

AGREEMENT

Between the

GREENWICH BOARD OF EDUCATION

And the

GREENWICH ORGANIZATION OF SCHOOL ADMINISTRATORS



2010-2013

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AGREEMENT entered into effective as of July 1, 2010 by and between the BOARD OF EDUCATION OF THE TOWN OF GREENWICH ("Board") and the GREENWICH ORGANIZATION OF SCHOOL ADMINISTRATORS ("GOSA").

IN CONSIDERATION of the agreements between the parties contained in this instrument, and intending to be bound legally, the parties agree as follows:

PREAMBLE{ TC "PREAMBLE" \f C \l "2" }

The parties hereby affirm it to be their mutual intent and common goal to provide superior education through the effective utilization of resources including staff and facilities.

The parties understand and accept that to achieve this common goal they necessarily must observe the following standards and practices:

1. Administrators are responsible for enforcing Board policies at the school level. As members of the professional administrative staff they are expected to make constructive contributions toward the administration of the entire school system.
2. There shall be participation, consultation and, when appropriate, negotiations between the parties in the formulation and modification of personnel policies and regulations which directly affect the conditions of employment of Administrators.
3. Administrators will be expected to participate in staff development activities.
4. When any management prerogative is exercised so as to substantially affect the wages, hours or other conditions of employment of the Administrators, the parties shall enter into negotiations pursuant to Section 10-153a, et. seq. of the Connecticut General Statutes as amended from time to time.

ARTICLE I

RECOGNITION{ TC "ARTICLE IRECOGNITION " \f C \l "1" }

Subject to and in accordance with the provisions of §10-153a through §10-153m of the General Statutes of the State of Connecticut, as amended, the Board recognizes GOSA as the exclusive representative of all certified professional employees ("Administrators") employed, whether or not within the table of organization, and engaged in positions requiring an administrative certificate; provided, however, that only those Administrators whose employment is contemplated to be or actually turns out to be for forty-one (41) or more consecutive days shall be included; and further provided, that temporary substitutes, employees in any position not requiring an administrative certificate, the Superintendent of Schools, employees who act for the Board in personnel relations or budget preparation (e.g., Director of Pupil Personnel Service; Director of Operations; Deputy Superintendent; Assistant Director, Business; Director of Human Resources; and any other employees excluded by law shall not be included).

In the event that the Board establishes a new position which is to be filled by an Administrator represented by GOSA, at the option of the Board, the salary for the position will be established by agreement between the Board and GOSA or will be set by the Board subject to subsequent negotiations with GOSA as to the appropriate salary. Negotiations shall take place within a reasonable period of time after the salary is set by the Board, subject to §10-153f(e) of the Connecticut General Statutes, as amended.

ARTICLE II

EMPLOYMENT YEAR{ TC "ARTICLE IIEMPLOYMENT YEAR" \f C \l "1" }

A. GOSA recognizes that changes in the student school year and, thus, changes in the employment year are not a mandatory subject of negotiation, but can be determined by the

Board unilaterally. The Board recognizes, however, that changes in the employment year are subject to negotiations as to their impact on GOSA.

- B. The employment year for Headmasters, Middle School Principals, Elementary Principals, Assistant Headmaster, Housemasters, Coordinators and Middle School Assistant Principals shall be two hundred twenty-five (225) days.
- C. The employment year for Elementary Assistant Principals shall be two hundred and five (205) days.
- D. The employment year for Program Administrators (Grades 9-12) shall be one hundred ninety-seven (197) days, except that if such an Administrator is new to the district, during any year of this contract, the employment year shall be one hundred ninety-nine (199) days.
- E. If the work year is changed from that which is currently in effect, by state regulation or state statute, or by unilateral Board action, upon request by GOSA, the rate of pay for the revised work year will be established by agreement between the Board and GOSA or will be set by the Board subject to subsequent negotiations with GOSA as to the appropriate rate of pay. Negotiations pursuant to Section 10-153f(e) of the Connecticut General Statutes, as amended, from time to time shall take place within a reasonable period of time after the rate of pay is set by the Board.-
- F. For each Administrator with a scheduled employment year of two hundred twenty-five (225) days or more, days may be added to or subtracted from the established employment year by mutual agreement between the Superintendent and the individual, to be compensated for on the basis of a fraction of the annual salary, the numerator of which fraction is equal to the number of days to be added or subtracted and the denominator of which is equal to the employment year of the particular Administrator; provided, however, that if the

Superintendent is seeking a reduction of greater than five (5) days, the prior approval of GOSA shall be obtained.

- G. For each Administrator with a scheduled employment year of less than two hundred twenty-five (225) days, days may be subtracted from the established employment year by mutual agreement between the Superintendent and the individual, at the individual's per diem rate. For each Administrator with a scheduled employment year of less than two hundred twenty-five (225) days, days may be added to the established employment year by mutual agreement between the Superintendent and the individual, to be compensated for on the basis of a fraction of the annual salary, the numerator of which fraction is equal to the number of days to be added or subtracted and the denominator of which is equal to the employment year of the particular Administrator; provided, however, that if the Superintendent is seeking a reduction of greater than five (5) days, the prior approval of GOSA shall be obtained.
- H. Each Administrator with a scheduled employment year of two hundred twenty-five (225) days or more and each Housemaster employed as of July 1, 2003 shall be entitled in each contract year to one (1) day vacation for each two (2) years of completed service as an Administrator in the Greenwich school system to a maximum of five (5) days without reduction in pay. Vacation days shall be scheduled in accordance with reasonable policies of the administration so as to avoid adversely affecting the Greenwich school system. With the advance approval of the superintendent, administrators may carryover from one (1) contract year to the next up to five (5) days vacation; provided any vacation days in excess of those permitted to be carried over shall be lost without compensation if not used within the contract year.

- I. Any part-time Administrator shall receive his/her salary for the time worked as an Administrator (*e.g.*, .6 FTE is .6 times the administrative work year and corresponding salary). In working the administrative work-year, at the discretion of the Superintendent, for example, instead of working .6 of a day for each day of the week, the Administrator may fulfill the .6 FTE requirements by working equivalent full days but fewer days in the week (*e.g.*, three full days). Effective July 1, 2011, any practice to the contrary notwithstanding, a unit member with a part-time administrative assignment and a part-time teaching assignment will be paid for his or her administrative assignment proportionately based on this contract. This provision shall not apply to a unit member assigned both a part-time administrative and a part-time teaching assignment during the 2010-2011 school year. In other words, a unit member holding a part-time administrative assignment and a part-time teaching assignment during the 2010-2011 school year shall be “grandfathered” under the practice in effect during the 2010-2011 school year.

