

**AGREEMENT**

**BETWEEN**

**GATEWAY-LONGVIEW, INC.**

**AND**

**GATEWAY TEACHERS ASSOCIATION  
(NYSUT, AFT, AFL-CIO)**

**JULY 1, 2019 TO JUNE 30, 2022**

**CONTRACTUAL AGREEMENT**

**7/1/2019 – 6/30/2022**

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# ARTICLE 1

## MISSION STATEMENT, DURATION AND RECOGNITION

### 1.0 Mission Statement

GATEWAY - LONGVIEW, Inc. is a non-profit, human service organization whose mission is to provide high-quality supportive, educational and substitute care services for children/youth and families when those children/youth have emotional or behavioral problems and are at-risk for, or require, out-of-home placement.

### 1.1 Duration

This Agreement by and between Gateway - Longview, Inc., hereinafter called "Gateway", and the Gateway Teachers' Association, NYSUT, AFT, (AFL-CIO), hereinafter called the "Association", covers the period beginning on July 1, 2016 and ending on June 30, 2019.

### 1.2 Recognition

Teachers shall include all of the regular full and part-time instructors in the Residential Education, Day School/Treatment and Therapeutic Preschool including but not limited to teachers of: Special Education, Health/Physical Education, Industrial Arts/Technologies, Science, Reading, Library/Media Skills, Foreign Language, Home and Career Skills, Art Education, Music, Consultant Teacher(s), and regular long term temporary. (Per diem substitute teachers are not recognized as members of the bargaining unit.)

If and when new instructional positions are created, management is very willing to inform the Union in advance and receive its input prior to implementation.

### 1.2.1 Consultant ("Special Education Itinerant Services") Teacher,

Therapeutic Preschool;

### 1.3 Exclusivity

The rights and Privileges of the teachers' organization and its representatives as set forth in this contract shall be granted only to the Association as the exclusive representative of the teachers.

### 1.4 Check-Off

The president or treasurer of the Association will present signed payroll deduction forms to Human Resources at the beginning of the school year. These cards will remain in effect from year to year while the member is employed by Gateway. All teachers hired after June 30, 1989 are required to pay a monthly service charge to the Association, in lieu of dues, should the teacher not wish to join the Association.

The Association is authorized to direct Gateway, in writing, to discharge a teacher for non-payment of this monthly service charge. Gateway and the Association affirm that Gateway shall assume no liability for such a discharge.

## ARTICLE 2

### DEFINITIONS

#### 2.0 Definitions

- a) The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit.
- b) The terms "Gateway" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "Gateway" and "Association" as such, each reserves a right to act hereunder by committee, individual member, or designated representative, except as specifically provided herein.

## ARTICLE 3

### FAIR PRACTICES

#### 3.0 Association

The Association agrees to maintain its eligibility to represent teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or any other protected class under Federal or State law and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organizations.

#### 3.1 Gateway

Gateway agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or any other protected class under Federal or State law or membership in or association with the activities of any employee organizations.

## ARTICLE 4

## GRIEVANCE PROCEDURE

### 4.0 Purpose

The purpose of this grievance procedure shall be to settle equitably, and informally, if possible, at the lowest administrative level, disputes which may arise from time to time with respect to specific claims of violation or misrepresentation of the terms of this Agreement or of established personnel practices.

### 4.1 Definitions

- a) A "grievance" is a complaint by one or more teachers of a violation, a misinterpretation of this Agreement, or of Gateway's Personnel Policies.
- b) The term "teacher" includes any individual or group of individuals within the negotiating unit.
- c) The term "days" used in this section shall be teacher attendance days (i.e., with or without students).

### 4.2 Structure

- a) Nothing herein contained shall be construed to prevent an individual teacher from presenting a written grievance, or having a grievance adjusted, without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. If such adjustment would affect the interpretation of the Agreement, the President/CEO will inform the Association and will meet and discuss the matter with its representatives prior to such adjustment. No such individual teacher may, however, be represented by an officer, agent, or member of another teachers' organization.
- b) There shall be established by the Association a central Grievance Committee which consists of no more than three (3) persons selected by the Association. This committee shall represent the Association at the first and second levels of this procedure.
- c) A probationary teacher may be terminated without recourse to the grievance procedure. Non-probationary teachers, whose discipline involves suspension (with or without pay) or termination, shall have their grievance presented at Step 2 below.

Procedure

The number of days indicated at each level shall be considered a maximum, and every effort shall be made to expedite the process. Time limits may be extended by mutual consent in writing by the authorized representatives of each party. In the event the grievance is filed by a 10-month teacher after May 15th of any year, and a strict adherence to the time limits may result in hardship to either party, Gateway shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

STEP 1:

- a) A teacher alleging a grievance may initiate this procedure by the following action: He may approach his immediate supervisor and discuss the matter in his own behalf. The teacher may require that a representative of the Association accompany him in approaching his immediate supervisor. In such case, the teacher may not be compelled to discuss such grievance prior to any scheduled meeting at which such representative is to be present. If the grievance is not resolved, the teacher may file a written grievance on a form supplied by the Association. The form shall be filed in three copies as follows: one copy for the teacher, the Association, and Gateway.
- b) A written grievance shall be filed as soon as possible, but in no event later than fifteen (15) days after the occurrence of facts giving rise to the grievance or notice of such facts to the teacher, whichever is later. Within three (3) days following the filing of a written grievance, a meeting shall take place between the respective Program Director, the aggrieved teacher, and the Association representative in an attempt to resolve the grievance. A written answer shall be delivered not later than two (2) days following the meeting described in this subsection (b).

STEP 2:

If a grievance is not settled at Step one (1) (b), the Association may within five (5) days of receipt of the Step one (1) (b) answer; notify the designated Vice President in writing that it appeals a grievance. Within three (3) days, the designated Vice President shall convene a Step two (2) meeting of the Central Grievance Committee and himself, and a written answer on or attached to the grievance shall be rendered within two (2) days thereafter and delivered to the Association. Nothing herein shall preclude any representative of the Association from discussing the grievance with the appropriate supervisor of the immediate supervisor, in an attempt to resolve the matter prior to the holding of a Step two (2) meeting.

STEP 3:

Within fifteen (15) days of receipt of the answer, the Association by notice may request that the matter be submitted for arbitration. The President/CEO and the Association will attempt to select an arbitrator within five (5) days after notice has been given. If they do not agree upon the selection within said five (5) days, the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement, and he shall be without the power or authority to modify or amend this Agreement or to make a decision contrary to law. The decision of the arbitrator, if made in accordance with the jurisdiction and authority as defined herein, will be accepted as final by the parties to the dispute and both will abide by it. The cost of any arbitration under section shall be borne equally by the Association and Gateway.

#### 4.4 Miscellaneous

- a) No individual teacher may institute an arbitration proceeding.
- b) In the event of mutual arbitrations, an individual arbitrator shall be limited to one arbitration situation at a time.
- c) Any section of the above arbitration procedure may be altered when mutually agreeable to all parties.
- d) If a complaint against the teacher is not sustained, (he/she) shall be reinstated on such terms as the arbitrator may direct. If he/she shall have been found to have been improperly deprived of any professional advantage, the same shall be restored to him or its equivalent in money shall be paid to him/her.
- e) No reprisal of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
- f) The time in which to render a decision or determination may be extended for a period not to exceed five (5) days upon written request of the person authorized to make such decisions or determinations. A further extension may be made by mutual agreement of the parties.
- g) Failure to comply within the time specified above shall be deemed an acceptance of the decision rendered.

## ARTICLE 5

### RIGHTS OF PARTIES

#### 5.0 Management Rights

- a) Nothing in this Agreement shall be interpreted as interfering in any way with Gateway's right to alter, rearrange, change, extend, limit or curtail its operation or any part thereof, to decide upon the number of employees that may be assigned, or to shut down completely, whatever may be the effect upon employment, when in its sole discretion it may deem it advisable to do any or all of these things.
- b) The foregoing enumerated specifications shall not operate in any way to limit any other general management rights of Gateway, or to curtail its present authority to operate and manage its affairs as it deems expedient, or to direct the working course thereof, in order to fulfill its obligations to the children, families, visitors, and to the general public.
- c) The Association agrees, on behalf of itself and its members, to cooperate in making effective any changes in operations previously discussed, consistent with this Agreement, to reduce the cost of operations, to eliminate waste, and to obtain and maintain maximum efficiency.

#### 5.1 Association Use of Facilities

- a) The Association shall have the right to use the school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program. Gateway may make a reasonable charge for custodial services and materials used in connection with Association business.
- b) One union meeting per month may be held after the end of the students' school day. The involved Director(s) will be notified at least two days in advance of the date of the meeting.
- c) A suitable, lockable filing cabinet will be provided for the Association's use.

#### 5.2 Association Use of Bulletin Board

The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards. No teacher shall be prevented from wearing the insignia, pin, or other identification of membership in the Association on school premises provided its size is not a distraction.

