supply such information within a reasonable time.
- B. Any teacher elected as a full time officer either in the National Education Association or the Connecticut Education Association shall be given a leave of absence without pay for the school year in which he/she shall so serve. Upon return from such leave, the teacher shall be placed upon the salary step immediately following that upon which his/her last annual salary was based and shall be entitled to recommencement of other benefits of employment. During the leave, the teacher shall assume all contributions to the State Teachers' Retirement System and may assume all contributions to the cost of his/her coverage under the insurance provided in Article 11 of this Agreement.
- C. At the beginning of each school year the Association shall be credited with ten (10) days leave without loss of pay to be used by teachers who are officers in the Association. No more than three (3) days (two [2] of which may be consecutive) shall be taken by any one (1) officer. The Association shall give the Board at least five (5) days' notice of its intention to take such leave and the Administration may refuse to grant such leave if the operation of the school would be adversely affected by granting of the leave at such time.
- D. Any one teacher elected president of the Association shall be given a 1.0 FTE leave of absence without pay for the year(s) in which he/she shall so serve. Upon return from such leave the teacher shall be returned to a comparable position in the system. During the period of such leave the teacher shall be entitled to receive the benefits of a full-time teacher in the system, except to the extent that such benefits cannot be provided as the result of any legal requirement or the decision of the Connecticut Teachers' Retirement Board. The GEA shall reimburse the Board for the salary of the President during his/her leave. The salary shall include longevity, if applicable. The President shall receive a regular step increase to be included in the Association cost, if applicable.

ARTICLE 26

SAVINGS CLAUSE

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

ARTICLE 27

MODIFICATION

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

ARTICLE 28

PROHIBITED PRACTICES

No certified or professional employee shall, in an effort to effect a settlement of any disagreement with the Board, engage in any strike or concerted refusal to render services.

ARTICLE 29

SPECIAL EDUCATION

- A. The Board of Education will provide, subject to the availability of replacement staff, released time for staff members to participate in planning and placement, for special education students which cannot be scheduled during non-instructional portions of the teacher's work day. The Administration may also schedule meetings beyond the teacher's work day as part of the teacher's thirty (30) hour commitment.
- B. The Board, through its Administrators, shall provide planning and conference time for special education teachers and other pupil personnel staff. The Board may seek innovative means to provide such planning time within the instructional day.

- C. The Board will provide adequate clerical assistance to the professional staff in each building for the express purpose of assisting with the paperwork (e.g., typing individualized educational programs).
- D. The Board, through its Administrators, shall notify regular and special subject classroom teachers of the intent to mainstream a student from a special class and to review the child's specific needs and problems and to provide a receiving teacher with opportunities to learn special techniques or methods to be utilized with the child as early before or in the mainstreaming process as is reasonably possible.
- E. The Board shall equitably distribute special education students when mainstreaming such students into regular and special subject classrooms, when possible. Each teacher shall become knowledgeable about and utilize appropriate methods.
- F. The Board, through its Administrators, shall provide any regular and special subject classroom teacher who has an included student placed full time in his or her classroom with notice and opportunities for training as far in advance of placement as is reasonably possible.
- G. The parties acknowledge that due to the uniqueness of special education students the Board will consider their impact when assigning students to a teacher.
- H. The provisions of this Article shall be subject to the Grievance Procedure, including the Board of Education level. This Article will not be subject to binding arbitration.

### ARTICLE 30

#### ASSOCIATION SERVICE FEE

- A. All teachers employed by the Greenwich Board of Education shall as a condition of continued employment, join the Association or pay a service fee to the Association. Such service fee shall be no greater in amount than the membership dues of the Association and shall represent the costs of collective bargaining, contract Administration and grievance adjustment.
- B. The Board agrees to deduct by means of payroll deductions from each member who has not made cash payments prior to September 20<sup>th</sup> of each school year an amount equal to the Association membership dues. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by a number of payments to be established by the Executive Board of the Association, and said deduction shall be made from the second paycheck each month. The amount of Association membership dues shall be certified by the Association to the Board prior to August 1<sup>st</sup>.

- C. The Board agrees to deduct by means of payroll deductions from each unit member who has not joined the Association and who has not made cash payment between January 1<sup>st</sup> and January 10<sup>th</sup> of each school year, the service fee. The amount of the deduction from each paycheck shall be equal to the total service fee divided in four equal payments to be deducted from the second paycheck of each month commencing with the second paycheck in February of each school year. The amount of the service fee shall be certified by the Association to the Board prior to January 1<sup>st</sup> of each school year.
- D. Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of dues or service fee remaining.
- E. The Board agrees to forward to the Association Treasurer each month a check for the amount of money deducted during that month.
- F. No later than October 1<sup>st</sup>, the Association shall provide the Board with a list of those teachers who have made full payment of membership dues and no later than January 17<sup>th</sup>, the Association shall provide the Board with a list of those teachers who have made full payment of the service fees. No later than the second paycheck in October of each school year, the Board shall provide the Association with a list of all certified employees of the Board who are teachers under the definition appearing in Article 2 of the Agreement. The Board shall notify the Association monthly of any changes in said list.
- G. As a condition precedent to any action by the Board under this Article, the Association shall establish procedures which are adequate to protect the constitutional rights of teachers who are not members. Such procedures shall include at least the following: (1) a manner of providing teachers who are not Association members with adequate information about the basis for calculation of the service fee so as to enable such teachers to determine whether or not the service fee may be being used for constitutionally impermissible purposes; (2) an arrangement by which the service fee for any objecting teacher is placed in escrow until a decision is reached as to the appropriate amount of the service fee; (3) a means for a reasonably prompt decision by an impartial decision maker. The Association shall notify, in writing, the Board and all teachers who are not Association members of the procedures before the Board shall be required to act under this Article.
- H. The Association shall indemnify and save harmless the Board from any claim or lawsuit by a party other than the Board or Association arising from the Board's fulfillment of its obligations under this Article. The Association shall assume the primary defense of any such claim or lawsuit but the Board shall have the right, at its own cost, to have representatives or legal counsel present at all stages of the proceedings. In assuming the primary defense on the Board's behalf, the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of claims and lawsuits against the Board. In addition to the costs of legal defense, such indemnification shall extend to payment of all reasonable and necessary expenses of the Board (including, by way of example and not

limitation, salary of an administrator for required Court appearance, costs of necessary copies, and any payment required in favor of the claimant). Those expenses incurred by the Board at its discretion to have its own representatives or legal counsel present at any stage of the proceeding and similar discretionary expenses shall not be the responsibility of the Association. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this Article, provided the Board shall consent to such settlement, which consent shall not be unreasonably withheld.

ARTICLE 31

DURATION

The provisions of this Agreement shall be effective as of July 1, 2017, and shall continue and remain in full force and effect until June 30, 2020.

Dated at Greenwich, Connecticut, this 30<sup>TH</sup> day of Nov., 2016.

GREENWICH EDUCATION ASSOCIATION

GREENWICH BOARD OF EDUCATION

By Carol J. Sutton  
Date: 11/30/2016

By Karina Eustace  
Date: 11/30/2016



**APPENDIX A**

**2017-2020 SALARY SCHEDULE**

2017 - 2018				
SALARY SCHEDULE				
Step	BA	MA	6 <sup>th</sup> Year	Doctorate
1	55,135	60,855	66,582	70,855
2	57,560	63,367	69,189	73,532
3	60,464	66,280	72,082	76,435
4	63,367	70,047	75,851	80,239
5	66,280	73,692	79,501	83,860
6	69,185	77,406	83,208	87,564
7	72,082	81,734	87,551	91,903
8	74,992	85,451	91,269	95,625
9	77,889	88,959	94,772	98,994
10	79,520	93,323	99,138	103,495
11	84,066	97,013	102,827	107,184
12	85,676	99,455	106,093	110,457
13	91,726	102,048	109,022	113,487
14		107,592	111,288	115,825
15			117,126	121,871

Eligible teachers shall advance a step from their 2016-17 step placements.