ARTICLE III{ TC "ARTICLE III SALARIES " \f C \l "1" }

SALARIES

- A. The salaries of all persons covered by this Agreement shall be as set forth in Appendix A.
- B. Each Administrator who was employed as an Administrator in the Greenwich Public School System as of July 1, 1996 and who has twenty (20) or more years of service as a certified staff member in the Greenwich Public School System shall receive a “longevity” payment of one thousand two hundred dollars (\$1,200.00) in each year of this Agreement. Only an Administrator who was employed as an Administrator in the Greenwich Public School System as of July 1, 1996 and is otherwise qualified under this Section shall receive any benefit under this Section. An Administrator who has not attained twenty (20) or more years

of service by July 1, 2016 but is otherwise qualified under this Section shall not receive any benefit under this Section.

C. The Superintendent may, at his/her discretion, in an individual case of unsatisfactory performance take the following action as appropriate:

1. In the case of an Administrator not at maximum, withhold the advancement of a step on the appropriate schedule.

2. In the case of an Administrator at the maximum, hold the Administrator at the salary at which he/she was paid for the preceding school year.

If the Superintendent intends to take action under this Section, he/she shall notify in writing each affected Administrator prior to May 1st.

The withholding of step movement or a salary increase for unsatisfactory performance in accordance with this Section is subject to the provisions of Article XI, Just Cause.

D. The grids for each year of the contract are attached.

E. Each Administrator currently employed in the system shall advance one step on the schedule unless such advancement shall be withheld pursuant to Article III.

F. The annual stipend for the Ph.D/Ed.D shall be \$1,000.

ARTICLE IV

INSURANCE BENEFITS{ TC "ARTICLE IVINSURANCE BENEFITS " \f C \l "1" }

A. During the annual open enrollment period proceeding each July 1, each Administrator shall select whether to waive health insurance benefits or change the health insurance plan in which to participate.

B. Effective July 1, 2010, the following shall apply:

1. Administrators have option to participate in one of the following medical insurance plans: the Preferred Provider Organization (PPO) Plan, the Point of Service (POS) Plan, the Health Savings Account High Deductible (HSA-HD) Plan (January 1, 2008 effective date), the HealthNet \$10 co-pay HMO Plan or HealthNet \$10 co-pay POS Plan . The Board shall pay the following percentage of the cost of the premium or premium equivalent for such plans: eighty-five percent (85%) in 2010-2011 of the PPO/POS, costs, ninety-three (93%) of the HSA-HD cost, and ninety-six percent (96%) of the HealthNet POS or HealthNet HMO cost. The Administrator shall pay the balance of the premium or premium equivalent cost by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). The PPO plan is annexed as Appendix B. The POS plan is annexed as Appendix C. The HSA-HD plan is annexed as Appendix D.
2. Administrators who elect medical coverage under any of the plans, except the HSA-HD medical plan, shall be enrolled in the prescription drug plan as provided in Appendix E. The Board shall pay eighty-five percent (85%) in 2010-2011 of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code.
3. For each Administrator who elects to participate in the HSA-HD, the Board will deposit into the Administrator's HSA account one thousand dollars (\$1,000) for single coverage and two thousand dollars (\$2,000) for couple or family coverage in each year the Administrator selects HSA-HD coverage. Effective January 1, 2010, these amounts will increase to \$1,250 and \$2,500 respectively to hold participants

harmless against the higher deductibles (of \$1,500/\$3,000) that will be effective January 1, 2010. Within thirty (30) days of the Administrator first electing the HSA-HD option, the Board shall deposit into the Administrator's HSA, 100% of the Board's annual contribution; and, for each succeeding year thereafter that the Administrator continues enrollment in the HSA-HD, the Board shall deposit 50% of the Board's annual contribution during the first and seventh month of the plan year. Effective January 1, 2012 (or effective January 1, 2011 upon the written election of GOSA), the Town will no longer offer the Anthem PPO and POS medical plans. The medical plan options available to employees effective January 1, 2012 (or January 1, 2011 if GOSA so elects) are the Anthem HSA-HD, Health Net POS and Health Net HMO. An employee who elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HSA-HD, and is limited to enrolling in the Health Net POS or HMO.

All employees who elect to enroll in the Anthem HSA – HD Plan who are currently enrolled in the Town's Flexible Account Program must expend all funds contributed to their FSA by December 31, 2011 (or December 31, 2010 if GOSA makes the election set forth above) or be limited to participating in one of the HealthNet plan options.

The Town shall make an annual contribution to the employee's Health Savings Account in the amount of \$1,250 for single coverage and \$2,500 for couple or family coverage. The Town shall pay 100% of this annual contribution in January of each plan year; except that an employee who enrolls in the HSA-HD with an effective date other than January 1 shall have the Town contribution pro-rated in

the first year. The HSA-HD shall have an individual deductible of the higher of \$1,500 for a single plan and \$3,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC). In the event, as a requirement of IRC compliance, the deductible is increased above the \$1,500 and \$3,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 83.33% of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in Town contribution resulting from IRC requirements effective other than on January 1, shall be pro rated for the remaining period of the January to December plan year. As an example, if the IRC requires a minimum single deductible of \$1,750 and a couple or family of \$3,250 effective January 1, the Town's annualized contribution will increase to \$1,458 for a single plan and to \$2,708 for a couple or family plan effective that January 1.

Effective January 1, 2012 (or January 1, 2011 if GOSA makes the election set forth above), the Town shall pay ninety percent (90%) of all medical and prescription plan premiums or premium equivalents and eighty-five percent (85%) of dental premium or premium equivalent with the employee paying the balance.

- C. Effective July 1, 2010 and for each remaining year of the Agreement the Board shall pay or have paid on a periodic basis to an appropriate insurance representative designated by the Board for a policy or policies on which the Board is the named owner and which is or are

managed by the Board through its administrative employees with the use of a third party administrator for the submission of claims to the insurance company for each year of this Agreement the following insurances:

1. The Board shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time Administrator in a face amount of equal to three (3) times the Administrator's compensation, rounded to the nearest one thousand dollars (\$1,000.00). This insurance shall also cover accidental death and dismemberment.
 2. An Administrator may, during the open enrollment period, enroll in the dental plan and waive medical and prescription drug coverage. The Board shall pay eighty-five percent (85%) in 2010-2011 of the cost of the premium or premium equivalent, and the Administrator shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code. The dental plan shall have benefits that are equal to or better than the dental benefits provided under the 2004 – 2007 agreement, except that (a) dental services provided in a hospital shall be covered under the medical plan and (b) the maximum for class C services shall be one thousand five hundred dollars (\$1,500.00) per year and (c) preventive dental shall be at one hundred percent (100%) and (d) there shall be an annual deductible of fifty dollars (\$50.00) per person, or one hundred dollars (\$100.00) per family, whichever is less, applied to Class B and Class C services and orthodontia as described in the schedule of benefits attached as Appendix F.
- D. Participating Administrators shall make an annual election for coverage. 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 and requested within thirty-one (31) calendar days of such event as required by IRC

Section 125. Qualified Life Events are defined as follows:

1. The Administrator's marriage or divorce.
2. The death of the Administrator's spouse or dependent.
3. The birth or adoption of a child of the Administrator.
4. Termination of employment or commencement of employment of the Administrator's spouse.
5. The Administrator or spouse switches from full-time to part-time or part-time to full-time employment.
6. The taking of an unpaid leave of absence by the Administrator or spouse.
7. Separation from service.
8. A significant change in the health coverage of the Administrator or spouse due to the spouse's employment.

