

**MEDIATOR'S PROPOSED TERMS FOR MOA**  
**NEGOTIATIONS BETWEEN**  
**NEWBURGH ENLARGED CITY SCHOOL DISTRICT**  
**AND**  
**NEWBURGH TEACHERS ASSOCIATION**

**DATED: AUGUST 29, 2013**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT ("District") AND THE NEWBURGH TEACHERS' ASSOCIATION, TEACHER BARGAINING UNIT ("Association");**

**WHEREBY, the District and the Association agree to revive and incorporate the provisions of their 2011-2012 Collectively Negotiated Agreement into a two year successor Collectively Negotiated Agreement, for the period commencing July 1, 2012 through June 30, 2014, except as modified by the following provisions:**

1. **Article I – Recognition** – Change the second to the last sentence to read as follows:  

“Registered Nurses may only be assigned to non-public school buildings, except that they may be assigned to public school buildings when School Nurse Teachers do not make application for vacant positions, following reasonable notice and outreach efforts on the part of the District. The District will provide the NTA President with evidence of its notice and outreach efforts.” (At page 5)
2. **Article XXII(C)(2) – Health Insurance Buy-Out Active Employees and Retirees** – Modify the language to make the contractual buy-out available to members with spouses who have NYSHIP so long as NYSHIP does not notify the District of the imminent loss of coverage under its plan as a result of this buy-out program.
3. **Article XXII(A) – Employee Health Insurance and Vesting Schedule for Retiree Health Insurance** – Except for unit members who have committed to the 2013 Retirement Incentive Program, effective July 1, 2013, modify the minimum vesting period for entitlement to District contributions towards the costs of retiree health insurance premiums from 10 to 15 years, with unit members employed on 9/1/13 being credited with an additional 3 years of service time toward the 15 year minimum vesting period.
4. **Article XXIV(C) – Substitute Teachers** – Change to read as follows: “Teachers may request for consideration substitute teachers for their classes on days when they are absent from school or on another daily assignment for the District.” (At page 34)

5. **Article XIX(A) – Posting of Summer School Positions** – Add the following as the third sentence: “ In addition, Summer School positions shall be posted on the District website and the NTA President shall receive notice of such postings by email.”
6. **[New] Article XXIII(G) – Student Testing Locations** – Add new language to read as follows: “The administrator of each building shall be responsible for identifying and providing appropriate rooms for student testing.”
7. **[New] Article XX(H) – Front Desk Duty** – Add new language to read as follows: “Unit members shall not be assigned to front desk duties at any building unless they have been properly trained in security procedures and their responsibilities.”
8. **Article XI(B)(4) – Lead Teachers** – Change the reference from “Junior High School” to “Middle School” and change the last sentence to read as follows: “ The District shall annually post those lead teacher positions that are intended to be filled. In the event that the District discontinues the use of lead teachers, such action shall not cause a significant change in the workload of the curriculum chairs.”
9. **Article XVI(A)(1)(f) – Half Day Sick Leave Deducts** – Delete subparagraph “d”.
10. **Article XVI(A)(3)(a), Second Paragraph – Personal & Emergency Leave** – Delete the words “during the periods designated for holding exams”.
11. **Article XI(A)(1) – Sign-In/Sign-Out** – Add the following sentence: “The District may implement a swipe card or other similarly efficient technological system to record the presence of unit members in the building; provided, however, that the use of such system is intended for health and safety reasons and the information obtained may not be used for disciplinary purposes. Further, the District will insure that the system is placed in a space that is accessible for members and does not create long lines for entry or exiting the building.”

12. **Salary Provisions** –

For the 2012-2013 school year, step advancement shall be granted to those unit members who are step eligible, effective July 1, 2012.

For the 2013-2014 school year, step advancement shall occur on July 1, 2013 and be reversed effective the pay date of October 11, 2013, until the pay date of February 14, 2014, whereupon, step advancement shall be restored to the July 1, 2013 step placement,. Additionally, 1200 dollars will be added to the base salary of the 28 year longevity (step 28) in the first paycheck in January 2014.

July 1, 2014 all normal increment movement will resume, unless otherwise agreed to in writing by the parties, so long as the current provisions of Section 209-a.1[e] of the Civil Service Law remain in effect. Specifically, on July 1, 2014 all eligible members will advance one full step on the salary schedule beyond his or her step placement in June 2014.

