GREENWOOD LAKE UNION FREE SCHOOL DISTRICT

AND

GREENWOOD LAKE TEACHERS' ASSOCIATION

JULY 1, 2018 TO JUNE 30, 2022

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ARTICLE I – PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of the 1967 and subsequent amendments (the Public Employees' Act), to encourage and increase effective and harmonious working relationships between the Greenwood Lake Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Greenwood Lake Teachers' Association (hereinafter referred to as the "Association"), so that the cause of public education may best be served in the Greenwood Lake School District, this Agreement is made and entered into on the 12th day of April, 2018, by and between the Board and the Association.

ARTICLE II - RECOGNITION

The Greenwood Lake Board of Education has recognized the Greenwood Lake Teachers' Association as the exclusive negotiating agent for the full and part-time teachers, guidance counselors, occupational therapists, speech teachers, school social workers and school psychologists in such unit. The positions of Athletic Director and Technology Coordinator are excepted from coverage in this unit. Such recognition shall extend for the maximum period permitted by law, during which time the Board agrees not to negotiate with any other teacher organization other than the Association.

ARTICLE III - NEGOTIATION PROCEDURES

- A. The terms and conditions of this Agreement shall remain in effect in accordance with Article XXIII's duration. Should the parties fail to reach a new agreement prior to the expiration date of the Contract, the terms and conditions of this Agreement shall remain in force for the maximum time permitted by law.
 - B. 1. No later than February 1 of the year the contract ends, the parties will enter into good faith negotiations with the exchange of proposals for a successive agreement.
 - 2. Ground rules and dates, locations and terms for meetings shall be agreed upon mutually.
- C. The parties agree that their negotiating representatives have full authority to make and consider proposals and to reach agreement on a final contract.
- D. The parties shall form a Labor/Management Committee to study and make recommendations to the negotiating teams regarding teacher mentoring and HMO alternative health insurance plans. The Committee shall issue its written recommendations on each subject no later than August 15, 2005 and January 31, 2006, respectively.

ARTICLE IV - TEACHER RIGHTS AND RESPONSIBILITIES

- A. If a teacher's recommendation for retention of a student is overridden by the Administration, the teacher shall be informed of the same before the decision is communicated to the parent(s) and student.
- B. Suggestions concerning a teacher's performance and/or reprimands shall be conducted with teachers privately.
- C. The two (2) faculty meetings per month held by the Administration shall be called upon notice to the GLTA. Such meetings shall not be held on Friday or the day before a holiday. Faculty meetings shall end no later than one hour after the seven hour twenty minute teacher workday.
- D. Teachers recognize professional responsibilities beyond the workday to include parent conferencing and activities such as parent orientation meetings, open houses and musical performances. Teachers shall be required to attend four (4) evening events during the school year, which shall be scheduled between the hours of 6:00 pm and 9:00 pm and shall not exceed two and one-half (2-1/2) hours in length. Teachers are required to and must attend the following events scheduled beyond the contractual workday: back to school night (fall), parent conferences (2 per year) and open house night (spring). At the discretion of the Superintendent of Schools or Building Principal, a teacher may be required to attend different events than expressly enumerated above. For example, the music teacher may not be required to attend parent conferences due to the need to attend concerts during the school year. The Superintendent may modify a staff member's required evening event based upon an unforeseen circumstance. Additional events not enumerated above, when exceeding four nights per school year, shall be covered by chaperones, who shall be compensated at a rate of \$60.00 per event not to exceed 4 hours, with the hours of said events to be determined by the District. Effective July 1, 2018, unit members who exceed four night events per school year shall be compensated at a rate of \$75.00 for a 2.5 hour event. In addition, overnight field trips shall be compensated at the rate of \$125 per night. In addition if there are field trips that take place during the school day, but the field trip concludes after the hours of the contractual work day, a unit member who is chaperoning the field trip shall be compensated at the rate of \$50.00 in consideration for remaining with the students past the contractual workday and until such time that all students are safely returned to their guardians. When necessary, after-school parent conferences will be required. Commencing in 2008-2009 there will be at least three (3) Superintendent conference days: the first day of the teacher work year, Election Day and one day chosen by the Superintendent in March or April. Four

combination student half-days followed by teacher conferences of up to three hours with a 45 minute lunch gap will be scheduled each year.

- E. Teachers may leave the school building or grounds during regular school hours with the Principal's permission. No permission is necessary for leaving during lunch time, but teachers shall notify the office.
- F. Academic freedom is the teacher's right and responsibility to state and express all points of view and to present a broad spectrum of material to support these ideas as appropriate to and in relationship to established curricula. It is expected that the teacher will conduct himself/herself within the scope of his/her professional competency and the ability and maturity of his/her students to comprehend these ideas and materials.
- G. Each building shall have a suitable teachers' workroom with lounge. Separate lavatory facilities for men and women shall exist in each building separate from the students.
- H. In each building, a telephone will be available for the use of the teachers for school business. This telephone shall be located in an area where confidentiality can be maintained.
- I. Teachers may be required to collect money for school field trips. Teachers shall account, in writing, for the receipt of the money, but all monies shall be secured after collection in the school administrative office. Teachers shall immediately following collection of monies, deposit the same in the building's main office and receive a receipt from the secretary, whereupon they shall be relieved from all liability. Any monies collected by teachers that are unaccounted for after collection may be unilaterally recouped by the District, following audit upon notice to the teacher, conducted by the Business Office or District Auditor.
- J. A teacher's supplies will be delivered to his/her room upon receipt. When deletions in supply orders are necessary, the teacher will have the option to determine which supplies should be deleted in consultation with administration.

ARTICLE V - CLASS SIZE AND TEACHING LOAD

A. Teachers in the unit assigned to substitute duty shall be compensated at the rate of \$20.00 per period, effective April 1, 2013. Time records of such assignments shall be maintained by each Principal and reported on the day of each month that substitute reports are due.

- B. 1. Every reasonable effort will be made to have class load per teacher not exceed 150 students in grades five and six.
 - 2. Every reasonable effort will be made to have class load per teacher not exceed 125 students in Grades 7 and 8.
 - 3. In no event shall teachers work more than four (4) consecutive teaching periods without a preparation or lunch period.
 - 4. Wherever possible teachers who teach the same grade level should have the same periods for preparations so that group meetings are possible for discussions of mutual problems.
 - 5. No teacher will be assigned outside of his/her area of certification without consultation with the teacher and his/her Association representative prior to the assignment.
 - 6. A substitute teacher will be provided to cover for any classroom teacher's absence, unless the teacher teaches students who are pulled-out of regular classes for instruction (e.g., social worker, psychologist, guidance counselor, instrumental music lesson, speech and language services).
- C. Any teacher who is required to work beyond the regular school day and/or beyond the regular school year (as established by the school calendar) in a capacity or for a purpose authorized by the District, shall be compensated at a pro-rated salary.
 - D. 1. The District shall make every reasonable attempt to provide a maximum class size of 25-29 pupils per class.
 - 2. If, during the school year, any class reaches an enrollment of 33 students, a half-time aide will be provided for the teacher, except for inclusion classes, which shall remain at a maximum of 30 students.
 - 3. Teachers shall be consulted prior to the assignment of aides to their classes.
 - 4. In special areas of instruction defined as music, art, home economics, and industrial arts, class size would be determined by program and physical limitations of the room.
 - 5. Every reasonable effort will be made to have a minimum of 20 pupils with a maximum of 40 pupils per class in physical education.

