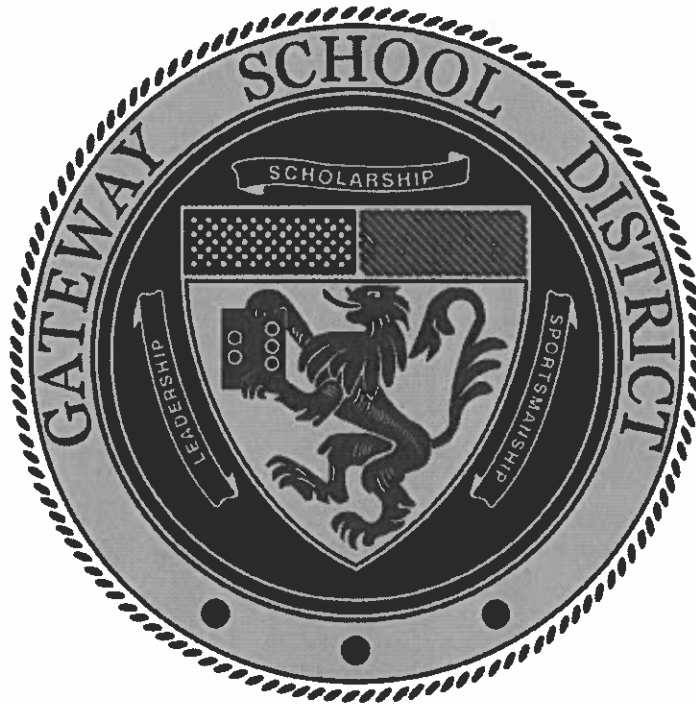


**PROFESSIONAL NEGOTIATION
AGREEMENT**



BETWEEN

**THE GATEWAY BOARD OF SCHOOL
DIRECTORS**

AND

**THE GATEWAY EDUCATION
ASSOCIATION**

**FOR THE SCHOOL YEARS
2020/21 through 2023/24**

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PREAMBLE

The parties to the attached Agreement, the Board of School Directors of the Gateway School District and the Gateway Education Association, have entered into a collective Agreement concerning the employment relationship of the bargaining unit represented by the Gateway Education Association.

It is, and has been, the intent of the parties including their representatives and members of the bargaining unit to deal fairly with each other, without harassment, bearing in mind that the welfare of the public and particularly the children of the Gateway School District is the paramount consideration of both the Board and the Association.

The District agrees that no professional employee shall be displaced, suspended, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the professional employee.

The Association agrees, in response, that neither it nor its members will engage in activity inimical to the best interests of the District during the term of this Agreement.

ARTICLE I RECOGNITION

1.1 Representation

The Gateway School District (called "District" below) recognizes the Gateway Education Association (called "Association" below) as the sole and exclusive representative for the purposes of collective bargaining for all employees in the bargaining unit so certified by the Pennsylvania Labor Relations Board. A copy of the certification is attached hereto as Exhibit I.

1.2 Unit Defined

The bargaining unit for which the District recognizes the Association as the exclusive representative with respect to wages, hours and other terms and conditions of employment shall be a unit comprised of all full-time and regular part-time teachers, nurses, guidance counselors, librarians, resource teachers, dental hygienists, home and school visitor/senior class assistant counselor and semester/year substitutes and shall exclude supervisors, and confidential employees as defined in Act 195.

New employees' classifications created during the term of this Agreement shall be construed to be included among the employee classifications above specified just as though and as if such newly created classifications were expressly included in the execution date of this Agreement.

ARTICLE II
EFFECTIVE DATE – DEFINITIONS

2.1 Effective Date

This Agreement is effective July 1, 2020.

2.2 Employee

The term “employee” when used in this Agreement refers to all regularly employed certificated professional personnel who are in the unit as defined in Article I above.

2.3 Deadline Date

The parties agree to enter into collective bargaining over a successor agreement no later than January 10, 2024. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

2.4 Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURES

3.1 Grievance

A grievance is hereby defined as an alleged breach or violation of this agreement.

3.2 Aggrieved Person

An “aggrieved person” is the person or persons making the claim of the alleged breach or violation.

3.3 Application of Procedure

This grievance procedure is not applicable to a situation where the employee has a remedy by way of appeal to the Secretary of Education, where the District is without authority to take action sought, or, to remedy a complaint where the matter complained of is not covered by this Agreement. An election to utilize this procedure precludes such issue from being raised in any other proceeding.

3.4 Limitation

Any matter not specifically covered by any provision of this Agreement is not a grievance and will not be construed as a grievance.

3.5 Oral Settlement of Alleged Grievances

Any aggrieved person with an alleged grievance shall first discuss it with the building principal or other similar immediate supervisor directly or through the Association's designated representative, with the objective of resolving the matter informally. Nothing herein shall restrict the right of any person as provided for in Section 606 of Act 195, 43 P.S. 101.1101 et seq.

3.6 Level One

If the aggrieved person is not satisfied with the oral disposition of the grievance, a grievance must be filed, in writing, signed by the alleged grievant and the authorized Association representative within three (3) school days from the alleged occurrence of the grievance, or within three (3) school days from when the aggrieved person should reasonably have known or been aware of the existence of such grievance. The grievance shall be filed with the aggrieved person's building principal and/or other immediate supervisor. The representatives of the parties shall meet and attempt to settle the grievance.

3.7 Level Two - Superintendent

If the grievance is not settled within five (5) school days from the date of submission of the alleged grievance, the Association may submit the grievance, in writing, to the Superintendent and/or designated representative within three (3) school days after the decision at Level One, or eight (8) school days after the presentation of the grievance in Level One, whichever is sooner. The representatives of the parties shall meet and attempt to settle the grievance.

3.8 Level Three – Arbitration

- A. If the Association is not satisfied with the disposition of the grievance at Level Two, or, if no decision has been rendered within five (5) school days after submission of the grievance to the Superintendent, the Association may, within five (5) school days after a decision by the Superintendent, or ten (10) days after the grievance was submitted to the Superintendent, whichever is sooner, submit the grievance, in writing,–the Association may request, in writing, the grievance be submitted to arbitration.
- B. Within ten (10) school days after such written notice of submission to arbitration, the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of three (3) arbitrators may be made to the Pennsylvania Bureau of Mediation by either party.

- C. The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power and authority to make any decision, which requires the commission of an act prohibited by law or which is a violation of or beyond the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding to the parties. In the event the arbitrator does not render a decision within twenty (20) days from the date of the close of the hearings, the failure shall not void the decision and award rendered.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room and court reporter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same, including all time lost as a result of such proceeding.
- E. Up to three (3) members of the bargaining unit, including the grievant, his/her immediate representative and the chairperson of the Grievance Committee, may utilize Association or personal days in order to attend arbitration hearings. In the event the Association utilizes other employees, or these persons mentioned herein have exhausted all such days, the Association shall pay to the District the amount expended by the District to employ substitutes for such absence.

3.9 Miscellaneous Provisions

- A. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement. However, a grievance, which arose under a prior agreement, may be continued and appealed to arbitration. The award of any arbitration concerning such prior grievance shall be based upon the Agreement in effect at the time the grievance arose.
- B. Non-employment of probationary employees is not subject to the grievance procedure. This section shall not be utilized by the District for reprisals due to Association activity.
- C. It is agreed that any grievance must be presented under the procedures of this Article promptly and within the prescribed time limitations. Any grievance not presented within the time limitations of each level shall be considered settled on the basis of the decision which was not appealed or shall be deemed settled on the basis of the decision in the last level to which the grievance was carried and shall not be further appealed or filed as a new grievance. Time limits in the appeal steps may be extended by mutual consent of the parties.

- D. Conferences, meetings and hearings held pursuant to this grievance procedure, except arbitration hearings, shall be scheduled after school hours unless the parties mutually agree to some other time.

The District will attempt to accommodate those members of the Association (not to exceed three (3) including the Association President) who are members of the Grievance Committee in scheduling so that such persons may have regular free periods during the school year. The Association will therefore notify the District concerning the persons on such Committees, including the President, and the parties will then attempt to work out suitable schedules as set forth above.

- E. The Association will inform the District, in writing, of all persons authorized to settle the grievance on a level or advance grievances to the next level. Only such persons shall settle and/or advance such grievances. All answers to and advances of grievances in and from Level One and above shall be in writing, with reason.
- F. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- G. The District shall supply minutes of all grievance proceedings at Level Two and above.
- H. Attendance at grievance and arbitration meetings and hearings shall be limited to representatives of the parties and their witnesses.
- I. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance, in writing, to the Superintendent or his/her designated representative directly and the processing of such grievance shall be commenced at Level Two. This section shall not be used to avoid the provisions of Article III, Section 3.6.

3.10 Discipline

- A. This grievance and arbitration procedure shall not apply to an employee whose tenure is revoked or who is demoted in status or salary. The remedy, if any, shall be the statutory procedure as set out in the Pennsylvania School Code.
- B. In the event any employee is disciplined without just cause, and such discipline does not concern either Article III, Section 3.10A (set forth above); or the failure to provide tenure to a non-tenured employee, then such matter may be processed through the grievance procedure to arbitration.

