

## MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT, hereinafter referred to as "THE DISTRICT" AND THE NEWBURGH TEACHERS' ASSOCIATION, hereinafter referred to as "THE NTA";**

**WHEREBY**, the District and the NTA agree to revive and incorporate the terms of the collectively negotiated agreement between them that expired on June 30, 2014, into a three year successor agreement effective July 1, 2014 and terminating on June 30, 2017, except as modified by the following provisions:

1. Article XXVI (E) (2) (a) – **Graduate Credits** – Add the following language as the last paragraph:

“Notwithstanding the above, salary credit for graduate courses earned towards a master’s degree for permanent certification or licensure for their employment in the school district shall be granted by the Superintendent of Schools. Other graduate course work for credit shall be subject to the prior approval of the superintendent of schools or his/her administrative designee, provided that such coursework is directly related to his/her teaching assignment and consistent with the District’s curriculum of instruction.”

[Note: Those unit members who took graduate coursework during the summer of 2015 shall be entitled to apply for such credits pursuant to the language between the parties that was in effect during the month of June 2015.]

2. Article XXVI (F)(5) – **In-service Coursework** – Delete and replace with the following:

“Unit members are encouraged to review the offerings of the Newburgh Teachers’ Center and make application by registering on line for in-service coursework which shall be deemed to be District-approved, so long as such coursework is directly related to their teaching assignment and not duplicative of their prior in-service coursework. In-service coursework sought through outside sources, from a list of providers approved annually by the District will be approved for in-service credit so long as it is directly related to their teaching assignment and must not be duplicative of other previous in-service course work that they have taken. The approved in-service providers for the term of this contract are listed below. In-service coursework in classroom management shall be approved for those teachers who receive a rating of ineffective or developing on the evaluation rubric elements of Domain 2. Notwithstanding the above, once every five (5) years, classroom teachers may apply and shall be approved for in-service coursework in classroom management that is consistent with the District’s classroom management techniques. The District shall consult annually with the NTA regarding the selection of District recognized in-service coursework providers. The District may provide a list of high priority in-service coursework that is specified for teachers in particular departments and/or grade levels and/or schools (taking into consideration designation of school status under NCLB and/or State Standards).

2015-2016 and 2016-2017 approved list of in-service providers: Putnam/Northern Westchester BOCES, Southern Westchester BOCES, Orange-Ulster County BOCES, Ulster BOCES, Dutchess BOCES, Middletown Teachers’ Center, Mercy College, NYU, Loyola

Marymount, Columbia University, State University of New York, Pace, Manhattanville, Marist, Adelphi, Mount St. Mary, NYSUT (AFT), Long Island University, Rockland Teachers' Center, Fordham University, New York Institute of Technology, University of LaVerne, Alfred, Brown University, Central Connecticut State, Cornell University, Fairleigh Dickinson NJ, Hofstra College in Hempstead, N.Y., Seton Hall College in South Orange, N.J., Army College in West Point, N.Y., University of Hartford, Wagner College in Staten Island, N.Y., Ithaca College, Julliard, Manhattan School of Music, Saint Rose, Clarkson, Boston University, Syracuse University, Cornell, Vassar, University of Rochester, RPI, NYU, Colgate, Bard, Stonybrook, Wesleyan, University of Buffalo, Dartmouth College, Harvard University, the University of Pennsylvania, Princeton University, and Yale University.

If a teacher wants to take a course from an accredited university not on the list of providers he or she may submit the course for approval and state why the course would enhance their ability to teach their assignment and that the course is not offered by any of the approved providers. The District will review such submission and the course shall be reviewed for approval as though it was on the approved list of in-service providers set forth above.

Requests for approval of all coursework will be responded to by the District within 45 calendar days of receipt of the request. Absent an email response from the District, approving or denying it, the course will be deemed approved for the applicant.”

3. Article XXVI (F)(8) – **Coursework Credit Acquisition** – Delete and replace with the following:

“Unit members whose number of compensable credits exceeds one-hundred twenty (120) as of September 1, 2015 shall not be credited for compensation based upon the additional acquisition of graduate credits and/or in-service coursework credits; they will however, retain those credits beyond 120 for the life of their careers. Those unit members who have not reached the BA+120 may advance towards that number of credits. Annual credit acquisition shall not exceed six (6) credits per school year. Any teacher who is in the process of obtaining a graduate degree that is required for certification for the position in which he or she is employed shall not be subject to the six (6) credits per school year limit. In addition, those teachers who were granted relief under the Scheinman In-Service Credit Arbitration Award and whose total number of credits exceed 120 shall receive compensation for those credits as if grandfathered pursuant to the provision set forth above.

The parties agree that the money for additional coursework beyond BA90 is paid onto the base salaries of the members. The application of this understanding will be retroactive to February 1, 2015. [Accordingly, the PERB proceeding currently pending, as well as the NTA graduate credit Grievance and impending arbitration shall be withdrawn, with prejudice, upon ratification of this Agreement.]