ARTICLE VI - PREPARATION PERIODS

- A. Every teacher shall have a minimum of one planning period within the duty hours of at least 45 minutes and/or one period duration each day free from other duties.
- B. There shall be no diminution in the length of regular instructional periods, prep periods and lunch periods as a result of increasing the length of the teachers' workday from 7 hours to 7 hours 20 minutes and, if instructional periods are increased in length, lunch and preparation periods will be equally increased in length.
- C. Special area teachers and all core teachers in grades 7 and 8 can be assigned duties daily. All other teachers may be assigned to duties on an equitable, rotating basis not more than once every four teacher work days. Teachers may be assigned to bus, lunch, playground, study hall, and detention duties (note that detention duties shall only be assigned during the last period of the teacher work day). All teachers shall have a thirty (30) minute lunch period.

ARTICLE VII - PROMOTIONS, VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. 1. New bargaining unit positions and vacancies in existing positions shall be adequately publicized, by posting a notice in every school on the teacher bulletin board, which clearly sets forth a description of and the qualifications for the position. During summer vacation, notices of vacancies shall be emailed to the GLTA Co-Presidents.
 - 2. Teachers who desire to apply for vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 - 3. Unit members interested in vacant positions within the bargaining unit shall be entitled to an interview with the Superintendent or his/her designee. Seniority in the District shall be considered by the Superintendent of Schools when reviewing applicants for vacant positions in the bargaining unit.
- B. 1. An involuntary assignment or transfer shall be made only after a meeting between the person involved and the Superintendent of Schools, at which time the educational reasons for the assignment or transfer will be given. The person subject to involuntary assignment or transfer may, upon his/her request, be accompanied by a representative of the Association.

- 2. No teacher shall be transferred to a new tenure area without his/her express written permission, except for one period per day.
- C. Personnel desiring a change in grade or subject assignments or who wish to transfer to another building shall deliver a written request to the Superintendent of Schools not later than March 1st of each year. Such request shall include the grade, subject and school desired. Teachers who transfer from one building to another shall maintain seniority rights provided such transfer is in the same tenure area.
- D. No teacher shall be assigned administrative responsibilities except in extreme emergencies.
- E. Whenever possible, written notification of duties and responsibilities for the coming school year will be provided to each instructional staff member prior to the first Friday in June. In no event shall notice of the intended assignment be later than the last day of school. Notification of the assignment given to the instructional staff member by the first Friday in June will include the following:
 - 1. The building to which the staff member will be assigned.
 - 2. The grade level and/or subject to be taught.
 - 3. Other assignments.
 - 4. Any extra-curricular assignments agreed upon for the coming school year.
- F. All teachers may be assigned to homeroom duty on an equitable rotational basis.
- G. Assignment decisions pursuant to paragraph "E" above shall be reviewable by the Labor/Management Committee for its input prior to final implementation.
- H. Sixth Class Assignments for Teachers of Departmentalized Grade Levels. All teachers of departmentalized grade levels may be assigned a sixth period teaching assignment, and the same shall be without any additional compensation except as provided expressly hereinbelow. Core area 7th and 8th grade teachers (i.e. English, math, science, social studies and foreign language teachers) shall be compensated for a sixth class assignment at the rate of \$5,000 per year, effective July, 2015, so long as their average daily class load is 110 or more students as of BEDs day. Said compensation shall be pro-rated based upon the length of such assignment in the event that a core area 7th or 8th grade teacher (as defined above) has a sixth class assignment that is less than one school year in duration.

In the event that a core area 7th or 8th grade teacher (as defined above) is assigned to 4 or more preparations, he/she shall receive the above compensation (regardless of the number of students he/she instructs). It is agreed by the parties that AIS instruction that occurs during the time of the regular teacher work day will count as a sixth class provided that the teacher coordinates with the regular classroom teacher, prepares plans for the students and fulfills all administrative paperwork assignments.

ARTICLE VIII - WORKDAY/WORKYEAR

- A. The regular teachers' workday shall be 7 hours and 20 minutes.
- B. The work year for teachers shall begin no earlier than September 1st and end no later than June 30th, and total up to 185 days.¹ In-service days shall be planned by a joint union/administrative committee subject to the final decision of the Superintendent.
- C. On days when an employee is taking or teaching a course, days preceding a holiday and Fridays, an employee may leave as soon as the students have left.
- D. Sign-In/Sign-Out: Unit members may be required to sign-in and sign-out manually or through the means of electronic equipment upon arrival to work and departure from work, as well as during any mid-day periods when they leave and return to their job sites. All sign-in and sign-out activity shall occur during working hours. There shall be no requirement to sign-out and sign-in for movement within the building for lunch or otherwise.

ARTICLE IX - EVALUATION - PURPOSE AND PROCEDURES

[This Article is inapplicable to classroom teachers who are subject to evaluation pursuant to Section 3012-d of the Education Law and Part 30-3 of the Regents Rules.]

A. Purpose

1. The District and the Association/Union agree that the purpose of evaluation shall be to improve instruction and to evaluate a teacher's performance.

¹ It is understood by the parties hereto that the District's agreement to modify this contractual provision by including the words "up to" prior to "185" shall not infringe upon the District's right to require a work year of 185 days.

- 2. The responsibility for the implementation of this Article rests solely with the District and its administrative staff and shall be in conformance with the purpose of evaluation.
- 3. The general criteria for improving instruction shall be developed by the District with the consultation of the Association. Nothing contained herein shall diminish the Employer's right to set said standards.

B. Procedures.

- 1. Observations and Evaluation.
 - a. All monitoring or observations of the teachers shall be conducted openly with the full knowledge of the teacher.
 - b. Probationary teachers shall be entitled to two (2) full period clinical observations per year. Such observations shall be preceded by a pre-observation conference at which time the administrator and the teacher shall go over the teacher's objectives, methods and materials planned for the lesson to be observed.
 - c. Within five (5) days of the observation the teacher shall receive a copy. Within five (5) days after the classroom observation, the evaluator shall schedule a conference with the teacher both to review the observation report together in accordance with the stated purpose of this Article. The report should be signed by the teacher merely to indicate that he/she read the report. The teacher may submit a written statement of his/her own for the record. The signing of the observation report or failure to answer in writing shall not be construed as agreement with the report.
 - d. If an evaluator finds a teacher less than satisfactory, he shall identify in writing, specific deficiencies and discuss said evaluation with the teacher.

C. General Procedures

- 1. All teachers, upon initial employment, shall be given copies of evaluation forms and the contract.
- 2. Probationary teachers shall be evaluated at least one (1) time each term or two (2) times a year.

