

**2006-2009**

**AGREEMENT**

**between**

**GREENWICH BOARD OF EDUCATION**

**-and-**

**GREENWICH EDUCATION ASSOCIATION**

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GREENWICH EDUCATION ASSOCIATION**

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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- D. Previously adopted policies, rules, or regulations which are inconsistent with this Agreement are superseded by this Agreement.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., Assistant Superintendent for Business, 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 a 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 followed by a personal conference between the teacher and the observer, 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.
- 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 Board.
  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 One Hundred Sixty Dollars (\$160.00) in 2006-2007, One Hundred Seventy Dollars (\$170.00) in 2007-2008, and One Hundred Eighty Dollars (\$180.00) in 2008-2009, (2) For special projects, at a rate per day as agreed to between the Superintendent and the individual teacher, which rate shall be not less than One Hundred Sixty Dollars (\$160.00) in 2006-2007, One Hundred Seventy Dollars (\$170.00) in 2007-2008, and One Hundred Eighty Dollars (\$180.00) in 2008-2009; (3) For projects equivalent to the tasks performed by the individual during the established employment year at the individual teacher's per diem rate; and (4) 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 Fifteen Thousand Dollars (\$15,000.00) 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 persons covered by this Agreement for the fiscal years of this Agreement shall be as set forth in Appendix A.
- 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.
- C. Teachers shall be paid on an optional basis of either twenty-two (22) or twenty-six (26) equal payments. 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-six (26) payments are desired.
- D. The Board shall mail the paychecks of teachers who elect and may have pursuant to town accounting practices the twenty-six (26) payment basis to the summer address of each teacher who requests mailing, provided the request is in writing, the teacher provides stamped self-addressed envelopes, and the request and envelopes have been submitted at least thirty (30) days prior to the last day of school for teachers.
- E. The Board agrees to adopt the Teacher's Contract of Employment, the Teacher's Individual Contract 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 September 1 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.

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.

- 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.
- M. Teachers who hold National Teacher Certification as conferred by the National Board for Professional Teaching Standards on October 1 of any year shall receive an annual stipend of \$2,500.00 for that year and every year for which they hold a valid National Teacher certificate.
- N. The parties agree to engage in a good faith discussion over the advisability of revising the salary structure and/or phase out the current step structure, to provide alternative career paths for teachers, with different levels of compensation based on demonstrated achievement of specified teaching competencies, and to provide leadership opportunities for teachers with specific skills and/or competencies. Such good faith discussion shall consider changes to Article 9, Article 10(A), (B) and (H) and the Salary Schedule, and shall occur as follows:
1. Prior to the effective date of this Agreement, the parties agreed that the Board would appoint four members and that the Association would appoint four members to the Knowledge and Skills Based Compensation Committee by November 1, 2005. The members of this Committee will report back to the Board and the Association by November 1, 2006. If there is not unanimous agreement in the Committee on a report on whether and/or how to achieve the goals above, members of the Committee (individually or in smaller groups) may file separate reports with the Board and the Association.
  2. Mutual agreement on changes to Article 9, Article 10(A), (B) and (N) and the Salary Schedule may be formalized in writing by mutual agreement of the parties. Absent agreement between the Board and the Association on whether and/or how to achieve the goals set forth above, the parties agree that the issues, if any, of what modifications shall be made in the collective bargaining agreement as regards teacher compensation, alternative career paths and leadership opportunities for teachers shall be subject to the salary reopener set forth in Article 32.
  3. The following provisions may apply to the above-described discussion, negotiation and arbitration, if any:
    - a. The parties shall discuss the concept of a dual system where the current salary framework (including step movement and a negotiated general wage increase) would be available to tenured teachers who elect to remain in the current framework and a new framework, if any, concerning teacher compensation (including Article 9, Article 10(A) and (B), and the Salary Schedule, if any) would apply to all non-tenured teachers and newly hired teachers.

- b. The parties shall discuss whether the new compensation system, if any, shall provide for salary classification based on four categories, i.e. Novice, Competent, Accomplished and Master, whether teachers shall remain within a category for at least the following number of years: Novice (4 years), Competent (3 years), Accomplished (4 years), whether teachers may move to the next higher category only after demonstrating proficiency of the next level as set out in the Connecticut Common Core of Teaching, and whether for unit members whose professional responsibilities are not addressed through the CCT, there shall be alternative standard(s) for movement to higher categories.
- c. The parties shall also discuss whether the new compensation system, if any, shall provide that teachers in the Novice category who receive a grade of 3 or 4 on the BEST assessment shall be placed in the Competent category in the following year.
- d. The parties shall discuss whether and under what circumstances teachers in the new compensation system, if any, may receive additional stipends based on achievement of formal degrees beyond the BA.