In the event the Commonwealth of Pennsylvania repeals or revokes provisions of the Pennsylvania School Code relating to demotion and tenure and the same are not replaced by substantially equivalent provisions, the parties hereto will negotiate a procedure providing that discharge and demotion of employees without just cause shall also be processed through the grievance and arbitration procedure.

ARTICLE IV

UNINTERRUPTED SERVICE: NO STRIKE/NO LOCKOUT

4.1 Uninterrupted Service: No Strike/No Lockout

The Association will not cause or permit its members to cause nor will any member of the Association take part in any sit-down, stay-in, or slow-down affecting any site operated by the District or any curtailment of work or restriction of services by interference with the operation of the District in any manner.

ARTICLE V

RIGHTS OF THE PARTIES

5.1 Members Rights Under Law/Statutory Savings

Nothing contained herein shall be construed to deny or restrict to any members of the bargaining unit such rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, Act 88 or other applicable laws and regulations.

5.2 Representation at Meetings

If an employee reasonably believes that he/she has been requested to attend a meeting by the District wherein the continued status as an employee may be raised, discussed, or determined, such employee shall have the right to be represented by counsel and/or the Association.

5.3 Lunch Period

Employees shall have a duty-free lunch period of at least thirty (30) minutes. Except in emergencies, employees will be free to leave the building during this period upon notification to the building principal or his/her designee. Employees must sign out in the office logbook prior to leaving the building and must sign in upon their return. Violations of this privilege will result in the withdrawing of it benefit from the individual, per Article III, Section 3.10B.

During in-service and clerical days, the lunch period shall be ninety (90) minutes.

5.4 Duplicating Facilities

The District will provide adequate word processing and duplicating facilities at each school for instruction purposes.

5.5 Locked Space

The District will provide either a separate desk, closet space, storage space or file space which can be locked for each employee.

5.6 Safe Work Site

An employee has the right to teach in a safe and secure environment that is free of dangers or hazards that are causing or are likely to cause injury. An employee has the right to have clear and present dangers removed from their classroom subject to the limitations of Pennsylvania statutes and Federal law.

In a case involving physical harm or threats of physical harm to the employee, and the employee is not satisfied with the disposition of the case at the building level, he/she shall have the right to a hearing in front of the Superintendent. If the employee is not satisfied with the disposition of the case after the hearing at the Superintendent's level, he/she shall have the right to a hearing with the Board of School Directors who will rule on the disposition of the case.

5.7 Notice of Schedules

The District agrees to provide written notice of schedules for the forthcoming school year no later than the last day of the current school year unless the District has just cause for not being able to do so. The schedule shall include the building assignment, the grade level, and subject areas. The District may determine/identify a need to change the grade level assignment of an employee within the building based on student needs and teacher agreement. In the event changes are required after notification of such schedule, all employees shall be promptly notified. In addition, the notification shall request the employee, if he/she desires, to communicate and/or consult with the appropriate District representative concerning such changes. The employee request for consultation must be received by the District no later than one (1) week following the notice of change of schedule.

5.8 Unassigned Periods

Employees may leave the building during unassigned periods, to conduct business which cannot be attended to at another time, providing the employee notifies the principal or designee of the intent to leave. Employees must sign out in the office logbook prior to leaving the building and must sign in upon their return. Violations of this privilege will result in the withdrawing of its benefit from the individual, per Article III, Section 3.10B.

5.9 Faculty Lounges

The parties agree that, wherever possible, adequate workspace should be provided barring physical or other meaningful limitation affecting a particular school building faculty lounge.

5.10 Student Grades

The District agrees that grades given by employees to students shall not be changed by representatives of the District without just cause and without consultation with the teacher. This will not be subject to the grievance and arbitration procedure.

Teachers shall have three (3) working days after the end of each grading period to prepare and submit the grades for processing. The exception to this 3-day period will be for the end-of-year grades which need to be submitted by the last day of the school year.

5.11 Evaluation Materials

Professional and temporary professional employees shall be evaluated in accordance with the Pennsylvania Public School Code of 1949, as amended, Act 82 of 2012, as amended, and/or any other criteria established by the Pennsylvania Department of Education.

5.12 Disciplinary Records

Upon the request of the employee to the Superintendent, records of minor disciplinary matters pertaining to that employee may be expunged from his/her personnel file after (5) years following the date of incident provided the employee has no other disciplinary actions during that five (5) year period at the Superintendents discretion. Records of serious disciplinary matters pertaining to the employee shall remain in his/her file for the duration of employment.

5.13 Identification

No employee shall be prevented from wearing pins or other non-provocative identification of membership in the association or its affiliates.

5.14 Public Criticism

It is the intent of the parties to avoid public criticism of employees and administrators except in such circumstances where it cannot be reasonably avoided.

In addition, from time to time, members of the general public may raise issues with the Board at public meetings concerning the fitness, competency and other qualifications of its employees. The Board agrees that it will not collectively respond to these matters until it has had an opportunity to find the facts of the situation.

5.15 Formal Rating Appeal 82-1 and 82.2 Classroom Evaluation Teacher Rating Form

- A. In the event an employee is not satisfied with his/her Formal rating, the employee, within ten (10) working days following the receipt of the rating may request, in writing, a meeting with the appropriate rater to appeal that rating. The parties shall meet and discuss the rating. The employee shall be notified, in writing, of the decision of the rater.
- B. When an employee receives a Needs Improvement or Failing rating on the Final Formal evaluation, the employee may pursue the following:
1. If the decision of this meeting results in any change in the Formal rating, that change shall be reduced to writing and shall replace the original rating.
 2. If the employee is not satisfied with the decision reached in Section 5.15A, he/she may, within five (5) working days from receipt of the notice in Article V, Section 5.15A, request a meeting with the Superintendent to further appeal the Formal rating. The Superintendent, or his designee, shall meet with the employee and review the Formal rating and consider the employee's appeal.
 3. If the decision of this meeting results in any change in the Formal rating, that change shall be reduced to writing and shall replace the original rating.

ARTICLE VI ASSOCIATION RIGHTS

6.1 Request for Information

The District agrees to furnish to the Association requests for information pursuant to Act 195 relating to the operation of the District which will enable it to bargain informatively and intelligently and also to enable it to process grievances through the grievance and arbitration procedure.

6.2 Use of Facilities

The Association shall have the right to use school facilities and equipment, including but not limited to, computers, copying machines, other duplication equipment, calculators and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

6.3 Bulletin Boards

The Association shall have in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The location of the Association's bulletin board in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building office.

6.4 Inter-School Mail

The Association shall have the right to use the inter-school mail facilities, mail boxes and e-mail for Association use provided:

1. That the Association shall indemnify and save harmless the District from damage or liability of any sort which may result from the Association's use;
2. Materials shall be properly identified as originating from the Association;
3. Copies of non-confidential materials for general circulating shall be provided to the District.

6.5 New Teacher Orientation

The Association and the District shall meet and consult concerning orientation programs for new teachers. The Association and the District shall meet and consult concerning any changes in the program.

6.6 Association Business Days

The District shall grant the Association thirty-five (35) teacher days of release time for attendance at State and National Conventions of PSEA and NEA respectively and additional conferences designated by the Association. The Association may carry over ten (10) such days to a maximum of forty-five (45) days in any one year.

6.7 Association Business Time

Representatives of the Association shall be permitted release time to conduct Association business provided that it shall start at 3:30 p.m. Such meeting shall be held not more than twice a month except in cases of emergency.

All Association building meetings shall begin no sooner than five (5) minutes after student dismissal. Building representatives will notify the building principal as per date of the meeting.

6.8 Right to Speak at Building/Faculty Meetings

The Gateway Education Association's representatives will be allocated time to speak to the staff at any building or faculty meetings. If at all possible, the Association representative should, in advance, inform the person in charge of the meeting that he

Committee and faculty workdays. The Board shall receive the recommendations of this committee by March 1st of each school year.

7.3 Clerical Day Schedule

Prior to each clerical day, the building principal and the building liaison committee shall meet and develop a mutually agreeable schedule for the use of these days.

7.4 Elementary Conference Days

- A. Elementary conference days may be scheduled from 1:00 p.m. through 8:00 p.m. The dinner period will be 60 minutes.
- B. The date of each conference day will be set with the adoption of the annual calendar and be made known to the employees.
- C. Alternative methods of conferences may be utilized by the teachers on the day of conferences or subsequent days.

7.5 Evening Functions

- A. At a maximum of twice each year, each employee will be required to attend and participate in evening activities sponsored by their buildings to include, but not limited to such activities as open house, meet-the-teacher night, graduation, and student/parent orientation. In the event an employee is absent from such events, the absence will be subject to leave provisions provided elsewhere in this contract and will be determined to be a one-half day absence. Employees are expected as part of their professional duties to attend required evening events, unless for a valid reason provided to the building administrator in advance.