- 3. Notwithstanding the requirements regarding clinical observations, the District may implement supplemental fair observation and evaluation procedures.
- 4. All probationary teachers shall receive a yearly written comprehensive summary evaluation by June 1st of each year of service in the District.
- 5. Special procedure for the denial of tenure: probationary teachers about whom there is a reasonable doubt for tenure shall be notified in writing of such doubt at least 120 days before the expiration of the probationary term.

ARTICLE X - PERSONNEL FILE

- A. There shall be only one personnel file maintained for each teacher.
- B. No material other than routine financial notices shall be placed in a teacher's file without the teacher being given an opportunity to sign that material. Employees shall be requested to sign and date the material to indicate that they have received it and have been properly notified. Upon failure to sign, a supervisor will so note and initial the document indicating the receipt by the employee. The signing by the employee shall not be interpreted as agreement with the contents therein.
- C. Teachers (and/or their designated representative with written permission) shall be permitted to examine and make copies of materials in their file at reasonable times.
- D. Any material found in the file not placed there in accordance with Section "B" above, may be grieved at the request of the teacher. Said material shall be sealed separately in the file pending the outcome of the grievance.
- E. The District shall not submit any critical evaluative letter nor commence disciplinary proceedings until after a disciplinary interview has been conducted with the teacher. This provision shall not apply in a criminal investigation.

ARTICLE XI - LEAVES OF ABSENCE

A. Leaves: Unit members who have accumulated at least 100 sick leave days and who use no more than an average of 10 sick days (discounting from that count those days that meet the definition of serious health concern under the FMLA) during their last two years of employment preceding retirement to receive TRS benefits (excepting from the count FMLA leave days) shall be entitled to have the District make a non-elective direct

employer contribution into their §403(b) tax sheltered annuity accounts, upon retirement, at the rate of \$47.50 per day effective July 1, 2008 for all days accumulated beyond 100.

End of Career Sick Leave Bonus: Effective July 1, 2018, unit members who use fewer than 10 sick leave days during each of their two final years of employment in the District prior to retiring to receive benefits from NYSTRS or ERS, as applicable, shall be entitled to a \$500 bonus. Days that qualify for FMLA leave shall not be counted toward the ten days count.

B. Effect of On-The-Job Injuries: A serious physical accident or injury that does not involve any pre-existing condition, caused during regular assigned working hours, will not be charged to the teacher's individual accumulated sick leave up to the first twenty (20) school days; provided, however, with respect to pay for sick leave the School District shall receive the reimbursement for Workers' Compensation. Such an injury must be reported to the administration and/or school nurse within five (5) working days.

C. Leave:

- 1. Personal Leave: Each faculty member will be given three (3) non-cumulative days per school year for personal use at full pay. The reason for leave need not be stated. Employees will give 48 hours of notice of leave, except in emergencies. At the end of each school year, any unused personal days will be added to accumulated sick leave days (pro-rated for part-time employees). Personal and vacation leave may not be used to extend holidays, vacations or school recess periods without the approval of the Superintendent.
- 2. Sick Leave: Fourteen (14) days per year will be granted. Unused days to accumulate to 190 days. The Principal, or his designee, is to be notified as early as possible on the day of absence. The District will furnish, by November 1, the status of leave for each teacher as of June 30. A teacher who spends up to one-half (½) day in school before leaving due to illness, shall be deducted one-half (½) day of sick leave, where applicable. On half-days of school, only a half sick day shall be deducted from a teacher's sick leave.
- 3. Sick Day Bank: A Sick Day Bank will be established for the sole purpose of assisting staff members on extended illness who have used his/her accrued sick days.
 - a. There shall be no District contributions.
 - b. Joint Administration, GLTA and Board.

- c. No more than two (2) days per year per teacher may be contributed to the sick bank.
- d. No more than 160 days total in bank at any time.
- e. Written waiver from each contributor acknowledging that days cannot be taken back.
- f. All contributions to be made by September 15th.
- g. No more than 100 days may be withdrawn by any one bargaining unit member during his or her career.
- 4. After three (3) consecutive days of absence due to illness or disability, a supervisor may ask for a doctor's note verifying such illness or disability. The School District shall pay for the cost of the doctor's visit, if any

D. Death in the Family:

- 1. A leave of up to five (5) days will be granted for each death in the family. Families shall include the following members: spouse, parent, child, brother, sister, stepchild, mother-in-law, father-in-law, grandchild, grandparent and any member of the resident household. Such leave shall be available upon the date of death and/or those days immediately following the death.
- 2. A two (2) day leave will be granted for the death of a brother-in-law, sister-in-law, aunt or uncle. Such leave shall be available upon the date of death and/or the day(s) immediately following the death.
- 3. The Superintendent may grant additional bereavement days under paragraphs "1" and "2" above, at his/her discretion.
- E. Conference Leave: The teacher may apply for leave at full pay for professional conferences and visitations to other schools within their specialty, expenses paid, subject to approval of the Superintendent of Schools. This leave shall not be deducted from either personal leave or sick leave of the teacher.

F. Child Care Leave:

- 1. A teacher shall be entitled to sick leave if actually disabled.
- 2. A teacher shall be entitled to up to two (2) years child care leave.
- 3. Teachers must apply thirty (30) days in advance for child care leave.

- 4. The parties shall agree as to the beginning and ending of child care leave at the semester or term.
- 5. Child care time will not accrue for seniority or step. Seniority shall continue to accrue while a teacher is on sick leave.
- 6. Child care leave provisions apply to natural or adopted children regardless of the age of the child.
- G. Leave of Absence: A leave of absence will be granted up to one (1) year with the mutual consent of the Board and the Association. The teacher will not lose nor gain seniority.
- H. Leave for Legal Duty: Any teacher subpoenaed to appear in Court, before an agency or other quasi-judicial proceeding on behalf of the District shall be granted time off without loss of pay and the time shall not be deducted from any accumulated sick or personal leave days. The District shall not charge days served on the jury against sick or personal leave, but shall be entitled to receive all fees for jury duty service except travel and meal allotments.
- I. Sabbatical: There will be a moratorium on this item for the length of this Contract.
- J. Two (2) IEP development release days each school year shall be provided for special education teachers, occupational therapists, physical therapists, speech teachers, psychologists & social workers.

ARTICLE XII - SALARY PAYMENT

A. Salaries shall be paid pursuant to the Schedules annexed hereto as Appendices "1", "2", "3" and "4" and as stated below:

For the 2018-19 school year, step advancement shall be effective on July 1, 2018, with a 2.5% increase applied to each step of the 2017-18 salary schedule effective July 1, 2018. In addition, effective July 1, 2018, steps 4A and 6A shall be added to the salary schedule, which shall only be applicable to those employees hired on or after July 1, 2018. For the 2019-20 school year, step advancement shall be effective on July 1, 2019, with a 2.5% increase applied to each step of the 2018-19 salary schedule effective July 1, 2019. For the 2020-21 school year, step advancement shall be effective on July 1, 2020, with a 2.5% increase to each step of the 2019-20 salary schedule effective July 1, 2020. For the 2021-22 school year, step advancement shall be effective on July 1, 2021, with a 2.5% increase to each step of the 2020-21 salary schedule effective July 1, 2021.