## ARTICLE 10

### EXTRA DUTIES

- A. Program Associates in positions not requiring an administrative certificate shall be paid over their regular teaching salaries an additional Three Thousand Eight Hundred Four Dollars (\$3,804.00) for 2006-07, and an additional Three Thousand Nine Hundred Thirty Seven (\$3,937.00) for 2007-08, provided their employment year shall be seven (7) days more than the base employment year established by the Board for teachers. This provision shall be subject to the reopener negotiations set forth in Article 32.
- B. Learning Facilitators at all levels and in all programs shall be paid over their regular teaching salaries an additional Three Thousand Five Hundred Ten Dollars (\$3,510.00), for 2006-07, and an additional Three Thousand Six Hundred Thirty Three Dollars (\$3,633.00) for 2007-08, provided their employment year shall be seven (7) days more than the base employment year established by the Board for teachers. This provision shall be subject to the reopener negotiations set forth in Article 32.
- C. Engagement in extra duties for additional compensation as set forth in Appendices B and C shall be voluntary.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. Existing and new BEST mentors shall be paid Seven Hundred and Fifty Dollars (\$750) 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 BEST mentor for more than two (2) teachers shall also be paid this stipend. This provision shall be subject to the reopener negotiations set out in Article 32.

## ARTICLE 11

### INSURANCE BENEFITS

During the open enrollment period, each teacher shall select whether to waive insurance benefits or to participate in Plan I or Plan II or other plan that is offered by the Town.

#### A. Plan I:

The Board shall provide the following insurances to participating teachers on the conditions set forth below:

1. 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.
2. In 2006-2007, the Board shall pay ninety percent (90%) of the premium costs, and the teacher shall pay ten percent (10%) of the premium costs as of each policy anniversary date for a preferred provider organization ("PPO") plan as more particularly described in the plan documents and as summarized in Appendix D to this Agreement, and of the premium costs for a dental plan having benefits equal to or better than the dental benefits provided under the 1997-2000 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%). In 2007-2008, these percentage shares of premium costs shall be eighty-nine percent (89%) for the Board and eleven percent (11%) for the teacher, and in 2008-2009 these percent shares of premium costs shall be eighty-eight percent (88%) for the Board and twelve percent (12%) for the teacher.

B. Plan II:

The Board shall provide the following insurances to participating teachers who elect such coverage on the conditions set forth below:

1. 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.
2. The Board shall pay ninety-three percent (93%) of the premium costs, and the teacher shall pay seven percent (7%) of the premium costs as of each policy anniversary date for an exclusive provider organization plan ("EPO") as more particularly described in the plan documents, which shall be the same as the PPO in-network benefits, summarized in Exhibit D to this Agreement, and the same percentage of the premium costs as described above as of each policy anniversary date for a dental plan having benefits equal to or better than the dental benefits provided under the 1997-2000 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%). The Board reserves the right to increase its percentage contribution for this plan, with a concomitant reduction in the teachers' percentage contribution. There shall be no out-of-network benefits in the EPO.

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 Plan I, Plan II and the additional options set forth above:

1. Participating unit members shall make an annual election between plans. 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 unit member's marriage or divorce.
  - b. The death of the unit member's spouse or dependent.
  - c. The birth or adoption of a child of the unit member.
  - d. Termination of employment or commencement of employment of the unit member's spouse.
  - e. The unit 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 unit member or spouse.

- g. Separation from service.
  - h. A significant change in the health coverage of the unit member or spouse due to the spouse's employment.
2. If the unit members wish to change medical 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. Unit members participating under either Plan I, Plan II or any of the additional options will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Unit member deposits 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. Commencing July 1, 2006, all teachers covered under a health insurance plan offered by the Board shall be covered by the formulary prescription drug plan contained in Appendix D to this Agreement. The Board shall pay the same percentage of the premium costs, and the teacher shall pay the same percentage of the premium costs as for the PPO plan described above as of each policy anniversary date for such formulary prescription drug plan.
  - I. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.
  - J. 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.
  - K. The teacher contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered teacher based on individual, couple or family premiums as appropriate.
  - L. Insurance benefits shall not be provided for a teacher who teaches less than one-half (1/2) time.
  - M. 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.

## ARTICLE 12

### ACCUMULATED SICK LEAVE PAYABLE ON RETIREMENT

- A. Each teacher who was 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 (½) 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 (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 (by marriage or civil union), son, daughter, sister, brother, mother, father 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 four 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 (by marriage or civil union), son, daughter, sister, brother, mother, father 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.

[NOTE: Based on this change, the provision for discretionary leave in the Teachers' Handbook shall be deleted.]

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, 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, as included in the most current revision of the Teachers' Handbook.

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 by marriage or civil union, 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.
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.
3. Any teacher, or group of teachers, or the Association, shall have the right at any time to present any grievance to such persons and through such channels as are designated for that purpose herein.