If the Administrators wish to change medical plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing conditions or limitations or medical evidence requirements.

- E. Each Administrator may enroll in Flexible Spending Accounts (FSAs) for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129 during the enrollment period prior to the start of each calendar year. For each calendar year that an Administrator enrolls in a medical care FSA, the Board shall make a three hundred dollar (\$300) contribution to the Administrator's medical care FSA. FSA unused balances at the end of the calendar year are forfeited to the individual administrator, except for certain post calendar year withdrawals permitted by IRS Code and regulation. The total amount forfeited shall be re-deposited on a pooled basis into the FSA medical and/or dependent/elder accounts of each Administrator in the subsequent calendar year.
- F. 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. GOSA will have the right to review the premium equivalent rates and the underlying data.

- G. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.
- H. 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 GOSA 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. GOSA 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.
- I. The Administrator contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered Administrator based on individual, couple or family premiums as appropriate.
- J. Insurance benefits shall not be provided for an Administrator whose certified assignment is less than one-half (½) time.
- K. The Board will provide for each eligible Administrator who desires it, a disability income protection plan, which shall commence on the 181st day of disability and provide the following:
 - 1. Sixty percent (60%) of the Administrator's annual salary, not to exceed six thousand dollars (\$6,000.00) per month.

2. Payment will continue until the disability ceases, the Administrator becomes eligible for full retirement benefits under the Connecticut State Teachers' Retirement Fund, or he or she reaches age 65, whichever occurs first.
 3. Benefits will be offset by any amount paid toward the disability by Federal Social Security, benefits payable under the Connecticut State Teachers' Retirement disability plan, Workers' Compensation, and any other offset generally found in long-term disability plans.
 4. Except as provided in this Agreement the disability income protection plan shall be in accordance with the terms and conditions of the Long-Term Disability Income Plan of the Greenwich Organization of School Administrators, Town of Greenwich, Board of Education, revision 11/89, which booklet shall be updated to reflect the benefits provided pursuant to this Agreement.
- L. Any Administrator who leaves the employ of the Board and is entitled to immediate payment of the benefits under the State Teachers' Retirement Act is eligible to carry health and accident insurance with a one hundred thousand dollar (\$100,000.00) lifetime maximum coverage until Medicare eligible at the group rate and at his or her own expense.
- M. Notwithstanding anything to the contrary in this Article, Medicare, as available, shall be the primary coverage for the Administrator or his or her spouse.
- N. 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 single, couple or family coverage.

ARTICLE V

ABSENCES{ TC "ARTICLE V ABSENCES " \f C \l "1" }

A. Sick Days

1. Each Administrator shall receive eighteen (18) days sick leave per year.
2. Sick leave shall be cumulative to the same number of days as are in the administrator's work year (e.g., an administrator with a work year of 225 days may accumulate 225 days).
3. If an Administrator shall have used all of his/her sick leave and still needs additional sick leave because of a prolonged illness, each other Administrator may at his/her discretion, contribute up to two (2) days in each contract year of his/her accumulated sick leave for the use of the Administrator requiring additional sick leave. The sick leave thus contributed shall be used to provide the Administrator with an additional day of sick leave for each day contributed, provided that for each contributed day the Administrator's salary shall be at two-thirds (2/3) of his/her regular salary, not to exceed a total of three thousand dollars (\$3,000) per month, and further provided that such compensation based on contributed days shall not continue beyond June 30, 2007, or twelve (12) months, whichever is less.

B. Available Upon Retirement

1. If at the time of his/her retirement from the Greenwich School System, an Administrator, who was employed as an Administrator in the Greenwich Public School System as of July 1, 1996 (or who was employed as a teacher in the Greenwich Public School System as of July 1, 1997 and subsequently became without break in service an Administrator in the Greenwich Public School System),

has accumulated and is entitled to sick leave and is eligible to collect, immediately, benefits under the Teachers' Retirement System as set forth in the Connecticut General Statutes, or if such an Administrator had accumulated and was entitled to sick leave immediately prior to his/her death while employed by the Greenwich School System, then the Board shall pay a lump sum benefit to the Administrator or to his/her heirs or estate equal to fifty percent (50%) of his/her accumulated sick leave computed at the rate of his/her last position with the Board, provided that in no instance shall he/she be paid a benefit equal to more than forty (40) days sick leave computed on the lesser of (a) the average per diem rate for Administrators actually employed as of July 1, 1996 (or if a teacher who became an Administrator as set forth above, the average per diem rate for teachers actually employed as of July 1, 1997), or (b) the particular Administrator's per diem rate as of July 1, 1996 (or if a teacher who became an administrator as set forth above, the particular teacher's per diem rate as of July 1, 1997). The benefit will be paid either in a lump sum or, at the direction of the recipient, to a IRC Section 403(b) plan. The Administrator 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 an Administrator dies prior to receiving all payments, any balance remaining to be paid shall be paid in one lump sum to his/her estate. Only an Administrator who was employed as an Administrator in the Greenwich Public School System as of July 1, 1996 (or who was employed as a teacher in the Greenwich Public School System as of July 1, 1997 and subsequently without break in service an Administrator in the

Greenwich Public School System) and is otherwise qualified under this Section shall receive any benefit under this Section.

2. An Administrator 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 Administrator desires to revoke the notification, the Board has not filled or eliminated the retiring Administrator'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 Administrator intends to retire of the Administrator'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 Administrator 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.

C. **Bereavement Days**

Each Administrator 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. Bereavement leave shall be granted upon request for the death of a member of the Administrator's immediate family (defined as spouse, parent, grandparent, child, sibling, stepchild, grandchild, legal guardian, or legal ward, or any other

relative living in the household of the Administrator). 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 section shall only be granted for the number of days necessary to travel to and from the attendance at funeral services. Bereavement leave shall be granted without loss of pay and shall not be cumulative.

D. Personal Days

All Administrators are entitled to three (3) personal days.

ARTICLE VI

DEDUCTIONS

- A. GOSA dues will be deducted according to Article X.
- B. In addition to those payroll deductions required by law and this Agreement, and dues deductions which an Administrator instructs be made in accordance with Section A of this Article, and medical premium deductions in accordance with Article IV, an Administrator may name in writing on an approved authorization form to be submitted by September 1, his/her choice of any of the following three (3) deductions to be made from his/her payroll check in such amount as he/she selects and is allowed by law:

1. **Tax Shelter:** The tax-sheltered annuity shall increase so that the Board will make the following funds available annually for distribution: \$44,241.