2018 - 2019				
SALARY SCHEDULE				
Step	BA	MA	6 <sup>th</sup> Year	Doctorate
1	55,135	60,855	66,582	70,855
2	57,560	63,367	69,189	73,532
3	60,464	66,280	72,082	76,435
4	63,367	70,047	75,851	80,239
5	66,280	73,692	79,501	83,860
6	69,185	77,406	83,208	87,564
7	72,082	81,734	87,551	91,903
8	74,992	85,451	91,269	95,625
9	77,889	88,959	94,772	98,994
10	79,520	93,323	99,138	103,495
11	84,066	97,013	102,827	107,184
12	85,676	99,455	106,093	110,457
13	92,827	102,048	109,022	113,487
14		108,883	111,288	115,825
15			118,532	123,333

Eligible teachers shall advance a step from their 2017-18 step placements.

2019 - 2020				
SALARY SCHEDULE				
Step	BA	MA	6 <sup>th</sup> Year	Doctorate
1	56,111	61,932	67,761	72,109
2	58,579	64,489	70,414	74,834
3	61,534	67,453	73,358	77,788
4	64,489	71,287	77,194	81,659
5	67,453	74,996	80,908	85,344
6	70,410	78,776	84,681	89,114
7	73,358	83,181	89,101	93,530
8	76,319	86,963	92,884	97,318
9	79,268	90,534	96,449	100,746
10	80,928	94,975	100,893	105,327
11	85,554	98,730	104,647	109,081
12	87,192	101,215	107,971	112,412
13	94,470	103,854	110,952	115,496
14		110,810	113,258	117,875
15			120,630	125,516

Eligible teachers shall advance a step from their 2018-19 step placements.

**APPENDIX B**

**EXPERIENCE FACTOR FOR COACHES**

The compensation for each coach shall be increased on an annual basis by an amount to compensate the particular coach for his/her experience as calculated in accordance with this section.

1. The amount to be added shall be based upon the following schedule:

LEVEL	VALUE	+ A 4-6 YEAR	+B 7-9 YEAR	+ C 10-12 YEAR	+D 13+ YEAR
I	100	500	500	500	500
	70	350	350	350	350
	50	250	250	250	250
	55	275	275	275	275
II (85%)	100	425	425	425	425
	70	298	298	298	298
	60	255	255	255	255
	55	234	234	234	234
	50	213	213	213	213
III (75%)	100	375	375	375	375
	70	263	263	263	263
	60	225	225	225	225
	55	206	206	206	206
IV (50%)	100	250	250	250	250
V (45%)	100	225	225	225	225
	70	157.50	158	158	158

2. The amount to be added for the coaches' Experience Factor is a total based upon the appropriate level, value and number of years of experience. Thus, for example:

2006-2007 Head Coach Football, Level 1, 100)		\$7,252
10 + years experience (Experience Factor C)	<u>500</u>	<u>500</u>
		7,752

2006-2007 Track Assistant Varsity, Level III, 60)		\$3,263	
5 years experience (Experience Factor A)	<u>225</u>	<u>225</u>	3,488

3. In the event that the coach changes the sport in which he coaches, the Experience Factor does not carry over to the new sport.
4. The Experience Factor is based upon the total years of experience unless there is a break in service of three or more years, e.g., maternity.
5. In the event that a coach moves from an assistant coach position to a head coach position within a sport, the coach's experience as an assistant will be acknowledged by placement on the experience grid so that there is no loss in compensation.
6. In the event of a new hire, assessment of prior coaching experience outside the district for placement on the coach's Experience Factor grid is within the Administration's discretion.
7. Coaches shall encourage and support the scholar athlete. (See Increased Responsibility for Coaches, Item II, Pages 5-9 as contained in February 18, 1994 Coaches' Committee Report. In the future, see Handbook provision.)
8. Coaching salaries will be paid in two installments each season.

APPENDIX B

Sport	Team	Gender	Season	Coach	Level	Index	2017-2020
							Rate
Football	Varsity	M	Fall	Head	I	100	\$9,036
Football	Varsity	M	Fall	Assistant	I	70	\$6,326
Football	Varsity	M	Fall	Assistant	I	70	\$6,326
Football	Varsity	M	Fall	Assistant	I	70	\$6,326
Football	JV	M	Fall	Head	I	70	\$6,326
Football	JV	M	Fall	Assistant	I	50	\$4,518
Football	Sophomore	M	Fall	Head	I	70	\$6,326
Football	Sophomore	M	Fall	Assistant	I	50	\$4,518
Football	Freshman	M	Fall	Assistant	I	50	\$4,518
Football	Freshman	M	Fall	Head	I	55	\$4,972
Basketball	Varsity	F	Winter	Head	II	100	\$7,682
Basketball	Varsity	M	Winter	Head	II	100	\$7,682
Basketball	JV	F	Winter	Head	II	70	\$5,376
Basketball	JV	M	Winter	Head	II	70	\$5,376
Basketball	Freshman	F	Winter	Head	II	55	\$4,224
Ice Hockey	Varsity	F	Winter	Head	II	100	\$7,682
Ice Hockey	Varsity	F	Winter	Assistant	II	60	\$4,607
Ice Hockey	Varsity	M	Winter	Head	II	100	\$7,682
Ice Hockey	Varsity	M	Winter	Assistant	II	60	\$4,607
Ice Hockey	JV	M	Winter	Head	II	70	\$5,376
Swimming	Varsity	F	Fall	Head	II	100	\$7,682
Swimming	Varsity	F	Fall	Assistant	II	60	\$4,607
Swimming	Varsity	M	Winter	Head	II	100	\$7,682
Swimming	Varsity	M	Winter	Assistant	II	60	\$4,607
Swimming	JV	F	Fall	Head	II	70	\$5,378
Swimming	JV	M	Winter	Head	II	70	\$5,378
Wrestling	Varsity	M	Winter	Head	II	100	\$7,682
Wrestling	Varsity	M	Winter	Assistant	II	60	\$4,607
Wrestling	Varsity	M	Winter	Assistant	II	60	\$4,607
Baseball	Varsity	M	Spring	Head	III	100	\$6,777
Baseball	Varsity	M	Spring	Assistant	III	60	\$4,066
Baseball	JV	M	Spring	Head	III	70	\$4,740
Basketball	Freshman	M	Winter	Head	II	55	\$4,224
Baseball	Freshman	M	Spring	Head	III	55	\$3,729
Bowling	Varsity	F/M	Winter	Head	III	100	\$6,777
Cross Country	Varsity	F/M	Fall	Head	III	100	\$6,777
Cross Country	Varsity	F/M	Fall	Assistant	III	60	\$4,066
Cross Country	Varsity	F/M	Fall	Assistant	III	60	\$4,066
Fencing	Varsity	F/M	Winter	Head	III	100	\$6,777