#### 5.3 Association Business on School Property

Duly authorized representatives of the Association shall be permitted to transact official organization business on school property at all reasonable times, provided

this shall not interfere with or interrupt normal school operations.

5.4 Association Access to Information

Gateway shall make available to the Association, upon request, any and all information, statistics and records relative to negotiations or necessary for the proper administration or enforcement of this Agreement.

5.5 Personnel Record

- a) A personnel file is maintained for each teacher, containing Job Performance Evaluations, pre- and post-employment documentation and correspondence (including application and references), benefit records and any other pertinent records. The file is retained for seven (7) years from an employee's term date in the event that information is ever needed by or on behalf of a former staff member or is properly requested by other authorized persons.
- b) Personnel files are confidential, and access is strictly limited to authorized supervisory and administrative personnel. "Authorized" supervisory and administrative personnel include the supervisory chain of command, the Human Resources Division, and supervisory personnel involved in recruitment of internal candidates for posted positions.
- c) An individual teacher has access to the contents of his/her personnel file, with the one exception that any pre-employment information in the personnel file which was sent to Gateway in confidence is unavailable to the employee. In order to ensure that this restriction is safeguarded, all access by individual employees to their own personnel files is through the President/CEO or his designee.
- d) Gateway at times receives letters or calls from other organizations requesting references on current or former Gateway employees. Gateway will comply with such requests by disclosing information about the employee at its discretion only after having obtained a release and waiver of liability from the individual in question. All information provided will be documented in the individual's personnel file.
- e) Any complaints that are directed toward a teacher which become a matter of record shall be promptly called to the teacher's attention.
- f) No derogatory letters or reports prepared by Gateway will be placed in a teacher's file without the teacher's knowledge and an opportunity to make a written statement in defense to be attached to the derogatory statement. Any written material which is determined to be factually incorrect will not be placed in the employee's file.

- g) A teacher will have the opportunity to review the written evidence of disciplinary action for ten (10) school days prior to such material being placed in their personnel file. They will have the opportunity during this period to sign such material for the purposes of acknowledging they have received and understood its content. In the case of refusal to sign, such will be documented and recorded on the material entering the file at the end of the ten (10) school day review period.

## 5.6 Notice of Resignation

A teacher shall provide to the involved Director thirty days' notice in writing of the intent to leave employment with Gateway. If proper notice is not provided, Gateway's most recent monthly contribution for the medical insurance plan will be deducted from the final paycheck. A teacher resigning during a school year is required to prepare updated student progress reports and report cards.

## 5.7 Job Performance Evaluation

- a) Teachers shall be given the opportunity to read any and all evaluations, to discuss them and to sign them (signifying only that it has been read) and to file a statement covering any points on which he disagrees. Such statement will be attached to the evaluation. A copy of the evaluation shall be furnished to the teacher if requested.
- b) No members of the bargaining unit shall be reprimanded, reduced in compensation or professional advantage, or dismissed without just cause.
- c) A written evaluation and teacher's statement, if any, shall become a permanent part of the teacher's personnel record. Copies are not to be made for other staff.
- d) The teacher shall have the right to representation at any administrative meeting that he is required to attend.
- e) All monitoring or observing of the work or performance of the teachers shall be conducted openly and with full knowledge of the teachers.
- f) Teacher participation in extra-curricular activities and summer school shall be voluntary, and non-participation in such activities shall not be a valid consideration for evaluation of teacher/classroom performance. Except as stated in Section 6.0(i). (The above reference to 'summer school' does not pertain to twelve month teachers.)
- g) If a teacher is reprimanded or warned by his supervisor for any infraction of rules or inadequacy in professional performance, such teacher shall have the right to discuss the matter further with the supervisor and if such teacher determines it necessary, he may have a representative of the Association present for such discussions.

- h) Observation/Evaluation Process - In the case of formal classroom observations as part of the evaluation process, a teacher will have the opportunity to request that one of the observations occur on a specific day and class to be mutually agreed. Management will conduct any additional formal observations according to its own scheduling.

Evaluation is an ongoing process whereby teachers are held responsible for their professional performance during all times of the work day.

Performance-related matters which arise shall be discussed on a day-to-day basis by the supervisor with the teacher when such matters occur.

The final performance evaluation for the school year will be reviewed with the teacher no later than June 20th of each year.

There will be a meeting between the supervisor and teacher within three (3) work days of the observation whenever possible to go over what was observed.

Any negative statements will be justified by the observation or information that led to these judgments.

No negative statements will be included in the teacher's evaluation that has not been previously discussed first hand.

No members of the bargaining unit will ever be asked to give testimony either verbally or in writing against any other member of the bargaining unit that appraises the quality of a teacher's classroom instruction ability. Information in matters such as health and safety of clients and staff may be required testimony of teachers in particular cases.

Supervisory sessions will take place throughout the year for current updates and continuous dialogue.

#### 5.7.1 Probationary Period

A probationary teacher will have a minimum of two (2) full formal classroom observations of at least a classroom period each during the six (6) months probationary period.

#### 5.8 Transfers

- 5.8.1 Transfer shall be the reassignment from one program to another program. For the purpose of Section 5.8 programs will be defined as the Therapeutic Preschool, Residential Education Program, and Day School/Treatment Program.

#### 5.8.1 Voluntary Transfers

1. **Criteria.** In the determination of voluntary transfers, the involved Director(s) shall take into consideration certification, experience, performance reviews, and additional training. All criteria being equal, the

most senior candidate shall be given the position. A candidate must be certified to teach the subject where the vacancy exists.

2. Required interview. If a single teacher requests a specific transfer, the Director shall interview the teacher. The School may select the teacher or select an external candidate.
3. Rule of Two. If more than one teacher requests a specific transfer, then the School must select from those teachers according to section 5.8.1(1) above. In the event that declination and/or withdrawal results in one candidate in the transfer pool rule, section 5.8.1(2) will apply.

#### 5.8.2 Involuntary Transfers

1. Purpose of transfer. The School shall make every effort to avoid the use of involuntary transfers. Involuntary transfers will not be punitive or used as a disciplinary measure.
2. If involuntary transfers can be avoided through voluntary transfers, this will be implemented when practicable.
3. School Rights. The School shall have the right to involuntarily transfer a teacher for:
  - a. Scheduling Needs, which are defined as a demonstrated academic need that cannot be resolved by reasonable scheduling changes. Volunteers will first be sought as per 5.8.1 above.
  - b. Level of Instruction. An involuntary transfer may be used when a change in assignment is necessary to improve the level of instruction of the teacher. Prior to making such a transfer, the School will attempt to provide constructive direction to assist the teacher to improve the level of their instruction. The teacher will be given the opportunity to transfer voluntarily. Constructive direction means that the administration will develop an improvement plan in consultation with the teacher.
  - c. Changes in Staffing Patterns: When the number of teachers assigned to a Program exceeds the staffing needs of the unit for the next school year.
4. Reasons for Transfer. Prior to the effective date of the transfer, the Vice President of Educational Services will meet with the teacher (if requested) to discuss the reasons for transfer.
5. Notification of GTA. Prior to such involuntary transfers, the School shall

notify the GTA of its intention to implement the transfer.

5.9

### Lay-Offs

In the event of a curtailment of services whereby layoffs are required, such reduction of staff will take place in the following manner:

There will be three (3) functional school units:

- A. Residential Education Program
- B. Day School/Treatment Program
- C. Therapeutic Preschool Program

Seniority shall be earned in either the Day School /Treatment Program, Therapeutic Preschool Program, Residential Education Program. Teachers who transfer from one unit to another will carry their seniority with them and teachers who teach in more than one unit shall earn seniority in each unit. No one may earn more than one (1) year's seniority for any one (1) 10-month or 12-month school year.

The 12-month school year shall fall between July 1st through June 30th and the 10-month school year shall fall between September 1st and June 30th.

Layoff will normally occur by unit. Those members of the unit with the least seniority at Gateway in the specialty area affected by the layoff (i.e. Academic, Industrial Arts Technologies, Music, Reading Specialist, etc.) shall be separated first.

If the least senior teacher in the affected unit had taught in the unaffected unit and has more total seniority than the least senior teacher in the unaffected unit, the least senior teacher in the unaffected unit shall be separated.

In the event of a layoff and there has been no service in the other unit:

Should there be a vacancy in the other unit and the teacher involved has at least two (2) years of service at Gateway, and is otherwise qualified for the position, that teacher will be offered the vacant position for one (1) year, after which the decision to retain will be decided via regular evaluation procedures.

Should there be a vacancy in the other unit and the teacher involved has less than two (2) years of service at Gateway, that teacher will be given consideration for the vacant position over someone from outside the unit. It will be Gateway's prerogative to fill each position with the most qualified teacher.

In the event of recall, such recall will take place in reverse order, that is, the last person separated shall be the first person recalled in the needed specialty area.