Notwithstanding the above, effective commencing with the 2015-16 school year, the District shall be obligated to fund no more than \$400,000 of newly acquired graduate credits and/or in-service coursework credits per school year. If the District, by reason of the under-expenditure of the sum of money set forth above for newly acquired credits during the immediately preceding school year, has a balance remaining, then, the \$400,000 available in the current school year shall be augmented by the previous year's balance. (*Example: If during the 2015-16 school year only*

*\$350,000 is paid for newly acquired credits, then, for 2016-17 there shall be \$450,000 of funds available for newly acquired credit pay.)*

The District shall use a rolling-approval process in determining which applications for compensable credits will be granted. The applications will be dated and time stamped upon receipt and considered for approval based upon the date and time stamp order when received. When the annual limitation amount is reached, no other graduate coursework or in-service coursework application will be approved for that school year.

For the 2015-2016 school year only those members who were part of the 2013 grievance regarding coursework shall be entitled to have their applications for coursework reviewed prior to all other applications, where their applications are submitted by September 15, 2015. Thereafter, in subsequent school years the first ten members denied coursework approval the previous year due to lack of funds, shall be first in line for consideration the subsequent school year where they have submitted applications by September 1 of the new school year.”

4. Article XXVII(I) – **Teachers’ Center** – Delete and replace with the following language:

“The District shall fund the Teacher Center at a rate of \$200,000 per year for the 2015-2016 and 2016-2017 school years only, in order to provide professional development to unit members, through the governing body of the Teachers’ Center. Any professional development training programs or courses offered for in-service credit compensation shall be subject to final approval by the Deputy Superintendent. His or her approval decision regarding such courses and training programs offered through the Teachers’ Center for in-service compensation purposes shall not be subject to grievance or arbitration under Article III of the parties’ Agreement. The District shall compensate the Teacher Center Coordinator at the salary rate of 1.0 FTE of that teacher’s annual compensation, including benefits. Said salary and benefits shall be included within the annual sums stated above for the 2015-16 and 2016-17 school years. In addition, any grant monies received towards the operation of the Teachers’ Center shall be applied towards the District’s annual funding obligation as referenced above for the 2015-16 and/or 2016-17 school year.”

5. Article XXVI (M), (N) & (O) – Add language to each such section to indicate that there will be no compensation for preparation time. Modify Paragraph O to provide that tutorial, including home instruction, shall be paid based upon the actual hours worked, up to two hours per student per day at the secondary grade levels<sup>1</sup>, and one hour per student per day at the elementary grade levels. In addition, teachers who are required to use their personal vehicles to drive to home tutorial sessions shall be reimbursed at the prevailing IRS mileage rate upon submission of a mileage reimbursement voucher at the end of each month of such service.

6. Article XXVI – **Salary Schedules** – Each unit member who was employed during the 2014-15 school year and returns to service for the 2015-16 school year shall receive a one-time, ratification of Agreement bonus in the amount of \$900, to be paid within thirty (30) calendar days of ratification by the parties. Effective September 1, 2015, the salary schedules in effect during the 2014-15 school year shall be increased by 1.5%. Effective July 1, 2016, the salary schedules in

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<sup>1</sup> Provided, however, in the event that a teacher is required to provide home tutoring to administer State assessments or Regents assessments, such time may exceed two hours per day, when assigned to administer such assessments by an administrator.

effect during the 2015-16 school year shall be increased by 1.25%.

7. Article XI(H) – **Special Education Teachers Release Time** – modify to provide that in addition to one day per school year secondary special educators shall be relieved from six duty assignments per year as scheduled by their building principal or designee for the purpose of IEP writing and updates. Elementary special education teachers shall have an additional day each school year for IEP writing (total of two days).

8. Article XI (G) – **Elementary Half-Days** – Add the following language to this section:

“[For the 2015-16 and 2016-17 School Years only]. Elementary teachers will be provided with two half-days at the end of the school year when students will be released after attending for the half-day and the teacher shall remain to fulfill their professional responsibilities for the other half of the day. The scope of such professional responsibilities shall be mutually agreed upon by the building administrator and head union delegate for each building; provided that the same shall not cause a loss of state aid. The District shall, to the extent possible, schedule the half-days such that there will be no loss of state aid.”

9. [New] Article XVI (B)(10) – **Notice Regarding Unpaid Leave** – To read as follows: Beginning in the 2014-15 school year, all unpaid leave forms issued by the District will provide the following notification:

“Please be aware that while you are on unpaid leave (unless it is an approved leave pursuant to USERRA/NYS Military Law), you will not accrue seniority.”

10. [New] Article III (2)(A) – Add a second paragraph to read as follows:

“Understanding that it is impossible to have perfect equity in assignments, classroom teachers who believe that their assignments are inequitable shall have the right to file an expedited grievance at or before the commencement of an ensuing school year seeking a review of the equity of their assignments. Such grievance shall be filed directly at Stage 2 and shall be processed there within fifteen (15) calendar days. Any appeal from a Stage 2 decision may be filed with the Board of Education at Stage 3, within seven (7) calendar days of a decision at Stage 2, or following the fifteen (15) calendar days referenced above if no decision has been received at Stage 2. Either the personnel committee of the Board of Education, or the full Board of Education, shall entertain the appeal, as determined at the Board’s discretion. A decision shall be rendered within ten (10) calendar days of the submission of the appeal. Said decision shall be final and binding in all regards, and shall not be subject to Arbitration pursuant to Stage 4 of this Article.”

**SO AGREED**, this 20th day of August, 2015, subject to ratification by the respective constituencies.

THE DISTRICT

BY: \_\_\_\_\_



THE NTA

BY: \_\_\_\_\_