13. **Article XXVII(I) – Teachers’ Center** – replace with the following language: “For the 2013-14 School Year, the District will appropriate \$90,000 from Title IIA E.S.E.A. funds and \$100,000 from Race to the Top (RTT) funds for teacher training in implementing the Common Core, the use of data to support teaching practices, support of teachers on TIPs, etc., consistent with permissible expenditures as set forth in the grant requirements through the governing body of the Teachers’ Center and subject to the final approval of courses and training programs by the Deputy Superintendent. His or her approval decision regarding courses and training programs shall not be subject to grievance or arbitration under Article III of the parties Agreement. For the 2013-14 school year, the District shall compensate the Teacher Center Coordinator at the salary rate of .4 FTE rate of that teacher’s annual compensation, with \$20,000 of the same being expended from the District’s General Fund and the remainder from the Title IIA Grant monies.
14. **Article VII(B)(1) – Notice of Assignment** – Modify to add the following: “Tentative assignments will be confirmed by June 30<sup>th</sup>. If extenuating circumstances require the assignment be changed after June 30<sup>th</sup>, the reason for the change shall be in writing.”
15. **Reference to L/M Committee** – the parties agree to refer to the Labor/Management Committee the subject of additional time for Special Educators to attend to IEP related activities. Said committee shall report back to the negotiating teams its written recommendations regarding this subject by October 1, 2013.
16. **Early Retirement Incentive** – The parties agree to refer to the Labor/Management Committee the subject of considering an early retirement incentive program to be effective at that conclusion of the 2013-14 school year.
17. **Modification to APPR Appeals Procedure** – the parties agree to modify their APPR Appeals Procedure for submission to SED, along with its 2013-14 APPR Plan Document, with the following: “In the event that the Superintendent fails to sustain an appeal containing alleged violations of the standards set forth in subparagraphs a through e and g through h of Appendix A to this paragraph (17) the Association may submit such procedural violation(s), that were raised by the teacher in writing, at a time proximate to the alleged violation and not timely corrected by administration, to expedited final and binding arbitration before arbitrator David N. Stein or Melinda Gordon, in the event of his unavailability. The failure of a teacher to notify the District of deadlines for the performance of observation(s) and delivery of observation report(s) shall not constitute a defense to an alleged procedural violation by the District. The arbitrator shall issue a decision at the hearing, on a form to be provided by the parties, without opinion other than noting which procedure(s) was violated, if any. If a violation(s) is found by the arbitrator he or she will order that the teacher’s composite score be invalidated by the District. It is expected that if there are several such cases to be adjudicated that they shall be resolved in the same day by the arbitrator. The cost of arbitration shall be borne equally by the District and the Association. It is acknowledged that the sustaining of an appeal shall not form the basis for a challenge in the case of a probationary teacher who is subject to mid-term termination or tenure denial.”

18. **APPR Conversion Formula** – The District will add to its 2013-14 school year APPR plan document the conversion formula utilized for the 60 point evaluation rubric for the 2011-12 school year. The conversion formula shall remain in place unless and until the parties have negotiated a new formula.
19. **APPR Evaluation Booklet** – The District shall prepare an APPR Plan Booklet for those classroom teachers who are subject to evaluation pursuant to Section 3012-c of the Education Law and Part 30-2 of the Regents Rules. The Association will have an opportunity to review the Booklet prior to its publication by the District.
20. **Article XXVII (H) APPR** – The following sentence shall be added at the end of the provision: “An APPR Plan Booklet for the evaluation of classroom teachers subject to the provisions of Section 3012-c and Part 30-2 of the Regents Rules has been developed. The APPR Plan Booklet contains its own Appeals provision. The provisions of the Plan Booklet are deemed not to be part of this Agreement and are not subject to enforcement through the Article III of this Agreement.
21. **Article III, Section 5, Stage 4: Arbitration, [c][5]** – Add the following new provision: “To entertain a grievance regarding provisions contained in the parties APPR Plan Booklet applicable to classroom teachers evaluated pursuant to Section 3012-c of the Education Law and Part 30-2 of the Regents Rules.”

### Appendix A to Paragraph 17

- a. The first observation must be conducted by February 15<sup>th</sup>, the second by the close of business by the Friday before Memorial Day and the third (where applicable) by June 5<sup>th</sup>.
- b. The first observation cycle shall begin no earlier than following the 15<sup>th</sup> day when students are in session during the fall semester.
- c. The pre-observation and post-observation conferences will be held at mutually agreeable times not more than 10 school days before and after the formal announced observation. Teachers will bring their lesson plans to the post-observation conference. The post-observation conference shall not be held within two days of the observation.
- d. Teachers shall receive formal observation write-up within 10 school days after the post-observation conference.
- e. The District will endeavor not to cancel scheduled observation. However, when cancellations occur, the rescheduled observation will be at a mutually agreed upon time. In the event that the teacher unreasonably withholds consent to the rescheduling of such make-up observation, the District shall have the right to reasonable schedule the same.
- f. The teacher's prepared reflection is due at the post observation conference.
- g. The teacher will receive the second observation form no later than 10 school days after the second observation.
- h. Tenured classroom teachers who receive an overall ineffective or overall developing rating on the first formal observation, upon request shall be assigned a different evaluator for the second observation.
- i. The signature line of the observation write up will indicate that the signature denotes only receipt of the document and not agreement. It shall further provide that a teacher may respond in writing within ten (10) school days after receiving the document and that the response will be attached to the document.
- j. The teacher shall receive his or her completed 60 Point Evaluation Rubric score by the last day of the teachers' work year.
- k. The District's website shall provide the most current forms of the APPR and Guidelines.

**The District:**

*Ralph G. Lizzo*  
9/4/13

**The Association:**

*Ann, Pen*  
*Stacy Moran*  
*Susan Warren*  
*Stephen Dolpura*  
*Rhys G. [unclear]*  
9-4-13