ARTICLE VIII PREPARATION PERIODS

8.1 Working Conditions – Teaching Scheduling

- A. Scheduling of Teachers:

Elementary: (K-4)

All elementary teachers (K-4) shall maintain the current practice for duty time and the preparation time will be at least 80 minutes per day.

wishes time to address the staff. However, the person in charge of the meeting shall allow time for the Association representative to speak even if prior notice was not given.

6.9 Recruitment and Interviews

Employees may be involved in the recruitment program. The Administration and Association will meet and confer concerning such programs.

A representative from the Association may be invited to participate in round two interviews for teacher and administrative positions. It is understood that this person may provide feedback and consult with the interview team but does not have a vote in the recommendation of a candidate to the Board of School Directors.

6.10 Department Chairpersons/Team Leaders

Salaries, hours, and working conditions of department chairpersons/team leaders/curriculum leaders shall be a matter subject to negotiations between the parties. The District shall have the right to select the person who will fill a department chairperson/team leader/curriculum leader's position; however, no person shall be required to accept any such position. The right of the District to expand, reduce or abolish the positions of department chairpersons/team leaders is, in no way, restricted by the contract.

6.11 Certification Areas Assignments

The Board agrees that, except in an emergency, any teacher who has not been working in an area of certification for more than five (5) years, will not be assigned teaching responsibility under that certification unless he/she has been given one year's advance notice.

ARTICLE VII SCHOOL YEAR

7.1 School Year

The basic 2020/21 through 2023/24 school years shall not exceed 192 days one (1) of these days shall be represented by events as specified in Section 7.5, with a minimum of 182 instructional days of which Clerical days will be reduced by one hour and on the final clerical day of the school year professional staff will be permitted to leave after the completion of their professional duties. Administration may choose to consult with members of the professional staff on in-service days, the configuration, structure, and devised content of any given meeting will be at the sole discretion of the Administration.

7.2 School Calendar

A study committee shall continue to advise the Board concerning school calendars. Such committee, in its study, shall consider the scheduling of vacation and holiday sessions, parent conference days, recommendations of the Staff Development

Intermediate and Secondary: (Grades 5 -12)

Teachers hired starting with the 2003/04 school year and thereafter:

Will receive a minimum of one preparation and one duty period during each school day.

Teachers hired prior to the 2003/04 school year:

The existing intermediate/secondary teaching staff will maintain their current practice for preparation and duty time unless the needs of the District warrant otherwise as determined by Article VIII, Section 8.1 C.

(Current Practice: 2 Preparation Periods and 1 Duty Period a day)

B. Six Periods of Classroom Instruction (Grades 5 -12)

Effective with the 2003/04 school year, the District may schedule new, and if needed, existing teachers based upon the following conditions:

Teachers hired for the 2003/04 school year and thereafter will be assigned a sixth teaching period, as needed, prior to teachers hired prior to the 2003/04 school year.

In the event existing teachers are needed to teach a sixth period, volunteers will be assigned a sixth teaching period first based on qualifications. Non-volunteers will be assigned on a rotating basis.

Existing teachers who teach six classes a day will maintain two preparation periods.

C. Existing Teachers (Grades 5 -12)

A committee of building administrators and members of the school departments will meet and discuss student needs for the following year. Student needs for that department will be determined and all recommendations shall be reduced to writing and forwarded to the Administration for approval prior to scheduling for the following year. If there is disagreement with the recommendations, the Association and Administration will meet to resolve such differences.

The District will not furlough a permanent employee who is employed prior to May 1, 2003 as a result of another staff member teaching six periods.

ARTICLE IX SCHOOL DAY

9.1 Length of School Day

For the length of this contract, the school day is defined as 7 hours and 40 minutes. Ten (10) minutes of the 7 hours and 40 minutes will be utilized for before and after school supervision. Administration will establish duties to provide before and after school supervision. The staff may be divided to provide before and/or after school coverage. Teachers are permitted to leave the building when supervisory duties are complete, barring any emergency situations. Teachers will also be expected to uphold the current practices of after- school events (i.e., detentions, staffing etc.).

9.2 Delays and Cancellations

In the event that the District determines the need to delay the opening of school, teachers will follow the students' modified schedule for that day. The District will provide as much advance notification as reasonable prior to making any such delays. In the event teachers choose not to follow the modified schedule, the District will not be responsible for any type of remunerations.

9.3 Elementary and Intermediate Student Day

The District shall maintain the reduction in the elementary and intermediate student day of one-half hour, accomplished by changing the starting time of such day.

Since this change does not affect the length of the professional day, this time may be utilized for the following: planning and preparation, grade level meetings and one (1) building meeting per month. It may also provide opportunities for remedial work with individual students; additional parent conferences when warranted by student and/or parent need; and other uses as mutually agreed upon by the principal and staff of the individual buildings.

9.4 Special Education Day – Secondary

The secondary special education teaching assignments within an eight-period day will be based upon six (6) instructional periods per day with two preparation periods. Special education staff members will be subject to assignment to various activities such as homeroom supervision, bus duty, detention, and hall supervision upon the same basis as regular education staff.

9.5 Special Education Teachers

The District shall provide special education teachers with up to four (4) days per year of release time for the preparation of IEP's, IEP meetings and other related documents. Teachers may be granted additional release time on an as needed basis, upon approval by the Director of Special Education. All requests for release time should be made in writing to the Director of Special Education.

ARTICLE X
CLASS LOADS

10.1 Class Schedules and Assignments

The parties recognize that, from time to time, imbalance of teaching sections, too frequent changes in teaching stations, and high number of students per class may occur.

An employee (or the Association) may refer complaints regarding the above to the complaint procedure established in Article XI of the Agreement, provided, however, that with any such complaint shall be attached a proposal or recommended course of action to alleviate the alleged problem.

ARTICLE XI
COMPLAINT PROCEDURE

11.1 Good and Welfare Meetings

The parties agree that it is desirable to have the matter of joint concern discussed by and between them on a regular basis. Therefore, meetings shall be scheduled monthly to take up matters affecting the good and welfare of the Gateway School District.

11.2 Meeting Agenda

At least three (3) days prior to such monthly meeting, the Association designee and the Superintendent designee shall meet and confer to prepare a mutually acceptable agenda for such meeting.

11.3 Pre-discussion

It is understood that no matters involving individual complaints will be taken up at such monthly meetings unless the subject has been discussed by and between the complainant and his immediate supervisor and that such complaint was not satisfactorily resolved by such immediate supervisor.

11.4 Attendance of Complainant

The Association may determine whether a complainant shall attend such monthly meetings.

11.5 Minutes

The District shall keep minutes of all complaints processed under this procedure and provide a copy to the Association.

ARTICLE XII **VACANCIES**

12.1 Permanent Vacancy

When the District determines to fill a permanent vacancy in the unit, it shall post notice of that permanent vacancy electronically through District email and provide a copy of the notice to the Association. Transfers shall not result in the displacement or suspension/furlough of any other teacher. All efforts should be made to capture eliminated positions through attrition.

12.2 Written Request

The notice shall be dated and employees desiring to be considered for the position shall file a written and/or by District email, request for transfer with the Director of Human Resources within five (5) working days (including the day the notice was posted.)

12.3 Emergency

In the event of an emergency such as a vacancy occurring after August 1, or a sudden termination during the school year, this Article may be waived and the District may proceed to fill the vacancy without posting.

12.4 Transfer Requests

- A. The Board agrees to accept requests for transfers by teachers and further agrees that such transfer requests will be given full consideration and shall not be unreasonably denied. Transfers shall not result in the displacement or suspension/furlough of any other teacher and the criteria for adjudging unreasonableness shall include the service of the teacher, timing of the request and the availability of the position requested.

All such requests for transfer must be made to the Director of Human Resources in writing or by District email, within the time frame noted on the posting. To be eligible for transfer, a bargaining unit member must be properly certified at time of posting and have the qualifications required for the position. Vacancies resulting from such transfer shall be filled at the discretion of the District and in consideration of recall rights of persons suspended/furloughed.

- B. When requests for transfers are received for regular classroom vacancies, such requests will be granted by the District on the basis of seniority within the District.
- C. When requests for transfers are received for special area vacancies, including but not limited to Guidance Counselors, Computer Teachers, AIM Teacher/Gifted Coordinator, Librarians, Student Assistant Coordinator, Home- School Visitor, Cyber School Coordinator, Technology Coach and Resource subject specialties, the District shall have the right to grant such transfers based on the

qualifications and merits of the applicants. If the qualifications of the applicants for the transfer are equal, seniority shall prevail.

12.5 Transfer Limitations

Any employee hired new to the District will be required to remain in the initial hired position for a period of three (3) years. In the event the District eliminates the initial hired position, the employee will retain the rights of all subsections under Article XII – Vacancies.