Such funds shall be distributed by mutual agreement and shall not be subject to matching employee contribution.

The tax-sheltered annuity contribution shall be a part of the Administrator's base salary, which is reported to the State Teachers' Retirement Board.

2. **United Way.**

3. **Members Credit Union.**

C. If an Administrator terminates in writing a deduction during a contract year, there shall be no replacement deduction for the remainder of that contract year.

ARTICLE VII

GRIEVANCE PROCEDURE{ TC "ARTICLE VII GRIEVANCE PROCEDURE " \f C \l "1" }

A. Purpose

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems affecting the welfare or working conditions of an individual Administrator or group of Administrators.

B. Definitions

1. "Grievance" means a complaint by one or more Administrators or by GOSA that there has been an alleged violation of, or variations from the provisions of this Agreement or the interpretation, meaning, or application hereof; or based upon variations from other rules, regulations, administrative directives or policies of the Board of Education.

2. "Day" shall mean a calendar day.

C. Time Limit

1. If an Administrator does not file a grievance in writing as provided in this Article within twenty (20) days of the time at which the Administrator first knew or should have known of the facts constituting the grievance, then the grievance shall be waived.

2. Since it is important that grievances be processed as rapidly as possible, any indication of a number of days shall be considered as a maximum and every effort shall be made to expedite the process.
3. Any specified time limit may be extended by mutual agreement in writing.

D. Informal Procedure

Any Administrator may discuss a potential grievance informally with any appropriate person, but no such discussion shall affect the time limit of Section C of this Article.

E. Formal Procedure

1. Level One

- a. If an Administrator desires to file a formal grievance, he/she shall do so in writing at Level One with the Superintendent of Schools, setting forth a brief statement of the grievance and the remedy sought.
- b. If an Administrator files a formal grievance at Level One with the Superintendent of Schools, within ten (10) days after receipt of the grievance, the Superintendent of Schools or his/her designee shall meet with the aggrieved Administrator. Within seven (7) days of that meeting, the Superintendent shall deliver a written decision to the aggrieved Administrator. A record of that meeting shall be kept by the Superintendent and by GOSA until final resolution of the grievance.

1. Level Two

If the aggrieved Administrator is not satisfied with the decision of the Superintendent of Schools at Level One, or if no decision has been made within seven (7) days after the meeting, the aggrieved Administrator may, within seventeen (17) days after the

meeting, file his/her grievance at Level Two with the Board, and within ten (10) days after receipt of the grievance the Board or its sub-committee shall meet with the aggrieved Administrator. Within ten (10) days of that meeting, the Board shall deliver its written decision to the aggrieved Administrator. A record of that meeting shall be kept by the Superintendent and by GOSA until final resolution of the grievance.

3. Level Three

- a. If the aggrieved Administrator is not satisfied with the decision of the Board at Level Two, or if no decision is rendered within ten (10) days after that meeting, then if the grievance is based solely upon an alleged violation of, or variations from the provisions of this Agreement or the interpretation, meaning, or application hereof, or based on a claimed failure to follow the established procedures of the school district's evaluation program, the aggrieved Administrator may, within seventeen (17) days after the meeting, request in writing of the president of GOSA that such aggrieved Administrator's grievance be submitted to arbitration, in which case the parties shall proceed in accordance with such of the remaining paragraphs of this section as are applicable.
- b. Within five (5) days of receiving a request by an aggrieved Administrator that his/her grievance be submitted to arbitration, GOSA shall determine whether or not to submit the grievance to arbitration, and if GOSA determines to file the grievance for arbitration at Level Three, the president of GOSA shall, within ten (10) days after the request by the aggrieved

Administrator that the grievance be submitted to arbitration, notify the Board in writing of that decision to file for arbitration at Level Three, and the Chairman of the Board and the aggrieved Administrator or president of GOSA shall, within ten (10) days after such written notice to the Board, 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, then within seventeen (17) days after such written notice to the Board the president of GOSA may request arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association.

- c. The arbitrator selected shall promptly take such steps as he/she deems necessary to dispose of the grievance; provided the issue of arbitrability, if raised, shall be determined by the arbitrator prior to hearing the substantive grievance, and further provided that the arbitrator shall limit his/her decision to the interpretation, application, or enforcement of the express terms of this Agreement and shall have no power to make any decision which is contrary to, and inconsistent with, or varies the express terms of this Agreement.
- d. 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 respect to any other dispute.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and GOSA.
- f. Miscellaneous

1. Any party may act by duly authorized agent, representative or subcommittee.
2. Any party in interest may be represented at Levels One, Two, or Three of the formal grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative of any collective bargaining unit other than GOSA. When an Administrator is not represented by GOSA, GOSA shall have the right to be present and state its views at all formal stages of the procedure.
3. The parties shall make available to each other all data not privileged under law which is in their possession and control and which bears on the issues raised by the grievance.
4. If a specific 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.
5. Documents, communications, and records having to do with a grievance handled under this procedure shall, if kept, be filed separately from the aggrieved Administrator's regular personnel file.
6. Forms for filing and processing grievances shall be prepared by the Superintendent and made available to anyone requesting them.

ARTICLE VIII

ADMINISTRATORS REDUCTION IN FORCE{ TC "ARTICLE VIII

ADMINISTRATORS REDUCTION IN FORCE " \f C \l "1" }

- A. Administrators 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 in positions represented by GOSA other than by retirements, resignations, leaves of absence, non-renewals, or dismissals not based on elimination of position.

- B. If the Board deems it necessary to make a reduction in force so that a current Administrator will not retain his/her current position, insofar as possible the Board shall give six (6) months notice to such Administrator.

- C. When the Board deems it necessary to make a reduction in force, the following criteria shall be used:
 - 1. The Board shall determine the administrative position, which is to be eliminated as a result of the Administrators reduction in force (e.g., elementary principal).

 - 2. If there is more than one Administrator employed in the particular job title in which the administrative position is to be eliminated, the selection of the Administrator to be displaced will be made from the group of Administrators employed in the particular job title containing the eliminated job (e.g., elementary principal). Certification, general competence, administrative skills, skills considered vital to the needs of the system, and seniority shall be factors used to make this selection.

 - 3. Each Administrator who is to be displaced as a result of Administrators reduction in force shall be offered any open position represented by GOSA for which he/she is certified and qualified; provided, however, that if the Board must make a selection to

fill the position from the Administrator who is to be displaced and from one or more other tenured members of the certified staff employed by the Greenwich Board of Education, the selection shall be made on the basis of the following: certification, general competence, skills considered vital to the needs of the system, and seniority.