B. Credits:

- 1. Credits shall be paid only for courses approved in advance related specifically to the teacher's area of assignment or teaching methodology within that area.
- 2. Courses must be taken within an accredited graduate degree granting institution.
- 3. Off schedule credits earned prior to July 1, 2015 shall be paid as earned at the rate of \$55 per credit. Newly acquired graduate credits that are earned on or after July 1, 2015 pursuant to the conditions set forth in Article XII(B) shall be compensated at the rate of \$57 per credit.
- 4. Aggregating Credits for Compensation Purposes: Notwithstanding the above, credits earned in the pursuit of graduate course work shall be recognized for compensation in blocks of twelve (12) hours in 2012-13 and in blocks of fifteen (15) hours commencing with the 2013-14 school year. Posting shall occur upon adequate proof presented to the Superintendent during the months of September and January. In-service credit shall be paid for at the same hourly rate as graduate credits for each fifteen (15) in-class hour course taken with the Superintendent's prior approval. Hours in excess of fifteen (15) shall be creditable towards in-service credit in blocks of fifteen (15) hours. Posting of in-service credits shall occur on the same basis as graduate credits.

C. Extra Activity Schedule:

I. Sports/Musicals/Drama/Web Site Administrator/Mentoring/8th Grade Advisor:

2018-2019	2019-2020	2020-2021	2021-2022
\$2,375	\$2,450	\$2,525	\$2,600

II. Clubs and Yearbook:

2018-2019	2019-2020	2020-2021	2021-2022
\$1,575	\$1,650	\$1,725	\$1,800

III. District Selected In-Service Training Instructors:

2018-2019	2019-2020	2020-2021	2021-2022
\$80	\$80	\$80	\$80

Effective July 1, 2018, coaches who serve more than three (3) consecutive years in coaching District sports shall receive a \$200.00 longevity payment, coaches who serve more than five (5) consecutive years in coaching District sports shall receive a \$300.00 longevity payment and coaches who serve more than ten (10) consecutive years in coaching District sports shall receive a \$500.00 longevity payment.

- D. Teachers shall advance progressively from Steps one through six. For step advancement beyond Step 6, a teacher must participate at least every other year as an activity supervisor, or coach, or an overnight trip, or serve on a District-wide or school-wide committee, or perform some other school improvement project, or participate in a District-approved in-service course or graduate course (not required for certification). The District will conduct or approve at least three (3) in-service courses each year to assure teachers the ability to participate in a District-approved in-service course. Movement towards a longevity step is also considered within the meaning of step advancement. Anyone on longevity who does not perform the requirements of this provision will not receive longevity payment for the following year(s).
- Longevity: Effective July 1, 2018, at the start of the 20th year of employment there shall be an annual longevity payment of \$3,000, at the start of the 25th year of employment there shall be an additional annual longevity payment of \$3,000 and at the start of the 28th year of employment there shall be an additional annual longevity payment of \$2,500. Effective July 1, 2019, at the start of the 20th year of employment the annual longevity payment shall remain at \$3,000, there shall be a new annual longevity payment of \$1,000 at the start of the 22nd year of employment, the annual longevity amount at the start of the 25th year of employment shall remain at \$3,000 and at the annual longevity amount at the start of the 28th year of employment shall remain at \$2,500. Effective July 1, 2020, at the start of the 20th year of employment the annual longevity payment shall remain at \$3,000, the annual longevity amount at the start of the 22nd year of employment shall remain at \$1,000, the annual longevity amount at the start of the 25th year of employment shall be increased to \$3,500 and at the annual longevity amount at the start of start of the 28th year of employment shall be increased to \$3,000. Effective July 1, 2021, at the start of the 20th year of employment the annual longevity payment shall remain at \$3,000, the annual longevity amount at the start of the 22nd year of employment shall remain at \$1,000, the annual longevity amount at the start of the 25th year of employment shall be increased to \$4,000 and at the annual longevity amount at the start of start of the 28th year of employment shall be increased to \$3,500.

F. Health Insurance:

1. All full-time employees shall contribute 11.75% effective July 1, 2018 towards the cost of health insurance premiums for individual and dependent

coverage. All full-time employees shall contribute 12% effective July 1, 2019 towards the cost of health insurance premiums for individual and dependent coverage. All full-time employees shall contribute 12.5% effective July 1, 2020 towards the cost of health insurance premiums for individual and dependent coverage. All full-time employees shall contribute 13% effective July 1, 2021 towards the cost of health insurance premiums for individual and dependent coverage. This school district agrees to pay the remainder of the individual and dependent premium costs for hospitalization insurance provided by the Orange-Ulster School District Health Plan. The District agrees to maintain equal or superior coverage to that provided in the Orange-Ulster School District Health Plan. The District shall institute a three-part §125 I.R.C. Plan for the benefit of employees. If the Orange-Ulster School District Health Plan terminates, then, the NYS Government Plan (Empire with all enhancements) will be substituted. However, if the District chooses to change plans, then coverage shall be equal or superior to the coverage in effect at the time of the change.

- 2. Unit members shall not be entitled to dual coverage under the Orange-Ulster School District Health Plan if a spouse is likewise entitled. In such case, there shall be entitlement to only one family coverage per couple, or each may engage in individual coverage. In the event of conflicting contract language with that of another School District participating in the Orange-Ulster School District Health Plan, a birthday rule shall be utilized to determine which District pays for the family coverage. Notwithstanding the above, this restriction may be removed by the District, without a further obligation to negotiate, whenever the effect of the same would be to cause non-compliance with the 95% offer requirement of IRC §4980H[a].
- 3. Unit members participating in Health Maintenance Organization coverage shall be entitled to District contribution up to the same monthly dollar amount paid as the District's share towards individual or dependent premium coverage under the District's Plan. The remainder shall be paid as the employee premium contribution.
- 4. This benefit shall be pro-rated for part-time teachers. Effective for employees hired on or after July 1, 2013, such part-time employees who are regularly scheduled to work less than twenty-five (25) hours per week shall not be eligible to receive health insurance benefits.
- 5. The parties agree to further jointly study the issue of retiree health insurance benefits.

G. Health Insurance Buy-Out:

- 1. Effective July 1, 2018, unit members who are otherwise health insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1,400 for opting out, payable in equal payments in bimonthly installments. The employees must give written notice of opting out by the date specified below and must also produce proof of other health insurance coverage at the time of making application for the buy-out.
- 2. For the 1990-91 school year, written notice and proof of other health insurance coverage must be submitted to the Business Office by no later than January 10th for buy-outs effective February 1, 1991. Thereafter, application must be made at least one month before the first day of the next following month, at which time the buy-out will become effective (i.e., on or before August 1st for a buy-out effective September 1st).
- 3. The buy-out shall not be available to unit members who are ineligible for coverage under the District's Health Insurance Plan by reason of the provisions of Paragraph "F", above.
- 4. A part-time employee must work at least 50% of each work day or each work month to be entitled to a health insurance buy-out, which shall be pro-rated based upon the percentage of the work day worked or work month worked by such part-time employee. For those employees hired on or after July 1, 2013, a part-time employee must work at least 62.5% of each work day or each work month in order to be entitled to a health insurance buy-out, which shall be pro-rated based upon the percentage of the work day worked or work month worked by such part-time employee; provided that unit members whose positions are reduced from full time to part-time status due to the abolitions of positions shall retain their health benefits as if still in full-time status.