#### 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 file a written request for informal discussion and 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. Whenever either side advises the other that no further informal discussions are to be held, the administrator involved shall, within ten (10) days of such advice, respond in writing to the aggrieved person with a copy to the Association's Professional Rights and Responsibilities Committee Chairperson.
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 Chairperson of the Professional Rights and Responsibilities Committee.
3. The solution arrived at shall not be binding until approved by the Superintendent or the Deputy Superintendent.

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, or if no response has been rendered within ten (10) days of the advice that informal discussions are ended, he/she may submit his/her claim as a formal grievance in writing to his/her principal or appropriate director.
  - b. The principal or director shall within ten (10) days render his/her decision and the reasons therefor in writing to the aggrieved person, with a copy to the Association's Professional Rights and Responsibilities Committee Chairperson and the Superintendent of Schools.
  - c. This decision shall not be binding until approved by the Superintendent or the Deputy Superintendent.
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 with the Chairman of the Professional Rights and Responsibilities Committee of the Association within ten (10) days after the decision at Level One or twenty (20) days after the grievance was presented - whichever is sooner.

- b. Within fifteen (15) days after receiving the written grievance, the Professional Rights and Responsibilities Committee will file the grievance with the Superintendent if the aggrieved person is not satisfied with the Level One response.
  - c. 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 Association's sponsorship 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 again with the Chairman of the Association's Professional Rights and Responsibilities Committee within five (5) days after a decision by the Superintendent, or fifteen (15) days after the hearing with the Superintendent - whichever is sooner.
  - b. Within fifteen (15) days after receiving the written grievance, the Professional Rights and Responsibilities Committee will file the grievance with the Board if the aggrieved person is not satisfied with the Level Two response.
  - c. The Board of Education or, if delegated, a subcommittee of the Board shall represent the Administration at Level Three of the grievance procedure. Within ten (10) days after receipt of written notice of the Association's sponsorship 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 ten (10) days after a decision by the Board or within twenty (20) days after the hearing by the Board- whichever is sooner, in which case the parties shall proceed in accordance with such of the remaining paragraphs of this Section as are applicable.
  - b. Within ten (10) days, the Association shall determine whether or not to submit the grievance to arbitration and shall, if the grievance is to be submitted, so notify the Board in writing. After such written notice, the Association shall then file a demand for arbitration within ten (10) days with simultaneous written notice to the Board.
  - c. The designee of the Board and the designee of the Association shall, within five (5) days after such written notice, 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 within five (5) days, the American Arbitration Association shall immediately 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, Three and Four 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.

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 One Hundred Fifty-Six Thousand and Two Hundred Ninety-Six Dollars (\$156,296) in 2006-2007 and One Hundred Sixty-One Thousand Six Hundred Ten Dollars (\$161,610) in 2007-2008 (which amount shall be further increased by the general wage increase in

2008-2009) for Tuition Reimbursements and Educational Development Leaves of which not less than One Hundred Twenty Thousand Dollars (\$120,000) shall be allocated for Tuition Reimbursements which meet the requirements of this Article.

- 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.
  2. Upon receipt of all required information, the Board shall reimburse the teacher for up to Three Hundred Dollars (\$300.00) 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 One Hundred Sixty Dollars (\$160.00) in 2006-2007, One Hundred Seventy Dollars (\$170.00) in 2007-2008, and One Hundred Eighty Dollars (\$180.00) in 2008-2009 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 BEST 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, at least thirty (30) 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 in each school 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. Individual notifications will be made during the summer months for those teachers who have previously indicated in writing to the Director of Human Resources an interest in a specific position provided the teacher provides an addressed, stamped envelope.
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.
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 age, race, creed, color, religion, nationality, sex, marital status, 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.
- 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 70% of the teacher's per diem or hourly rate. This compensation shall be subject to the reopener negotiations as set forth in Article 32.
- 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

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.

## 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

### CERTIFICATION COMPLIANCE

The Board shall comply with the certification regulations of the State Board of Education as such regulations exist from time to time.

## ARTICLE 25

### 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.
- 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. 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. If the teacher disagrees with any material the teacher shall submit a written notation regarding such material, which shall be attached to the file copy of the material in question. 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. If the teacher is asked to sign material placed in his/her file, the teacher shall sign and such signature shall be understood only to indicate his/her awareness of the material.
- D. 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. After July 1, 1993, 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.

## ARTICLE 26

### 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.

## ARTICLE 27

### 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 28

### 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 29

### 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 30

### 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 31

#### 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 20th 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 1st.
- 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 1st 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 1st 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 1st, 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 17th, 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 32

DURATION

The provisions of this Agreement shall be effective as of July 1, 2006, and shall continue and remain in full force and effect until June 30, 2009, provided that Article 9, Article 10(A), Article 10(B), Article 10(H), Article 21(D), Appendix A, Appendix B, Appendix C shall be subject to reopener negotiations for the year commencing July 1, 2008. The parties shall commence such bargaining in accordance with the time table established in Sections 10-153a to 10-153r of the Connecticut General Statutes.