Sport	Team	Gender	Season	Coach	Level	Index	2017-2020 Rate
Fencing	Varsity	F/M	Winter	Assistant	III	60	\$4,066
Field Hockey	Varsity	F	Fall	Head	III	100	\$6,777
Field Hockey	Varsity	F	Fall	Assistant	III	60	\$4,066
Field Hockey	JV	F	Fall	Head	III	70	\$4,740
Field Hockey	Freshman	F	Fall	Head	III	55	\$3,729
Gymnastics	Varsity	F	Winter	Head	III	100	\$6,777
Gymnastics	Varsity	F	Winter	Assistant	III	60	\$4,066
Indoor Track	Varsity	F/M	Winter	Head	III	100	\$6,777
Indoor Track	Varsity	F/M	Winter	Assistant	III	60	\$4,066
Indoor Track	Varsity	F/M	Winter	Assistant	III	60	\$4,066
Lacrosse	Varsity	F	Spring	Assistant	III	60	\$4,066
Lacrosse	Varsity	F	Spring	Head	III	100	\$6,777
Lacrosse	Varsity	M	Spring	Head	III	100	\$6,777
Lacrosse	Varsity	M	Spring	Assistant	III	60	\$4,066
Lacrosse	JV	F	Spring	Head	III	70	\$4,740
Lacrosse	JV	M	Spring	Head	III	70	\$4,740
Lacrosse	Freshman	F/M	Spring	Head	III	55	\$3,729
Lacrosse	Freshman	M	Spring	Head	III	55	\$3,729
Rugby	Varsity	M	Spring	Head	III	100	\$6,777
Rugby	JV	M	Spring	Head	III	70	\$4,740
Rugby	Freshman	F/M	Spring	Head	III	60	\$4,066
Site Director		M/F	Winter		III	100	\$6,777
Skiing	Varsity	F/M	Winter	Head	III	100	\$6,777
Skiing	Varsity	F/M	Winter	Assistant	III	60	\$4,066
Skiing	JV	F/M	Winter	Head	III	70	\$4,740
Soccer	Varsity	F	Fall	Head	III	100	\$6,777
Soccer	Varsity	F	Fall	Assistant	III	60	\$4,066
Soccer	Varsity	M	Fall	Head	III	100	\$6,777
Soccer	Varsity	M	Fall	Assistant	III	60	\$4,066
Soccer	JV	F	Fall	Head	III	70	\$4,740
Soccer	JV	M	Fall	Head	III	70	\$4,740
Soccer	Freshman	F	Fall	Head	III	55	\$3,729
Soccer	Freshman	M	Fall	Head	III	55	\$3,729
Softball	Varsity	F	Spring	Head	III	100	\$6,777
Softball	Varsity	F	Spring	Assistant	III	60	\$4,066
Softball	JV	F	Spring	Head	III	70	\$4,740
Softball	Freshman	F	Spring	Head	III	55	\$3,729
Track & Field	Varsity	F	Spring	Head	III	100	\$6,777
Track & Field	Varsity	F	Spring	Assistant	III	60	\$4,066
Track & Field	Varsity	M	Spring	Head	III	100	\$6,777
Track & Field	Varsity	M	Spring	Assistant	III	60	\$4,066
Track & Field	Freshman	M/F	Spring	Head	III	55	\$3,729

Sport	Team	Gender	Season	Coach	Level	Index	2017-2020 Rate
Track & Field	Freshman	M/F	Spring	Head	III	55	\$3,729
Volleyball	Varsity	F	Fall	Head	III	100	\$6,777
Volleyball	Varsity	M	Spring	Head	III	100	\$6,777
Volleyball	JV	F	Fall	Head	III	70	\$4,740
Volleyball	JV	M	Spring	Head	III	70	\$4,740
Volleyball	Freshman	F	Fall	Head	III	55	\$3,729
Water Polo	Varsity	F	Spring	Head	III	100	\$6,777
Water Polo	Varsity	M	Fall	Head	III	100	\$6,777
Water Polo	JV	M	Fall	Head	III	70	\$4,740
Golf	Varsity	M	Spring	Head	IV	100	\$5,424
Golf	Varsity	F	Spring	Head	IV	100	\$5,424
Golf	JV	F	Spring	Head	IV	70	\$3,799
Golf	JV	M	Spring	Head	IV	70	\$3,799
Sailing	Varsity	F/M	Spring	Head	IV	100	\$5,424
Sailing	JV	F/M	Spring	Head	IV	70	\$3,799
Site Director		M/F	Fall		IV	100	\$5,424
Site Director		M/F	Spring		IV	100	\$5,424
Tennis	Varsity	F	Spring	Head	IV	100	\$5,424
Tennis	Varsity	M	Spring	Head	IV	100	\$5,424
Tennis	JV	F	Spring	Head	IV	70	\$3,799
Tennis	JV	M	Spring	Head	IV	70	\$3,799
Tennis	Freshman	F	Spring	Head	IV	55	\$2,982
Tennis	Freshman	M	Spring	Head	IV	55	\$2,982
Cheerleading	Varsity	F	Winter	Head	IV	100	\$5,424
Cheerleading	Varsity	F	Fall	Head	IV	100	\$5,424
Cheerleading	JV	F	Fall	Head	IV	70	\$3,799
Cheerleading	JV	F	Winter	Head	IV	70	\$3,799
Cheerleading	Freshman	F	Fall	Head	IV	55	\$2,982
Cheerleading	Freshman	F	Winter	Head	IV	55	\$2,982
Dance Team	Varsity	F		Head			\$3,378
Dance Team	JV	F		Head			\$2,354
Unified Sports	3 Seasons (Rate per Season)						\$3,352

APPENDIX B

SALARY SCHEDULE INTRAMURALS 2017-2020

2017-2020

Middle School

Sport Director	\$5,558
----------------	---------

(The sport director also needs to have their corollary duty each day be scheduled for the purpose of accomplishing the demands of this position)

School Site Supervisor	\$112
Team Supervisor (per session)*	\$90

The "Interscholastic Competitive Team Coach" identified in Appendix B will apply to both A and B team coaches.

Middle School Coaches	\$3,001
-----------------------	---------

High School

Program Coordinator-school wide, full year	\$2,779
Activity supervisor-(per session)*	\$90

\* Session- an activity period not to exceed two (2) hours including preparation.

Crowd Control	\$73
---------------	------

**APPENDIX C**  
**STUDENT ACTIVITIES**  
**2017-2020**

Funds may be reallocated based upon Committee determinations.			
<b>GROUP A</b>		<b>GROUP F</b>	
\$8,282	HS Musical	\$4,040	Hand in Hand
		\$4,040	Jr. Class Advisor (# 1)
		\$4,040	Jr. Class Advisor (# 2)
<b>GROUP B</b>		\$4,040	Student Government
\$6,666	HS Yearbook	\$4,040	Orchestra
\$6,666	HS Drama (# 1)	\$4,040	MS Yearbook (3)
\$6,666	HS Drama (# 2)	\$4,040	MS String Festival, Director
\$6,666	HS Drama (# 3)		
\$6,666	MS Theater Arts (3)	<b>GROUP G</b>	
\$6,666	ES Honors Choir (2)	\$3,535	Peer Mentors
		\$3,535	National Honor Society
		\$3,535	Mock Trial
<b>GROUP C</b>		\$3,535	Theater Arts Festival
\$5,858	HS Broadway	\$3,535	HS Magazine
\$5,858	Sr. Class Advisor (# 1)	\$3,535	Jazz Festival
\$5,858	Sr. Class Advisor (# 2)	\$3,535	Diversity
		\$3,535	YNET
		\$3,535	MS Debate (3)
<b>GROUP D</b>			
\$5,252	HS Musical Director	<b>GROUP H</b>	
\$5,252	HS Choral		
\$5,252	HS Debate	\$2,222	Freshman Class Advisor (# 1)
\$5,252	Names Program	\$2,222	Freshman Class Advisor (# 2)
\$5,252	Habitat for Humanity	\$2,222	Sophomore Class Advisor (# 1)
\$5,252	Marching Band	\$2,222	Sophomore Class Advisor (# 2)
\$5,252	We the People	\$2,222	Compass Financial Advisor
\$5,252	Math Team	\$2,222	Dance Club (Salsa)
\$5,252	Science Competition	\$2,222	Dance Club (Step)
		\$2,222	Nu Music Sound Club
		\$2,222	MS String Festival, Asst. Director
<b>GROUP E</b>			
\$4,848	Newspaper	<b>GROUP I</b>	
\$4,848	Science Research	\$2,121	ES Theater Arts (11)
\$4,848	SRO		
\$4,848	HS Band	<b>DISCRETIONARY ALLOCATION</b>	
\$4,848	Model UN	\$6,464	Middle Schools (3)
\$4,848	Recreational Supervisor	\$2,020	Elementary Schools (11)
		\$10,100	High School

## Extra Compensation for Extra-Curricular Activities

### A. QUALIFICATIONS FOR PARTICIPATION

1. In order to receive a stipend for extra-curricular activities, a staff member must:
  - a. Show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility and are beyond the time required to satisfy the thirty (30) hour provision of the contract.
  - b. Be designated by the building administrator as the advisor of an approved activity.
  - c. Submit documentation to the Review Committee for study and point assignment.
  