12.6 Vacancies Affecting Suspended/Furloughed Persons

- A. When the District determines to fill a permanent vacancy in the Unit and when there are persons on suspension/furlough holding valid certification for that vacancy, the District shall first post the vacancy as in Article XII, Section 12.1, 12.2 and 12.3 above. Transfer requests shall be accepted as in Article XII, Section 12.4 above. It is understood that should this result in the transfer of a member of the Unit from another position within that certification, or from another area of certification, persons holding the certification of the vacancy, and less senior to the person transferred, who are on suspension/furlough, shall have no claim for recall to that position filled by transfer. Every reasonable effort will be made so that a transfer shall not result in the displacement or suspension/furlough of any other teacher. All efforts should be made to capture eliminated positions through attrition.

Vacancies resulting from transfer as described above shall be filled directly by recalling the appropriately certified person, if any, from suspension/furlough according to seniority order.

- B. When the District determines to fill a temporary vacancy resulting from an approved leave of absence of one full year and that vacancy is confirmed, in writing, to the District by June 10th preceding the new school year, the District will post that vacancy as in Article XII, Section 12.1 and 12.2 above.

Any member of the unit who is successful in transfer to that position shall be transferred for that year only. Upon completion of the year, the person so transferred shall be placed in the teacher position selection pool for assignment as appropriate for the following year.

As in Article XII, Section 12.5 above, persons on suspension/furlough with the certification of the temporary vacancy shall have no claim for recall to that position if filled by transfer. Vacancies resulting from transfer as described above shall be filled directly by recalling the appropriate certificated person, if any, from suspension/furlough according to seniority order.

C. One-Year Positions

An employee who accepts a one-year position will maintain his/her seniority for any future bidding. Said employees will have the right to bid on open positions during the normal bidding process, however, will not have the right to participate in the first position pool selection, which will occur before the bidding process begins. The first position pool selection is reserved for displaced/furloughed permanent employees, not for employees who vacated a permanent position for a one-year position; nor, is it for new hires who were hired on a one-year basis. Employees identified as one-year position employees will be afforded first selection in the second position pool selection, after the bidding process has concluded.

12.7. Position Pool

- A. Teachers displaced from their current positions due to the reduction of grade level class sections and/or closing of buildings; returning from leaves of absences wherein their positions are not protected; or, called back from suspension shall become members of a position pool to determine their assignment. All known permanent and temporary positions will be identified as to building and grade level. The teachers so affected shall be ranked in seniority order. Based upon their seniority status, the teachers shall select their preferred positions from the list, most senior selecting first. The District reserves the right to refuse the teacher's assignment to the preferred position with reason.
- B. The pool selection date shall be the first Friday of August or an earlier date by mutual consent between the District and Association. If any person is not able to attend on this day, that person may, in writing, provide either the Association or the Director of Human Resources with a ranking of his/her preferred positions. At the appropriate time in the selection process, that person's selection shall be made as specified in his/her written ranking.

If the person does not attend the meeting nor make previous arrangements as described above, the District shall assign that person at its discretion.

12.8 Notification of Transfer

Except in emergency situations, an employee will be notified a minimum of fifteen (15) working days prior to being transferred. (Notification shall be defined as written contract.)

ARTICLE XIII
COMMITTEES

13.1 Liaison Committee

A regular monthly meeting with the building principal shall be held to discuss the good and welfare of the District. The Association shall appoint at least two (2) members per building for these purposes, but not more than one (1) additional representative for each twenty (20) employees.

Either party may request the attendance of additional persons.

13.2 Professional Development Committee

The professional development committee shall advise the District and the Association concerning matters of educational concern and interest.

Six (6) members shall be appointed by the District and six (6) members by the Association. The professional development committee may meet quarterly, and additional meetings may be called by the Superintendent.

Additional persons may be requested to attend council meetings to serve in a resource capacity. Request for attendance of resource persons shall be with the mutual consent of the Superintendent and the Association. The professional development committee may create subcommittees to carry out its function.

13.3 Quarterly Meetings

Upon request of the Association or the Board of School Directors, a quarterly meeting shall be held between the Association and the Board to discuss common concerns. Arrangements shall be made to provide an agenda for each meeting.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 Within Scope of Contract

Items included in the scope of the bargaining that are not proposed by the Association shall likewise not be subject to negotiation until the expiration of the Contract.

14.2 Renegotiation

All items proposed by the Association whether agreed to or rejected will not be subject to renegotiation until expiration of the Contract.

14.3 Retention of Rights

The District retains and reserves unto itself all powers, right, authority, duties and responsibilities conferred upon and vested in it by the statutes of the Commonwealth of Pennsylvania and as provided in the Public Employee Relations Act, 43 P. S., 1101.101 et seq.

**ARTICLE XV
UNPAID LEAVES**

15.1 Employment Study Leaves

- A. The District agrees to provide a maximum of five (5) unpaid leaves of absence for one year (which may be extended by mutual agreement) for the following purposes for employees with at least two (2) years' service with Gateway School District and who have been given full time appointment in the following areas:
 - 1. Utilization of federal or international education program;
 - 2. Elected Officer within the NEA or PSEA;
 - 3. Professional study in the educational area.

- B. The District agrees to provide a maximum of five (5) teachers who are actively enrolled in a doctorate program in a regionally accredited college/university and who have at least 5 years of service with Gateway School District the option of taking nine (9) unpaid leave days per fiscal year to pursue the requirements of the approved doctorate program.

Insurance at Personal Expense

The present practice whereby the employee may, at his/her expense participate in insurance programs will be maintained.

15.2 Service Credit

Upon return, an employee will be placed on a salary step to which he/she would have been entitled had he/she remained, provided the conditions of the leave have been fulfilled, or, through no fault of his/her own were unable to fulfill the condition of the leave. In the event the leave is extended for more than one (1) year, he/she shall receive credit for no more than one additional increment. (This limitation shall not affect preparation increases.)

15.3 Military Leave

An employee who shall volunteer for military service in the armed forces of the United States of America in time of war or during a state of national emergency or who shall be inducted for such military service shall be granted a leave of absence without pay provided by applicable law.

ARTICLE XVI
PERSONAL DAYS

16.1 Personal Days

Each employee will be given three (3) days per year. Any such unused personal leave shall be cumulative up to four (4) days. Any days over (4) days will convert into said employee's sick leave. Absences must be entered into AESOP. Employees will NOT be permitted to use more than 3 days in a row without prior written consent of the Superintendent. Absences must be entered into AESOP at least two (2) days prior to the day of said leave, except in an emergency. No personal leave days, without reason, shall be taken immediately preceding or immediately subsequent to a school holiday, school vacation period, school semester or on the first or last day of school without prior written consent of the Superintendent or his/her designee. Such leave cannot exceed 10% of the employee staff in any one building, but not less than two in any one school building. These days will be granted on a first come, first serve basis.

When an employee enters or leaves active paid status with the District other than the first/last day of the teacher calendar the District will pro-rate the personal day and sick day allotment given based upon the actual days worked in the school year.

ARTICLE XVII
DUES CHECK-OFF – MAINTENANCE OF MEMBERSHIP

17.1 Maintenance of Membership

Each employee who, on the effective date of this Agreement, is a member of the Association each employee who becomes a member after that date shall maintain his/her membership in the Association in accordance with Public Employee Relations Act, Act 195. The payment of dues while a member shall be the only requisite employment condition.

17.2 Check-off of Association Dues

The District agrees to deduct the Association's annual membership dues in twenty (20) equal installments from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the District by the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association by the last day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement as provided in the maintenance of membership provision above.

17.3 Resignations/Leave Obligation

Should any employee resign or take leave of absence from the District, the District shall deduct any remaining annual dues from the employee's final payment.

17.4 Indemnification

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders, or judgments, which may arise out of the implementation of this Article.

ARTICLE XVIII UNUSED SICK LEAVE

18.1 Payment: Retirement and Death

An Employee who retires from the Gateway School District or dies while in service (regardless of the length of service with the District) shall receive a payment of \$100.00 for each unused day of sick leave up to 150 unused sick days. For each unused sick day from 151 up to the maximum of 300 unused sick days shall receive payment in the amount of \$150.00 for each unused sick day, Payment shall be made in accordance with Section 18.2 and 18.3.

18.2 Retirement Allowance – Pre-Tax Special Pay Program

All compensation for unused accumulated sick days paid to an employee who retires shall be deposited into a pre-tax account as established between the District and a designated company. Such accounts and subsequent deposits shall be subject to and comply with the provisions of Section 401(A), 403 (B) and 457 (B) plans as set forth in the Internal Revenue Code. All deposits will be non-elective, employer contributions to a 403(b) account with no cash option.

18.3 Payment at Death

Upon death, the payment shall be made to the immediate next of kin as identified on the PSERS "Nomination of Beneficiary" form or the estate. The District will pay any amount due for unused sick days within 60 calendar days following the death of the employee.

18.4 Intention to Leave

These provisions shall not be applicable unless the employee has given sixty (60) calendar days written notice of intention to leave. An exception to this may be granted by the Administration in incidences of unforeseen circumstances.

ARTICLE XIX
PAID LEAVE

19.1 Jury Duty/Court Subpoena or Summons

Professional employees who have been required to attend a court of law by reason of having a subpoena, except when an professional employee is a party to a suit or if testifying against the School District, shall receive the difference between his/her salary and the amount received from the court for the day they testify.