Dated at Greenwich, Connecticut, this \_\_\_\_ day of \_\_\_\_, 2006.

GREENWICH EDUCATION ASSOCIATION

GREENWICH BOARD OF EDUCATION

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**APPENDIX A**

**2006-2007 SALARY SCHEDULES**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6th Year</b>	<b>DOCTORATE</b>
1	44,707	49,473	54,246	57,808
2	46,728	51,568	56,419	60,040
3	49,149	53,995	58,830	62,459
4	51,568	56,419	61,256	64,912
5	53,995	58,830	63,671	67,303
6	56,416	61,256	66,092	69,723
7	58,830	63,671	68,505	72,136
8	61,255	66,093	70,940	74,567
9	63,671	68,505	73,355	76,985
10	65,029	70,940	75,776	79,411
11	68,817	73,355	78,198	81,717
12	70,160	75,776	80,621	84,253
13	73,058	78,198	83,043	86,674
14		80,621	85,464	89,093
15		82,348	87,880	91,516
16		83,944	89,757	93,477
17		85,907	91,504	95,285
18			93,627	97,469

BA: Teachers shall advance one step on the schedule  
MA: Teachers shall advance one step on the schedule  
6<sup>TH</sup> YEAR: Teachers shall advance one step on the schedule  
DOCTORATE: Teachers shall advance one step on the schedule

**2007-2008 SALARY SCHEDULES**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>6th Year</b>	<b>DOCTORATE</b>
1	46,272	51,205	56,145	59,831
2	48,363	53,373	58,394	62,141
3	50,869	55,885	60,889	64,645
4	53,373	58,394	63,400	67,184
5	55,885	60,889	65,899	69,659
6	58,391	63,400	68,405	72,163
7	60,889	65,899	70,903	74,661
8	63,399	68,406	73,423	77,177
9	65,899	70,903	75,922	79,679
10	67,305	73,423	78,428	82,190
11	71,226	75,922	80,935	84,577
12	72,616	78,428	83,443	87,202
13	75,615	80,935	85,950	89,708
14		83,443	88,455	92,211
15		85,230	90,956	94,719
16		86,882	92,898	96,749
17		88,914	94,707	98,620
18			96,904	100,880

BA: Teachers shall advance one step on the schedule  
 MA: Teachers shall advance one step on the schedule  
 6<sup>TH</sup> YEAR: Teachers shall advance one step on the schedule  
 DOCTORATE: Teachers shall advance one step on the schedule

**2008-2009 SALARY SCHEDULES**

Subject to negotiations in accordance with Article 32.

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.

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APPENDIX B

Sport	Team	Gender	Season	Coach	Level	Index	3.50%	3.50%
							2006-07 Rate	2007-08 Rate
Football	Varsity	M	Fall	Head	I	100	7,252	7,506
Football	Varsity	M	Fall	Assistant	I	70	5,076	5,254
Football	Varsity	M	Fall	Assistant	I	70	5,076	5,254
Football	Varsity	M	Fall	Assistant	I	70	5,076	5,254
Football	JV	M	Fall	Head	I	70	5,076	5,254
Football	Sophomore	M	Fall	Head	I	70	5,076	5,254
Football	Sophomore	M	Fall	Assistant	I	50	3,626	3,753
Football	Freshman	M	Fall	Assistant	I	50	3,626	3,753
Football	Freshman	M	Fall	Head	I	55	3,989	4,129
Basketball	Varsity	F	Winter	Head	II	100	6,165	6,381
Basketball	Varsity	M	Winter	Head	II	100	6,165	6,381
Basketball	JV	F	Winter	Head	II	70	4,314	4,465
Basketball	JV	M	Winter	Head	II	70	4,314	4,465
Basketball	Freshman	F	Winter	Head	II	55	3,390	3,509
Ice Hockey	Varsity	F	Winter	Head	II	100	6,165	6,381
Ice Hockey	Varsity	F	Winter	Assistant	II	60	3,698	3,827
Ice Hockey	Varsity	M	Winter	Head	II	100	6,165	6,381
Ice Hockey	Varsity	M	Winter	Assistant	II	60	3,698	3,827
Ice Hockey	JV	M	Winter	Head	II	70	4,314	4,465
Swimming	Varsity	F	Fall	Head	II	100	6,165	6,381
Swimming	Varsity	F	Fall	Assistant	II	60	3,698	3,827
Swimming	Varsity	M	Winter	Head	II	100	6,165	6,381
Swimming	Varsity	M	Winter	Assistant	II	60	3,698	3,827
Swimming	JV	F	Fall	Head	II	70	4,316	4,467
Swimming	JV	M	Winter	Head	II	70	4,316	4,467
Wrestling	Varsity	M	Winter	Head	II	100	6,165	6,381
Wrestling	Varsity	M	Winter	Assistant	II	60	3,698	3,827
Wrestling	Varsity	M	Winter	Assistant	II	60	3,698	3,827
Baseball	Varsity	M	Spring	Head	III	100	5,439	5,629
Baseball	JV	M	Spring	Head	III	70	3,805	3,938
Basketball	Freshman	M	Winter	Head	II	55	3,390	3,509
Baseball	Freshman	M	Spring	Head	III	55	2,992	3,097
Bowling	Varsity	F/M	Winter	Head	III	100	5,439	5,629
Cross Country	Varsity	F/M	Fall	Head	III	100	5,439	5,629
Cross Country	Varsity	F/M	Fall	Assistant	III	60	3,263	3,377
Fencing	Varsity	F/M	Winter	Head	III	100	5,439	5,629
Field Hockey	Varsity	F	Fall	Head	III	100	5,439	5,629

