AGREEMENT

Between the

GREENWICH BOARD OF EDUCATION

And the

GREENWICH ORGANIZATION OF SCHOOL ADMINISTRATORS

2016-2019

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APPENDIX A A1

AGREEMENT entered into effective as of July 1, 2016 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

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

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

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, the Athletic Director 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 ten (210) days.

D. The employment year for Program Administrators (Grades 9-12) shall be two hundred and twenty (220) days.

E. The employment year for House Administrators and the Dean of Students shall be two hundred and twenty-five (225) days.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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

SALARIES

A. The salaries of all persons covered by this Agreement shall be as set forth in Appendix A. All wage payments shall be made through direct deposit and the employee's pay advice shall be provided electronically. Employees shall provide the information necessary to the Town to implement direct deposit of wage payments.

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 $1,500.

G. Upon providing the Association and Administrators with sixty (60) days written notice, the Board may implement, on a one time basis, a five-day payroll lag without further negotiations with the Association. The lag shall be implemented by delaying the delivery of each bi-weekly pay check by one business day until a five day lag has been accomplished. For example, upon implementation of the payroll lag the bi-weekly paycheck that would be due on a Friday will be issued on the following Monday. Thereafter, the next four successive bi-weekly paychecks will be issued on Tuesday, Wednesday, Thursday and Friday thereby creating a five-day payroll lag. At termination

of employment with the Town, the Administrator shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the Administrator's separation of service with the Town. Following the implementation of the payroll lag, newly hired Administrators will receive his or her first paycheck on a five day lag basis. It is understood that the result of the implementation of the payroll lag will result in Administrators receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.

ARTICLE IV
INSURANCE BENEFITS

A. Effective July 1, 2016, each Administrator shall have the annual option to participate in the Connecticut Partnership Plan 2.0 (CPP) or to waive medical insurance. The plan benefits shall be as set forth in the CPP effective on July 1, 2016 including any subsequent amendments or modifications made to the CPP by the State and its employee representatives. The administration of the CPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the CPP.

B.

1. The percentage share of premium costs for medical insurance shall be eighty-eight percent (88%) for the Board and twelve percent (12%) for the Administrator. The percentage share of premium costs for dental insurance shall be eighty-five percent (85%) for the Board and fifteen percent (15%) for the Administrator. The Administrator's percentage share shall be deducted from each of twenty-six bi-weekly paychecks on a pre-taxed basis. The Administrator's

percentage share of premium shall be based on individual, couple or family as appropriate.

2. If the actual annual increase in the renewal premium cost for the CPP effective July 1, 2017 is higher than the expected premium increase based on the projected claims costs for BOE/GOSA employees for the renewal year July 1, 2017, then an excess premium, above the premium cost share as set forth in paragraph 1 above, will be assessed to GOSA employees. The excess premium will be calculated as the difference between the expected premium rate increase based on projected claims costs for the BOE/GOSA employees for July 1, 2017 and the actual CPP premium rate increase effective July 1, 2017. The excess premium will be assessed for the full plan year effective July 1, 2017 and shall be deducted from the Administrators' bi-weekly paycheck in equal amounts commencing in the first bi-weekly payroll following October 1 through to the payroll immediately preceding June 30.

3. If the actual annual increase in the renewal premium cost for the CPP effective July 1, 2018 is higher than the expected premium increase based on the projected claims costs for BOE/GOSA employees for the renewal year July 1, 2018 then an excess premium, above the premium cost share as set forth in paragraph 1 above, will be assessed to GOSA employees. The excess premium will be calculated as the difference between the expected premium rate increase based on projected claims costs for the BOE/GOSA employees for July 1, 2018 and the actual CPP premium rate increase effective July 1, 2018. The excess premium will be assessed for the full plan year effective July 1, 2018 and shall be deducted from

the Administrators' bi-weekly paycheck in equal amounts commencing in the first bi-weekly payroll following October 1 through to the payroll immediately preceding June 30.

C. 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.

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. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.

G. Insurance benefits shall not be provided for an Administrator whose certified assignment is less than one-half (½) time.

H. 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 seven thousand five hundred dollars ($7,500.00) 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.

I. 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.

J. Notwithstanding anything to the contrary in this Article, Medicare, as available, shall be the primary coverage for the Administrator or his or her spouse.

K. 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.

L. If there is an unanticipated and significant change with regard to health insurance (e.g. statutory changes regarding the CPP pooling provision, unanticipated application of Cadillac Tax, but not current features of CPP such as plan design, network, managed care), either party may require negotiations to address such unanticipated and significant change through reopener negotiations.

ARTICLE V
ABSENCES

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 Board shall make payments to the tax sheltered annuity, as agreed by the parties.

   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.