2. In order to determine the value of an activity, the following will be considered:
  - a. Time (1. number of weeks, 2. time per week, 3. time on weekends/evenings/vacations)
  - b. Number of students
  - c. Pressure (visibility of activity/levels of expectations from parents, students, and the community)
  - d. Travel required
  - e. Equipment/facilities (responsibility for the care/monitoring of physical materials and space required for activity)
  - f. Additional responsibilities/demands (weather, transportation, fund-raising, non-school equipment or facilities, space utilization in ratio to the number of students)
  - g. Level of expertise/certification required
  - h. Risk of injury
  - i. Need to work with various groups or levels
  - j. Need to schedule/communicate with entire school
  
3. Any new position which is created, and for which compensation is being sought, or any adjustment of the point value for an existing position must be recommended by the Review Committee to the Superintendent or his/her designee by September 30 and acted upon by the Superintendent or his/her authorized designee by October 30 preceding the school year in which the proposed addition or change will take effect. This must be done in accordance with the timelines for budget submission.

### B. DISCRETIONARY FUNDS AT THE SCHOOLS

At each school, an annual allocation is available to provide flexibility in the offering of activities. In consultation with the GEA representatives in the building, the building administrator will have the discretion to approve a stipend for those activities, keeping in mind the criteria for inclusion in the Appendix C (see A.2)

when determining which activities will receive the stipend. He/she will report annually to the Review Committee on what activities will receive the stipend and at what amount.

### C. SUPERVISION AND EVALUATION

All approved activities in Appendix C will be under the supervisory responsibility of the appropriate building administrator. The activity advisor will complete an annual report, which will be approved by the building administrator and forwarded to the Review Committee. (see attached C12)

At Greenwich High School, there shall be an Appendix C Review Committee (ACRC), that will include an administrator, the Program Associate for Student Activities, and two GEA members who are not working under an Appendix C contract. The ACRC will be responsible for the supervision of Appendix C activities at the high school, including:

- a. Review Activity Planning forms for each activity by October 15.
- b. Review Activity Annual review forms by May 15.
- c. Review and make recommendations on requests for new activities and level changes.
- d. Make recommendations to change or delete offerings based on changing needs of the school.
- e. Interview and make recommendations regarding the appointment of faculty advisors.
- f. Interview faculty advisors every three years.

Faculty advisors will have the following responsibilities in the supervision process:

- a. Fill out an Activity Planning form and submit it to the Program Associate for Student Activities for review by the ACRC by October 1.
- b. Fill out an Activity Annual Review form and submit it to the Program Association for Student Activities for review by the ACRC by May 1.
- c. Participate in an interview with the ACRC every three years.

### D. PAYMENT SCHEDULE

1. All extra duty contracts of full year duration shall be paid in two (2) equal payments.
2. All single session or season activities shall be paid as close to completion as possible.

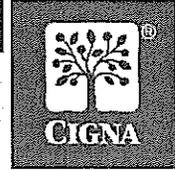
### E. FILLING VACANCIES

1. When a vacancy occurs in a building in the extra-curricular Activities program, the administration shall post the position on a system-wide basis. If there is no

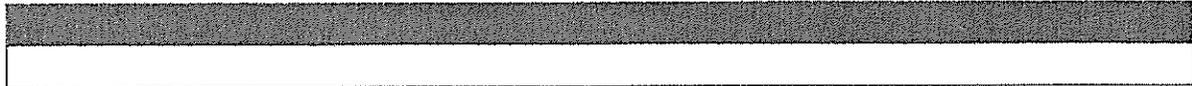
qualified, competent applicant in the Greenwich Public Schools, then the position will be opened to more qualified, competent persons outside the Greenwich Public Schools.

2. If more than one candidate applies for the position, an interview team composed of a teacher, a building administrator, and a GEA representative shall interview the candidates and make recommendations to the appropriate building administrator. At the high school, the Learning Facilitator for student activities should also be included on the committee. At the middle and high school levels, where feasible, a student who participates in the activity can also be included.
3. Positions not held by GEA members will be posted annually.

**SUMMARY OF BENEFITS** Connecticut General Life Insurance Co.



Greenwich Town and Board of Education  
 CIGNA Open Access Plus C  
 Plan C CIGNA HDHP with \$10/25/40 RX copays



Annual deductibles and maximums	In-network	Out-of-network
Lifetime maximum	Unlimited per individual	
Pre-Existing Condition Limitation (PCL)	Does Not Apply	
Coinsurance	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<p><b>Maximum Reimbursable Charge</b></p> <ul style="list-style-type: none"> <li>Determined based on the lesser of:                             <ul style="list-style-type: none"> <li>the health care professional's normal charge for a similar service; or</li> <li>a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.</li> </ul> </li> <li>In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of:                             <ul style="list-style-type: none"> <li>the health care professional's normal charge for a similar service or supply; or</li> <li>the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>Out-of-network services are subject to a plan year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	300%



Annual deductibles and maximums	In-network	Out-of-network
<p><b>Plan year deductible</b></p> <ul style="list-style-type: none"> <li>The amount you pay for any expenses counts towards both your in-network and out-of-network deductibles. (Cross accumulation).</li> <li>All family members contribute towards the family deductible. The plan cannot pay an individual's claims until the total family deductible has been met, even if he or she has met the individual deductible.</li> <li>This plan includes a combined Medical/Rx deductible.</li> <li>Out-of-network pharmacy deductible accumulates to the in-network pharmacy deductible.</li> <li>Mail order pharmacy costs contribute to the deductible.</li> </ul>	<p><b>Employee</b> \$2,000</p> <p><b>Employee and Family</b> \$4,000</p>	<p><b>Employee</b> \$2,000</p> <p><b>Employee and Family</b> \$4,000</p>
<p><b>Plan year out-of-pocket maximum</b></p> <ul style="list-style-type: none"> <li>The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums. (Cross accumulation)</li> <li>Deductibles contribute towards your out-of-pocket maximum.</li> <li>Copays do not contribute towards your out-of-pocket maximum</li> <li>Mental health and substance abuse services contribute towards your out-of-pocket maximum.</li> <li>All family members contribute towards the family out-of-pocket maximum. The plan cannot pay an individual's covered expenses at 100% until the total family out-of-pocket maximum has been reached.</li> <li>This plan includes a combined Medical/Rx out-of-pocket maximum.</li> <li>Out-of-network pharmacy out-of-pocket expenses accumulates to the in-network pharmacy out-of-pocket maximum.</li> <li>Mail order pharmacy costs contribute to the out-of-pocket maximum.</li> </ul>	<p><b>Employee</b> \$2,000</p> <p><b>Employee and Family</b> \$4,000</p>	<p><b>Employee</b> \$4,000</p> <p><b>Employee and Family</b> \$8,000</p>

Benefits	In-network	Out-of-network
<b>Physician services</b>		
<p><b>Office visit</b></p> <ul style="list-style-type: none"> <li>Primary care physician and specialist office visits</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p>
<p><b>Physician services (hospital)</b></p> <ul style="list-style-type: none"> <li>In hospital visits and consultations</li> <li>Inpatient services</li> <li>Outpatient services</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 20% Plan pays 80% after the deductible is met</p>



Benefits	In-network	Out-of-network
<b>Surgery (in a physician's office)</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Preventive care</b>		
<b>Preventive care</b> <ul style="list-style-type: none"> <li>Includes well-baby, well-child, well-woman and adult preventive care</li> <li>In-network immunizations are included at no charge.</li> <li>Lab and X-ray billed outside the doctor's office do not apply to the plan year maximum.</li> <li>Unlimited plan year maximum</li> <li>Includes travel immunizations</li> </ul>	No charge	You pay 20% Plan pays 80% after the deductible is met
<b>Mammogram, PSA, Pap Smear and Maternity Screening</b> <ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>	No charge	You pay 20% Plan pays 80% after the deductible is met
<b>Inpatient hospital facility services</b>		
<b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Multiple surgical reduction</b> <ul style="list-style-type: none"> <li>Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.</li> </ul>	Included	Included
<b>Outpatient services</b>		
<b>Outpatient surgery (facility charges)</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met