19.2 Sick Leave

Sick leave without loss of pay or fringe benefits shall be extended to all employees. Each employee will be given ten (10) days per year. Any such unused leave shall be cumulative from year to year without limitation. Up to three (3) sick leave days per year may be used for the care of a teacher's spouse, child, parent, or other member of the immediate household. Employee may use ½ sick day.

19.3 Extended Sick Leave

When, due to a serious illness an employee has exhausted all available sick leave, the employee's salary shall be reduced by the amount of the substitute teacher's daily rate for a period up to but not to exceed (45) days of absence. The District shall require the employee to provide certification from his/her health care provider as to the serious medical condition related to eligibility for commencement, continuance and return from leave. The Parties agree that this extended sick leave shall be granted due to a serious medical condition, that requires a continuous leave of absence and, if needed, subsequent follow-up visits pertaining to said medical condition. The parties agree that the definition of a serious health condition means an illness, injury, impairment or physical or mental condition that requires continuous treatment by a health care provider as defined by the Family and Medical Leave Act. The parties agree that this section is not to be used for day-to-day absences.

19.4 Bereavement Leave

Bereavement leave is for the employee's time off to attend the visitation, wake, or funeral of a deceased person. Additionally, up to two (2) days of the allotted bereavement may be utilized to attend to legal business related to the deceased; for example, a will or estate. This time must be utilized within six (6) months of the death with proper documentation. This leave only applies when school is in session.

- A. Whenever an employee is absent from duty because of a death of the employee's parent, current spouse, child, step-parent, step child, or grandchild there shall be no deduction in salary of said full-time employee for an absence for those days work was available, not in excess of five (5) school days.
- B. Whenever an employee is absent from duty because of the death of the employee's brother, employee's sister, current brother/sister-in-law, parent-in-law,

current child-in-law, or near relative who resides in the same household, or any person which currently resides with the employee and has made their home, there shall be no deduction of salary of said employee for the absence for those days work was available, not in excess of three (3) work days.

- C. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence of one (1) day, which may be taken either on the day of the funeral, the day before the funeral, or the day after the funeral. A near relative shall be defined as the employees first cousin, grandfather, great grandfather, grandfather-in-law, grandmother, great grandmother, grandmother-in-law, aunt, uncle, niece, and nephew.
- D. Documentation of the death may be requested.

19.5 Family and Medical Leave

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993.

19.6 Rights Reserved During Leaves

Employees on paid leaves of absence shall continue to receive wages, rights and benefits as set forth in this Agreement. While on paid leave, employees shall be treated as being in regular, daily, full-time attendance. This Article shall not be interpreted to expand salary rights beyond those provided in the conditions of the leave.

Upon termination or expiration of the leave, employees shall be returned to the same position in the same building as that held prior to the leave. All rights and benefits shall be restored to them as fully as if such leave had never been taken. In the event the same position he/she held immediately prior to the leave is no longer available, Article XXX, Section 30.4, Assignment Changes, shall apply.

ARTICLE XX INSURANCE

20.1 Life Insurance

The District agrees to provide life insurance to employees in the amount of \$50,000.00.

20.2 Health Insurance

The District shall provide individual, spousal, employee/child(ren), or family health coverage for all eligible full-time employees. Eligible employees may choose from the available standard medical plans provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC, including the prescription co-pay endorsed by the Allegheny County Health Insurance Consortium including any co-pays contained therein.

In addition to any co-pays and deductibles, employees will contribute a percentage of the annual cost of health insurance premiums towards the District's cost of the Medical Plan selected with prescriptions according to the following schedule:

EPO

2020/21	10% of premium
2021/22	11% of premium
2022/23	12% of premium
2023/24	13% of premium

PPO

2020/21	15% of premium
2021/22	17% of premium
2022/23	18% of premium
2023/24	19% of premium

The applicable teacher insurance contribution will be automatically deducted from the teacher's paycheck each month. The District will provide a Section 125 Plan that will allow the employee premium contributions described above to be made on a pre-tax basis.

20.3 Dental Insurance

The District shall continue to provide Blue Shield Dental, Prevailing Fee, Basic plus Option A, B, C, D Dependent Coverage.

20.4 Disability Income Protection

The District shall provide disability income protection insurance for the employee upon the following schedule:

\$600.00 per month - 15th day sickness
1st day accident

The District will honor requests of individual employees to purchase additional coverage at the employee's expense, providing that such requests are made within the guidelines and regulations of the insurance carrier.

20.5 Health Insurance Waiver

An employee may waive, the benefits provided in the collective bargaining contract insurance section(s) and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Monthly Medical	Monthly Dental	Maximum Total/Month	Maximum Total/ Annual
Individual	\$121	\$7	\$128	\$1,536
Parent and Child	\$271	\$21	\$292	\$3,504
Parent and Children	\$298	\$21	\$317	\$3,828
Husband and Wife	\$328	\$21	\$349	\$4,188
Family	\$333	\$21	\$354	\$4,248

This sum is to be paid in lieu of the health and dental benefits in Article XX of the collective bargaining agreement. All payments shall be one-half paid in the first paycheck in December and one half paid with the first paycheck in June and shall be prorated if less than twelve months. All payments are not to be included for PSERS calculations. For part-time employees, any sum shall be prorated based on the proportion of the normal workday for which the employee is employed. If an employee's spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above.

Employees who waive the benefits of this section may rejoin the plan effective with the beginning of the following month for life event reasons such as death, layoff, discharge, or other loss of benefits by a person on whom the employee was relying for benefit; marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the enrollment period with such change becoming effective on the following July 1st.

ARTICLE XXI
PROFESSIONAL COMPENSATION

21.1 Compensation 2020/21 through 2023/24

Annual compensation shall be as follows:

- 2020/21: 1% block increase for step 1 through 17, 2% block increase for Steps 16B,16B12, 16B24, 18M through 18DOC
- 2021/22: Step movement and \$1200 block increase for Steps 16B,16B12, 16B24, 18M through 18DOC
- 2022/23: 1.27% block increase plus step movement
- 2023/24: 1% block increase plus step movement

Salary schedules are contained in Appendix A of this Agreement.

21.2 Movement on the Salary Scale

Professional employees who work 90 days or more in any one school year will be eligible to move up one step on the salary scale in the next school year unless they are already on step 16 for Bachelors columns and step 18 for Masters and above columns or the contract indicates a step freeze. Persons working fewer than 90 days in any one school year will remain on the same step of the salary scale for the next school year.

21.3 Extended Contracts

A. The District reserves the right to modify the length of extended contracts for persons working greater than the basic school year under the following conditions:

1. All employees affected by a change in contract length shall be notified, in writing, no later than April 30th preceding the school year of modification.
2. The District will not reduce the contract length for guidance counselors or librarians, cyber school coordinator, or home and school visitor/senior class assistant counselor to be less than ten (10) days beyond the basic school year during the life of the contract.
3. In the event that not all positions of a department having extended contracts in any building are reduced, the District will first seek volunteers to accept the reduced schedules. In the absence of volunteers, the most junior persons in seniority status shall be reduced in time.

B. Persons employed on an extended year arrangement shall receive compensation determined upon a pro-rated scale according to the following formula:

Effective 2021/2022 and for the remainder of the contract the formula shall be:

$$\frac{\text{Total 192 day salary}}{192} \times \text{contract length (in days)} = \text{total salary}$$

21.4 Annuities and Savings Bonds

The District agrees to continue to make authorized payroll deductions for annuities and savings bonds.

21.5 Salary Adjustments

It shall be the responsibility of the employee concerned to initiate the request for a salary adjustment and to provide the District with all documents necessary to certify the awarding of an advanced degree or credits for a salary lane adjustment. Applications for salary program adjustments can be obtained on the district website.

Salary Adjustment for Advanced Degrees– (Doctoral, or Master’s Equivalent (State Certification))

Upon completion of all requirements for the degree, the employee concerned shall submit, in writing, a request for salary adjustment. This request shall be submitted to the Director of Human Resources and must be accompanied by a letter from the Dean of the Graduate School of the awarding University stating:

- a. The specific date upon which all requirements for the degree were completed.
- b. The specific date and place of commencement

The Director of Human Resources shall certify the eligibility of the employee and base the salary adjustment on the salary schedule or practice currently in effect. Placement on the salary scale shall be based upon the total number of credits earned for the advanced degree. The computation for the salary adjustment will be made according to the following formula:

$$\frac{\text{Full applicable adjustment}}{\text{Days length of contract}} \times \text{days remaining in current contract} = \text{Total Adjustment (Current Year)}$$

This adjustment shall be divided and added equally to the remaining pay periods of the year.

Upon completion of the above stipulations, the Director of Human Resources shall recommend to the Superintendent of the Gateway School District that the adjustment be made. Substantiating documents shall be attached to this calculation adjustment.

Salary calculations for following years shall be based upon the status of the degree.