3.50% 3.50%

Sport	Team	Gender	Season	Coach	Level	Index	2006-07 Rate	2007-08 Rate
Field Hockey	JV	F	Fall	Head	III	70	3,805	3,938
Field Hockey	Freshman	F	Fall	Head	III	55	2,992	3,097
Gymnastics	Varsity	F	Winter	Head	III	100	5,439	5,629
Gymnastics	Varsity	F	Winter	Assistant	III	60	3,263	3,377
Indoor Track	Varsity	F/M	Winter	Head	III	100	5,439	5,629
Indoor Track	Varsity	F/M	Winter	Assistant	III	60	3,263	3,377
Lacrosse	Varsity	F	Spring	Assistant	III	60	3,263	3,377
Lacrosse	Varsity	F	Spring	Head	III	100	5,439	5,629
Lacrosse	Varsity	M	Spring	Head	III	100	5,439	5,629
Lacrosse	Varsity	M	Spring	Assistant	III	60	3,263	3,377
Lacrosse	JV	F	Spring	Head	III	70	3,805	3,938
Lacrosse	JV	M	Spring	Head	III	70	3,805	3,938
Lacrosse	Freshman	F	Spring	Head	III	55	2,992	3,097
Lacrosse	Freshman	M	Spring	Head	III	55	2,992	3,097
Rugby	Varsity	M	Spring	Head	III	100	5,439	5,629
Rugby	JV	M	Spring	Head	III	70	3,805	3,938
Site Director		M/F	Winter		III	100	5,439	5,629
Skiing	Varsity	F/M	Winter	Head	III	100	5,439	5,629
Skiing	Varsity	F/M	Winter	Assistant	III	60	3,263	3,377
Skiing	JV	F/M	Winter	Head	III	70	3,805	3,938
Soccer	Varsity	F	Fall	Head	III	100	5,439	5,629
Soccer	Varsity	M	Fall	Head	III	100	5,439	5,629
Soccer	JV	F	Fall	Head	III	70	3,805	3,938
Soccer	JV	M	Fall	Head	III	70	3,805	3,938
Soccer	Freshman	F	Fall	Head	III	55	2,992	3,097
Soccer	Freshman	M	Fall	Head	III	55	2,992	3,097
Softball	Varsity	F	Spring	Head	III	100	5,439	5,629
Softball	JV	F	Spring	Head	III	70	3,805	3,938
Softball	Freshman	F	Spring	Head	III	55	2,992	3,097
Track & Field	Varsity	F	Spring	Head	III	100	5,439	5,629
Track & Field	Varsity	F	Spring	Assistant	III	60	3,263	3,377
Track & Field	Varsity	M	Spring	Head	III	100	5,439	5,629
Track & Field	Varsity	M	Spring	Assistant	III	60	3,263	3,377
Track & Field	Freshman	M/F	Spring	Head	III	55	2,992	3,097
Track & Field	Freshman	M/F	Spring	Head	III	55	2,992	3,097
Volleyball	Varsity	F	Fall	Head	III	100	5,439	5,629
Volleyball	Varsity	M	Spring	Head	III	100	5,439	5,629
Volleyball	JV	F	Fall	Head	III	70	3,805	3,938