Benefits	In-network	Out-of-network
<b>Physical, occupational, cognitive and speech therapy</b> <ul style="list-style-type: none"> <li>Unlimited days per plan year for all therapies combined</li> <li>Includes physical therapy, speech therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (includes chiropractors)</li> <li>Therapy days, provided as part of an approved Home Health Care plan, accumulate to the outpatient short term rehab therapy maximum.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Cardiac rehabilitation</b> Unlimited days per plan year	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Lab and X-ray</b>		
<b>Lab and X-ray</b> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Outpatient hospital facility</li> <li>Independent lab &amp; x-ray facility</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after deductible is met
<b>Lab and X-ray, emergency room and urgent care</b> <ul style="list-style-type: none"> <li>Emergency room when billed by the facility as part of the emergency room visit</li> <li>Urgent care when billed by the facility as part of the urgent care visit.</li> <li>Independent x-ray and/or lab facility in conjunction with a emergency room visit</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	
<b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b> <ul style="list-style-type: none"> <li>Emergency room</li> <li>Urgent care facility</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	
<b>Emergency and urgent care services</b>		
<b>Hospital emergency room</b> <ul style="list-style-type: none"> <li>Includes radiology, pathology and physician charges</li> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	
<b>Ambulance</b> <ul style="list-style-type: none"> <li>Out-of-network services are covered the same as in-network services.</li> <li>Note: Non-emergency transportation (e.g. from hospital back home) is generally not covered.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	



Benefits	In-network	Out-of-network
<b>Urgent care services</b> <ul style="list-style-type: none"> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	
<b>Other health care facilities</b>		
<b>Skilled nursing facility and other facilities</b> <ul style="list-style-type: none"> <li>120 days per plan year</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>Unlimited days per plan year</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Home health care</b> <ul style="list-style-type: none"> <li>200 days per plan year</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Outpatient Private Duty Nursing</b> Unlimited days per plan year	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Hospice</b> <ul style="list-style-type: none"> <li>Inpatient services</li> <li>Outpatient services</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Other health care services</b>		
<b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>Unlimited plan year maximum</li> <li>Includes orthotics</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Hearing Aids</b> covered for children under age 13, up to \$1,000 every 24 months	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited plan year maximum</li> </ul>	You pay 0% Plan pays 100% after deductible is met	You pay 20% Plan pays 80% after deductible is met
<b>Wigs</b> <ul style="list-style-type: none"> <li>\$350 per year if hair loss is due to chemotherapy</li> </ul>	You pay 0% Plan pays 100% after deductible is met	You pay 20% Plan pays 80% after deductible is met
<b>Acupuncture</b> Unlimited calendar year maximum	You pay 0% Plan pays 100% after deductible is met	You pay 20% Plan pays 80% after deductible is met
<b>TMJ</b>	Not Covered	Not Covered



Benefits	In-network	Out-of-network
<b>Infertility</b> <ul style="list-style-type: none"> <li>Office visit for testing, treatment and artificial insemination</li> <li>Inpatient hospital facility</li> <li>Outpatient hospital facility</li> <li>Physician services</li> <li>Surgical treatment includes both correction and in-vitro fertilization, GIFT, ZIFT, etc.</li> <li>Unlimited lifetime maximum</li> <li>Cycle maximums do not apply</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 20% Plan pays 80% after deductible is met</p>
<b>Family planning</b> <ul style="list-style-type: none"> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Physician services</li> <li>Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).</li> <li>Includes contraceptive devices</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 20% Plan pays 80% after deductible is met</p>
<b>Mental health and substance abuse services</b>		
<p>Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:</p> <ul style="list-style-type: none"> <li>Substance Abuse includes Alcohol and Drug Abuse services.</li> <li>Transition of Care benefits are provided for a 90-day time period.</li> </ul>		
<b>Inpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited days per plan year</li> <li>Mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>You pay 0% Plan pays 100% after the medical plan deductible is met</p>	<p>You pay 20% Plan pays 80% after the medical plan deductible is met</p>
<b>Outpatient mental health services</b> <ul style="list-style-type: none"> <li>Unlimited visits per plan year</li> <li>Applies to Physician's Office and Outpatient Facility</li> <li>Mental health services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>This includes group therapy mental health, and intensive outpatient mental health</li> </ul>	<p>You pay 0% Plan pays 100% after the medical plan deductible is met</p>	<p>You pay 20% Plan pays 80% after the medical plan deductible is met</p>
<b>Inpatient substance abuse services</b> <ul style="list-style-type: none"> <li>Unlimited days per plan year</li> <li>Substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> </ul>	<p>You pay 0% Plan pays 100% after the medical plan deductible is met</p>	<p>You pay 20% Plan pays 80% after the medical plan deductible is met</p>



Benefits	In-network	Out-of-network
<p><b>Outpatient substance abuse services</b></p> <ul style="list-style-type: none"> <li>• Unlimited visits per plan year</li> <li>• Applies to Physician's Office and Outpatient Facility</li> <li>• Substance abuse services are paid at 100% after you reach your out-of-pocket maximum.</li> <li>• This includes intensive outpatient substance abuse</li> </ul>	<p>You pay 0%            Plan pays 100%            after the medical plan deductible is met</p>	<p>You pay 20%            Plan pays 80%            after the medical plan deductible is met</p>
<b>Prescription Drugs</b>		
<p><b>CIGNA Pharmacy three-tier coinsurance plan</b></p> <ul style="list-style-type: none"> <li>• No mandatory generics</li> <li>• Self administered injectable—includes infertility drugs</li> <li>• Includes Oral Contraceptives</li> <li>• Oral fertility drugs included</li> <li>• Lifestyle Drugs</li> <li>• Home Delivery applies In-network only</li> </ul>	<p><b>Retail</b>            (34 day supply)  <u>You pay:</u>            Generic \$10            Preferred Brand \$25            Non-Preferred Brand \$40            after the medical plan deductible is met</p> <p><b>Home Delivery</b>            (100 day supply)  <u>You pay:</u>            Generic \$10            Preferred Brand \$50            Non-Preferred Brand \$80            after the medical plan deductible is met</p>	<p>You pay 20%            Plan pays 80%            after the medical plan deductible is met</p>
<p><b>Pharmacy Clinical Management and Prior Authorization</b></p> <ul style="list-style-type: none"> <li>• Your plan is subject to certain clinical edits and prior authorization requirements.</li> </ul>		
<p><b>Specialty Pharmacy</b></p> <ul style="list-style-type: none"> <li>• Clinical Programs               <ul style="list-style-type: none"> <li>◦ Prior authorization required on specialty medications and quantity limits may apply.</li> <li>◦ TheraCare® Program</li> </ul> </li> <li>• Medication Access Option: Retail and/or Home Delivery</li> </ul>		
<b>Vision care</b>	Covered under Separate Rider	



### Definitions

**Coinsurance** – After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called coinsurance.

**Copay** – A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** – A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Direct Access to Obstetricians and Gynecologists** – You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

**Out-of-pocket Maximum** – Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "maximum reimbursable charges" or negotiated fees for covered services.

**Place of service** – Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Pre-existing condition limitation** – Not applicable to anyone under 19 years old. Applies to any injury or sickness that you are diagnosed with and receive treatment for, or incur expenses for during the 90 days before you are insured by these benefits or you begin an eligibility waiting period (whichever is earlier). Please refer to your plan documents for specific details.

**Selection of a Primary Care Provider** – Your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, CIGNA may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

For children, you may designate a pediatrician as the primary care provider.

**Transition of Care** – Provides in-network health coverage to new customers when the customer's doctor is not part of the CIGNA network and there are approved clinical reasons why the customer should continue to see the same doctor.

### Maximizing your health care dollars

Log on to [myCIGNA.com](http://myCIGNA.com) for resources to help you choose a health care professional or compare the cost and quality of medical services, medications and hospital care.

When you need a medical service or procedure, CIGNA offers you opportunities to save on prescription medicine, routine medical care, laboratory services, radiology scans, and outpatient surgery. Details are below:

**CIGNA Home Delivery Pharmacy** – You can save money and enjoy convenient home delivery by using CIGNA Home Delivery Pharmacy for your prescription medications. You can get up to a 90-day supply of your medication.

**Lab** – Save on lab services by using a free-standing laboratory instead of a hospital- or clinic-based lab.

**Urgent Care** – For non-emergency conditions that need attention before you can see your doctor, you can save money by going to an urgent care center instead of an Emergency Room (ER).

**Convenience Care** – For minor or routine conditions, go to a Convenience Care Clinic when your doctor is unavailable. Convenience Care Clinics are retail-based and often found in pharmacies or grocery stores.