H. Retiree Health Insurance Benefits:

Unit members who retire on or after July 1, 2005 shall not be required to contribute towards the cost of health insurance premiums for individual or dependent coverage, except to the same extent as active members in the unit at the time of their retirement, if they were enrolled twelve (12) months preceding the date of retirement, completed at least fifteen (15) years of service in the District and either qualified for retirement as a member of the retirement system or are at least 55 years of age. Notwithstanding the above, retirees who were ineligible for coverage during the 12 month period preceding the date of retirement due to health plan ineligibility rules shall not be precluded from

this benefit based upon a qualifying event (i.e.: death of spouse, divorce or spouse's loss of insurance benefit that renders the retiree without coverage under the spouse's plan.)

I. Welfare Fund:

- 1. A Welfare Fund will be created for and managed by the GLTA. Its primary function is to secure additional insurances, such as dental and optical coverage, for its members.
- 2. The School District will contribute per member at the following rate: \$1,215 per capita per annum effective July 1, 2012. The District's per capita per annum contribution to the Welfare fund shall increase to \$1,240 effective with the 2020-21 school year. The District's per capita per annum contribution to the Welfare fund shall increase to \$1,265 effective with the 2021-22 school year. The District shall have the right to audit the Welfare Fund at its own expense through a certified public accountant and a copy of the audit shall be furnished to the Association President.
- 3. This benefit shall be pro-rated for part-time teachers.
- J. Military Service: Any teacher who has performed honorable, active United States Military Service or has been a member of the Peace Corps shall be credited with one step for every full year of active service, up to a maximum of three (3) steps.
- K. Credit Union Participation: Unit members may elect to have salary deductions remitted to the Hudson Heritage Federal Credit Union. The amount of deduction may be changed up to four (4) times per school year.
- L. Curriculum Writing. Effective July 1, 2015, curriculum writing and other curriculum-related work shall be compensated at the rate of 1/1400th of annual salary per hour, should such take place after the teacher's contractual work day or over the summer. The District will inform the Teachers by June 20th of the number of teachers needed for the summer curriculum work and the amount of time it should take. Unit members required to do summer counseling work will be paid at their daily rate of pay (1/200th of annual salary).

ARTICLE XIII – PAYCHECKS

Effective July 1, 2018, all pay shall be issued via direct deposit and pay stubs will be issued electronically to bargaining unit members.

Unit members who opt for the twelve month/24 check option, instead of the ten month/20 check option shall submit a written notice to the Business Office on or before June 15th of the preceding school year setting forth the election to receive pay pursuant to

this twelve month check option. The payroll savings plan will continue to be available. The administration will consult with the Association prior to establishing the pay dates for each fiscal (school) year. Effective July 1, 2014, each unit member shall receive pay during the time of their work year on the 15th and 30th days of each month when they work. If the payday falls on a day off, the employee shall receive their checks or direct deposits on the last day school is in attendance prior to the pay date.

For those ten month unit members who choose to defer pay to the last pay date in June, the equivalent of 4/24ths of their salary shall be deferred to the pay date and the remaining amount of salary shall be equally divided among the pay periods preceding the last pay date in June.

Payroll deductions shall be provided for the NYSUT Benefit Trust and for VOTE/COPE.

ARTICLE XIV - DUES AND FEE DEDUCTIONS

- A. The District agrees to deduct dues from the salaries of its teachers for the Association and its affiliates as said teachers individually and voluntarily authorize.
- B. Monies deducted from teachers' paychecks for dues will be paid to the Association Treasurer entitled to said funds at intervals to be agreed upon by the School Business Manager and Teachers' Association Co-Presidents, and will adhere to the following schedule where practicable: Ten percent (10%) monthly, September through June, regardless of the paycheck option. In the event of termination of employment, the District shall deduct dues on a pro-rated ten (10) month basis based upon the amount of time worked.
- C. The Association shall provide the District with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues for the Association.
- D. The District shall, following each month from which a dues deduction is made, transmit the amount so deducted to the Association.
- E. It is recognized that proper negotiation, administration of collectively negotiated agreements, and provided necessary supportive services entail expense to the Association as exclusive representative of the employees in the bargaining unit. To provide for the fair and equal distribution of this financial burden, it is agreed that said expense should be shared by all employees in the unit benefitting from such agreements.
- F. Effective July 1, 1987, teachers who are not members of the Association shall be required to pay agency fee to the Association in an amount equivalent to full Association dues. The District shall deduct the agency fee from the salaries of all non-

Association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. The Association agrees to provide the District with a list of all non-members requiring fee deductions by October 15, said list to be amended from time to time. Upon request of any teacher, the Association shall provide a detailed accounting of its expenditures to said teacher and the District. The Association represents that it has established and will maintain a procedure which provides for the refund, to any teacher who so demands, of any part of an agency fee deduction which represents that teacher's pro-rata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association will provide the District with a copy of the refund procedures prior to the deduction of any agency fees pursuant to this provision. The Association shall indemnify the District against damages which may be recovered against the District as well as provide a legal defense related to the District's obligations under this provision of the Agreement, except with respect to the obligation to make the deductions, as described in this paragraph.

ARTICLE XV - RETIREMENT INCENTIVE

- A. All unit members who will be fifty-five (55) years of age or older and have served for at least fifteen (15) years in the School District on or before June 30, 1988, shall be entitled to a retirement incentive of forty percent (40%) of their final year's scheduled salary plus credit, provided that notice of retirement is given on or before May 1, 1988 for retirement effective June 30, 1988. The per centum of this benefit shall be increased to forty-three percent (43%) for those eligible unit members who have at least one hundred fifty (150) accumulated sick days on the date of retirement.
- B. Those unit members who will reach the age of fifty-five (55) and who have served at least fifteen (15) years in the District in any succeeding school year or who will be completing the fifteenth year of service in such succeeding school year, shall be entitled to the benefit described in paragraph "A" above, provided that notice is given by the February 1st in advance of the retirement date of June 30th and August 31st.

For the 2008-2009 school year only, unit members 55 years or older with at least ten years of school district service shall be entitled to the retirement incentive benefit in the contract for a retirement effective June 30, 2009, notice in writing by February 1, 2009. This provision will sunset except for enforcement purposes.

The Employer shall pay such incentive between June 30th and November 1st of the calendar year in which the teacher retires, subject to applicable contributions limits under section 415(C)(1) of the Internal Revenue Code and other contribution limits as outlined in paragraph 2 in the 403 (b) MOA.