   2016-2017 Annuity contribution shall be $4,085 for designated 12 month administrators and $2,689 for other administrators, which shall be considered part of annual base salary, subject to TRB requirements.

   In addition, the Board shall make a one-time additional contribution of a total of $104,000 to the annuity accounts of the members of the bargaining unit, distributed to each member proportionally to the amounts of their respective annuities. This additional payment shall not be considered part of annual base salary for retirement purposes.

   2017-2018 Annuity contribution shall be $4,085 for designated 12 month administrators and $2,689 for other administrators, which shall be considered part of annual base salary, subject to TRB requirements.

   2018-2019 Annuity contribution shall be $4,085 for designated 12 month administrators and $2,689 for other administrators, which shall be

considered part of annual base salary, subject to TRB requirements.

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.

D. All payroll deductions shall be made on a twenty-six (26) bi-weekly payroll basis.

ARTICLE VII

GRIEVANCE PROCEDURE

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; or based on a claimed failure to follow the established procedures of the school district's evaluation and support programs.

2. "Day" shall mean a work 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.

2. 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 and support programs, 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

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

A. The Board shall budget the sum of thirty thousand dollars ($30,000.00) 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

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 on a twenty-six (26) bi-weekly payroll basis. 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

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

The provisions of this Agreement shall be effective as of July 1, 2016 and shall continue and remain in full force and effect until June 30, 2019. 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

By: _____, Co-President

By: : _____, Co-President

GREENWICH BOARD OF EDUCATION

By: : _____

Barbara O'Neill, Chair

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.

2016-2017

Step	Headmaster	Middle School Principal	Elementary Principal	Program Coordinator House Admin/Dean MS AP	Assistant Principal Elementary	Program Administrator	Athletic Director	Assistant Headmaster
	225 days	225 days	225 days	225 days	210 days	220 days	225 days	225 days
2	n/a	n/a	n/a	$153,100	$134,954	$141,991	$145,218	$168,408
3	$189,012	$172,000	$163,576	$154,800	$136,541	$144,020	$147,293	$170,109

2017-2018

Step	Headmaster	Middle School Principal	Elementary Principal	Program Coordinator House Admin/Dean MS AP	Assistant Principal Elementary	Program Administrator	Athletic Director	Assistant Headmaster
	225 days	225 days	225 days	225 days	210 days	220 days	225 days	225 days
2	n/a	n/a	n/a	$157,081	$138,463	$145,683	$148,994	$172,787
3	$193,926	$176,472	$167,829	$158,825	$140,091	$147,765	$151,123	$174,532

2018-2019

Step	Headmaster	Middle School Principal	Elementary Principal	Program Coordinator House Admin/Dean MS AP	Assistant Principal Elementary	Program Administrator	Athletic Director	Assistant Headmaster
	225 days	225 days	225 days	225 days	210 days	220 days	225 days	225 days
2	n/a	n/a	n/a	$161,165	$142,063	$149,471	$152,868	$177,279
3	$198,968	$181,060	$172,193	$162,954	$143,733	$151,607	$155,052	$179,070

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.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Greenwich Board of Education (the "Board") and the Greenwich Organization of School Administrators ("GOSA"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the parties have entered into a Tentative Agreement regarding the successor agreement to the collective bargaining agreement between the Board and GOSA covering the period July 1, 2016 to June 30, 2019 (the "Tentative Agreement"); and

WHEREAS, the Tentative Agreement provides, in relevant part, that Article IV and Appendix B, Appendix C, Appendix D, and Appendix E of the operative collective bargaining agreement between the Board and GOSA covering the period July 1, 2013 to June 30, 2016 (the "CBA") shall be revised to conform to certain principles; and

WHEREAS, the parties recognize that, as a condition precedent to implementing the revisions to Article IV and Appendix B, Appendix C, Appendix D, and Appendix E of the CBA set forth in the Tentative Agreement, the GOSA bargaining unit must be admitted to the Connecticut Partnership Plan 2.0, as defined by P.A. 15-93 ("CPP").

NOW THEREFORE, the parties agree as follows:

1. The Board shall apply for admission of the GOSA bargaining unit to the CPP.

2. Upon admission of the GOSA bargaining unit to the CPP, the Board shall join the CPP, with such membership to be effective July 1, 2016.

3. Participation in the CPP shall include the provisions set forth in the Tentative Agreement.

4. Should the CPP deny admission in the CPP to the GOSA bargaining unit, Article IV and Appendix B, Appendix C, Appendix D, and Appendix E of the CBA shall be subject to negotiation in accordance with Conn. Gen. Stat. Section 10-153f(e) for the period commencing July 1, 2016.

FOR THE BOARD

Barbara O'Neill

Date: 11/9/15

FOR GOSA

David S Walker

Angela Schmidt

Date: 11/10/15