**Radiology** – Costs for MRIs, PET, and CT scans can vary greatly. Non-hospital based outpatient radiology centers often cost much less than a hospital. CIGNA's network includes both hospitals and outpatient centers, so you can find a radiology center that's right for you.

**Outpatient Surgery** – Costs for colonoscopies, arthroscopies, and other outpatient procedures can vary greatly. Using a free-standing outpatient surgery center can save hundreds of dollars.



#### Exclusions

##### What's Not Covered (*not all-inclusive*):

Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Services provided through government programs
- Services that aren't medically necessary
- Experimental, investigational or unproven services
- Services for an injury or illness that occurs while working for pay or profit including services covered by Worker's Compensation benefits
- Cosmetic services
- Dental care, unless due to accidental injury to sound natural teeth
- Genetic screenings
- Non-prescription and anti-obesity drugs
- Custodial and other non-skilled services
- Weight loss programs
- Hearing aids (except as noted in the schedule)
- Treatment of TMJ Disorder
- Treatment of sexual dysfunction
- Telephone, email and internet consultations in the absence of a specific benefit
- Eyeglass lenses and frames, contact lenses and surgical vision correction

##### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

*"CIGNA," the "Tree of Life" logo, "CIGNA Healthcare," "CIGNA Care Network," "CIGNA Behavioral Health," "CIGNA Well Aware for Better Health" and "myCIGNA.com" are registered service marks, and "CIGNA Pharmacy," CIGNA Home Delivery Pharmacy, "CIGNA Well Informed" and "CIGNA Behavioral Advantage" are service marks, of CIGNA Intellectual Property, Inc., licensed for use by CIGNA Corporation and its operating subsidiaries. All products and services are provided by such operating subsidiaries and not by CIGNA Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), CIGNA Health and Life Insurance Company (CHLIC), CIGNA Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc. In Arizona, HMO plans are offered by CIGNA HealthCare of Arizona, Inc. In Connecticut, HMO plans are offered by CIGNA HealthCare of Connecticut, Inc. In North Carolina, HMO plans are offered by CIGNA HealthCare of North Carolina, Inc. In California, HMO and Network plans are offered by CIGNA HealthCare of California, Inc. All other medical plans in these states are insured or administered by CGLIC or CHLIC. "CIGNA Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C.*

Greenwich Town and Board of Education  
 CIGNA Open Access Plus Coinsurance Plan



Additional Information

Additional Benefit Information	In-network	Out-of-network
<b>Prescription Drug List:</b> <ul style="list-style-type: none"> <li>CIGNA Standard Prescription Drug List</li> </ul>		
<b>Pharmacy Clinical Management and Prior Authorization</b> <ul style="list-style-type: none"> <li>Refill-too-soon and plan exclusion edits are always included.</li> <li>Additional clinical management – <b>Basic package</b> – provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.</li> </ul>		
<b>Pre-admission certification – continued stay review (PHS)</b> <ul style="list-style-type: none"> <li>For out-of-network a 0% penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission.</li> <li>For out-of-network a 0% penalty is applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission.</li> <li>Benefits are denied for any admission reviewed by CIGNA Healthcare and not certified.</li> <li>Benefits are denied for any additional days not certified by CIGNA Healthcare.</li> </ul>	Inpatient Pre-Admission Certification - Coordinated by provider/PCP	Employee is responsible for contacting CIGNA Healthcare. A penalty of 0% applied to hospital inpatient charges for failure to contact CIGNA Healthcare to pre-certify admission
<b>Case Management</b>	Coordinated by CIGNA HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.	
<b>Mental health/Substance abuse utilization review, case management and programs</b>	Capitation (CAP) - Inpatient and Outpatient Management <ul style="list-style-type: none"> <li>Case Management and Utilization Review for Inpatient Services (In-Network, Out of Network) and Outpatient Services (In-Network only) Provided by CIGNA Behavioral Health (CBH).</li> <li>Includes Lifestyle Management Programs: Stress management &amp; Tobacco Cessation, Healthy Steps to Weight Loss.)</li> </ul>	
<b>MH/SA Service Specific Administration</b>	The following administration applies for Partial Hospitalization, Residential Treatment, and Intensive Outpatient Programs: <ul style="list-style-type: none"> <li><i>Partial Hospitalization and Residential Treatment:</i> Covered as inpatient Mental Health and/or Substance Abuse.</li> <li><i>Intensive Outpatient Program (IOP):</i> Covered as outpatient Mental Health and/or Substance Abuse</li> </ul>	
<b>Annual Reinstatement</b>	Not Included	

Greenwich Town and Board of Education  
 CIGNA Open Access Plus Coinsurance Plan



Additional Benefit Information	In-network	Out-of-network
<b>Allergy treatment/injections</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Allergy serum</b> (dispensed by the physician in the office)	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Bereavement counseling - inpatient services</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Bereavement counseling – outpatient services</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Maternity Care Services</b> <ul style="list-style-type: none"> <li>Federal Maternity - employee, all dependents</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Abortion</b> <ul style="list-style-type: none"> <li>Provides elective and non-elective coverage</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Organ Transplant</b> <ul style="list-style-type: none"> <li>Physician services: Covered at 100% at Lifesource center; otherwise 100% after plan deductible</li> <li>Travel maximum \$10,000 per transplant (only available if using Lifesource facility)</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Dental Care</b> <ul style="list-style-type: none"> <li>Limited to charges made for a continuous course of dental treatment started within six months of an injury to sound natural teeth</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Obesity/Bariatric Surgery Rider</b> <ul style="list-style-type: none"> <li>Subject to medical necessity and clinical guidelines</li> <li>The following are excluded: Medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity.</li> <li>The following are excluded: Weight loss programs or treatments, whether prescribed or recommended by a physician or under medical supervision.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 20% Plan pays 80% after the deductible is met
<b>Routine Foot Disorders</b>	Not Covered	Not Covered

Greenwich Town and Board of Education  
CIGNA Open Access Plus Coinsurance Plan



Additional Benefit Information	In-network	Out-of-network
<b>Included Health and Wellness Programs</b>		
<b>Health Advisor</b> <ul style="list-style-type: none"> <li>• Health Advisor-A</li> <li>• CIGNA Well Informed included</li> <li>• Preference Sensitive Care included</li> </ul>		Include
<b>Chronic Condition Support (CCS) – Your Health First 200</b> <ul style="list-style-type: none"> <li>• Holistic health support for those with a chronic health condition.</li> <li>• Health Advisor -A</li> </ul>		Included
<b>eVisits</b>		Not Included
<b>Lifestyle Management Programs - included with CIGNA Behavioral Advantage</b> <ul style="list-style-type: none"> <li>• Weight Management</li> <li>• Tobacco Cessation</li> <li>• Stress Management</li> </ul>		Included

<b>Exclusions</b>
<p><b>What's Not Covered (not all-inclusive):</b></p> <p>Your plan provides coverage for most medically necessary services. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):</p> <ul style="list-style-type: none"> <li>• Care for health conditions that are required by state or local law to be treated in a public facility.</li> <li>• Care required by state or federal law to be supplied by a public school system or school district.</li> <li>• Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.</li> <li>• for or in connection with an Injury or Sickness which is due to war, declared or undeclared.</li> <li>• charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan.</li> <li>• assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.</li> <li>• for or in connection with experimental, investigational or unproven services.</li> </ul> <p>Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:</p> <ul style="list-style-type: none"> <li>• not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;</li> <li>• not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;</li> <li>• the subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or</li> <li>• the subject of an ongoing phase I, II or III clinical trial, except as provided in the "Covered Expenses" section of this plan.</li> </ul> <p>A procedure, treatment or the use of any drug will not be deemed experimental: if it has successfully completed a phase III</p>



#### Exclusions

- clinical trial of the Federal Food and Drug Administration for the illness or condition being treated or for the diagnosis for which it is being prescribed.
- cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem or to treat psychological symptomatology or psychosocial complaints related to one's appearance.
  - The following services are excluded from coverage regardless of clinical indications: Treatment of Abdominoplasty/Panniculectomy; Redundant Skin Therapy; Removal of Skin Tags; acupressure; craniosacral/cranial therapy; dance therapy, movement therapy; applied kinesiology; rolfing; prolotherapy; and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
  - surgical or nonsurgical treatment of TMJ dysfunction.
  - Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. However, charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
  - unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
  - court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
  - medical and surgical services, initial and repeat, intended for the treatment or control of obesity, except for treatment of clinically severe (morbid) obesity as shown in Covered Expenses, including: medical and surgical services to alter appearance or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician, or under medical supervision.
  - infertility services when the infertility is caused by or related to voluntary sterilization; donor charges and services; cryopreservation of donor sperm and eggs; gestational carriers and surrogate parenting arrangements; and any experimental, investigational or unproven infertility procedures or therapies.
  - reversal of male or female voluntary sterilization procedures.
  - transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
  - any services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
  - medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
  - nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays (other than neuropsychological testing ordered by a licensed physician to assess the extent of any cognitive or developmental delays in a Dependent child due to chemotherapy or radiation treatment), autism (other than coverage for services for the treatment of autism spectrum disorders) or mental retardation.
  - therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
  - consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
  - private Hospital rooms and/or inpatient private duty nursing.
  - personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.



