

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, 2017, into a five **year** successor agreement effective July 1, 2017 and terminating on June 30, 2022, except as modified by the following provisions:

1. Article XI(B) – **Sixth Class Assignment** – Add the following language to the agreement:

“At the secondary level, unit members may volunteer to teach a sixth assignment, or, where such members are lead teachers, a fifth assignment, and where applicable, such teachers shall be relieved from their duty assignments. Such volunteers shall be paid an additional \$6,000 per year (\$3,000 per semester) for such additional assignment. Notwithstanding the above, no department will have more than three teachers per semester teaching a sixth assignment (or in the case of a lead teacher, a fifth assignment). Probationary teachers, except for those employed at the NFA West program who may be assigned to a sixth assignment, and be compensated as per above, will not be permitted to volunteer for or be assigned such additional assignment.”¹

2. Article XI(B) – **NFA West Teachers’ Schedule** – Add the following language to the Agreement:

“The schedule at NFA West may fluctuate throughout the year provided that there is no increase in the number of hours or minutes per day and with the understanding that the start time shall not be prior to 7 a.m. and the work day shall not be scheduled to end after 5 p.m. Any change in the schedule will be preceded by two (2) weeks of notice to the employees. The District may assign individual teachers at the NFA West program to six classes as part of their regular assignments. Where an NFA West teacher is assigned an advisory (101, 201, 301, 401 etc.) such advisory will constitute a sixth class and be compensated as per Article XI(B) above. If student internships require supervision beyond the teacher’s work hours, he or she shall be paid for such supervision at the hourly rate of Article XXVI (O) [Tutorial Program].”

3. Article III – **Schedule J Positions** – Delete the Head Guidance Counselor Position and create two District-wide Guidance Liaison positions. Also for clarification purposes, provide that

¹ The parties agree that they will not introduce previous incarnations of this language from the negotiation process in any future proceedings to argue the intent of this provision.

Schedule J work shall not be performed for extra-compensation during the hours of the teachers' workday.

4. Article IV(G) – **Direct Deposit** – Add to the contract the requirement that effective the first payroll after the ratification of this agreement, all pay shall be made via direct deposit in up to three (3) accounts as determined by the unit member.
5. Article VII(A) – **Voluntary Request for Transfers** – add a new provision to read as follows:

“August 1st shall be the cut-off date for voluntary requests for transfers for positions in the ensuing student instructional year.”

6. Article XI (2) – **Meetings or After School Activities** – Add the following language after the first paragraph:

“In addition to the fifteen meetings cited above, additional one hour meetings, to be held as soon as is practicable, but not later than 10 minutes after teacher dismissal, may be directed by administration as follows:

One additional meeting effective with the 2018-19 school year, then one more additional meeting effective with the 2020-21 school year, and then one more additional meeting effective with the 2021-22 school year, bringing the total number of meetings permitted under this section to eighteen (18).”

7. Article XXVI (J) – **Special Service Schedule: Schedule J Athletic Coaching Positions** – Add the following at the end of the provision:

“In the event that there are fewer than two (2) applicants for a coaching position from among the qualified members of the bargaining unit, the District may select the coach from among the qualified unit members and qualified non-unit members; provided, however, that if a non-unit member is selected he or she shall pay dues to the NTA according to a dues schedule for coaches as determined by the NTA prior to the beginning of each school year.

The parties agree that applicants for a Head Varsity Coach position must have prior experience coaching in the relevant sport to be considered qualified for purposes of this provision.

If a coach is appraised as unsatisfactory (which may lead to a determination that he/she is not qualified to coach in the future), the coach may submit a written appeal to the Superintendent of Schools within fifteen (15) school days of his/her receipt of the unsatisfactory written evaluation, or by no later than June 30 (for spring sports), whichever is later. The Superintendent of Schools shall issue a written response to the appeal within fifteen (15) school days after receipt of the coach's appeal, or by July 15 (for spring sports).”

8. Article XI(G) – **Elementary Half Days – Extend the sunset through June 30, 2022** and add the following sentence: “ In the event that these end of school year half days would result in the inability of the District to receive its full allotment of State Aid, a full day or days shall be restored to assure the full allotment of State Aid.”
9. Article XV(6) – **Teacher Mentors** – increase the mentoring stipend to \$2,000, effective with the 2017-18 school year.
10. Article XVI(A)(1)(c) – **Half Days Charged as Full Days** – Modify subsection (A)(1)(c) to read as follows:

“Whenever a teacher uses sick leave for .5 or less than .5 of the day, the charge against sick leave entitlement shall be based upon the deduct of one-half day per sick leave use, including days that are only scheduled by the district as one-half day.”