Salary Lane Adjustments:

Upon completion of all requirements for the credits earned, the employee concerned shall submit, in writing, a request for salary adjustment. This request shall be submitted to the Director of Human Resources and must be accompanied by all supporting documentation.

The District will accept college credits and Intermediate in-service (IU) credits as follows:

College Credits:

- 1. Credits must be earned from an accredited college or university.
- 2. Credits must be applicable to the present teaching assignment, preparation for additional areas of certification, or for permanent certifications.
- 3. Credits must be earned prior to the start of the fall semester for application to that year’s salary calculation.

Intermediate (IU) Credits:

1. Credits earned must be from a PDE approved IU program.
2. Credits must be applicable to present teaching assignment that would include teaching techniques, methodology or subject content.
3. If the number of credits for the course is not assigned by the sponsor, the credit equivalence is generally determined on the basis of time spent (classroom hours) in comparison to the time spent per credit at a college. (i.e. 15 hours class time = 1 credit, 30 hours lab time = 1 credit) .
4. Credits must be earned prior to the start of the fall semester for application to that year's salary calculation.

The Deadline for all Salary Lane Adjustments is October 1st of each year.

21.6 National Board Certification

Employees who have successfully attained National Teaching Board Certification and have salary lane credits equal to or above Masters +60 will be placed on the Doctorate level of the salary scale at the step commensurate with their level of service with the District. As long as the employee maintains their National Teaching Board Certification status, he/she will remain on the National Board Certification salary lane.

21.7 Salary Payment

The employees will receive their salary over a 26-pay period. Employees shall receive the final lump sum payments the last day in June encompassing the remaining payments due for the final three months of the 12-month period. The employer shall retain full discretion to pay the amount of this payment in the form of equal bi-weekly payments over the final 3 months of the 12-month payment period.

21.8 Travel Allowance

The Board agrees to reimburse employees in the bargaining unit for the use of personal vehicles in the performance of work assignments or other employer business at the current Internal Revenue Service rate.

21.9 Wage Continuation Payment Due to On-the-Job Injuries

Any employee injured while on the job necessitating loss of time and medical expense, shall have the employee's current salary continued for a maximum of 30 days. The loss of time shall not be charged to the employee's sick leave.

Weekly benefits payable under Workers' Compensation during this period shall be deducted from the employee's gross remuneration. After 30 days, the employee, if still absent from duty as a result of the same injury, shall receive only the Workers' Compensation insurance benefits. Health Insurance benefits provided by the District shall be available for a period of 12 months following the work related injury.

ARTICLE XXII
ADDITIONAL COMPENSATION

22.1 Extra Service

- A. Employees who provide approved services beyond the school day and/or school year shall be compensated at the rate of \$24.50 per hour. Examples of such services include but are not limited to, homebound instruction, witness in a District legal proceeding, summer school, special assignments, tutoring, and emergency room preparations when necessary.

This rate of compensation shall not apply to Counselors, Librarians, Head Nurses, cyber school coordinator and Home and School Visitor/Senior Class Assistant Counselor whose annual contract extends beyond 190 days as provided in Section 21.7 of this contract.

- B. If the District directs employees to return to work after the conclusion of their professional responsibilities, the employee shall be compensated at his/her hourly rate of pay.

22.2 Curriculum Preparation and Writing

The District shall compensate employees authorized to prepare and write curricula as follows:

Curriculum Preparation

Employees who are pre-approved for curriculum preparation beyond the school day and/or school year shall be compensated at the rate of \$24.00 per hour.

Curriculum Writing (Development)

Employee(s) who are pre-approved/authorized to write curriculum beyond the school day and/or school year shall be compensated at the rate of \$225.00 per semester course and \$450.00 per full -year course. This payment will be made upon the acceptance of the curriculum by the Board of School Directors.

22.3 Supplemental Contracts

1. The supplemental contracts will be increased by 1% for each year of the contract beginning with the 2021/2022 school year.
2. The basic rate for Department Chairpersons/Team Leaders shall be increased by the same rate as Article 22.3 (1). This increase shall not apply to the per staff value.

ARTICLE XXIII
ACADEMIC FREEDOM

23.1 Academic Freedom

The Association recognizes that the curriculum, textbooks, and supplemental materials used for instructional purposes require School Board approval and are under the control of the District. Teachers possess academic freedom to select and vary research-based instructional methodologies that are proven effectual for all of their students. Exceptions exist when prescribed methodologies for particular programs (e.g., scripted reading programs) or computer-based programs are Board approved. In addition, research-based methodologies (e.g., Culturally Responsive Practices) may be required to be infused within each lesson design. Lesson plan formats will be uniform throughout the District and will provide the District with the necessary content to ensure that the taught, written, and assessed curriculum are one in the same. Lesson plan formats will not change more than once during this contract without mutual agreement between the Association and the District.

ARTICLE XXIV
GUIDANCE COUNSELORS SCHEDULES

24.1 Counselors' Schedules

In the event it is desirable to alter the summer schedule, if in excess of the basic school year as defined in Article VII, Section 7.1 to times other than days immediately preceding and following the basic school year, a mutually agreeable schedule shall be developed by the building administrator and the counselor(s) to be involved.

ARTICLE XXV
USE OF REGULAR TEACHERS AS SUBSTITUTES

25.1 Use of Regular Teachers as Substitutes

The practice of using a regular teacher as a substitute, thereby depriving the employee of his/her preparation period, shall be avoided, except in unforeseeable circumstances.

Every reasonable effort will be made to avoid using teachers as substitutes for absent teachers. In the event teachers are used as substitutes the following applies:

At the elementary level, teachers will receive one-hour pay for substituting one-half day and two hours pay for one full day. When a specialty subject preparation period is missed due to an absent teacher, the district will pay one-half hour for 30 minutes and one full hour when the preparation period exceeds 30 minutes.

At the secondary level, every reasonable effort will be made to prevent a teacher from serving more than two periods of preparation time on any given day.

25.2 Athletic Coverage

In the event an employee is required more than one time during the year to cover a class assignment of a District coach who is absent from that class because of interscholastic activities thus depriving the member of his/her preparation period, the time in excess of the first assignment shall be compensated at the hourly rate as described in section 25.3C

25.3 Non-Athletic Coverage

- A. In the event substitute teachers are not available and it becomes necessary for a member of the unit to substitute for an absent teacher thus depriving the member of his/her preparation period, the unit member will be compensated for the time of substituting at an hourly rate in accordance with the provisions in section 25.1.
- B. The hourly rate shall be (SEE BELOW) dollars per period.

2020/2021	\$ 61.13
2021/2022	Free Coverage, with fair and equal rotation. The district agrees that Kelly Services or a similar service will provide substitutes first and foremost. In the event substitutes are not available then members of the bargaining unit will be utilized. (If coverages are not being equally distributed the superintendent will work with the association to remedy the concern.)
2022/2023	\$ 40.00 (with a district wide Cap of 1500 Coverages and thereafter will go to \$50)
2023/2024	\$ 50.00

ARTICLE XXVI
MATERNITY AND CHILD REARING LEAVE

26.1 Maternity and Child Rearing Leave

- A. Maternity leave shall be granted to women for pregnancy, childbirth, and recovery after childbirth in accordance with state and federal law. An employee on maternity leave must return to work at such time as the employee is released by her physician to return to work, unless the employee elects to take child rearing leave. An employee on maternity leave shall continue to accrue seniority and shall continue to receive all insurance benefits and such other benefits provided under this Agreement that normally accrue during sick leave. An employee on maternity leave shall be entitled to use any accumulated paid sick leave as in the event of absence due to an accident or illness. Otherwise, the employee shall receive no salary while on maternity leave. Once an employee learns she will require maternity leave, she should give the District notice of the approximate time she expects to be absent from work for maternity leave in the absence of unexpected complications. This notice shall include her physician's

statement of verification of the expected date of delivery.

- B. Child rearing leave is an unpaid leave of absence available to all employees and may extend for a period of one (1) year after the termination of the pregnancy. If so stated at the time of initial request, the leave may extend for a period up to two (2) years. This leave must terminate at year-end or semester end only. Insurance benefits shall not be continued during the unpaid child rearing leave but may be continued at the employee's cost in accordance with state and federal laws and/or the cost of the insurance plus 2%. Paid sick leave may not be used and will not accrue during child rearing leave. Seniority will continue to accrue during child rearing leave. Child rearing leave shall be granted upon prior notice of at least forty-five (45) days. Child rearing leave shall always begin at the beginning of a semester and end at the end of a semester, except that the leave need not begin at the beginning of a semester if the natural mother elects child rearing leave to follow maternity leave.
- E. In the case of an adopted child, child rearing shall be available for up to one year after the placement or adoption, whichever comes first. If so stated at the time of initial request, the leave may extend for a period up to two (2) years. This leave must terminate at year-end or semester-end only. Insurance benefits shall not be continued during the unpaid child rearing leave, but may be continued at the employee's cost in accordance with state and federal laws and/or the cost of the insurance plus 2%. Paid sick leave may not be used and will not accrue during child rearing leave. Seniority will continue to accrue during child rearing leave.
- D. Upon return from maternity or child rearing leave the employee shall return to the same position held prior to the leave unless that position has been eliminated and said employee is the least senior person in that area.
- E. In the event an employee wishes to cancel any approved leave, which extends into the next school year, she must submit her request to the Director of Human Resources by no later than March 15th of the current year.
- F. In the event the District employs a substitute for the period of leave, that employee shall remain on leave for the full period of the expected leave.
- G. The total length of both the maternity and child rearing leave can never extend past a two-year period. This two-year period starts immediately after the birth of the child or placement or adoption.