4. If there is no open position represented by GOSA in which the Administrator who is to be displaced is employed pursuant to subsection 3, the Administrator who is to be displaced shall be offered a full-time teaching position for which he/she is certified and qualified; provided, however, that if the Board must make a selection to fill the position from the Administrator who is to be displaced and from one or more other tenured members of the certified staff employed by the Greenwich Board of Education, the selection shall be made on the basis of the criteria set forth in the collective bargaining agreement negotiated with the teachers' bargaining unit, which criteria shall not discriminate against the Administrator on the basis of his/her administrative service.

- D. Any Administrator, with a scheduled employment year of two hundred twenty-five (225) days or more, employed as a result of an administrative reduction in force either in an administrative position or in a teaching position pursuant to this Article shall, if such employment results in a lower salary, receive a termination allowance while employed in the Greenwich Public Schools in addition to the teaching or lower administrative salary which he/she is paid as follows:

First Year: Eighty percent (80%) of the difference between the salary received and the Administrator's salary at the time the Administrator was notified of displacement;

Second Year: Fifty-five percent (55%) of the difference between the salary received and the Administrator's salary at the time the Administrator was notified of displacement;

Third Year: Thirty percent (30%) of the difference between the salary received and the Administrator's salary at the time the Administrator was notified of displacement;

Fourth Year: Ten percent (10%) of the difference between the salary received and the Administrator's salary at the time the Administrator was notified of displacement;
and

Fifth Year and After: No further termination allowance. A displaced Administrator who does not work in the Greenwich Public Schools shall receive no termination allowance.

- E. If an Administrator is terminated and involuntarily transferred to a teaching position or lower paying administrative position, or resigns as an Administrator for reasons other than an Administrator's reduction in force and is employed in a teaching position in the Greenwich Public Schools, the Superintendent shall, in the case of involuntary transfer for other than disciplinary or unsatisfactory performance reasons, and in the case of a resignation, may at his/her discretion, authorize the payment of a termination allowance in accordance with Section D of this Article.
- F. 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 any recall list if the certified staff member is re-employed within eighteen (18) months from termination.

- G. Prior to the execution of an involuntary transfer, the Superintendent will discuss the proposed transfer with the transferee, and the Administrator shall have the opportunity to state his or her objections, if any, to the proposed transfer. Notice of a transfer shall be given to an Administrator as soon as practical and under normal circumstances, no later than July 1st for the next school year.
- H. The Superintendent shall compile a seniority list of the complete certified staff in accordance with Section F of this Article on an annual basis and shall furnish GOSA with copies of the list by February 1st of each year. If GOSA or any staff member shall disagree with any placement on the seniority list, GOSA or the staff member shall file a written request for correction no later than the following March 1st.
- I. Recall
1. Any member of the certified staff who has been dismissed from his/her administrative employment 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.
6. 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 IX

EDUCATIONAL DEVELOPMENT GRANTS{ TC "ARTICLE IX EDUCATIONAL DEVELOPMENT GRANTS " \f C \l "1" }

- A. The Board shall budget the sum of fifteen thousand dollars (\$15,000.00) per annum for the duration of this Agreement for educational grants for Administrators, which sum may also be devoted for tuition reimbursement as approved by the Superintendent.
- B. Educational development grants shall be used for professional improvement, which benefits the Greenwich Public Schools System. Educational development grants may be used to defray the cost of tuition, registration fees, travel expenses, or other appropriate expenses.
- C. Educational development grants may be used during the regular school year or during non-school days, including the months of July and August.

- D. A Professional Development Committee shall be jointly appointed by the Superintendent and president of GOSA. The Superintendent, after hearing the recommendations of the Professional Development Committee, shall award grants.

ARTICLE X

AGENCY SHOP{ TC "ARTICLE XAGENCY SHOP " \f C \l "1" }

- A. All Administrators employed by the Board shall, as a condition of continued employment, join GOSA or pay a service fee to the Association. The service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- B. Unless an Administrator has provided proof of payment of dues or service fee prior to September 20th of each school year, the Board agrees to deduct from each Administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the second paycheck in September through and including the last paycheck in June. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the second paycheck in September through and including the last paycheck in June. Dues and service fees shall be deducted from the second paycheck in each month. The Association shall, no later than August 1st of each year, give written notice to the Business Office of the amount of dues of those members of the Association, which are to be deducted in that school year under such authorization. The amount of service fee shall be certified by the Association to the Board of Education prior to September 1st of each school year.

- C. Administrators commencing employment at any time during the school year shall only be responsible for that portion of the remaining school year's annual dues or service fees by means of deductions from the remaining paychecks for that school year.
- D. The right to refund to Administrators monies deducted from their salaries under such authorization shall lie solely with the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error, in excess of the proper deduction and agrees to hold the Board harmless from any claims of excessive deduction.
- E. No later than the second paycheck in October of each school year, the Board shall provide the Association with a list of all Administrators and the positions held. The Board shall notify the Association monthly of any changes in the list.
- F. The Association shall indemnify and save the Board and the district harmless against all claims, demands, suits, judgments or other forms of liability including, without limitation, attorney's fees and salaries of Board employees required to appear at proceedings and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article. The Association shall have the right to compromise or settle any claim, provided the Board shall consent to such settlement, which consent shall not be unreasonably withheld.
- 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 Administrators who are not members. Such procedures shall include at least the following:
 - (1) a manner of providing Administrators who are not Association members with adequate information about the basis for calculation of the service fee so as to enable such

Administrators 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 Administrator 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 Administrators who are not Association members of the procedures before the Board shall be required to act under this Article.

ARTICLE XI

JUST CAUSE{ TC "ARTICLE XI JUST CAUSE " \f C \l "1" }

No Administrator shall be suspended or disciplined without just cause provided however that this provision shall not be applicable to contract non-renewal or termination decisions, which are governed exclusively by Conn. Gen. Stat. §10-151.

ARTICLE XII

DURATION{ TC "ARTICLE XII DURATION" \f C \l "1" }

The provisions of this Agreement shall be effective as of July 1, 2010 and shall continue and remain in full force and effect until June 30, 2013. Either party wishing to amend or modify this Agreement shall so notify the other party in writing. Within ten (10) days after receipt of such notice, the parties shall schedule a conference at a mutually agreeable time and place for the purposes of commencing discussions or mutually agreed upon negotiations relative to amending or modification.

GREENWICH ORGANIZATION OF SCHOOL
ADMINISTRATORS

GREENWICH BOARD OF
EDUCATION

By: _____
, Co-President

By: _____
Nancy Weissler, Chair

And

By: _____
 , Co-President

APPENDIX A

Administrators shall be paid in accordance with this Appendix A:

- A. Initial salary will depend upon the qualification and the length of experience of the person selected. It shall be established by the Board upon the recommendation of the Superintendent.
- B. Upon the completion of his/her first year and of each consecutive year of satisfactory performance as an Administrator, each Administrator paid on the basis of schedules in this Appendix A and not at the maximum will advance one step on the appropriate schedule.