**3.50%    3.50%**

<b>Sport</b>	<b>Team</b>	<b>Gender</b>	<b>Season</b>	<b>Coach</b>	<b>Level</b>	<b>Index</b>	<b>2006-07 Rate</b>	<b>2007-08 Rate</b>
Volleyball	JV	M	Spring	Head	III	70	3,805	3,938
Volleyball	Freshman	F	Fall	Head	III	55	2,992	3,097
Water Polo	Varsity	F	Spring	Head	III	100	5,439	5,629
Waterpolo	Varsity	M	Fall	Head	III	100	5,439	5,629
Waterpolo	JV	M	Fall	Head	III	70	3,805	3,938
Golf	Varsity	M	Spring	Head	IV	100	4,353	4,505
Golf	Varsity	F	Spring	Head	IV	100	4,353	4,505
Golf	JV	M	Spring	Head	IV	70	3,048	3,155
Sailing	Varsity	F/M	Spring	Head	IV	100	4,353	4,505
Sailing	JV	F/M	Spring	Head	IV	70	3,048	3,155
Site Director		M/F	Fall		IV	100	4,353	4,505
Site Director		M/F	Spring		IV	100	4,353	4,505
Tennis	Varsity	F	Spring	Head	IV	100	4,353	4,505
Tennis	Varsity	M	Spring	Head	IV	100	4,353	4,505
Tennis	JV	F	Spring	Head	IV	70	3,048	3,155
Tennis	JV	M	Spring	Head	IV	70	3,048	3,155
Cheerleading	Varsity	F	Winter	Head	V	100	3,263	3,377
Cheerleading	Varsity	F	Fall	Head	V	100	3,263	3,377
Cheerleading	JV	F	Fall	Head	V	70	2,285	2,365
Cheerleading	JV	F	Winter	Head	V	70	2,285	2,365
Cheerleading	Freshman	F	Fall	Head	V	55	1,795	1,858
Cheerleading	Freshman	F	Winter	Head	V	55	1,795	1,858

SALARY SCHEDULE - INTERSCHOLASTIC ATHLETICS

Non-Indexed Related Positions:

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	<b>2006-07</b>	<b>2007-08</b>
<u>Basketball</u>		
Seller/Manager	\$101	\$105
Ticket Seller	\$92	\$95
Ticket Taker	\$78	\$81
Crowd Supervisor	\$78	\$81
<u>Football</u>		
Announcer	\$97	\$100
Ticket Manager	\$149	\$154
Ticket Seller	\$101	\$105
Ticket Taker	\$78	\$81
Supervisor	\$89	\$92
<u>Ice Hockey</u>		
Seller/Manager	\$101	\$105
Ticket Taker	\$78	\$81
Supervisor	\$87	\$90
<u>Crowd Control</u>		
Interscholastic Supervisor (day)	\$57	\$59
Interscholastic Supervisor (night)	\$78	\$81

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All extra duty contracts of a full year duration shall be paid in two (2) equal payments.

All single session or season activities shall be paid as close to completion as is reasonably possible.

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NOTE: THE COMPENSATION FOR EACH NON-INDEXED RELATED POSITION IS AS STATED AND SHALL NOT BE INCREASED BY ANY EXPERIENCE FACTOR

APPENDIX B

SALARY SCHEDULE INTRAMURALS 2006-2009

**2006-2007      2007-2008**

Middle School

Sport Director	\$4,461	\$4,617
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(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	\$89	\$92
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Team Supervisor (per session)*	\$72	\$75
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The “Interscholastic Competitive Team Coach” identified in Appendix B will apply to both A and B team coaches.

High School

Program Coordinator-school wide, full year	\$2,230	\$2,308
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Activity supervisor-(per session)*	\$72	\$75
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\*Session- an activity period not to exceed two (2) hours including preparation.

**APPENDIX C**  
**STUDENT ACTIVITIES**

All positions on Appendix C shall be increased by the general wage increase in 2006-2007 and 2007-2008, and this Appendix C shall be subject to reopener negotiations for the year commencing July 1, 2008.

<b>Dollars per point</b>		<b>\$58</b>	<b>\$60</b>
<b>Activity</b>	<b>Points</b>	<b>2006-2007</b>	<b>2007-2008</b>
Honors Choir	79	\$4,582	\$4,740
Senior Advisor (2)	72	\$4,176	\$4,320
Junior Advisor (2)	52	\$3,016	\$3,120
Sophomore Advisor (2)	45	\$2,610	\$2,700
Freshman Advisor (2)	25	\$1,450	\$1,500
SRO	58	\$3,364	\$3,480
HS Yearbook	*	\$5,789	\$5,992
HS Newspaper	66	\$3,828	\$3,960
HS Magazine	*	\$2,363	\$2,446
HS Debate	72	\$4,176	\$4,320
HS Math Team	44	\$2,552	\$2,640
HS Science Teams	65	\$3,770	\$3,900
HS Science Research	64	\$3,712	\$3,840
HS Robotics	80	\$4,640	\$4,800
HS Mock Trial	47	\$2,726	\$2,820
HS Model UN	50	\$2,900	\$3,000
HS Student Government	54	\$3,132	\$3,240
HS Hand in Hand	42	\$2,436	\$2,520
HS YWNET	42	\$2,436	\$2,520
HS Drama 1	92	\$5,336	\$5,520
HS Drama 2	92	\$5,336	\$5,520
HS Drama 3	92	\$5,336	\$5,520
HS Broadway Workshop	80	\$4,640	\$4,800
HS Musical	*	\$6,694	\$6,928
HS Music Director	70	\$4,060	\$4,200
HS Band	98	\$5,684	\$5,880
HS Choral	71	\$4,118	\$4,260
HS Dance Team	46	\$2,668	\$2,760
MS Yearbook (3)	54	\$3,132	\$3,240
MS Theater Arts (3)	91	\$5,278	\$5,460
EL Theater Arts (11)	*	\$1,245	\$1,289

\* The point system does not apply.