Seniority shall begin on the first day of service as a teacher at Gateway. Teachers moving from one teaching specialty area to another at Gateway will maintain their

seniority from date of first hire in all areas taught.

If two or more teachers commence seniority rights on the same day, layoff shall be determined by a flip of a coin by a non-involved third party.

During an approved unpaid leave of absence a teacher's seniority shall be frozen.

Seniority shall be computed on the basis of the total number of months of active employment. Active is defined as months where a teacher is providing direct teaching service. A month is defined as having started employment on or before the fifteenth of any month. For a teacher leaving before the end of a month, a month shall mean the teacher worked through the 15th of that month.

A teacher in a ten (10) or twelve (12) month program cannot earn more than one (1) year of seniority. When a teacher in a twelve (12) month program completes ten (10) months of service, the teacher will receive one (1) year of seniority and no more.

#### 5.10 Professional Flexibility

Teachers shall have freedom to function professionally with a high degree of flexibility, with ample opportunities for innovating techniques and participating in curriculum development, and with opportunities to incorporate personal beliefs and experiences into the teaching process. (Such freedom obviously suggests the related responsibilities of involving the respective Director(s) in planning, and in standing personally accountable, in addition to Gateway's accountability, for one's actions or inactions.)

## ARTICLE 6

### DUTIES OF TEACHERS

#### 6.0 Responsibilities and Duties of Teachers

- a) The Association agrees to function in a manner consistent with the ethics of professional educators.
- b) Prepare a comprehensive education report at least twice each school year and/or at the time the child enters public school or leaves Gateway.
- c) Participate in progress review meetings when indicated.
- d) Maintain an attendance record for each child.
- e) Confer as needed with parents, agency workers, and others concerning a child's progress or problems.
- f) Set a positive example for the children, through attitude, appearance, and

conduct.

- g) Teachers shall be required to maintain an up-to-date lesson plans. These plans are expected to be made available for inspection in the teacher's classroom on any work day.

Teachers may be asked to turn in their plan books no more than once per month with a one day prior notice. However, based on supervisory appraisal, the frequency of submission may be increased according to individual need.

The teacher's plans will be available for return before school on the day following their collection.

Alternatives to collection may be worked out mutually by the teacher and supervisor.

- h) Teachers' aides/assistants shall be under the direct supervision of the teacher to whom the aide's/assistant's students are assigned during any class period. Teachers, in turn, provide the direct supervision according to the program needs and direction established by the respective program director.
- i) Teachers shall be required to participate in one (1) activity/event or committee per year. Their involvement must be approved by and reported to their immediate supervisor. Any time beyond the normal work day, the teacher shall receive compensatory time.

## ARTICLE 7 WORKING CONDITIONS

7.0

### Calendar

The school calendar for teachers in the Residential Education and Day School/Treatment Programs shall follow the 10-month calendar as set forth by the Williamsville School District with the exception of the last day of the 10 month teacher schedule being Regents Rating Day provided that the New York State Education Department regulations and financial requirements of the school are met. Teachers in the Therapeutic Preschool shall be on the 10-month calendar as set forth by the school district in which their program is located.

For 12-month teachers, that portion of the 12-month calendar not covered by Williamsville or the school district where the Preschool is located will be established by Gateway with the following stipulated inclusions:

- 1) There shall be a minimum of five (5) week days off between the end of the 10-month school year and the next session.

- 2) There shall be a minimum of five (5) week days off between the end of the summer session and the beginning of the next regular 10-month school year.
- 3) The summer session shall be in compliance with the number of student attendance days required by the New York State Education Department and, at management's discretion; the summer session shall have one additional day for staff development.
- 4) In addition, during the last ten (10) days of the 10-month school calendar in June as defined by the respective Program's local district, there shall be the equivalent of one (1) day (seven hours) of non-instructional time for the purpose of grading, classroom preparation, and other activities as defined by the respective director. Every effort will be made to schedule these seven (7) hours during the last week, and preferably on the last day of the 10-month school calendar, if possible.

#### 7.1 Inclement Weather

Lynde School shall be closed when the Williamsville Central Schools are closed due to inclement weather. Therapeutic Preschool shall be closed when the district in which the respective class(es) is (are) located is closed due to inclement weather.

When a teacher has requested a sick leave day, a family illness day or a personal leave day and the school is closed due to an emergency closure the teacher shall not be charged with a leave day.

#### 7.2 Hours of Work

The work day schedule for teachers consists of seven hours. Day Treatment teachers shall work 8:00 am to 3:00 pm. Residential Treatment teachers shall work 8:30 am to 3:30 pm. A temporary change in standard hours may be approved on a case-by-case basis with prior approval from the employee's immediate supervisor, the Vice President of their department and the Vice President of Human Resources. The employee must first discuss possible changes with his/her supervisor and then submit a written request using the Temporary Change in Standard Work Hours Request Form. This request may be approved or denied based on staffing needs, the employee's job duties, the employee's work record, the length of time for the request and the employee's ability to temporarily or permanently return to a standard work schedule when needed.

Mandatory "buzz" sessions will be incorporated into the school day. The frequency of meetings will be reviewed in an on-going manner to assure they meet children's and program needs. Staff input will be solicited in this review.

Each teacher will have at least four hundred (400) minutes per week in blocks of not less than twenty (20) consecutive minutes for the purpose of individual, team planning, lesson planning or classroom preparation scheduled per week which shall be prorated for part-time teachers. If a teacher is required to attend a case conference, case review, CSE or SPR by administration during their scheduled

planning time they shall receive an equal amount of compensation time as planning time lost.

Preschool teachers shall be permitted a break of no more than thirty (30) minutes during the student's day when there is coverage available.

Teachers at the Lynde School shall have a shared room free of students, access to a phone and computer during their planning periods when their room is not free of students.

#### 7.2.1 Part-Time Teachers

The schedule for part-time teachers will include time for preparation that is proportionate to the contractually-agreed preparation time allotted to full-time teachers. Lunch provisions that apply to full-time teachers will also apply to part-time teachers, provided the involved part-time teacher is scheduled during that time. Hours of work for part-time teachers will be contiguous, unless an alternate arrangement is mutually agreed upon, in writing, by the involved part-time teacher, the supervisor and the Association.

#### 7.3 Additional Time

Additional time will occasionally be required for meetings, parent conferences, or other work-related activities. Whenever possible, the teacher will be notified in advance when additional time is required.

- a) As a rule, teachers will be expected to attend a maximum of four (4) scheduled or emergency staff meetings, and/or staff development sessions per month for a total of no more than three (3) hours per month.
- b) These conditions do not apply to probationary teachers who may need additional meetings and in-service training.
- c) Voluntary meetings and voluntary in-service training are not included in these provisions.
- d) Every effort will be made to incorporate required State Crisis Intervention training into the school day but at times it may be necessary to schedule this as additional required meeting time.
- e) Teachers with a conflict may seek to be excused from these occasional meetings. Requests to be excused from scheduled meetings shall be treated equitably and shall not be unreasonably denied. It will be the employee's responsibility to become up to date on any material that may have been missed from the excused meeting.
- (f) A teacher, who, as the result of an administrator's action, works additional time, will earn compensatory time for extra work. The compensatory time will be given to all employees on an equitable basis and must be used within two (2) pay periods of being earned. If an employee is unable to use the

compensatory time within the two (2) pay periods because of an administration denial then that employee shall have an additional two (2) pay periods to use the time.

- g) Teachers' attendance at one open house a year shall be mandatory unless a teacher's absence is approved by his/her immediate supervisor. Attendance at parent nights, family nights and other evening events shall be voluntary. Teachers who do participate in any of these events shall receive compensatory time equal to the length of the event. In a year that Gateway-Longview were to apply for and receive a grant to fund such events, a stipend for the event would be negotiated with the Association.
- h) When a teacher is required to supervise student(s) beyond the teacher's normal work hours, the teacher shall receive fifteen (15) minutes of compensatory time for each fifteen (15) minutes that is required.

#### 7.4 Safe Conditions

Teachers shall have safe and healthful conditions under which to carry out their professional duties. Conditions concerning safety brought to the administrator's attention will be dealt with by the end of the next business day. A meeting will be held with the involved parties to determine the remedy (to include, but not being limited to, lighting, heating, ventilation, structure and electrical.)

#### 7.5 Supplies

Teachers shall be provided a separate desk with lockable drawer space; suitable closet space for each teacher; adequate chalk board and bulletin board space in every classroom; copies exclusively for each teacher's use of all tests, teacher's editions, manuals and updated instructional materials used in each of the courses he is to teach; adequate attendance books; paper, pencils, pens, chalk, erasers, and other necessary supplies; and adequate storage space in each classroom for instructional materials. School-aged teachers shall be provided a computer to access on-line materials for use in their classrooms.