2010-2011

Step	Headmaster	Middle School Principal	Elementary Principal	Coordinator	Housemaster	Assistant Principal Middle School	Assistant Principal Elementary	Program Administrator	Assistant Headmaster
	225 days	225 days	225 days	225 days	225 days	225 days	205 days	197/199 days	225 days
2	n/a	n/a	n/a	\$137,863	\$137,863	\$137,863	\$118,630	\$114,494	\$151,648
3	\$170,201	\$154,883	\$146,373	\$139,395	\$139,395	\$139,395	\$120,025	\$116,128	\$153,180

2011-2012

Step	Headmaster	Middle School Principal	Elementary Principal	Coordinator	Housemaster	Assistant Principal Middle School	Assistant Principal Elementary	Program Administrator	Assistant Headmaster
	225 days	225 days	225 days	225 days	225 days	225 days	205 days	197/199 days	225 days
2	n/a	n/a	n/a	\$139,586	\$139,586	\$139,586	\$120,113	\$115,925	\$153,544
3	\$172,329	\$156,819	\$148,203	\$141,137	\$141,137	\$141,137	\$121,525	\$117,580	\$155,095

2012-2013

Step	Headmaster	Middle School Principal	Elementary Principal	Coordinator	Housemaster	Assistant Principal Middle School	Assistant Principal Elementary	Program Administrator	Assistant Headmaster
	225 days	225 days	225 days	225 days	225 days	225 days	205 days	197/199 days	225 days
2	n/a	n/a	n/a	\$142,029	\$142,029	\$142,029	\$122,215	\$117,954	\$156,231
3	\$175,345	\$159,563	\$150,797	\$143,607	\$143,607	\$143,607	\$123,652	\$119,638	\$157,809

Each Administrator new to the system shall be placed on his or her appropriate step. Each Administrator currently employed in the system shall advance one step on the schedule unless advancement shall be withheld pursuant to Article III.

Asst. Headmaster, Asst. Principal Middle School are .9 of their level's Principal's salary of the appropriate step.

APPENDIX B

Town of Greenwich & GOSA PPO Plan

Preferred Provider Access Copay Benefit Summary

This is a summary of benefits for your Preferred Provider Organization Copay plan. *All plan deductibles, plan out-of-pocket maximums, plan maximum and service specific maximums (dollar and occurrence) cross accumulate between in and out-of-network unless otherwise noted.*

<i>Benefits</i>	<i>Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Dependent Children</i>	Children covered to age 19, full time students to age 25 (except disabled) (Termination is end of birth month)	
<i>Calendar Year Deductible</i> Individual Two Person Aggregate Family Maximum Common Accident Multiple Birth	Not applicable	\$200 per person \$400 for two people \$500 per family One individual ded. applies One individual ded. Applies
<i>Out-of-Pocket Maximum</i> Includes deductible Individual Two Person Aggregate Family Maximum Does not apply to Benefits for accident or sickness are paid at 100% once an individual's out-of-pocket maximum has been reached (Includes Mental Health & Substance Abuse).	Not applicable	Yes \$800 per person \$1,600 for two people \$2,000 per family Non-compliance penalties and charges in excess of Reasonable & Customary
<i>Reasonable & Customary Charges</i>	Not applicable	Paid at the 90 th percentile

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Outpatient Doctor's Office Visits For illness/injury	No charge after \$10 per visit copay	80% after deductible
Allergy Injections	No charge	80% after deductible
Preventive Care Routine Preventive Care for Children & Adults (including immunizations)	No charge	80% after deductible
Well Woman Care (including Pap Test)	No charge	80% after deductible
Mammograms	No charge	80% after deductible
Routine Hearing Exams (Once each in every 24 months)	No charge	80% after deductible
Routine Vision Exams (Once each in every 24 months)	No charge	
Voluntary Second Opinions for Surgery	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Pre-Admission Testing Office Visit	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Facility	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Inpatient Hospital - Facility Services</i> Covered in full subject to Pre-Admission Certification/Continued Stay Review Semi-private room Private room Intensive Care Unit	No charge Limited to the semi-private negotiated rate Limited to the semi-private negotiated rate Limited to the negotiated rate	80% after deductible Limited to semi-private rate Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms) Limited to the ICU daily rate
<i>Inpatient Hospital Doctor's Visits/Consultations</i>	No charge	80% after deductible
<i>Inpatient Hospital Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<i>Multiple Surgical Reduction</i>	Negotiated arrangement	Multiple surgeries performed during one operating session will result in payment reduction of 50% of the surgery of the lesser charge. The most expensive procedure is paid as any other surgery.
<i>Outpatient Surgical Facility Services</i>	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
Emergency Care Doctor's Office Hospital Emergency Room Outpatient Facility or other Urgent Care Facility Walk In Center Ambulance (medically necessary)	No charge after \$10 per visit copay No charge after \$25 per visit copay No charge after \$10 per visit copay	No charge after \$10 per visit copay No charge after \$25 per visit copay No charge after \$10 per visit copay
Skilled Nursing Facility Up to a maximum of 120 days per calendar year No prior hospitalization required	No charge	80% after deductible
Independent Lab and X-ray Services (Facility and Professional Services) Hospital Outpatient Lab and X-ray Facility Doctor's Office	No charge No charge No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible 80% after deductible 80% after deductible
Outpatient Short Term Rehabilitation Includes: Physical Therapy Speech Therapy	No charge after \$10 per visit copay	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Chiropractic Outpatient Rehabilitation (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
Occupational Outpatient Rehabilitation (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
Home Health Care	No charge	80% after deductible
Outpatient Private Duty Nursing (when medically necessary)	No charge	80% after deductible
Hospice (Patient diagnosed with 6 months or less to live) Inpatient Facility Outpatient Setting	No Charge	80% after deductible
	No Charge	80% after deductible
Abortion For any eligible family member. Inpatient Facility Outpatient Surgical Facility Physician's Services	No charge	80% after deductible
	No charge	80% after deductible
	No charge	80% after deductible
	No charge	80% after deductible
Family Planning Office Visits including Tests and Counseling Surgical sterilization procedures for Vasectomy/Tubal Ligation (<i>excludes reversals</i>) Inpatient Facility Outpatient Facility	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible
	No charge	80% after deductible
	No charge	80% after deductible
	No charge	80% after deductible

<i>Benefits</i>	<i>Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
Physician's Services	No charge	80% after deductible
<i>Maternity</i>		
Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Birthing Center	No charge	80% after deductible
<i>Infertility Treatment (Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT) (\$25,000 per Lifetime)</i>		
Doctor's Office Visit	No charge after \$10 per visit copay	80% after deductible
Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Physician's Services	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Organ Transplants Includes all medically appropriate, non-experimental transplants Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review (Includes Travel Benefit for Lifesource Facilities only) Physician's Services	No charge	80% after deductible
Durable Medical Equipment	No charge	80% after deductible
External Prosthetic Appliances	No charge	80% after deductible
Hearing Aids	No charge up to \$500 one every 24 months	
Mental Health (Includes Metabolic Disorders) Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge	80% after deductible
Alcohol and Drug Abuse Rehabilitation Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge	80% after deductible
Temporomandibular Joint Syndrome (TMJ) (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Prescription Drugs	<u>See Prescription Drug Plan</u>	
Medical/Health Information	MyHealth@Anthem.com	
Pre-Admission Certification - Continued Stay Review	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review (PAC/CSR) \$400 Penalty for non-compliance. To pre-certify, call 1-800-233-4947	
Case Management - Voluntary Program	This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life. 1-800-233-4947	