#### Exclusions

- artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs (except as provided for in the benefits above).
- hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs), except as provided for a child age 12 or younger in the "Covered Expenses" section. A hearing aid is any device that amplifies sound.
- aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses that follows keratoconus or post-cataract surgery).
- *Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.*
- treatment by acupuncture.
- all noninjectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- *routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.*
- membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- dental implants for any condition.
- fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- blood administration for the purpose of general improvement in physical condition.
- cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.
- cosmetics, dietary supplements and health and beauty aids.
- nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism, and except as provided in the "Covered Expenses" section.
- medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- for or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit. For Medical Benefits, this will not apply to any of the Policyholder's partners, proprietors or corporate officers. However, if payment is made for expenses in the event that third-party liability is determined and satisfied (whether by settlement, judgment, arbitration or otherwise), CG shall be refunded the lesser of: (a) the amount of CG's payment for such expenses; or (b) the amount actually received from the third party for such expenses. In the event that a workers' compensation claim is filed, CG shall have a lien on the proceeds of any award or settlement to the extent of its payment of benefits.
- telephone, e-mail, and Internet consultations, and telemedicine.
- massage therapy.

#### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan

**Greenwich Town and Board of Education  
CIGNA Open Access Plus Coinsurance Plan**



documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

**APPENDIX D-2**

**Town of Greenwich Dental Plan Benefits for GEA Employees**

**Benefit Summary**

<i>Coverage Type</i>	<i>PDP In-Network</i>	<i>Out-of-Network</i>
Type A - cleanings, oral examinations	100% of PDP Fee*	100% of R&C Fee**
Type B - fillings	80% of PDP Fee*	80% of R&C Fee**
Type C - bridges and dentures	50% of PDP Fee*	50% of R&C Fee**
<i>Deductible***</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Individual	\$50	\$50
Family	\$100	\$100
<i>Annual Maximum Benefit</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Per Person	\$2,500	\$2,500

\*PDP Fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any co-payments, deductibles, cost sharing and benefit maximums.

\*\* R&C fees refers to the Reasonable and Customary (R&C) charge, which is based on the lower of (1) the dentist's actual charge or (2) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife.

\*\*\* Applies only to Type B and C services.

APPENDIX E-1

Date

Name  
Address

*Name*, we are pleased you are accepting our offer of employment as a 1.0 teacher in the Greenwich Public Schools for the 20\*\* - 20\*\* school year commencing on (*start of school year*). Your assignment will be in \* at \* School.

You will serve under the direction of the Superintendent of Schools and be subject to all the policies, rules and regulations of the Greenwich Board of Education. All of the above will be administered in accordance with the requirements of the Connecticut General Statutes and the existing contract between the Board of Education and the Greenwich Education Association, the recognized employee organization. This offer is made pending the completion of all new hire employment forms provided in your packet.

This working relationship will remain in effect from year to year subject to Section 10-151 of the Connecticut General Statutes as amended and in accord with other pertinent State Statutes. You must notify the Board of Education in writing of an intent to terminate the contract by giving thirty (30) days written notice provided, however, no notice of termination delivered subsequent to June 1<sup>st</sup> of any school year shall be effective prior to October 1<sup>st</sup> of the succeeding school year.

Your annual salary will be \$00,000.00 which is the teacher's salary schedule at the \* level, Step \*.

Once again, welcome, and best wishes for a successful experience in Greenwich. If I can be of further assistance, please do not hesitate to contact me.

Please indicate your acceptance of employment under the terms specified in this letter by signing the pink and white copies and returning the pink to me.

---

Director of Human Resources

ACCEPTANCE

I accept employment in the Greenwich Public Schools in accordance with the terms specified in this letter.

---

Signature

Date

**THE GREENWICH PUBLIC SCHOOLS**  
**Human Resources Department**  
**290 Greenwich Avenue • Greenwich, CT 06830 •**  
**(203) 625-7445**  
**Robert Stacy, Director of Human Resources**

Date: \_\_\_\_\_, 20\_\_

Emp. No. \*

Name:

Location:

:

This letter is to inform you that since you are employed as a Teacher in the public schools of Greenwich, Connecticut, we are hereby notifying you that your annual compensation, in accordance with the prevailing salary schedule, beginning August \*,20\*\*\*, through June 30, 20\*\*, will be:

<b>LOCATION</b>	
<b>FTE</b>	
<b>ASSIGNMENT</b>	
<b>DEGREE/STEP</b>	
<b>SALARY</b>	
<b>LONGEVITY</b>	
<b>LEARNING FACILITATOR</b>	
<b>EXTRA PAY</b>	
<b>NUMBER OF ADDITIONAL DAYS</b>	
<b>TOTAL PAY</b>	

Your present choice of **22 or 26 pay periods** will remain the same.

Also, your salary will be subject to the required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax and other agreed-to deductions which you may authorize in writing.

This letter is subject to the terms of your Collective Bargaining Agreement.

Please advise us immediately of any changes/corrections.

Sincerely,

\_\_\_\_\_  
 Robert Stacy, Director of Human Resources

## APPENDIX F-1 (amended October 2017)

### A. GENERAL NATURE OF SECONDARY SCHOOL ASSIGNMENTS

A written definition is deemed essential to the proper management of the schools. It provides principals and program leaders with basic rules in assigning instructional duties and other tasks and offers recruitment personnel a base in discussions with candidates. It also enables teachers to gauge the degree to which they have been assigned equitable professional loads relative to their colleagues in Greenwich.

1. Teachers normally having outside preparation of several hours and large numbers of papers to correct may expect a daily assignment of a homeroom, four or five instructional periods (dependent on class size, ranging from 20 to 30 students) or their modular equivalent, supervision of one study period or other duty, and one planning and conference period. In instances where large enrollments may make it necessary to assign a teacher six instructional periods or their modular equivalent instead of five, the over-all assignment will be equalized through the elimination of other assignments made to teachers. In other areas such as Technology or Human Development where safety factors, staff, or limitations of available space impose relatively small maximums on class enrollments, it may be necessary to assign a teacher six instructional periods or their modular equivalent with the same provision for equating loads.

These conditions are cited in the current employee agreement between the Greenwich Board of Education and the Greenwich Education Association, Article 3H.

2. Large-group/small-group instruction will necessarily depart from established criteria, but teacher workload will be comparable with over-all established teaching load practices.
3. To assure the greatest possible chance for teaching success in the first year in Greenwich, inexperienced teachers might be given a lighter workload or an assignment of students and classes better structured for a successful experience.

The first sentence in Appendix F, Section 1, p. F-1 will be modified as follows for the Greenwich High School block schedule:

1. Teachers normally having outside preparation of several hours and large numbers of papers to correct may expect a daily assignment of a homeroom, four or five instructional periods (dependent on class size, ranging from 20 to 30 students) or their modular equivalent, supervision of one study period or other duty, an academic support period (at the high school), and one planning and conference period.
2. An academic support period is defined as an instructional assignment for the purpose of remediation and enrichment where the teacher may do small group or individual work in the teacher's program and certification area.
3. The academic support period is not an additional preparation beyond the four or five instructional periods per day.
4. Attendance will be recorded in academic support periods; however, no grades are required or credit received for work completed.
5. Total teacher workload will remain within the established limits.
6. No teacher will be assigned more than the equivalent of one academic support period per day over the course of a cycle.
7. Corollary duties shall continue to be excluded from teacher workload (i.e., students per day, students per week).