#### 7.6 Secretarial Services

Teachers shall have access to secretarial services and office equipment in order to prepare materials for classroom instruction.

#### 7.7 Class Size

- A. 1) Class size Residential Education and Day School/Treatment Program classes shall not exceed the following student/staff ratios:  
6 students / 1 teacher / 1 aide
- 2) Class size for center-based Therapeutic Preschool classes shall not exceed the following student/staff ratio:  
6 students / 1 teacher / 1 aide
- 3) Class size for Blended Therapeutic Preschool classes shall not

exceed 16 total students, of which no more than 6 students will be identified/referred to Gateway as “preschool students with a disability”. The ratio of total students/staff in Blended Therapeutic Preschool classes shall not exceed 5:1. At least one of the staff in a Blended Therapeutic Preschool classes must be a Gateway teacher.

- B. It is understood and acknowledged that Gateway must modify any of the above-enumerated class size ratios if required by pertinent changes in NYSED mandates.
- C. As an exception to the rule, Gateway may, if necessary, exceed the class size limit by one (1) student (i.e., a 7<sup>th</sup> student may be enrolled in a Residential Education, Day School/Treatment Program and/or Therapeutic Preschool Center – Based class) under the following conditions:
  - 1. If, as described above, the class size limit is exceeded for more than ten (10) school days, Gateway will compensate the affected teacher(s) at the rate of one hundred twelve (\$112) dollars per school day for school age students, Therapeutic Preschool teachers will receive ninety-six dollars (\$96) per day, commencing with the first such school day. (Note: In the Residential Education, Day School/Treatment Program, the addition of a 7<sup>th</sup> student to a class could affect more than one teacher.) In that event, the affected teachers would each be compensated based on an eight (8) period full school day and homeroom, exclusive of the lunch period, at a rate of twelve dollars and fifty cents (\$12.50) per assigned period when a class contains seven (7) students in attendance.
  - 2) Every effort will be made to limit the duration of the extra (i.e. 7<sup>th</sup>) student in the class to a minimum amount of time.
  - 3) There may be occasions when, by electing to incorporate an extra student into a non-homeroom class, a Residential Education and/or Day School/Treatment Program teacher can thereby consolidate assigned instructional class time and thus maximize available planning time. It is understood that the additional compensation denoted in #7.7C.1, above, is not applicable in such a circumstance when the decision to incorporate an extra student is at the teacher’s discretion.

7.8 Teacher Aides, Assistants and Additional Adult Supervision

A full time teacher aide will be assigned to all homeroom groups and travel with the students to all classes. The school will assign assistants when appropriate.

7.8.1 Single Coverage Provision

For each day when a teacher, who otherwise would have an assigned aide is without an assigned aide, floater aide, crisis intervention worker, or a substitute from the approved substitute list for one or more periods; the teacher shall be paid an additional twenty-six dollars (\$26.00) per day. This is conditional on 3 or more students in attendance. In the event a class is split for academic reasons and the

split results in a 4/2 or 3/2 class only the teacher assigned the 4 or 3 students would be eligible for the twenty-four dollars (\$24) stipend in the absence of an aide. When a class is split and it results in either a 3/3 or 4/3, both teachers involved will be eligible for a twelve dollar (\$12) stipend in the absence of an aide.

The affected teacher must notify his supervisor or designees as soon as possible, (but no later than the end of that day) after the teacher becomes aware there is no aide, in order to receive the additional compensation.

This provision is not intended to apply to situations when the assigned Aide/Assistant is present but, due to his/her responsibility to address the behavior management needs of a student(s) in the involved class, is unable to be in attendance in the affected Teacher's classroom. It is understood that in such a circumstance, every effort will be made to ensure that the affected teacher is notified of the aide's unavailability as soon as possible.

For each day when a homeroom teacher, who otherwise would have an assigned aide is without an assigned aide, floater aide, crisis intervention worker, or a substitute from the approved substitute list for one or more periods; the teacher shall be paid a total of thirty-six dollars (\$36.00) for the day.

#### 7.9 Teacher Assignments

The Union will be provided with a complete schedule of teacher assignments by October 1 of the school year and an updated schedule quarterly thereafter.

#### 7.10 Ten-Month Option

- 1) Each year teachers of the twelve (12) month teaching staff may elect to work only ten (10) months for one school year based on the following formula: One (1) teacher from Therapeutic Preschool, two (2) teachers from the Residential Education Program and three (3) teachers from Day School/Treatment Program.
- 2) Teachers shall make their intention known to the School prior to September 10 of the preceding school year.
- 3) The names of those teachers who wish to work ten months will be placed on a list according to their date of hire. The teachers will be selected in order of most senior to least senior until the available spots are filled.
- 4) No teacher may have a second year of a ten month schedule if there are teachers on the list who have not had a ten month schedule within the past five years.
- 5) For the purpose of this section, the following teaching positions will be classified as Day Treatment Teachers – Spanish, Art, Reading and Music. The following teaching positions will be classified as Residential Education – Technology, Home and Careers, Media and Reading.
- 6) Teachers earning more than nine hundred dollars (\$900) per week who

elect the ten (10) month option will have their salary paid over a twelve (12) month period.

7.11 Tax Deferred Annuity

A 403(b) Plan is available to employees who wish to make tax-deferred contributions to their retirement savings through payroll deduction. Participation in the 403(b) Plan is voluntary and available to all employees earning a minimum of two hundred dollars (\$200) per year, upon date of hire. Gateway – Longview shall forward the employee's contribution to the common remitter within five (5) days of when the money was deducted. See Plan summary for further details.

7.12 Reimbursement for Approved Expenses

Expenses incidental to the job will be reimbursed when approved in advance by the immediate supervisor. Such expenses will be properly documented, with receipts attached to an expense form submitted in the expense management system. Expenses submitted and approved by the Sunday before payroll week will be included in that week's paycheck. Any approved purchase of less than thirty-five dollars (\$35) shall be reimbursed from petty cash with proof of purchase.

ARTICLE 8

PROTECTION OF TEACHERS AND PERSONAL PROPERTY

8.0 Protection of Teachers

- a) Teachers may be required to physically restrain children when necessary to reduce or prevent injury and damage. Discipline is an adult responsibility to be assumed by teachers. They will therefore determine appropriate disciplinary action within the confines of the educational program.
- b) Teachers shall receive instruction and directions only from professional supervisory personnel.

8.1 Personal Property Damage

- a) Teachers are covered under Gateway insurance for personal property damage for which Gateway is liable. Teachers are expected to use good judgment in safeguarding personal property, or in deciding against bringing the personal property on to the campus. Teachers are also encouraged to protect themselves by means of their own insurance coverage.
- (b) If a loss does occur as a direct result of work with children which is not covered under the staff member's or Gateway's insurance, the staff member may be reimbursed by Gateway at a rate of forty dollars (\$40.00) per item up to a maximum of \$100.00 per incident. Damaged eyeglasses will be reimbursed up to a maximum allowance of three hundred

(\$300.00). Receipts are required for reimbursement.

Losses not covered include theft of cash, jewelry, or personal items not essential to the performance of one's job. Responsibility for proving that the loss was caused by Gateway's children rests with the staff member.

- c) Damaged items must be presented immediately to one's supervisor. Reimbursement will normally be based on the cost of the original items. Gateway will not reimburse in any instance if the employee was negligent in securing his personal items. Non-essential items intended for school use need to be cleared in advance by one's unit director.
- d) All claims are to be reported immediately in writing to the respective Director.

## ARTICLE 9

### CRISIS INTERVENTION

#### 9.0 Crisis Intervention

- a) Gateway recognizes its responsibility for providing assistance promptly to a teacher when the latter is faced with a serious management problem in the classroom.
- b) The program Director or designee shall be called. Either one will personally handle the matter or will involve other staff members if necessary. Another staff member will be assigned to be available for crisis intervention in the absence of the Director. Teachers will be advised of the person assigned on a given day.

## ARTICLE 10

### SUBSTITUTE TEACHERS

- 10.0 a) Gateway will take responsibility for maintaining an adequate number of substitute teachers, and further agrees to provide an adequate substitute for each absence so as not to place an additional load on the remaining members of the unit.
- b) A teacher wishing to take personal leave, or otherwise anticipating his absence for other reasons, is expected to clear these plans with the involved Director at least two (2) days in advance so that ample time is available to procure a substitute.
- c) A teacher unable to report on a given morning due to illness or an emergency is expected to call the designated call-in person before 7:30 A.M. If the illness lasts longer than one day, he is expected, when possible,

to give advance notice to the involved Director before 5 pm.

- d) It is mutually understood that the teacher aide will be utilized as a substitute teacher in emergency situations only, due to her other responsibilities.