ARTICLE XXVII
PART-TIME EMPLOYEES

27.1 Part-Time Employees

Employees who are employed as half-time shall receive a prorated salary. Such persons shall be entitled to the basic salary step and column for which they qualify. Part-time employees shall be entitled to other benefits provided by the District on the same prorated basis as their salary. An employee who is demoted from a full-time position to a part-time position shall be given the first full-time position available for which he/she is certified.

ARTICLE XXVIII
YEAR / SEMESTER SUBSTITUTE

28.1 Application

This article represents the total contract application for temporary employees classified as semester or year substitutes.

28.2 Definitions

A. Year / Semester Substitute

A year / semester substitute is a certificated employee who is employed to fill a temporary vacancy in the unit that will exist for at least one (1) full semester within a school year.

B. Teacher Status

The year / semester substitute is a teacher but in the context of the School Code, he/she is neither a temporary professional employee nor a professional employee.

28.3 Length of Employment

The year / semester substitute will be employed for a definite period of time and, at the completion of the prescribed time, the employment status is terminated.

28.4 Completion of Assignment

Upon completion of the assignment, the employment will terminate and the person will be returned to the daily substitute list for call, as needed, on a day-to-day basis. It is necessary for the substitute to verify to the District his/her desire to be on this substitute listing. Failure to so verify the day-to-day service availability will be considered as a willful termination of substitute service.

28.5 Salary

A. Annual Salary

The annual salary will be based upon the teacher salary schedule currently in force (Article XXI) within the limitations stated below.

B. Pro-Ration

Service for other than the basic school year shall be paid on the basis of days served times the daily rate.

C. Initial service

For the initial service as a year or semester substitute, the person so employed, shall be paid at the BS, Step 1 level of the appropriate salary schedule.

D. Consecutive Service

If the year substitute is re-employed as a year or semester substitute in a consecutive assignment, salary credit shall be given for each full year of consecutive service.

E. Other Service

If a year / semester substitute is employed in any capacity as defined in Article XXII, the provision of Article XXII shall apply.

F. Miscellaneous Provisions

Article XXI, Sections 21.8 Travel Allowance; Article XXI, Section 21.9, Wage Continuation Payment Due to On-the-Job Injuries, and Article III, Grievance Procedure, shall apply to year/semester substitutes.

28.6 Insurance

Year and semester substitute shall be eligible to participate in the following insurance programs.

A. Medical Insurance

Same as other unit members

B. Dental Insurance

Same as other unit members

C. Life Insurance

Each year or semester substitute shall be provided a \$10,000 term life ADD insurance policy.

28.7 Paid Leave

A. Bereavement Leave

Same as unit members

B. Maternity Leave

Leave for maternity purposes shall be granted for a period of medical disability only.

C. Sick Leave

Per Semester 2 days

B. Personal Leave

Per Semester 1 day

All conditions of personal leave apply as with other unit members.

Unused Sick and Personal Days cannot be carried over year to year.

**ARTICLE XXIX
SENIORITY**

29.1 Definition

Seniority shall be defined as the length of continuous service as a temporary professional and/or professional employee with the Gateway School District since the date of most recent hire.

29.2 Date of Initial Employment

For the purpose of establishing a seniority order, the initial date of employment shall be the date of the official Board meeting at which formal action was taken for employment. In the event two (2) or more employees are hired at the same meeting, the seniority status will be determined by drawing lots. The lowest number shall be the most senior.

29.3 Approved Leaves

Approved leaves of absence occurring since the date of the most recent employment shall be considered as the time served for the purpose of determining the length of seniority.

29.4 Assignment Changes

In the event the District causes level, area or building assignments to be changed and voluntary reassignment is not possible; employees shall be assigned based upon District-wide seniority within the required certification(s).

29.5 Suspension/Furlough

In the event a layoff/furlough occurs, those employees to be laid off shall be determined according to the School Laws of the Commonwealth of Pennsylvania.

ARTICLE XXX

BENEFIT AFTER RETIREMENT

30.1 BENEFIT AFTER RETIREMENT

The District shall provide a benefit after retirement for those employees qualifying for a normal retirement as defined by superannuation by PSERS in each year of this Agreement under the following conditions below in A. An employee may retire either at the end of the first semester or at the end of the school year.

A. Notice – Year-end Retirement

1. On or before January 31, 2022, the employee must submit an irrevocable notice of intention to retire for at the conclusion of the 2021/22 school year.
2. On or before January 31, 2023, the employee must submit an irrevocable notice of intention to retire for at the conclusion of the 2022/23 school year.
3. On or before January 31, 2024, the employee must submit an irrevocable notice of intention to retire for at the conclusion of the 2023/24 school year.

B. Notice – Mid-Year Retirement

In the event an employee desires to retire at the end of the first semester in a given school year, he/she must submit an irrevocable notice of intention to retire no less than sixty (60) days prior to the last school day of the semester.

- C. To be eligible for the retirement benefits, the employee must meet the normal retirement status as defined by superannuation by PSERS.

Anyone eligible and electing to retire under this retirement benefit shall have the following benefits in addition to any other retirement benefits set forth in this contract.

The retiree may choose from the available standard medical plans provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC. under the following:

Individual, Spousal, Parent and Child(ren), One (1) year of health insurance coverage for every five (5) of service with Gateway School District for a maximum of seven (7) years or the employee and/or spouse is eligible for Medicare or the employee has similar benefits available from any other source, with the exception of Affordable Health Care, whichever comes first.

In all retirement years, the retired employee is solely responsible for paying 20% of the monthly premium defined in the year of retirement and any increases beyond those in effect at the time of retirement. Failure to make such payments upon the part of the employee will result in the termination of the benefit with no further liability of any kind whatsoever to the District.

It is acknowledged and understood between the District and Association that no new dependents shall be added to the retiree's benefits after the official date of retirement. In the event the retiree desires to add a qualifying dependent after his/her retirement date, the retiree agrees to pay the difference in premiums associated with the addition of the eligible dependent.

ARTICLE XXXI
TUITION REIMBURSEMENT

31.1 TUITION REIMBURSEMENT

Permanently certified teachers (Level II) will be eligible to receive tuition reimbursement. Eligible employees shall be reimbursed up to one-half the cost of a graduate credit from the University of Pittsburgh for pre-approved graduate course credit during the term of this agreement. All credits must be degree semester graduate credits related to the field of education. (Quarter credits, Intermediate credits and non-degree credits are not reimbursable). In rare circumstances, the District may pre-approve undergraduate courses relating to an individual's teaching assignment and/or certificate requirements. Upon obtaining one master's degree, one doctorate or one new area of certification, as defined by the Pennsylvania Department of Education, the District shall reimburse the remaining one-half of the cost as identified above per pre-approved graduate course credit. In no event may an employee receive reimbursement for more than one half the cost as identified above.

In order to qualify for tuition reimbursement, an employee must receive a grade of "B" or higher in the course.

Reimbursement will only be approved if eligible teacher attends an accredited PDE approved college or university.

In the event a teacher leaves employment, including retirement, with the District within three years after completion and District reimbursement of a master's degree, doctorate or a new area of certification the teacher will be required to reimburse the tuition paid by the District as follows:

Leaves within one year	100%
Leaves within two years	66%
Leaves within three years	33%

ARTICLE XXXII
EFFECT OF AGREEMENT – SEPARABILITY

32.1 Effect of Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto.

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, and Clause.


ARTICLE XXXIII
TERMINATION

33.1 Termination


The extension will be a Four (4) year agreement. This agreement shall terminate at midnight on June 30, 2024, unless extended by mutual agreement of the parties.

The undersigned, having been dully authorized by their respective parties, do hereby affix their signatures to this Agreement.