C. Those unit members who will reach the age of fifty-five (55) between September 1st and January 31st and who have served at least fifteen (15) years in the District in any succeeding school year or who have completed the fifteenth year of service, shall be entitled to the benefit described in paragraph "A" above, and have the option of a retirement date of February 1, provided that notice is given by September 1 of that school year.

The employer shall pay such incentive between February 2nd and May 31st of the calendar year in which the teacher retires, subject to applicable contribution limits under Section 415 (c) (1) of the Internal Revenue Code and other contribution limits as outlined in paragraph 2 in the 403(b) MOA.

- D. Notwithstanding the above, unit members who failed to avail themselves of the retirement incentive payments referenced in paragraphs "A" or "B", above, shall be eligible for the benefit described in paragraph "A", above, provided that the notice of retirement is given by April 1, 1991 for a retirement effective June 30, 1991.
 - E. This Article shall not be subject to renegotiations until July 1, 2005.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement, or any established working conditions.
- B. The Association and the District shall attempt to resolve all grievances within fifteen (15) school (working) days of the date when the act underlying the grievance occurred, through informal attempts. The Superintendent shall be informed in writing when the informal process commences. During the summer months, the fifteen (15) days shall be based upon counting weekdays.
- C. All grievances shall be processed through the Association grievance committee which shall have the exclusive right to process a grievance.
- D. If the Association and the District fail in their attempt to informally resolve a grievance, the grievance shall be reduced to writing within 30 weekdays of the date when the grievance was alleged to have occurred. Failure to do so, shall be deemed a waiver and abandonment of the grievance.
- E. Should the matter not be resolved in "D" above, the Association may submit the grievance to final and binding arbitration.

- 1. The matters shall be heard by one of the following arbitrators who shall be selected on a rotating basis, to the extent practicable, from the following list: Louis Patack, Jeffrey Selchick, Carol Wittenberg and Bonnie Siber Weinstock.
- 2. The arbitrator's decision will be accepted by both parties as final and binding.
- 3. The arbitrator shall be without power to add to, subtract from, change or otherwise alter the provisions of this Agreement and shall not add new terms and conditions of employment hereto.
- 4. The costs of the arbitration shall be divided equally between the District and the Association.
- 5. A failure on the part of the Union to invoke the grievance process or to promote a grievance within the time lines referenced above, shall be deemed a waiver of the right to pursue the grievance.

ARTICLE XVII - ASSOCIATION RIGHTS

- A. Association Leave: In order to maintain a cooperative atmosphere between the Board of Education, the Administration and the Association, the GLTA shall be granted no more than nine (9) days a year to conduct the necessary business. The utilization of these days must be upon at least two (2) days' notice to the Superintendent.
- B. Conference Days: The Association will participate in the planning of all District-wide conferences through informal meetings with the Administration.
- C. Teaching Priorities: The Administration will solicit teacher views before establishing teaching priorities.
- D. Lounges: Teachers' Lounges with work areas shall be provided with comfortable furniture, refrigerators, and adequate lighting. Vending machines will be placed in teacher areas at no cost to the Board.
- E. Association Meetings: A day in the month will be set aside for Association meetings. No other meetings will be scheduled on that day. On school days, the Association shall have the right to use areas in school buildings for meetings, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with the Principal in advance. All requests for school building use shall

conform to Board rules and regulations, provided, however, that there shall be no cost to the Association for such meetings.

- F. Access to Mailbox, Bulletin Boards and Equipment.
 - 1. The GLTA shall have the use of designated Bulletin Boards, and mailboxes.
 - 2. The Association, with the prior approval of the Building Administrator, will be permitted to use school typewriters, mimeographing machines, other duplicating machines, and A-V equipment, provided, however, that such equipment is not otherwise in use, the equipment is used at reasonable times and on school property for legal association activities, and the Association provides its own materials.
- G. Access to Information.
 - 1. The Board shall comply with any requests by the Association for available information which is relevant to the processing of any grievance by the Association or to the negotiation by the Association and the Board of any condition of employment. The same courtesies will be granted the Board by the Association.
 - 2. The Association shall be provided with a copy of the completed official agenda of each regular Board meeting and the purpose of each Special Board meeting at least 24 hours prior to such meeting whenever possible.
 - 3. The Association shall be provided with the official minutes of each regular and/or special meeting as soon as possible.
- H. Labor/Management Consultations:

The Superintendent shall meet with the Association's executive committee (a maximum of three) in labor/management consultations at least four (4) times per school year.

ARTICLE XVIII - REDUCTION IN FORCE

A. In the event that lay-offs or reductions in staff are anticipated, the Union President(s) will be notified in writing as soon as possible and no later than the First Friday in June, in the event that the first budget vote is successful, and by no later than June 30th in the event of a second budget vote or the adoption of a

contingency budget for the purpose of further discussion. To aid in this discussion, the Union will be given a current list of members by title and seniority.

B. The District shall make a reasonable effort, consistent with the provisions of the tenure and certification laws and regulations, to retain those excessed teachers in teaching positions (i.e., long term substitute or regular substitute positions).

ARTICLE XIX - CONTRACT COPIES

A. Copies of the collective bargaining agreement shall be printed by the Board and distributed to all teachers and administrative staff members now employed or hereafter employed by the Board within a reasonable amount of time (approximately six [6] weeks) after ratification of the contract by both parties. In addition, one hundred (100) copies of the Agreement will be supplied to the Association for its use.

ARTICLE XX - TERMS AND CONDITIONS

- A. The terms of this Contract shall not apply where found to be inconsistent with other legal provisions including but not limited to statutes of the Federal and New York State Government, rules and regulations of the Commissioner of Education.
- B. If any provision shall be found contrary to the law, such provision shall be modified forthwith by the parties to the extent necessary to conform thereto. In such case, all other provisions of this Contract shall remain in effect.
- C. Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed and related to the terms of this Agreement, shall be consistent with terms and conditions of this Agreement. If such individual agreement, arrangement and/or contract related to the terms of this Agreement contains any inconsistent language, this Agreement during its duration, shall be controlling.

ARTICLE XXI - PERFORMANCE CONTRACTING

Any plans to introduce performance contracting into the Greenwood Lake Union Free School District will only be implemented by mutual, written agreement with the Greenwood Lake Teachers' Association. This does not include BOCES shared services.

ARTICLE XXII - MAINTENANCE OF STANDARDS

- A. All terms and conditions of employment in effect at the time this Contract becomes effective shall remain in full force and effect during the life of this Contract except where improved or modified by this Contract.
- B. It shall be the prerogative of the District to institute new practices concerning matters not covered by this Agreement. No policy undertaken pursuant to this Article shall alter wages, hours or conditions of work as set forth in this Agreement.
- C. All District practices and policies relating to collective bargaining subjects which have not been altered or changed by this Agreement shall remain in full force and effect.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XXIII - LEGISLATIVE AUTHORITY AND DURATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This Agreement shall be effective July 1, 2018 and continue through June 30, 2022. It may be altered, added to, deleted from, or modified only by the voluntary mutual consent of the parties in a written and signed memorandum. This Agreement shall be effective July 1, 2018 and shall continue in effect in accordance with Article III (A).