Specific Covered Benefits:

This plan provides certain benefits related to breast reconstruction. If a participant or dependent under this plan is receiving mastectomy benefits and elects breast reconstruction in connection with the mastectomy, coverage will include:

1. Reconstruction of the breast on which a mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

Benefit Exclusions (by way of example but not limited to):

Services not medically necessary, except specifically outlined preventive care
 Cosmetic Surgery, unless a) a person receives an injury, while insured for these benefits, which results in bodily damage requiring the surgery; or b) it qualifies as reconstructive surgery following medically necessary surgery; c) it is required to provide or restore a normal bodily function; or d) it is performed on a dependent who is less than 16 years old.
 Charges which the person is not legally required to pay
 Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service
 Experimental or investigational procedures and treatments not approved by the American Medical Association

- Any injury resulting from, or in the course of, any employment for wage or profit
- Any sickness covered under any workers compensation or similar law
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training
- Reports, evaluations, examinations or hospitalizations not required for health reasons
- Reversal of voluntary sterilization procedures
- Transsexual surgery and related services
- Surgical treatment for correction of refractive errors, including radial keratotomy
- Routine foot care
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder
- < Over the counter disposable or consumable supplies
 - Charges in excess of the Reasonable and Customary allowance
- < Speech therapy if a) used to improve speech skills that have not been fully developed; b) can be considered custodial or educational; or c) intended to maintain speech communication. Speech therapy which is not restorative in nature will not be covered.
 - Eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery
 - Treatment of teeth/periodontal under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth and for oral surgical procedures performed in a hospital that are dental in nature.

This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, will be provided in your insurance certificate or plan description which controls in the event of any conflict.

APPENDIX C

**Town of Greenwich
POINT OF SERVICE (POS) PLAN DESIGN**

BENEFITS	IN-NETWORK¹	OUT-OF-NETWORK²
FINANCIAL		
Deductible:	None	\$250 per person, \$700 Family
Maximum Out-of-Pocket Cost: (does not include charges in excess of allowed amount or non-covered benefits)	None	\$900 per person, \$2,100 Family
Maximum Lifetime Benefit Per Member	Unlimited	\$1,000,000
Dependent Children	Children covered to age 19, full time students to age 25 (except disabled) (Termination is end of birth month)	
Coinsurance Level	N/A	80% after deductible (subject to Reasonable and Customary limit)
PREVENTIVE CARE		
Routine and Preventative Care: (Including immunizations and Lymerix vaccinations, physical examinations, and vision examinations.)	\$10 co-pay	80% after deductible
Routine Hearing Exams:	\$10 co-pay	80% after deductible
Routine Mammograms:	\$10 co-pay	80% after deductible
Well Woman Care, including Pap Test	\$10 co-pay	80% after deductible
PHYSICIAN OFFICE VISITS		
Primary Care Physician	\$15 co-pay	80% after deductible
Specialist	\$15 co-pay	80% after deductible
INDEPENDENT LAB AND X-RAY SERVICES		
Doctor's Office:	Included in \$15 Co-payment if performed and billed by treating physician.	80% after deductible

BENEFITS	IN-NETWORK¹	OUT-OF-NETWORK²
Lab and X-Ray Facility:	No Cost	80% after deductible
Hospital Outpatient:	No Cost	80% after deductible
MATERNITY CARE		
Initial Visit to Determine Pregnancy:	\$15 Co-payment per visit	80% after deductible
All Subsequent Prenatal/Postnatal Visits:	No Cost	80% after deductible
Hospital/Birthing Center:	No Cost	80% after deductible
FAMILY PLANNING*/INFERTILITY TREATMENT		
Office Visit (includes all tests billed by provider and counseling):	\$15 Co-payment per Visit	80% after deductible
Physicians Services (Other than Above):	No Cost	80% after deductible
Abortion (Non-Elective Only)	No Cost	80% after deductible
• Inpatient Facility:	No Cost	80% after deductible
• Outpatient Facility:	No Cost	80% after deductible
• Physicians Services:	No Cost	80% after deductible

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
OUTPATIENT CARE		
Pre-Admission Testing: <ul style="list-style-type: none"> • Office Visit: • Outpatient Facility: Professional Services: <ul style="list-style-type: none"> • Anesthesiologist, Radiologist, Pathologist • Surgeon • Assistant Surgeon or Co-Surgeon • Physician Visit –Other than Office Visit Surgical Facility Services <ul style="list-style-type: none"> • Outpatient Surgery: (includes all related charges) 	No Cost No Cost No Cost No Cost No Cost No Cost No Cost	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
INPATIENT CARE		
Room and Board**: Intensive Care Unit Other Inpatient Care: Professional Services: <ul style="list-style-type: none"> • Anesthesiologist, Radiologist, Pathologist • Surgeon • Assistant Surgeon or Co-Surgeon Physician Visit:	No Cost No Cost No Cost No Cost No Cost No Cost No Cost	80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible 80% after deductible
MENTAL HEALTH CARE		
Outpatient Mental Health Care: (Includes Metabolic Disorders)	\$15 Co-payment Per Visit	80% after deductible
Inpatient Mental Health Care: (Includes partial hospitalization and Metabolic Disorders)	No Cost	80% after deductible
DRUG/ALCOHOL ADDICTION		
Inpatient (includes partial hospitalization):	No Cost	80% after deductible
Outpatient:	\$15 Co-payment Per Visit	80% after deductible

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
HOME HEALTH OR HOSPICE CARE		
Home Health:	No Cost	80% after deductible
Inpatient Hospice Care:	No Cost	80% after deductible
OTHER SERVICES		
Second Opinion: (Includes all billed charges by Physician)	\$15 Co-payment	80% after deductible
Skilled Nursing Facility: (Limited to 120 days per calendar year)	No Cost	80% after deductible
Outpatient Private Duty Nursing:	No Cost	80% after deductible
Durable Medical Equipment:	No Cost	80% after deductible
External Prosthetic Appliances:	No Cost	80% after deductible
Routine Vision Exams: (Limited to once each in every 24 months)	Not covered	Not covered
Hearing Aids:		
Organ Transplants	No Cost	Not covered
• LifeSource Facility:	No Cost	Not covered
Non-LifeSource Facility:		
EMERGENCY CARE		
Not Life Threatening: At Physician's Office	\$15 Co-payment Per Visit	80% after deductible
Urgent Care at an Urgent Care Center	\$15 Co-payment Per Visit	80% after deductible

BENEFITS	IN-NETWORK¹	OUT-OF-NETWORK²
Emergency Room or Outpatient Facility (includes all related charges):	\$50 Co-payment Per Visit (waived if admitted)	80% after deductible
Ambulance:	No Cost	80% after deductible
Life Threatening:	\$15 Co-payment per Visit	
At Physician's Office	\$15 Co-payment Per Visit	100% after \$15 Co-payment
Urgent Care at an Urgent Care Center	\$50 Co-payment Per Visit	100% after \$15 Co-payment
Emergency Room	No Cost	100% after \$15 Co-payment
Ambulance:		No Cost

NOTES:

***Bed and Board Daily Limit- In-Network: Facility's negotiated daily rate; Out-of-network: facility's most common daily rate for semi-private room.