<b>Annual allocation</b>	<b>2006-2007</b>	<b>2007-2008</b>
Middle School (3 schools)	\$5,018	\$5,194
Elementary Schools (11 schools)	\$1,482	\$1,534

## 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 elementary and middle 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)

#### 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.

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APPENDIX D  
SUMMARY OF PPO AND EPO BENEFITS  
(PPO HAS IN-NETWORK AND OUT-OF-NETWORK BENEFITS; EPO HAS ONLY IN-NETWORK BENEFITS)

Summary of Covered Services	In-Network Benefits	Out-of-Network Benefits
<b>Inpatient Hospital Services</b> -Semi private room, medically necessary private room, maternity, biological mental health, rehabilitation, covers hospital services and supplies, fertility services (as covered by CIGNA), dental surgery (performed in hospital)	Covered in full subject to pre-admission review, concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
<b>Outpatient Hospital Services</b> -Operating and recovery room, surgeons fees, lab, x-ray, dialysis, radiation chemo., fertility services (as covered by CIGNA), dental surgery (performed in hospital), etc...	Covered in full subject to pre-admission review, concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
<b>Inpatient Mental and Substance Abuse</b> - Non-biological mental health-	Covered for up to 60 days per year and go partial days reflecting separate maximums. Subject to pre-admission review, concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
Substance abuse- Includes current state mandates	Covered for up to 45 days per year and 45 partial days reflecting separate maximums. S.t. pre-admission and concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
<b>Emergency Care</b> - Emergency room-	Covered subject to a \$50 co-pay for medically necessary care.	Covered subject to a \$25 co-pay for medically necessary care.
Walk in care-Urgent care center, walk in center or physicians office. (not including doctor based)	Covered subject to a \$10 co-pay for medically necessary care.	Covered subject to a \$10 co-pay for medically necessary care.

\*Fertility services as covered by CIGNA includes vitro, gift, zift to a maximum of three (3) attempts.

<b>Ambulance</b> (land and air)-	Covered in full if medically necessary or ordered by medical provider; 80% otherwise.	Covered in full if medically necessary or ordered by medical provider; 80% otherwise.
<b>Outpatient Mental Health-</b>	Covered subject to a \$25 co-pay for up to 30 visits per year.	Covered subject to out-of-network cost shares and managed care requirements.
<b>Durable Medical Equipment and medical supplies-</b> Including hearing aid.	Covered in full. Some durable equipment subject to deductible and co-insurance.	Covered subject to out-of-network cost shares and managed care requirements.
<b>Home Health and Hospice-</b>	Unlimited. Hospice requires a determination of patient being in last six months of life.	Covered subject to out-of-network costs and managed care requirements.
<b>Skilled Nursing Facility-</b>	Covered up to 120 days per year.	Covered subject to out-of-network costs and managed care requirement.
<b>Eligibility-</b>	Employee, spouse, dependents and court order support Dependent to 26	Same
<b>Noncompliance Penalty-</b>	\$400 per event	\$400 per event
<b>Deductible-</b>	None	\$200/\$400/\$500
<b>Coinsurance-</b>	None	\$800/\$1,600/\$2,000
<b>Maximum out of Pocket</b>	Sum of co-pays	Sum of deductible, coinsurance and UCR short falls.
<b>Payment Basis-</b>	Negotiated fee	90th percentile UCR
<b>Lifetime Maximum-</b>	Unlimited	\$1 million
<b>Dental-</b> Benefits as provided under 1997-2000 agreement except dental services provided in hospital under medical plan and maximum for Class C services \$1,500/year and preventive dental 100%		