## ARTICLE 11

### STAFF TRAINING

#### 11.0 Staff Training

- a) Within budgetary limitations, funds are allocated to the Education programs as budgeted by the respective Directors.
- b) At the request of the Association, Gateway will accept the proposition that monies budgeted for teachers' use in attending professional conferences be distributed equally among all teachers.
- c) The present maximum allowance for meals is \$25.00 per day. Receipts must be submitted with request for payment.
- d) Teachers are required to submit receipts for expenses incurred and will be reimbursed only for actual expenditures.
- e) For purposes of coverage, attendance at conferences must be planned in advance with the involved Director and approved by him.
- f) Budgeted unused money may be used to reimburse a teacher for actual expenditures beyond his equal distribution.
- g) Approved voluntary attendance at a professional conference is considered a teacher work day(s) for the teacher(s) attending, if the conference occurs during a school day(s).

#### 11.1 In-Service Training

Administration shall collaborate with Teachers in the planning, and implementation of any in-service training program each academic year. If there are two (2) scheduled one will be in the fall semester and one in the spring semester. Attendance will be mandatory.

#### 11.2 Additional In-Service Training

Upon at least two (2) months' notice, up to a total of three (3) additional days of mandated in-service training can be convened outside of the normal school calendar, per 12-month school year. If such training occurs on a day(s) a teacher would otherwise not be expected to work (i.e., outside of the pertinent 10-month calendar or beyond the 33 day summer session), the teacher will be paid an additional, pro-rated amount.

In order to ensure teacher input into the planning process, a joint committee of involved teachers and management will propose the scheduling of such training. It is understood that management may also involve other pertinent non-GTA staff in the planning of the additional mandated in-service training and that management is ultimately responsible for the scheduling of training.

11.3 Peer Coaching Program (amended effective 9.2017)

- A. Peer Coaching Program: The goal of the program is to enhance teacher effectiveness and retain highly qualified teachers by implementing an orientation program for new teachers. The program is described in Appendix C of this agreement.
- B. Peer Coach Selection Committees: There shall be a selection committee for the pre-school program and one for the school age program. Each committee will be comprised of one (1) member appointed by the Program Director and one (1) member appointed by the President of the Association. This committee shall post all positions as per contract, accept applications for the positions, interview the applicants and submit the names of the successful candidates to the Program Director for appointment.
- C. Training:
  - 1. Peer coaches shall receive one (1) day of training prior to the start of mentoring. This training shall be provided by the School. The peer coaches shall not begin working with the new teacher until the training is complete.
  - 2. New teachers shall receive four (4) days of training during the New Hire Orientation Program. The training shall be provided by the Agency.
  - 3. New teachers participating in the peer-coaching program will be required to attend, during the school year, two (2) half hour support group meetings with Administration.
- D. Ratio of Coach to Teacher: The ratio of peer coach to new teacher shall be either 1:1 or 1:2.
- E. Stipend for Peer Coach:
  - 1. A Peer Coach that has a 1:1 ratio with a new teacher shall receive a stipend of (\$651.32) for the 2019-2020 school year. In each consecutive year of the agreement this stipend shall be increased by two percent (2%).

2. A Peer Coach that has a 1:2 ratio with a new teacher shall receive a stipend of (\$1,228.54) for the 2019-2020 school year. In each consecutive year of the agreement this stipend shall be increased by two percent (2 %).
3. Should the peer coaching assignment be for less than twelve months, the stipend shall be prorated accordingly.
4. Each Peer Coach shall receive seven (7) hours of training at the rate of pay identified in 16.7, After School Activity Pay if the training is done outside the regular work day.

11.4 Teacher Child Interaction Training (TCIT)

A teacher who is a trainer/peer coach for this program shall receive a stipend equivalent to the Peer Coach stipend for multiple peers. For 2019-2020 school year that amount is \$1,228.54. In each consecutive year of the agreement that amount shall be increased by two percent (2%).

ARTICLE 12

DRESS CODE

12.0 Dress Code

- a) Teachers shall retain the right to determine their own dress within reason. It is recognized that some forms or modes of dress can have an over-stimulating effect on the emotionally disturbed children with whom we work. Both male and female teachers should avoid dressing in a seductive manner.
- b) In the event that the involved Director thinks that a teacher's attire is offensive and in violation of the above-mentioned standards, he shall inform such teacher of this, both verbally and in writing. If the teacher involved chooses not to comply with the Director's request for modification of dress, a conference between the involved Director(s), Vice President(s), a representative of the Association and the teacher will be called to settle the matter. If the teacher does modify his manner of dress to the satisfaction of the involved Director(s) within 24 hours, the matter will be dropped without prejudice toward the teacher.

## ARTICLE 13

### FIELD TRIPS

#### 13.0 Field Trips

Field trips are to be cleared with the involved Director or designee. Gateway vehicles should be used for field trips whenever available. Field trips should be planned and cleared at least forty-eight (48) hours in advance so that one or two vehicles can be scheduled.

## ARTICLE 14

### LEAVES

#### 14.0 Association Leave

- a) The Vice President of Educational Services may grant the President of the Association release time for Association business, upon request, for matters which cannot be otherwise handled before or after scheduled hours of work.
- b) During negotiations the President of the Association shall receive two (2) consecutive periods duty free, in addition to his/her regular planning periods, one day a week.
- c) Leave of Absence without pay will be granted to a teacher for association business. Such absence shall not exceed one (1) year.

#### 14.1 Long Term - Personal

Other than as enumerated above, a leave of absence without pay will be granted for a period not to exceed one (1) year for a teacher with twenty-four (24) consecutive months of service with Gateway. A written request one month in advance shall be submitted to the involved Director. The requested leave may be denied or delayed by Gateway if another teacher is already on leave or scheduled for leave.

All accrued time will be "frozen" during a leave of absence. Medical/hospital insurance coverage will remain in effect if the person so wishes. If the requested leave is for a duration of three (3) months or less, Gateway will continue to pay its portion of this coverage. If the requested leave is for a period in excess of three (3) months, the full cost of this plan will be borne by the teacher effective at the start of the leave. In either case, the teacher is expected to work out the details for payment with Human Resources.

During a leave absence, the agency paid Group Life Insurance and Long-Term Disability Income Plan will remain in effect for an enrolled teacher for up to three (3) months. Credited Service under the Retirement plan will accrue during the

leave until December 31, 2013. Effective January 1, 2014, the employee would be eligible to participate in the Defined Contribution Plan, however, Gateway will not make contribution during the term of the leave.

A teacher securing employment of any nature during a leave is required to advise the involved Director in writing within one (1) week of beginning such employment. A leave of absence will not be granted, or continued, if a person secures related or non-temporary employment. Failure to comply with these conditions will result in immediate termination of employment at Gateway.

A teacher granted a leave of absence for the purpose of joining the Peace Corps may have that leave extended sixteen (16) months, yielding a maximum total leave of twenty-eight (28) months. He or she is expected to notify Gateway and to return to work within two (2) weeks if he or she voluntarily resigns or is terminated from the above-noted organizations after twelve (12) months from the starting date of the leave of absence. Failure to comply will result in immediate termination of employment at Gateway.

## 14.2

### Sick Leave

Sick leave is earned on the basis of one day per month with a maximum of ten (10) days in any year. Up to five (5) days shall be credited at the beginning of the year for newly hired first year teachers in the event illness occurs before enough days are accumulated. All unused days shall accumulate from year to year on an unlimited basis.

Sick time may be used for the following reasons:

- when an employee is ill or has an injury
- for maternity leave or other disability leave
- to care for an immediate family member in the event of illness or injury (spouse, sibling, parent, child, step-child, father-in-law, mother-in-law or any other member of employee's household)

Sick time may also be used for health or dental appointments, if it is necessary to schedule an appointment during normal working hours. Prior approval from the employee's supervisor for a health or dental appointment during work hours must be obtained. Such requests could be denied if coverage cannot be assured.

A teacher unable to report on a given morning due to illness or an emergency is expected to call the designated call-in person before 6:30 am. If the illness lasts longer than one (1) day, he is expected, when possible, to give advance notice to the involved Director before 5:00 pm.

Gateway may require, under reasonable circumstances, that employee provide a note from a physician to prove entitlement to sick leave. Requests will be based on individual employee patterns/circumstances. Reasonable circumstances include, but are not limited to: absences on the last day of school before a recess

or the first day of school after a recess, absences before or after a personal leave or if a particular pattern of absences is observed.

14.2.1 Notice of Accruals

Teachers shall be notified of his/her leave accruals at least once each month.

14.3 Family Illness

Sick leave will be granted when necessary in the event of serious illness in the employee's immediate family as defined under the employer's Family and Medical Leave (FMLA) policy. Sick leave used for an absence that qualifies for FMLA will run concurrently and a Teacher's FMLA time. If necessary, all accrued sick time must be used for such absence.

14.3.1 Family Illness Verification

Sick leave utilized by a teacher in accordance with Article 14.3 "Family Illness" needs to be verified, as follows:

A note issued by the attending physician certifying the necessity for the care and attendance of the employee shall be submitted to the employee's supervisor, upon request, in the event of absences of three or more consecutive days. Health-related issues not requiring physician consultation, but exceeding three consecutive days' absences, may be subject to further verification by the employee's supervisor.