**Bed and Board Daily Limit- In-Network: Hospitals negotiated daily rate; Out-of-Network: Hospitals most common daily rate for semi-private room or ICU rate for Intensive Care (private room if medically necessary or if hospital does not have semi-private rooms); requires Pre-Admission Certification.

*Covers Surgical Sterilization procedures for Vasectomy/Tubal Ligation; Excludes Reversals. \$25,000 lifetime maximum for all fertility/family planning services.

Conditions and Limitations

You are covered for emergencies anywhere in the world. If the situation is life threatening, go straight to the nearest hospital's emergency room or call 911. If at all possible, try to reach your primary care physician. Please be sure it is a true emergency. Many people go to the emergency room for things like colds, sore throats, coughs and routine fevers because it is convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physician's office. You will be responsible for any emergency room charges when it is not an emergency.

Out of Network Benefits

When using Out of Network benefit, prior authorization is required for all inpatient and outpatient hospital admissions, all elective ambulatory surgical procedures, and most diagnostic procedures performed in a non-plan hospital or freestanding surgical center. To obtain prior authorization, please contact the Customer Service Department. A penalty is applied to Out of Network reimbursement when the member does not complete the prior authorization process.

General Exclusions

You are not covered for physical exams for employment, insurance, school, premarital requirement or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectable dispensed by a

physician in his or her office; prescription drugs prescribed for a non-covered service; dental services; eyeglasses or contact lenses; routine foot care; foot orthotics; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

The plan will not duplicate any benefits for which members are entitled under worker's compensation, No-Fault, Medicare, or other group health insurance coverage.

Appendix D
HEALTH SAVINGS ACCOUNT – HIGH DEDUCTIBLE HEALTH PLAN
Greenwich



CENTURY PREFERRED HSA \$1,250 / \$2,500 (\$1,500 / \$3,000 1/1/10) ANNUAL DEDUCTIBLE
Century Preferred HSA is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible <i>(individual / aggregate family)</i>	\$1,250 / \$2,500 <i>Effective January 1, 2010, \$1,500/\$3,000</i>	
Coinsurance	0% after deductible up to	20% after deductible up to
Coinsurance Maximum <i>(individual / aggregate family)</i>	\$1,250 / \$2,500	
Cost Share Maximum <i>(individual / aggregate family)</i>	\$2,500 / \$5,000	
Lifetime Maximum	Unlimited	\$1,000,000

PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	\$0, Deductible waived	20%
Periodic, routine health examinations	\$0, Deductible waived	20%
Routine eye exams	\$0, Deductible waived	20%
Routine OB/GYN visits	\$0, Deductible waived	20%
Mammography	\$0, Deductible waived	20%
Hearing screening	\$0, Deductible waived	20%

MEDICAL CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Office visits	0%	20%
Outpatient mental health & substance abuse	0%	20%
OB/GYN care	0%	20%
Maternity care	0%	20%
Diagnostic lab and x-ray	0%	20%
High-cost outpatient diagnostic – <i>prior authorization required</i>	0%	20%
Allergy services		
<i>Office visits/testing</i>	0%	20%
<i>Injections—Unlimited visits</i>	0%	20%

HOSPITAL CARE – Prior authorization required	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	0%	20%
Inpatient mental health & substance abuse	0%	20%
Skilled nursing facility – <i>up to 120 days per calendar year</i>	0%	20%
Rehabilitative services – <i>Unlimited days per person per calendar year</i>	0%	20%
Outpatient surgery – <i>in a hospital or surgi-center</i>	0%	20%

EMERGENCY CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Walk-in centers	0%	20%
Urgent care – <i>at participating centers only</i>	0%	Not Covered
Emergency care	0%	\$0
Ambulance	0%	\$0

In Connecticut, Anthem Blue Cross and Blue Shield is a trade name of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.
 ® Registered marks of the Blue Cross and Blue Shield Association.

OTHER HEALTH CARE

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services <i>Unlimited visit maximum for PT/ST/OT per year. 20 visit maximum for Chiro per year.</i>	0%	20%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	0%	20%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level.</i>	0%	20%
Home health care	0%	20%
Prescription drugs – <i>filled at a pharmacy</i>	0%	20%

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ◆ 6 exams, birth to age 1
- ◆ 6 exams, ages 1 - 5
- ◆ 1 exam every 2 years, ages 6 - 10
- ◆ 1 exam every year, ages 11 - 21

Mammography

- ◆ 1 baseline screening, ages 35-39
- ◆ 1 screening per year, ages 40+
- ◆ Additional exams when medically necessary

Adult Exams

- ◆ 1 exam every 5 years, ages 22 – 29
- ◆ 1 exam every 3 years, ages 30 – 39
- ◆ 1 exam every 2 years, ages 40 – 49
- ◆ 1 exam every year, ages 50+

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam every 2 calendar years

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Home Health Care services are covered when in lieu of hospitalization. Includes infusion (IV) therapy.
- ◆ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants. Covered services are subject to a lifetime maximum of \$1,000,000.
- ◆ Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred HSA Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

Appendix E

**Town of Greenwich & GOSA
Prescription Drug Coverage**

PRESCRIPTION DRUGS		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$25 Preferred Brand Name Drug Co-payment \$40 Co-payment for all other drugs per prescription Mandatory Mail Order for maintenance medications after 2 retail Unlimited Maximum per Member, per Calendar Year	Covered in Network Only
Mail Order Pharmacy	\$10 Generic, \$50 Preferred Brand Name \$80 all other drugs (up to a 90-Day Supply)	Covered in Network Only

APPENDIX F

DENTAL

SUMMARY OF BENEFITS

Calendar Year deductible,

per Person..... \$50

per Family Unit \$100

The deductible applies to these Classes of Service:

Class B Services - Basic

Class C Services - Major

Dental Percentage Payable

Class A Services-
Preventive..... 100%

Class B Services-
Basic..... 80%

Class C Services-
Major 50%

Maximum Benefit Amount

Per Person per
Calendar Year..... \$1,500 for Class C -
Major services only