GATEWAY EDUCATION ASSOCIATION

by 
President
July 20, 2021
Date

GATEWAY BOARD OF SCHOOL DIRECTORS

by 
President
8-10-21
Date

Gateway School District Salary Schedule 2021/22 Year 2		Appendix B									
		Increase		0.00%		TOP		\$ 1,200.00			
Step	Bach.	B 12	B 24	Mast	M 10	M 20	M 30	M 40	M 50	M 60	Doc
1	\$47,619	\$49,049	\$50,953	\$54,762	\$55,954	\$57,144	\$58,334	\$59,525	\$60,715	\$61,906	\$63,335
2	\$49,999	\$51,431	\$53,334	\$57,144	\$58,334	\$59,525	\$60,715	\$61,906	\$63,097	\$64,287	\$65,716
3	\$52,382	\$53,810	\$55,715	\$59,525	\$60,715	\$61,906	\$63,097	\$64,287	\$65,478	\$66,669	\$68,098
4	\$54,762	\$56,191	\$58,096	\$61,906	\$63,097	\$64,287	\$65,478	\$66,669	\$67,858	\$69,049	\$70,477
5	\$57,144	\$58,573	\$60,478	\$64,287	\$65,478	\$66,669	\$67,858	\$69,049	\$70,239	\$71,433	\$72,857
6	\$59,525	\$60,953	\$62,859	\$66,669	\$67,858	\$69,049	\$70,239	\$71,430	\$72,620	\$73,810	\$75,239
7	\$61,906	\$63,335	\$65,238	\$69,049	\$70,239	\$71,430	\$72,620	\$73,810	\$75,000	\$76,191	\$77,619
8	\$64,287	\$65,716	\$67,620	\$71,430	\$72,620	\$73,810	\$75,000	\$76,191	\$77,382	\$78,572	\$80,001
9	\$66,669	\$68,098	\$70,001	\$73,810	\$75,000	\$76,191	\$77,382	\$78,572	\$79,763	\$80,953	\$82,382
10	\$69,049	\$70,477	\$72,382	\$76,191	\$77,382	\$78,572	\$79,763	\$80,953	\$82,145	\$83,335	\$84,763
11	\$71,430	\$72,857	\$74,763	\$78,572	\$79,763	\$80,953	\$82,145	\$83,335	\$84,525	\$85,716	\$87,144
12	\$73,810	\$75,239	\$77,145	\$80,953	\$82,145	\$83,335	\$84,525	\$85,716	\$86,905	\$88,096	\$89,526
13	\$76,191	\$77,619	\$79,526	\$83,335	\$84,525	\$85,716	\$86,905	\$88,096	\$89,287	\$90,477	\$94,655
14	\$78,572	\$80,001	\$81,878	\$85,716	\$86,905	\$88,096	\$89,287	\$90,477	\$91,667	\$92,859	\$95,660
15	\$80,953	\$82,382	\$84,286	\$88,096	\$89,287	\$90,477	\$91,667	\$92,859	\$94,049	\$95,239	\$96,667
16	\$87,765	\$89,207	\$91,130	\$90,477	\$91,667	\$92,859	\$94,049	\$95,239	\$96,430	\$97,620	\$99,048
17				\$92,859	\$94,049	\$95,239	\$96,430	\$97,620	\$98,812	\$100,002	\$101,429
18				\$97,382	\$98,585	\$99,787	\$100,990	\$102,192	\$103,394	\$104,597	\$106,038

Appendix C

Increase

1.27%

Gateway School District
Salary Schedule 2022/23

Year 3

Step	Bach.	B 12	B 24	Mast.	M 10	M 20	M 30	M 40	M 50	M 60	Doc
1	\$48,224	\$49,671	\$51,600	\$55,457	\$56,664	\$57,869	\$59,074	\$60,281	\$61,486	\$62,692	\$64,139
2	\$50,634	\$52,084	\$54,011	\$57,869	\$59,074	\$60,281	\$61,486	\$62,692	\$63,898	\$65,103	\$66,550
3	\$53,047	\$54,493	\$56,422	\$60,281	\$61,486	\$62,692	\$63,898	\$65,103	\$66,309	\$67,515	\$68,963
4	\$55,457	\$56,904	\$58,833	\$62,692	\$63,898	\$65,103	\$66,309	\$67,515	\$68,719	\$69,926	\$71,372
5	\$57,869	\$59,316	\$61,246	\$65,103	\$66,309	\$67,515	\$68,719	\$69,926	\$71,131	\$72,340	\$73,782
6	\$60,281	\$61,727	\$63,657	\$67,515	\$68,719	\$69,926	\$71,131	\$72,337	\$73,542	\$74,747	\$76,194
7	\$62,692	\$64,139	\$66,066	\$69,926	\$71,131	\$72,337	\$73,542	\$74,747	\$75,952	\$77,158	\$78,605
8	\$65,103	\$66,550	\$68,478	\$72,337	\$73,542	\$74,747	\$75,952	\$77,158	\$78,365	\$79,570	\$81,017
9	\$67,515	\$68,963	\$70,890	\$74,747	\$75,952	\$77,158	\$78,365	\$79,570	\$80,776	\$81,981	\$83,428
10	\$69,926	\$71,372	\$73,301	\$77,158	\$78,365	\$79,570	\$80,776	\$81,981	\$83,188	\$84,393	\$85,839
11	\$72,337	\$73,782	\$75,712	\$79,570	\$80,776	\$81,981	\$83,188	\$84,393	\$85,598	\$86,804	\$88,251
12	\$74,747	\$76,194	\$78,125	\$81,981	\$83,188	\$84,393	\$85,598	\$86,804	\$88,009	\$89,215	\$90,663
13	\$77,158	\$78,605	\$80,536	\$84,393	\$85,598	\$86,804	\$88,009	\$89,215	\$90,421	\$91,626	\$93,073
14	\$79,570	\$81,017	\$82,918	\$86,804	\$88,009	\$89,215	\$90,421	\$91,626	\$92,831	\$94,038	\$95,485
15	\$81,981	\$83,428	\$85,356	\$89,215	\$90,421	\$91,626	\$92,831	\$94,038	\$95,243	\$96,448	\$97,895
16	\$88,879	\$90,340	\$92,287	\$91,626	\$92,831	\$94,038	\$95,243	\$96,448	\$97,655	\$98,860	\$100,306
17				\$94,038	\$95,243	\$96,448	\$97,655	\$98,860	\$100,067	\$101,272	\$102,717
18				\$98,619	\$99,837	\$101,054	\$102,273	\$103,490	\$104,707	\$105,925	\$107,385

Gateway School District
Salary Schedule 2023/24

Increase

Appendix D
1.00%

Step	Bach.	B 12	B 24	Mast.	M 10	M 20	M 30	M 40	M 50	M 60	Doc
1	\$48,706	\$50,168	\$52,116	\$56,012	\$57,231	\$58,448	\$59,665	\$60,883	\$62,101	\$63,319	\$64,780
2	\$51,141	\$52,605	\$54,551	\$58,448	\$59,665	\$60,883	\$62,101	\$63,319	\$64,537	\$65,754	\$67,216
3	\$53,577	\$55,038	\$56,986	\$60,883	\$62,101	\$63,319	\$64,537	\$65,754	\$66,972	\$68,191	\$69,652
4	\$56,012	\$57,473	\$59,422	\$63,319	\$64,537	\$65,754	\$66,972	\$68,191	\$69,407	\$70,625	\$72,085
5	\$58,448	\$59,910	\$61,858	\$65,754	\$66,972	\$68,191	\$69,407	\$70,625	\$71,842	\$73,063	\$74,520
6	\$60,883	\$62,344	\$64,294	\$68,191	\$69,407	\$70,625	\$71,842	\$73,060	\$74,277	\$75,495	\$76,956
7	\$63,319	\$64,780	\$66,727	\$70,625	\$71,842	\$73,060	\$74,277	\$75,495	\$76,712	\$77,930	\$79,391
8	\$65,754	\$67,216	\$69,163	\$73,060	\$74,277	\$75,495	\$76,712	\$77,930	\$79,148	\$80,365	\$81,827
9	\$68,191	\$69,652	\$71,599	\$75,495	\$76,712	\$77,930	\$79,148	\$80,365	\$81,584	\$82,801	\$84,262
10	\$70,625	\$72,085	\$74,034	\$77,930	\$79,148	\$80,365	\$81,584	\$82,801	\$84,020	\$85,237	\$86,698
11	\$73,060	\$74,520	\$76,469	\$80,365	\$81,584	\$82,801	\$84,020	\$85,237	\$86,454	\$87,673	\$89,133
12	\$75,495	\$76,956	\$78,906	\$82,801	\$84,020	\$85,237	\$86,454	\$87,673	\$88,889	\$90,107	\$91,570
13	\$77,930	\$79,391	\$81,341	\$85,237	\$86,454	\$87,673	\$88,889	\$90,107	\$91,325	\$92,542	\$96,815
14	\$80,365	\$81,827	\$83,747	\$87,673	\$88,889	\$90,107	\$91,325	\$92,542	\$93,759	\$94,979	\$97,844
15	\$82,801	\$84,262	\$86,210	\$90,107	\$91,325	\$92,542	\$93,759	\$94,979	\$96,196	\$97,413	\$98,874
16	\$89,768	\$91,243	\$93,210	\$92,542	\$93,759	\$94,979	\$96,196	\$97,413	\$98,631	\$99,848	\$101,309
17				\$94,979	\$96,196	\$97,413	\$98,631	\$99,848	\$101,068	\$102,285	\$103,744
18				\$99,605	\$100,835	\$102,064	\$103,296	\$104,525	\$105,754	\$106,984	\$108,458