DATED this 27 day of Avaux, 2018.

GREENWOOD LAKE UNION FREE SCHOOL
DISTRICT BOARD OF EDUCATION

SUPERINTENDENT OF SCHOOLS

GREENWOOD LAKE TEACHERS' ASSOCIATION

CO-PRESIDENT

CO-PRESIDENT

APPENDIX 1 2018-2019 School Year

Step	BA	BA30	MA	BA60	MA30	MA60	PHD
1	\$54,110	\$58,264	\$59,778	\$62,432	\$63,930	\$68,100	\$71,611
2	\$56,223	\$60,384	\$61,890	\$64,546	\$66,046	\$70,220	\$73,727
3	\$56,960	\$61,126	\$62,626	\$65,285	\$66,786	\$70,958	\$74,466
3A	\$59,221	\$63,386	\$64,888	\$67,545	\$69,048	\$73,217	\$76,726
4	\$61,484	\$65,647	\$67,149	\$69,806	\$71,309	\$75,477	\$78,988
4A	\$62,499	\$66,663	\$68,168	\$70,823	\$72,325	\$76,493	\$80,005
5	\$63,514	\$67,679	\$69,186	\$71,840	\$73,341	\$77,509	\$81,022
6	\$65,552	\$69,713	\$71,220	\$73,876	\$75,370	\$79,542	\$83,054
6A	\$66,569	\$70,730	\$72,236	\$74,892	\$76,390	\$80,559	\$84,071
7	\$67,586	\$71,747	\$73,252	\$75,908	\$77,410	\$81,576	\$85,087
8	\$69,619	\$73,780	\$75,285	\$77,941	\$79,441	\$83,608	\$87,123
9	\$71,649	\$75,811	\$77,321	\$79,974	\$81,475	\$85,645	\$89,157
10	\$73,685	\$77,845	\$79,356	\$82,009	\$83,507	\$87,677	\$91,186
11	\$75,718	\$79,879	\$81,384	\$84,043	\$85,538	\$89,709	\$93,221
12	\$77,751	\$81,911	\$83,419	\$86,074	\$87,574	\$91,743	\$95,252
13	\$79,784	\$83,945	\$85,451	\$88,108	\$89,607	\$93,778	\$97,290
14	\$81,905	\$86,070	\$87,574	\$90,230	\$91,729	\$95,902	\$99,408
15	\$84,030	\$88,191	\$89,697	\$92,353	\$93,850	\$98,020	\$101,530
16	\$86,148	\$90,313	\$91,816	\$94,471	\$95,972	\$100,140	\$103,654
17	\$88,270	\$92,431	\$93,942	\$96,592	\$98,094	\$102,264	\$105,776
18	\$90,391	\$94,554	\$96,059	\$98,718	\$100,216	\$104,387	\$107,898
19	\$92,514	\$96,677	\$98,182	\$100,837	\$102,339	\$106,508	\$110,017

Longevity Schedule effective July 1, 2018:

Long. 20 \$3,000 Long. 25 \$3,000 Long. 28 \$2,500

APPENDIX 2 2019-2020 School Year

Step	ВА	BA30	MA	BA60	MA30	MA60	PHD
1	\$55,462	\$59,721	\$61,272	\$63,993	\$65,529	\$69,802	\$73,401
2	\$57,629	\$61,893	\$63,437	\$66,160	\$67,697	\$71,975	\$75,570
3	\$58,384	\$62,654	\$64,192	\$66,917	\$68,456	\$72,732	\$76,328
3A	\$60,702	\$64,971	\$66,510	\$69,234	\$70,774	\$75,047	\$78,645
4	\$63,021	\$67,288	\$68,827	\$71,551	\$73,092	\$77,364	\$80,962
4A	\$64,061	\$68,329	\$69,872	\$72,593	\$74,133	\$78,406	\$82,005
5	\$65,102	\$69,371	\$70,916	\$73,636	\$75,174	\$79,447	\$83,048
6	\$67,191	\$71,456	\$73,001	\$75,723	\$77,255	\$81,531	\$85,130
6A	\$68,233	\$72,498	\$74,042	\$76,764	\$78,300	\$82,573	\$86,172
7	\$69,276	\$73,541	\$75,083	\$77,806	\$79,345	\$83,615	\$87,214
8	\$71,360	\$75,624	\$77,167	\$79,890	\$81,427	\$85,698	\$89,301
9	\$73,440	\$77,706	\$79,254	\$81,973	\$83,512	\$87,786	\$91,385
10	\$75,527	\$79,791	\$81,339	\$84,059	\$85,594	\$89,869	\$93,466
11	\$77,611	\$81,876	\$83,419	\$86,144	\$87,677	\$91,952	\$95,551
12	\$79,695	\$83,959	\$85,504	\$88,226	\$89,763	\$94,036	\$97,634
13	\$81,779	\$86,044	\$87,587	\$90,311	\$91,847	\$96,123	\$99,722
14	\$83,952	\$88,222	\$89,763	\$92,485	\$94,023	\$98,300	\$101,893
15	\$86,130	\$90,396	\$91,939	\$94,661	\$96,196	\$100,470	\$104,069
16	\$88,302	\$92,571	\$94,112	\$96,833	\$98,371	\$102,644	\$106,246
17	\$90,477	\$94,742	\$96,291	\$99,007	\$100,546	\$104,821	\$108,420
18	\$92,650	\$96,918	\$98,460	\$101,186	\$102,722	\$106,997	\$110,595
19	\$94,827	\$99,094	\$100,636	\$103,358	\$104,898	\$109,170	\$112,768

Longevity Schedule effective, July 1, 2019:

Long.	20	\$3,000
Long.	22	\$1,000
Long.	25	\$3,000
Long.	28	\$2,500

APPENDIX 3 2020-2021 School Year

Step	BA	BA30	MA	BA60	MA30	MA60	PHD
1	\$56,849	\$61,214	\$62,804	\$65,592	\$67,167	\$71,548	\$75,236
2	\$59,070	\$63,441	\$65,023	\$67,814	\$69,389	\$73,775	\$77,460
3	\$59,844	\$64,220	\$65,797	\$68,590	\$70,167	\$74,550	\$78,236
3A	\$62,220	\$66,595	\$68,173	\$70,965	\$72,544	\$76,923	\$80,611
4	\$64,596	\$68,971	\$70,548	\$73,339	\$74,919	\$79,298	\$82,986
4A	\$65,663	\$70,038	\$71,619	\$74,408	\$75,986	\$80,366	\$84,055
5	\$66,730	\$71,105	\$72,689	\$75,477	\$77,054	\$81,433	\$85,124
6	\$68,870	\$73,243	\$74,826	\$77,616	\$79,186	\$83,569	\$87,258
6A	\$69,939	\$74,311	\$75,893	\$78,684	\$80,257	\$84,637	\$88,327
7	\$71,008	\$75,379	\$76,960	\$79,751	\$81,329	\$85,705	\$89,395
8	\$73,143	\$77,515	\$79,097	\$81,887	\$83,462	\$87,841	\$91,534
9	\$75,276	\$79,649	\$81,235	\$84,022	\$85,600	\$89,981	\$93,670
10	\$77,416	\$81,786	\$83,373	\$86,161	\$87,734	\$92,116	\$95,802
11	\$79,551	\$83,923	\$85,504	\$88,297	\$89,869	\$94,251	\$97,940
12	\$81,688	\$86,058	\$87,642	\$90,432	\$92,007	\$96,387	\$100,074
13	\$83,823	\$88,195	\$89,777	\$92,568	\$94,143	\$98,526	\$102,215
14	\$86,051	\$90,428	\$92,007	\$94,798	\$96,373	\$100,757	\$104,440
15	\$88,283	\$92,656	\$94,238	\$97,028	\$98,601	\$102,982	\$106,670
16	\$90,509	\$94,885	\$96,465	\$99,254	\$100,830	\$105,210	\$108,902
17	\$92,739	\$97,111	\$98,698	\$101,482	\$103,060	\$107,441	\$111,131
18	\$94,967	\$99,341	\$100,922	\$103,715	\$105,290	\$109,672	\$113,360
19	\$97,198	\$101,571	\$103,152	\$105,942	\$107,520	\$111,900	\$115,587

Longevity Schedule effective, July 1, 2020:

Long.	20	\$3,000
Long.	22	\$1,000
Long.	25	\$3,500
Long.	28	\$3,000

APPENDIX 4 2021-2022 School Year

Step	ВА	BA30	MA	BA60	MA30	MA60	PHD
1	\$58,270	\$62,744	\$64,374	\$67,232	\$68,846	\$73,336	\$77,117
2	\$60,546	\$65,027	\$66,648	\$69,509	\$71,124	\$75,619	\$79,396
3	\$61,340	\$65,826	\$67,442	\$70,305	\$71,921	\$76,414	\$80,192
3A	\$63,775	\$68,260	\$69,877	\$72,739	\$74,357	\$78,846	\$82,626
4	\$66,211	\$70,695	\$72,312	\$75,173	\$76,792	\$81,280	\$85,061
4A	\$67,304	\$71,789	\$73,409	\$76,269	\$77,886	\$82,375	\$86,156
5	\$68,398	\$72,883	\$74,506	\$77,364	\$78,980	\$83,469	\$87,252
6	\$70,592	\$75,074	\$76,696	\$79,556	\$81,166	\$85,658	\$89,440
6A	\$71,688	\$76,169	\$77,790	\$80,651	\$82,264	\$86,753	\$90,535
7	\$72,783	\$77,264	\$78,884	\$81,745	\$83,362	\$87,848	\$91,630
8	\$74,972	\$79,452	\$81,074	\$83,934	\$85,549	\$90,037	\$93,822
9	\$77,158	\$81,640	\$83,266	\$86,123	\$87,740	\$92,230	\$96,012
10	\$79,351	\$83,830	\$85,457	\$88,315	\$89,928	\$94,419	\$98,197
11	\$81,540	\$86,021	\$87,642	\$90,505	\$92,115	\$96,607	\$100,388
12	\$83,730	\$88,209	\$89,833	\$92,693	\$94,308	\$98,797	\$102,576
13	\$85,919	\$90,400	\$92,022	\$94,883	\$96,496	\$100,989	\$104,771
14	\$88,202	\$92,688	\$94,308	\$97,168	\$98,782	\$103,276	\$107,051
15	\$90,491	\$94,972	\$96,594	\$99,454	\$101,066	\$105,557	\$109,337
16	\$92,772	\$97,257	\$98,876	\$101,735	\$103,351	\$107,840	\$111,624
17	\$95,057	\$99,539	\$101,166	\$104,019	\$105,636	\$110,127	\$113,909
18	\$97,341	\$101,825	\$103,445	\$106,308	\$107,922	\$112,413	\$116,194
19	\$99,628	\$104,111	\$105,731	\$108,591	\$110,208	\$114,697	\$118,477

Longevity Schedule effective, July 1, 2021:

Long.	20	\$3,000
Long.	22	\$1,000
Long.	25	\$4,000
Long.	28	\$3,500

MEMORANDUM OF AGREEMENT (hereinafter "MOA")

THIS AGREEMENT entered into as of the 4th day of May, 2005, by and between the Greenwood Lake Union Free School District ("Employer") and the Greenwood Lake Teachers Association ("Union"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between the Employer and the Union as follows:

Effective on the date of execution, the Employer and the Association agree the following terms shall modify the payout entitlements of Articles XI(A) and XV(B) of the 2005-2008 Agreement between the Greenwood Lake Teachers' Association and the District and Articles VII (C) and XVIII(B) of the 2005-2008 Agreement between the Greenwood Lake School Related Personnel Unit of the Greenwood Lake Teachers' Association and the District:

MANDATORY CLAUSES

- 1. No Cash Option: No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- 2. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under §415(c)(1) of the Internal Revenue Code, as adjusted for cost of living increases, using the calendar year for determining the contribution limit. For Employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and, in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer non-elective contribution referenced in any of the preceding paragraphs exceed the applicable contribution limits, the excess amount shall be handled by the Employer as follows:

The final average salary of all other members of the TRS (i.e., all TRS members with a membership date on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415, may be more advantageous for those member.

^{*} Explanation for TRS Categories: Under Education Law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's lifetime pension is, in part, calculated), includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving as compensation in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415.

- A. For all members in the New York State Teachers Retirement System ("TRS") with a membership date before June 17, 1971* and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the Employer's non-elective contribution; and
- B. For all members in the TRS with a membership date in the TRS on or after June 17, 1971, the employee shall first make an Employer non-elective contribution up to the contribution limit of the Internal Revenue Code. To the extent that the Employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an Employer non-elective contribution (which contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer's non-elective contribution is fully deposited into the employee's 403(b) account. In no case shall the Employer non-elective contribution exceed the contribution limit of the Internal Revenue Code.
- 3. 403(b) Accounts: Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer non-elective contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's non-elective contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into an endorsed/approved 403(b) program.
- 4. <u>Tier I Adjustments</u>: Tier I members with membership dates prior to June 17, 1971, Employer non-elective contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- 5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- 6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment

products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Employer Non-Elective Contributions Equal to Termination Pay: The Employer agrees to make an Employer non-elective contribution to the 403(b) account of each covered employee who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system (where applicable).

The amount of the Employer non-elective contribution shall be the amount set forth at Articles XI (A) and XV (A) (for Teachers) and Articles VII (C) and Article XVIII (B) (for SRP). The Employer shall make the contribution as described in paragraph 2, herein above.

For Teachers covered by the 2005-2008 Collectively Negotiated Agreement between the District and the Teachers' Association, payment shall be made on the dates specified in Article XV B. and XV C. of the Agreement. For SRPs covered by the 2005-2008 Collectively Negotiated Agreement between the District and the Teachers' Association, payment shall be made on the date specified in Article XVIII B of the Agreement.

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