Absences not substantiated by the above-mentioned verification or agreement of the employee's supervisor will not be considered sick leave and thus would be considered unpaid leave and may therefore warrant disciplinary action.

14.4 Bereavement

Teachers will receive time off with pay following the death of family members up to the maximum listed on the following schedule:

<u>Relationship</u>	<u>Time off (Days)</u>
Spouse, child .....	5 days
Parents (including in-laws) .....	3 days
Siblings (including in-laws) .....	3 days
Grandparents/Grandchild .....	3 days
Other members of employee's household .....	3 days

The above traditional policy also applies to same sex partners, in accordance with New York State Civil Rights Law, Section 79-n.

A teacher may use up to two (2) sick days to extend the bereavement leave for parents (including in-laws), siblings (including in-laws), and other members of employee's

household. Or, an employee may, in advance of need, declare in writing to Human Resources, a list of eight (8) individuals whom he declares as meaning "immediate family" for the purpose of receiving three (3) days.

14.5 Jury Duty

Leave of absence shall be granted for jury duty upon request. Proof of such jury duty must be furnished to Gateway. Gateway shall reimburse the teacher the difference between jury duty pay and the pay of the teacher not to exceed three (3) weeks.

14.6 Personal Business in Court

Leave of absence without pay will be granted to teachers who must attend court on personal business. Notice of such court appearance shall be given as far in advance as possible to allow scheduling off.

14.7 Child Care Leave

- a) It is required that all female teachers report the condition of pregnancy to their respective Director as soon as such condition is known to the individual concerned. Gateway may require a written statement by the attending physician giving the expected date of confinement.
- b) Upon receiving a sixty (60) day written notice of intent, Gateway will grant the teacher a leave of absence, without pay, to a maximum of twelve (12) months (provided all written IEP's are completed) in order to care for a newborn or adopted child (up to the age of five). An employee may request up to an additional twelve (12) months which must be approved by the School in order to be granted. A sixty (60) days' written notice of intent to resume teaching duties will be required. Reassignment will commence at the beginning of a semester only.
- c) Leave for male employees and female employees (after their medical leave has concluded) that extends beyond twelve (12) weeks is considered a "Long Term Personal" Leave (see section 14.1 on Long Term Personal).

14.8 Long Term - Medical

If a teacher is absent due to illness and has at least one (1) year of service. He/she will be granted medical leave for a period not to exceed one (1) year. If the teacher has not been employed at Gateway-Longview for at least one (1) year, he/she may be granted medical leave for a period not exceeds three (3) months. Sick leave accrual benefits will be "frozen" during the leave. The Agency will continue to pay its portion of the medical insurance during the specified period, if the employee continues to pay their portion. If the employee fails to pay their portion of the benefit premium, coverage will be cancelled retroactively to the date premiums have been paid.

14.9

Personal Leave Days

- a) Teachers will be permitted up to twenty-one (21) hours of personal leave per school year effective each July 1st to be used for religious observances not covered as allowable time off, when weather conditions are such that the employee is unable to get to work, or for personal business. For new teachers hired after July 1st, personal time will be credited at a rate of one and three-quarter hours (1 3/4) per full calendar month remaining in the year. The involved Director's approval as far in advance as possible is required for scheduling purposes. Gateway will make all possible efforts to arrange substitution. Personal leave may accumulate up to a maximum of sixty-three (63) hours. A Teacher who has more than sixty-three (63) hours remaining at the end of the school year will have the coverage credited to their sick time accrual.
- b) A teacher wishing to take personal leave, or otherwise anticipating his absence for other reasons, is expected to clear these plans with the involved Director at least two (2) days in advance so that ample time is available to procure a substitute.
- c) Improper use of these personal leave days or sick leave will result in lost pay for the day or days involved.

14.10

Unused Sick Leave

- a. Unused sick leave days shall be compensated for in wages for the employee who retires at age 55 or over, becomes permanently disabled, or dies while employed. The rate of compensation shall be based on the employee's rate of pay at the point of termination. The maximum number of days that may be used for this provision shall be:

Teachers with 10 years of service will receive 60 days.

14.11

Safety and Health

- a) Gateway shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- b) Any injury sustained in the course of employment must be reported immediately to the involved Director and Human Resources. Injuries sustained on the job necessitating absence from work and thus covered by New York State Workers' Compensation shall not immediately result in the use of the normal sick leave allowance. Gateway will pay regular wages for an employee who is out of work due to an injury for less than seven (7) days or has a seven (7) day waiting period before benefits become payable.
- b) The School shall have a Crisis Response Team at each school comprised of the administrative team and staff volunteers who will meet when a building

wide emergency situation occurs and develop a coordinated response. If calls must be made to parents or home school districts the Crisis Response team shall make these calls with a unified message. If, due to the nature of the emergency it is imperative that parents or home school districts be notified immediately, teachers will make calls with the unified message provided by the Crisis Response Team.

14.12 Leave Teachers

- a) The position of a teacher on an approved short term leave, such as personal, sick leave or jury duty, shall be filled by a per diem substitute.
- b) The position of a teacher on an approved long term leave, such as a known medical or child rearing leave or a termination for any reason, shall be filled by a regular long term temporary. The length of the term shall be no longer than the length of the leave or in the case of any form of termination, until the end of that school year or sixty (60) work days, whichever is longer. (Work days shall include July and August.)

These teachers shall be hired on a step of the salary schedule and afforded all rights of the contract except for seniority rights.

The regular long term temporary may apply for any vacant position available in one of the education units, but his hiring for that position will be at the sole discretion of Gateway. Should the teacher be hired to fill a regular vacancy, his seniority will be backdated to his first day of service in his temporary position as long as the temporary position was at least eighty (80) work days in length. Further, when this occurs, the teacher in question shall be responsible for fulfilling the normal six (6) month probationary period in the new regular position.

- c) A regular Gateway teacher may apply for a long-term temporary position for the length of the leave only and the replacement teacher would be used to fill the position of the Gateway teacher in question.
- d) In any event, a teacher upon returning from an approved leave shall return to the position that he held when going on that leave. Notwithstanding the aforementioned, should a long term temporary teacher require a contractual long term unpaid leave, Gateway will not be required to hold that position for the temporary teacher until he returns.

14.13 Attendance Bonus

A teacher who uses two (2) or less sick days in a school year shall be able to cash in three (3) days pay at his/her current rate of compensation. Teachers must submit their notice in writing by July 30<sup>th</sup> of each school year.

## ARTICLE 15

### FRINGE BENEFITS

#### 15.0 Medical and Hospital

- a) The following group plans are provided to staff working three quarters (3/4) or more who wish to join:
1. Beginning January 1, 2020 Gateway-Longview will contribute seventy percent (70%) towards the low plan and they will contribute the same dollar amount toward the middle plan and high plan that they contribute to the lowest plan. Those employees who participate in the School's wellness plan (currently the Staying Well Tracker) and satisfy three (3) required activities and up to two (2) additional activities, total activities not to exceed five (5) will receive an additional twenty percent (20%) contribution towards the medical insurance premiums for the low plan and the same dollar amount contribution will be made towards the middle and high plans. Gateway-Longview in consultation with the Association has the authority to change the wellness plan in an effort to provide the best possible wellness programs to the members of the Association. Gateway-Longview maintains its obligation to only include participation based wellness programs for this requirement. Gateway-Longview in consultation with the union may incorporate spousal requirements into the school's wellness plan based on EEOC guidance expected in later 2019. Gateway-Longview in consultation with the union may decide to eliminate the high-cost plan during the term of the contract due to underutilization. Gateway will not make any such changes without first consulting with the Association to discuss, explain and maintain transparency throughout such processes.
  2. Gateway-Longview will contribute seventy percent (70%) towards the premium equivalent rate provided by the carrier for the self-funded Dental Plan and the employee shall contribute thirty percent (30%). The employee rate for 2019-2020 shall be no larger than \$6.18 for single coverage and \$17.35 for family coverage.
  4. Gateway-Longview shall reimburse an employee for the five hundred dollar (\$500) inpatient co-pay in the Flex Fit Plan and the Encompass Essential Plan, should he/she or a covered family member require hospitalization. For reimbursement the employee should submit a claim form along with a copy of the hospital bill to Independent Health. Independent Health shall then issue a check for the five hundred dollars (\$500) directly to the employee.
- b) For each employee choosing the low plan, Gateway-Longview shall establish a Health Savings Account in the amount of five hundred dollars (\$500) for a single plan and one thousand dollars (\$1,000) for a family plan. These funds will be distributed on a quarterly basis to those employees that have a Health Savings Account or will establish such an account.
- c) A new employee wanting coverage must enroll immediately upon beginning employment. He/she then becomes covered under the plan on the first day of the month following the date of hire. If he/she does not

choose to file upon beginning employment, he/she must wait until the open enrollment period to file for coverage which becomes effective on November 1.