11. Article XXVI, **Salary and Professional Compensation**, increase the salary schedules as follows:

- July 1, 2017 = 2%
- July 1, 2018 = 2%
- July 1, 2019 = 2%
- July 1, 2020 = 2%
- July 1, 2021 = 2%

12. **Schedules J (excluding athletics), M, N and O** – Increase Schedules J (excluding athletics), M, N, and O by 3% effective July 1, 2017 and by the same percentage increase as is applied to the Teachers’ Salary Schedule for each of the succeeding school years (2018-19 through 2021-22), effective at the beginning of each such school year as described below; provided, however that the IST/RTI Chairperson stipend shall be increased to \$1,000 effective July 1, 2017 and shall not be subject to any additional percentage increases set forth above.

13. **Schedule J Athletics** – Increase Schedule J Athletics Schedule as follows:

During the 2017-18 school year, each Varsity head coach position shall be increased by \$500. There shall be no further increase to such positions for the duration of the Agreements. All other positions shall be increased by 3% effective July 1, 2017, and by the same percentage increase as is applied to the Teachers’ Salary Schedule for each of the succeeding school years.

In addition, for Varsity Head Coaches only, effective July 1, 2017, there shall be additional compensation in the amount of \$200 per week, to be pro-rated in the event of a partial week, for conducting post-season practices.

Modify the Coaching Longevity language to read as follows, effective July 1, 2017:

“Effective July 1, 2017, there will be a longevity in the amount of \$200 after five (5) consecutive years, an additional \$400 after ten (10) consecutive years and an additional \$650.00 after fifteen (15) years of consecutive service.”

- 14. **Schedule M** – Add “ESYP K-Screening” to schedule M.
- 15. Article XXVI – **Master Teacher Letter** – Delete the subsection requiring teachers receive a “Master teacher letter” in order to be placed on certain salary schedules.
- 16. Article XXVII – **Guidance Document** – Add the following sentence to the end of the subparagraph H:

“The District’s APPR Guidance Document (which shall not be construed to be incorporated by reference herein) will be available on the District website and will be updated annually, on an as-needed basis.”

- 17. Article XXVI – **Retirement Incentive Plan** – Add the following parenthetical after the first clause in subparagraph P, “(for purposes of this paragraph only ‘school year’ includes the contiguous July and August following such school year)”.

- 18. Article XXVII – **Teachers Center** – modify subsection I of this Article to read:

“The District shall fund the Teacher Center at the annual rate of \$250,000 for the 2017-18 school year through the 2018-19 school years and at annual the rate of \$275,000 for the 2019-20 through 2021-22 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 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 with the annual sums stated above for the 2017-2018 school year through the 2021-22 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 2017-2018 school year through the 2021-22 school year.”

- 19. Article I – **Recognition Clause** – Modify this Article to state: “Such recognition shall be unchallengeable until seven (7) months prior to June 30, 2022, as per the Taylor Law.”

- 20. Article XXVI (N) – **Housekeeping** – Modify the provision to read as follows (at page 44):

“In service course instructors of in-service courses sponsored by the District shall be compensated at the rate of \$47 in 2017-2018, \$48 in 2018-2019, \$49 in 2019-2020, \$50 in 2020 and \$51 in 2021-22 per hour of instructional (class) time. The parties agree there will be no compensation for preparation time. Such work shall

not be deemed to constitute exclusive unit work and the compensation rate set forth above shall not be applicable to non-unit members' in-service course instruction."

21. Move the following language from page 5 (Article I) to new Section "C" in Article VII:

"Only School Nurse Teachers and nurse practitioners will be assigned to buildings specifically delineated as part of the Newburgh Enlarged City School District. 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. The salary schedule for Registered Nurses shall be appended to this Agreement."

SO AGREED, this 14th day of November, 2017, subject to ratification by the respective constituencies.

THE DISTRICT

BY:



Dr. Roberto Padilla
Superintendent of Schools

THE NTA

BY:



Stacy Moran
NTA President