<b>TMJ</b>	Appliances medical TMJ under dental	Covered subject to out-of-network cost shares and managed care requirements.
Diabetes equipment and training	Covered	Covered subject to out-of-network cost shares and managed care requirements.
<b>Physicians Services-</b>		
Medical Care Biologically based mental illness	Covered subject to a \$15 co-pay	Covered subject to out-of-network cost shares
Allergy Care	Covered subject to a \$15 co-pay for examinations, \$0 for injections. (Physician communication to clarify the distinction of this benefit)	Covered subject to out-of-network cost shares.
Well Child Care	Covered subject to a \$15 co-pay to age 21. Covered annually subject to a \$15 co-pay	Covered subject to out-of-network cost shares.
Adult Physical Examinations	Covered annually subject to a \$15 co-pay Covered subject to a \$15 co-pay	Covered subject to out-of-network costs shares.
Routine Mammography	Covered subject to a \$15 co-pay	Covered subject to out-of-network costs shares.
Routine Gynecology	Covered subject to a \$15 co-pay	Covered subject to out-of-network costs shares.
Vision and hearing screening	\$15 co-pay; once each in every 24 months	Covered subject to out-of-network costs shares.
<b>Outpatient Therapy Services-</b> OT/PT/Chiro./Cardiac	Covered subject to \$15 co-pay. No limit on PT or speech, Chiro. and OT have 20 visit limit	Covered subject to out-of-network costs shares.

<p><b>Prescription Drug Benefits-</b> Legend prescription drugs including birth control</p>	<p>Town plan as follows:</p> <p>\$ 5 Generic Drug Co-payment \$15 Preferred Brand Name Drug Co-payment \$30 Co-payment for all other drugs per prescription</p> <p>Mandatory Mail Order for maintenance medications after 2 retail</p> <p>Mail Order co-pay at 2X retail co-pay for up to 90 day supply</p> <p>Unlimited Maximum per Member, per Calendar Year</p> <p>Mandatory generic substitution with override.</p>	<p>Covered subject to out-of-network costs shares.</p>
<p><b>Maternity Care-</b> Pre and post natal care</p>	<p>Covered in full \$15 co-pay first visit</p>	<p>Covered subject to out-of-network cost shares.</p>

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**APPENDIX E**

**Current School/Assign.:  
Degree/Step:**

**INDIVIDUAL CONTRACT**

**BOARD OF EDUCATION  
Greenwich, Connecticut**

**TEACHER'S CONTRACT OF EMPLOYMENT**

Contract of Employment, entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Education in the Town of Greenwich, Connecticut, ("Board") and \_\_\_\_\_ ("Teacher").

In consideration of the mutual agreements contained in this contract, and intending to be bound legally, the parties agree as follows:

The Board employs the Teacher and the Teacher accepts employment under the direction of the Board and the Superintendent of Schools as a Teacher in the public schools of Greenwich, Connecticut, initially for the school year commencing \_\_\_\_\_\*, 20\_\_\_\_, and ending June 30, 20\_\_\_\_, unless otherwise stated in the Collective Bargaining Agreement between the Board and the exclusive collective bargaining representative for all Teachers.

The Board shall pay and the Teacher shall accept a salary based upon the appropriate rate contained in the Collective Bargaining Agreement between the Board and the exclusive bargaining representative for all Teachers. Payment shall be made subject to all required deductions. Payment shall be made in either 22 or, if allowed, 26 periodic installments as selected by the Teacher. The Administration shall notify each Teacher by June 1st 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 22 or 26 payments are desired.

Termination and renewal of this contract shall be as provided by statute as such statute now exists and may from time to time be amended. This contract may also be terminated at any time by mutual consent of the parties.

This contract is subject to the statutes of the State of Connecticut, as amended, the rules of this Board of Education, as revised, and the Collective Bargaining Agreement between the Board and the exclusive bargaining representative for all Teachers, as it exists, from time to time.

BOARD OF EDUCATION, Greenwich, CT

\_\_\_\_\_  
Teacher

By: \_\_\_\_\_  
Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Insert as date the first day of Teacher's work year.

WHITE-HUMAN RESOURCES   PINK-PAYROLL   YELLOW-PRINCIPAL   GOLD-TEACHER

Degree/Step/Location

**GREENWICH PUBLIC SCHOOLS**  
**Havemeyer Building**  
**290 Greenwich Avenue**  
**Greenwich, Connecticut 06830**

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

Dear \_\_\_\_\_:

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 \_\_\_\_\_\*,20\_\_ and ending June 30, 20\_\_, will be \$ \_\_\_\_\_\*\* in \_\_\_\_\_\*\*\* (22 or, if allowed, 26) periodic installments, 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 sign this notification and return the white and yellow copies to the Office of Human Resources within ten days of the date of this letter.

Sincerely,

Superintendent of Schools

NAME: \_\_\_\_\_  
Employee's Signature

DATE: \_\_\_\_\_

\* Insert as date the first day of Teacher's work year.

\*\* Includes longevity, if applicable.

\*\*\* Please indicate if 22 or 26 payments are desired. We will advise you if 26 payments are not permitted.

HUMAN RESOURCES-WHITE COPY      PAYROLL-YELLOW COPY      TEACHER-PINK COPY

APPENDIX F-1 (amended July 2002)

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.