- d) Gateway-Longview in consultation with the Association has the authority to annually put its health insurance plan(s) out to bid and contract with alternative health insurance provider in an effort to provide the best possible health insurance to all Association members. Gateway-Longview maintains the obligation to provide equivalent and/or enhanced coverage through its existing or an alternative health insurance provider to the Association's members. Gateway-Longview will not make any changes without first consulting with the Association to discuss, explain and maintain transparency throughout the process.

### 15.1 Group Life Insurance

Gateway-Longview provides a Group Term Life Insurance Plan for employees who have completed one (1) year of service and who regularly work a minimum of twenty (20) hours per week, at an amount equal to one (1) times the employee's annual salary, rounded to the next higher one-thousand dollars (\$1,000).

### 15.2 Long Term Disability

Gateway-Longview provides a Long Term Disability coverage for employees who have completed one (1) year of service and who regularly work a minimum of twenty (20) hours per week. Long Term Disability provides coverage for disability leaves that go beyond the twenty-six (26) weeks covered by New York State Short Term Disability.

### 15.3 Retirement

1. The current Defined Benefit Retirement Plan would be frozen effective December 31, 2013.
2. Additional benefit accruals will not occur once the Plan is frozen. Upon retirement employees will be entitled to the benefit they have earned and accrued as of December 31, 2013.
3. Gateway will continue to fund the Defined Benefit Retirement Plan until the Plan is fully funded. When Plan is fully funded it will be terminated within a year and the employees' mandated benefits would be distributed to eligible Gateway employees for distribution to employees' savings plan (i.e. individual retirement accounts (IRAs) or insurance company annuities).
4. The Defined Benefit Retirement Plan will be replaced with a Defined Contribution Plan effective January 1, 2014. The new Plan shall be either a 403(b) Plan or a 401(k) plan to be determined by the parties.

5. Gateway shall make the following annual contributions to an employee's Defined Contribution Plan based on their annual salary:

- Beginning January 1, 2014 ..... 1%
- Beginning January 1, 2015 ..... 2.0%

6. Gateway will match an employee's contribution to their DCP at 50% to a maximum of 3% of salary. Gateway's maximum matching contribution shall be one and one-half (1½)%.

7. Vesting Rights. An employee shall become vested in the Defined Contribution Plan based on the following schedule:

Years of Service	Percent Vested
Less than 2 complete years	0%
Completion of 2 years	25%
Completion of 3 years	50%
Completion of 4 years	75%
After 5 complete years	100%

8. Effective 1/1/2017 all annual forfeitures under the Defined Contribution Plan (resulting from an employee terminating employment before being fully vested) will be allocated proportionate to the amount of discretionary contribution provided to an employee during the plan year for any employee or former employee with an account balance as of April 1 of the year the forfeiture allocation is made, with the exception of the 2017 forfeiture allocation, which will be made to those with an account balance on October 1, 2018. If the annual forfeiture amount exceeds \$10,000, the allocation method will be reconsidered.

9. The plan will maintain an agency discretionary contribution option. The Plan would provide for, at the Agency's option, a flat dollar contribution to the employees' enhanced savings plan or a formula based system that would provide a contribution that would factor in the employee tenure and compensation levels. In any year that the discretionary funds are provided to an employees' enhanced savings plan, all eligible employees (those meeting plan eligibility requirements) would receive a contribution and those funds would be subject to the vesting period schedule. Discretionary contributions would be available to all eligible employees regardless if they contribute additional elected amounts beyond the Gateway's mandatory contribution.

10. New employees would vest immediately for purposes of setting aside their own contributions and shall become eligible for Gateway's contributions and matching contributions after one (1) year and 1,000 hours of service. Current employees with more than one year of service will remain eligible for the enhanced savings plan.

ARTICLE 16

## MISCELLANEOUS

### 16.0 Previous Benefits

This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

### 16.1 Conformity to Law

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree an appeal has been taken in the time provided for doing so, such provision shall be modified forthwith by the parties to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.

### 16.2 Length of Agreement and Future Negotiations

This Agreement covers the period from July 1, 2016 through June 30, 2019. If neither party notifies the other, in writing, by sixty (60) days prior to the termination date of this Agreement, to wit, by April 30, 2019, of its desire to modify or change the Agreement or Appendix, the Agreement shall be deemed to be renewed for the following year.

### 16.3 Successors

This Agreement shall be binding upon the parties, their successors, or assignees and upon any person, party, partnership or corporation that may take over the ownership and/or management of Gateway covered by this Agreement.

### 16.4 Anniversary Date

If a teacher is hired after March 1, the anniversary date will be July 1 of the following year.

### 16.5 Pay System

Any ten (10) month teacher hired sometime during the school year will be paid on the basis of a twenty-one (21) pay system for the balance of the school year. Commencing at the beginning of the second ten (10) month school year, that person will have the option to convert to a twenty-six (26) pay system if the Teacher earnings are more than nine hundred dollars (\$900) per week.

### 16.6 Salary/Compensation

- A. 1) Teachers shall move one step on the salary schedule on their anniversary date (as a teacher) in 2019 – 2020.

The Excessive Teacher Grant monies in 2019-2020 will be used to increase Appendix A by two and a half percent (2.5%). The remaining amount of Excessive Teacher Grant monies in 2019-2020 will be converted to a percent of the teacher salaries for that year and each teacher shall receive a bonus equal to that amount less required taxes at the end of the 2019 – 2020 school year.

2.) Teachers shall move one step on the salary schedule on their anniversary date (as a teacher) in 2020 -2021. If the cost of the step movement is beyond the 75% of the blended rate increase from NYSED the school will use the Excessive Teacher Grant monies to offset the cost of step movement. If there is additional money remaining from the Excessive Teacher Grant after subsidizing the step movement that amount will be converted to a percent of the teacher salaries for that year and each teacher shall receive a bonus equal to that amount less required taxes at the end of the 2020 – 2021 school year.

3.) For the 2021 - 2022 school years Gateway will agree to give seventy-five percent (75%) of any blended rate increase from NYSED. Gateway agrees to negotiate how the increase is distributed to the teachers. If this increase ends up being less than two percent (2%) of salaries to teachers in either year, Gateway agrees to wager reopeners in those years. If the state continues the Excessive Teacher Grant monies in 2021 – 2022 that amount (less the amount added to salaries in prior years) will be converted to a percent of the teacher salaries for that year and each teacher shall receive a bonus equal to that amount less required taxes at the end of the 2021 – 2022 school year.

- 4) Teachers who take an unpaid leave shall have their pay adjusted by the following method:
- a. When a twelve (12) month teacher works more than one-half (1/2) of the scheduled work days in a month the Agency shall deduct one two hundred fifteenth (1/215) of their pay for days not worked.
  - b. When a twelve (12) month teacher works less than one-half (1/2) of the scheduled work days in a month they shall receive one two hundred fifteenth of their pay for days worked.
  - c. When a ten (10) month teacher works more than one-half (1/2) of the scheduled work days in a month the Agency shall deduct one hundred eighty-seventh (1/187) of their pay for days not worked.
  - d. When a ten (10) month teacher works less than on-half (1/2) of the scheduled work days in a month they shall receive one hundred eighty-seventh of their pay for days worked.

- 5) Teachers shall only be paid for scheduled days worked. Each pay shall be based on their current step on the salary schedule.
- B. Should Gateway receive reimbursement from the state for the purpose of enhancing teaching salaries, the manner of the distribution of those funds will be negotiated with the Association.
- C. Every potential new teacher will be shown the salary schedule in effect at the time and they will be placed on a step of that schedule by mutual agreement between Gateway and the teacher at the time of hire.
- D. A teacher's salary will be increased \$210.00 whenever three (3) additional credit hours have been completed, to a maximum BA +30 and MA +45, subject to the following conditions:
- 1) Courses must be certified by the college or university as "approved credit" courses (as opposed to "non-credit" courses).
  - 2) Courses must be approved in advance by the respective Director and must be applicable toward permanent certification in the teacher's field. If the teacher has attained permanent certification, additional course work must be related to the teacher's responsibilities.
  - 3) Courses must be completed with a passing grade.
  - 4) A copy of the grade report must be forwarded to the respective Director.
  - 5) An official transcript must be forwarded to the respective Director each September and at the time of permanent certification or completion of a Master's Degree.
  - 6) Teachers shall be compensated as noted above for completing relevant training/workshops outside the Agency. For payment calculation purposes, fifteen (15) clock hours of relevant, successfully completed training/workshops will be equivalent to one (1) hour of graduate credit. In order for a training/workshops to qualify as relevant, prior written approval must be given by the involved education program director. (A form for this purpose is included as Appendix B.) The involved teacher must also provide proof of successful completion, including actual hours of attendance.
- E. Any improvement in sick leave, medical insurance coverage, or Gateway's financial participation in medical insurance coverage occurring during the term of this agreement will be made available to teachers.