#### GUIDELINES FOR PROFESSIONAL WORKLOAD - SECONDARY SCHOOL TEACHERS

	Student Per Day*	Students per Week/Cycle
English	95-120	475-600
Foreign Languages	95-120	475-600
Social Studies	95-120	475-600
General Science	95-120	475-600
Mathematics	95-120	475-600
Business (Typing may be higher)	95-120	475-600
Chemistry, Physics, Biology	80-100	560-700

Technology	90-120	450-600
Human Development	100-120	500-600
Physical Education	125-160	625-800
Art	Varies with the program	
Music	Varies with the program	

At the middle school the professional workload will be based on a 7 period day/35 period week.

\*At the high school the professional workload is based on a 6 period day/8 day cycle with 2 periods dropped per day. Based on the nature of the schedule, the number of students per day may fluctuate with the maximum number not to be exceeded.

Schedules which vary from this norm should provide comparable workloads. Science courses which meet fewer periods would permit correspondingly higher workloads.

In unusual circumstances, the number of students per day and the number of students per week may exceed the numbers set forth above, provided, however, that the necessity for each such exception shall be discussed in advance, shall not exceed the stated number of students per day or per week by more than 5%, shall not affect more than 10% of teachers during any single school marking period and shall not affect the same teacher more than four consecutive marking periods.

In assigning the number of students per day and per week to a teacher, the Administrator making the assignment shall give due consideration to balancing the student per teacher load among all teachers teaching the same subject.

B. Calendar Hours and Rights

1. The school calendar shall provide for 182 student instructional days per year. The teacher school year shall be as defined in Article 8, Employment Year.
2. The hours shall be as follows:

Elementary:  
Student Time: 6:30  
Pre & Post Time: :50  
Total: 7:20

Middle School:  
Student Time: 6:50  
Pre & Post Time: :50  
Total: 7:40

High School:  
Student Time: 6:45  
Pre & Post Time: :50  
Total: 7:35

3. Each party reserves its rights under Section 10-153d(b) of the Connecticut General Statutes, as amended, with respect to any future changes.
- C. The provisions contained in Appendix F. shall be included in the Teachers' Handbook. Should the Board make any change in these provisions that affects a mandatory subject of bargaining, the Board shall negotiate over such change (or impact thereof) in accordance with statute.



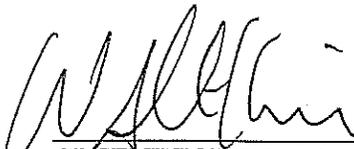
## MEMORANDUM OF AGREEMENT

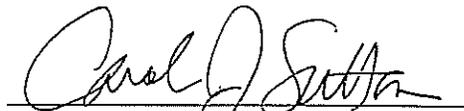
Whereas the Greenwich Board of Education and the Greenwich Education Association have negotiated a tentative agreement on a new collective bargaining agreement for the period July 1, 2009 through June 30, 2012, and have reached the following additional agreements:

### 1. TUTORING POLICY

The following conditions shall apply if a teacher enters into a private agreement to provide tutoring or consultant services to a student enrolled in the Greenwich Public Schools:

1. No private tutoring shall occur on school property or during the teacher's scheduled work day.
2. Such private tutoring is outside the scope of the teacher's employment, and the Board has no responsibility to the teacher under Conn. Gen. Stat. § 10-235.
3. No teacher shall accept employment to provide tutoring to students who are assigned to the teacher's class or who were assigned to the teacher's class in the past year.
4. No teacher shall accept employment to serve as a consultant or advocate as regards the special education program of a student enrolled in the Greenwich Public Schools, including but not limited to attendance at PPT meetings or related hearings on behalf of said student.

  
\_\_\_\_\_  
GREENWICH BOARD  
OF EDUCATION

  
\_\_\_\_\_  
GREENWICH EDUCATION  
ASSOCIATION

## MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Greenwich Board of Education and the Greenwich Education reached the following agreements concerning classroom moves:

1. Classroom moves from year to year are a part of normal teacher responsibilities. Such moves include:

- Move within same building
- Routine staff transfers
- Change of grade or assignment level moves

There shall be no special compensation for such moves. Teachers are supported in making such moves by the custodial staff, and requests for such custodial assistance shall be coordinated through the building principal or his/her designee.

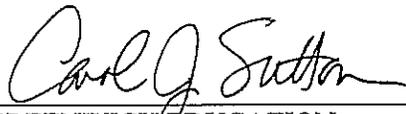
2. If the teacher seeks access to the building outside of regular school hours to move his/her classroom materials (books, supplies, etc.), the teacher shall schedule such access with the building principal or his/her designee.

3. There are certain moves for which special accommodations are warranted. Specifically, when a teacher must move his/her classroom from one school building to another (not including moving a classroom from one house to another at Greenwich High School) because of renovation, reconstruction or emergency, the teacher shall be compensated for up to two days as necessary at the Growth and Development per diem (one day for packing and one day for unpacking).

4. Prior to any such moves, the building principal or his/her designee shall confirm with affected teachers the need for such a move, the schedule for such a move, and that the provisions of paragraph 3 above apply.



GREENWICH BOARD  
OF EDUCATION



GREENWICH EDUCATION  
ASSOCIATION

## MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the parties reached the following additional agreements concerning teacher participation in tax-sheltered annuities:

1. The Board of Education shall continue the current practice of making deductions as teachers may authorize for payment to designated tax-sheltered annuity contracts, subject to the following.
2. The six vendors with the lowest participation shall no longer be available effective July 1, 2009, and teachers who have authorized payments to such vendors shall change their designation in writing to another currently-used vendor.
3. The Board of Education shall add to the listed of authorized tax-sheltered annuity companies a single vendor, which offers multiple plan options. Currently-employed teachers may move to this single vendor, provided that such move shall be irrevocable, and such teachers may not thereafter elect to authorize deductions to other vendors unless the teacher pays the administrative fee(s) associated with using another vendor. Teachers employed on or after July 1, 2009 may authorize deductions for tax-sheltered annuities offered only through this vendor unless the teacher pays the administrative fee(s) associated with using another vendor.

  
\_\_\_\_\_  
GREENWICH BOARD  
OF EDUCATION

  
\_\_\_\_\_  
GREENWICH EDUCATION  
ASSOCIATION

**SIDE LETTER**

In the recently-concluded negotiations between the Greenwich Board of Education and the Greenwich Education Association, the parties agreed:

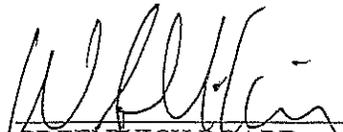
Whereas demands on teacher time have increased in recent years, and

Whereas some of those demands are the result of changes (legislative and otherwise) over which the parties have no control, and

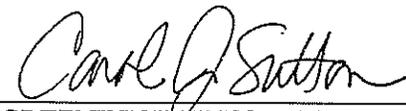
Whereas some of those demands are the result of district initiatives to improve student learning, and

Whereas it may be possible through further study and dialog to identify different procedures or approaches to reduce the impact of these demands on teacher time,

Therefore the parties agree to establish an advisory committee to the Superintendent on teacher time demands. The charge of the committee shall be to review state and district initiatives and, where possible, to suggest changes in procedures or expectations, including the use of technology, to moderate such demands on teacher time. The committee shall be composed of four representatives appointed by the Association, and four representatives appointed by the Superintendent, and it shall be chaired by the Director of Human Resources. The committee shall commence its work in September 2014, and it shall report to the Superintendent and the Board on its finding and recommendations by March 1, 2015.

  
\_\_\_\_\_  
GREENWICH BOARD  
OF EDUCATION

10/15/2014  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
GREENWICH EDUCATION  
ASSOCIATION

10/15/2014  
\_\_\_\_\_  
DATE