## 16.7

### After School Activity Pay

- a) Any teacher who applies for and receives an instructional after school duty, which includes: ceramics, reading, technology, construction, tutoring, WSI approved swimming instruction, and computer instruction

shall be paid an hourly rate of twenty (\$20) dollars.

- b) When any of these positions become available they shall be posted. If there are multiple teacher candidates of equal qualifications then the most senior candidate shall be appointed the position.
- c) When a position of tutor becomes available, and the teacher in the involved pertinent subject area applies for the position, he/she shall receive the appointment.

16.8 New Hire's Step Placement

Initial credit for step placement may be allowed for full time teaching experience as a special education teacher at a rate of one (1) year experience for each one (1) year taught up to a maximum of step ten (10). A teacher without special education experience shall receive credit at a rate of one (1) year for each two (2) years experience to a maximum of step ten (10).

ARTICLE 17

PROCEDURES RELATED TO SUBSTANCE TESTING

17.0 Substance Abuse and Alcohol Testing

Gateway-Longview will not tolerate or condone substance abuse in the workplace. It is the policy of Gateway-Longview to maintain a workplace free from alcohol and other drug abuse and its effects. Consequently, the following are strictly prohibited: Use, possession, sale, purchase, transfer or being under the influence of alcohol or illegal drugs at any time on agency premises or while on agency business. This policy will not exempt employees from accountability for job performance requirements.

17.1 Violation of Policy

An employee who is (1) under the influence of alcohol, an illegal substance, or has been illegally using a controlled substance while working or on agency premises, (2) engages in prohibited activity, or (3) tests positive as described below, is in violation of the policy and agency standards and the following will apply:

1. If the agency has a reasonable suspicion that an employee is under the influence of alcohol, an illegal substance, or illegally using a controlled substance while working or on agency premises, testing will be ordered (see reasonable suspicion in the Substance Abuse and Alcohol Testing Procedures Manual). The employee will be put on administrative leave with pay pending the receipt of test results and the completion of any investigation conducted by the agency.

- If the employee refuses the test, a one-time mandatory opportunity for rehabilitation will be offered. If the employee refuses the rehabilitation, he/she will be terminated immediately.
  - If the employee agrees to the testing and tests positive, he/she will be given a one-time offer of rehabilitation. If the rehabilitation is refused after a positive test result, the employee will be terminated immediately.
  - If the test is negative, all records involving the incident will be expunged immediately by the Vice President of Human Resources from the personnel file.
- 2) If the employee engages in a prohibited activity while working or on agency premises (sale, use, possession, or transfer of illegal substances or controlled substances, or buying or selling such substances), he/she will be terminated immediately from Gateway-Longview and the appropriate legal authorities will be contacted. Gateway-Longview will cooperate with any outside law enforcement agency investigation.
  - 3) New Hire (after hiring offer made) tests positive – offer for employment will be withdrawn. No opportunity for rehabilitation exists at this level.

17.2 Employee Assistance Program (EAP)/The importance of voluntarily seeking help. It is the policy of Gateway-Longview to commit the resources necessary to support the employee assistance program (EAP). All regular employees at Gateway-Longview are eligible for this benefit.

Gateway-Longview encourages those employees in need of professional assistance to use the confidential services of this program. The EAP will be the contact for these services. They will refer the employee to community resources where appropriate assessment, counseling and treatment services are provided.

17.3 Provision for Rehabilitation  
When rehabilitation is offered to an employee, a letter of understanding setting forth the conditions for rehabilitation must be signed by the employee, which will include, at a minimum, that termination will result if the employee: declines to participate in the recommended rehabilitation; fails to continue any follow-up participation; fails to remain drug or alcohol free; fails a “return from rehabilitation” drug test; or refuses consent to an unannounced testing for a period of two years.

An employee may take up to a one year medical leave to complete the rehabilitation. The employee may use any accrued vacation time or sick time during this rehabilitation.

If an employee at any time during or after their rehabilitation tests positive in

accordance with these procedures, they will be terminated immediately.

17.4

Statement of Confidentiality/Privacy

It is the responsibility of all involved parties to ensure and maintain the confidentiality of information in regards to reasonable suspicion, testing and rehabilitation. Also see Confidentiality Manual

(Also see Substance Abuse and Alcohol Testing Procedures Manual)

  
Carolyn DeFranco, LCSW-R      Date 8/16/19  
President and CEO  
Gateway-Longview Inc.

  
Robert M. Schroeder      Date 9/10/19  
President  
Gateway Teachers' Association

## Appendix A – Step Chart

Step	2019 - 2020 Step Chart Amounts			
	10 Month BA	10 Month MA	12 Month BA	12 Month MA
1	32,644	35,211	38,995	42,131
2	33,198	35,807	39,656	42,845
3	33,873	36,536	40,464	43,716
4	34,548	37,265	41,271	44,589
5	35,236	38,008	42,094	45,478
6	36,350	39,208	43,427	46,849
7	37,672	40,638	45,013	48,563
8	38,857	41,924	46,430	50,107
9	40,372	43,560	48,247	52,073
10	41,648	44,950	49,777	53,745
11	42,968	46,394	51,365	55,470
12	44,463	47,882	53,153	57,258
13	46,012	49,431	55,015	59,117
14	47,618	51,040	56,942	61,051
15	49,295	52,718	58,955	63,060
16	51,039	54,460	61,048	65,148
17	52,856	56,275	63,222	67,324
18	54,738	58,157	65,486	69,590
19	56,698	60,118	67,838	71,944
20	58,735	62,153	70,280	74,382
21	60,857	64,278	72,825	76,934
22	63,062	66,480	75,475	79,579
23	65,352	68,772	78,220	82,327
24	67,739	71,157	81,084	85,189
25	70,215	73,637	84,060	88,163
26	72,638	76,178	86,966	91,215
27	75,145	78,812	89,976	94,371
28	77,741	81,534	93,089	97,639
29	80,069	83,977	95,879	100,565
30	82,469	86,492	98,752	103,579

**APPENDIX B**

**GATEWAY-LONGVIEW TEACHERS  
COMPLETION OF TRAINING WORKSHOPS  
(OUTSIDE AGENCY)**

**EMPLOYEE NAME:**

\_\_\_\_\_

<b>COURSE NAME/ PRESENTE R</b>	<b>TRAININ G TOPIC</b>	<b>TRAININ G DATE</b>	<b>LOCATIO N</b>	<b>SUPERVIS OR APPROVAL (PRIOR)</b>	<b>HOURS COMPLET ED</b>

## APPENDIX C PEER COACHING PROGRAM (AMENDED EFFECTIVE 9.2017)

### Definitions

Orientation is an organized process designed to train, support and retain new teachers. Peer coaching is a fundamental element of the process.

Peer Coach is a teacher with at least three (3) years of teaching experience in the pre-school or school age program that they will be peer coaching. Peer Coach shall be a voluntary assignment.

New teacher is a teacher who has no prior teaching experience, a teacher transferring from pre-school to school age programs or is a new employee at Gateway – Longview.

Performance Criteria: For the purpose of this program, new teachers shall work with a peer coach towards demonstrating proficiency in the following areas.

- Classroom Environment/Management
- Instruction
- Professional Responsibilities
- Interpersonal Communication Skills

### Responsibilities of Peer Coach:

The peer coach will support and guide the new teacher in such areas as:

- Instructional skills such as classroom management, content knowledge and literacy
- Communications with parents
- Writing effective lesson plans
- Cooperative learning
- Differentiated instruction
- Classroom management skills
- Preparation of required paperwork and record keeping.

The relationship between the peer coach and the new teacher shall be one of guidance and support, and ensuring the confidentiality of the participant's interactions, fostering collegiality, inviting honesty, and self-reflection by the new teacher about the practice of teaching.

### Program Requirements:

- Observe the new teacher a minimum of six (6) times over a period of twelve (12) consecutive months.
- Provide guidance in the area of where to find instructional resources
- Provide guidance in utilization of support staff

- Provide administration a record of each observation completed on the approved form.

At the end of the Peer Coaching assignment, the mentor shall submit documentation showing that all requirements outlined in Appendix C have been met.

### Program Evaluation

At the conclusion of each year, the Peer Coaching Program shall be evaluated by the Peer Coach selection committee, peer coaches and new Teachers.

The committee shall forward any recommendations for changes to the Program Director and the President of the Association.

The Peer Coaching Program shall comply with all New York State Education Department and United States Department of Education regulations for mentoring.

### Contact Time

It is expected that the Peer Coach make contact with the new Teacher they are assigned one (1) time per week while school is in session where there are four (4) or more days in the work week. Contact time must be maintained in a log and submitted to the Program Director by the tenth (10<sup>th</sup>) day of the following month.

