# AGREEMENT

**BETWEEN**

**THE BOARD OF EDUCATION**
**NEWBURGH ENLARGED CITY SCHOOL DISTRICT**

**AND**

**THE NEWBURGH TEACHERS' ASSOCIATION**

**JULY 1, 2025 THROUGH JUNE 30, 2027**

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## PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the City School District of the City of Newburgh (hereinafter referred to as the "District") and its professional employees represented by the Newburgh Teachers' Association (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO on this 8th day of January 2026, by and between the District and the Association. The parties acknowledge that this agreement incorporates the provisions of Memoranda of Agreement entered into by the parties that modified the terms of the 2023-25 Collectively Negotiated Agreement.

## ARTICLE I. RECOGNITION

The Board of Education of the Newburgh Enlarged City School District having determined that the Newburgh Teachers' Association is supported by a majority of teachers and sign language interpreters in a unit composed of all professional certified personnel, the Athletic Trainers and the student advocate except the Chief Executive, the Deputy Superintendent, the Associate Superintendent, the Assistant Superintendents, the Assistant to the Superintendent, Principals, Assistant Principals, Interns, Directors, Coordinators, Supervisors, School Physician, Chief Psychologist; hereby recognizes the Newburgh Teachers' Association as the exclusive negotiating agent for the teachers, sign language interpreters, Assistant Summer School Principal and Assistant Evening High School Principal in such unit. Retired teachers shall be recognized only for the purposes of negotiations regarding health insurance benefits to the maximum extent allowed by law. Such recognition shall be unchallengeable until seven (7) months prior to June 30, 2027, as per the Taylor Law.

The following contractual provisions will not apply to the Athletic Trainers: VI(A)&(C), VII(A)&)B)(1), VIII, IX, X, XI, XII, XI, XVI(B)(2), XXIV, XXVI, XXVII(H) & XVII, unless specified therein.

The District agrees that instructional duties or other related professional duties currently being performed by members of this bargaining unit shall not be performed by anyone not represented by said unit. This will not, however, diminish or limit the right of the District to abolish positions according to existing law.

Notwithstanding the above, the District may secure the services of teachers through a BOCES Agreement if the following processes have been used and no certified applicants are available for the unfilled position(s):

1. Provide the NTA with three (3)* weeks of advance notice of its intent to use BOCES (advance notice for purposes of this proposal means prior to the District entering into any oral or written agreement with BOCES to provide the services);

2. There shall be an internal posting on at least three (3)* occasions for ten days each, absent a mutually agreed upon change in terms;

3. The position shall be advertised on OLAS during the same time frame described above; and

4. The District shall solicit candidates at regional job fair(s) held at a time proximate to the posting period.

The NTA will be promptly furnished with documentation regarding the District's efforts under paragraphs 1-4 above.

It is expressly understood by the undersigned parties that entering into a BOCES Agreement to perform what would otherwise be bargaining unit work will not constitute a breach of the NTA's exclusivity of bargaining unit work.

The process of advertising for potential employees as referenced above shall be under the supervision of the Deputy Superintendent of Schools. Any, alleged violation of these terms shall be subject to expedited final and binding arbitration.

*three (3) shall be converted to two (2) in those cases where there is a need for the District to procure the services expeditiously in order to comply with a student's IEP.

The NTA shall not unreasonably withhold consent to a District contract with a third-party provider of special education teachers and/or related services provider, in order to maintain continuity of IEP instruction and services where the hiring protocols in this Article have been followed and did not yield qualified personnel. It is expressly understood by the undersigned parties that entering into such third-party provider contract to perform what would otherwise be bargaining unit work will not constitute a breach of the NTA's exclusivity of bargaining unit work.

## ARTICLE II. NEGOTIATION PROCEDURES.

A. No later than February 1, 2027 the parties will enter into good faith negotiations over a successive agreement.

B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or

outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and reach a compromise in the course of negotiations.

## ARTICLE III. GRIEVANCE PROCEDURE.

Section 1. Declaration of Purpose.

**WHEREAS**, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to compose their differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts or both.

Section 2. Definitions.

A. A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, provided that the term "grievance" shall not bar the Board of Education from disputing arbitrability before a court of law or an arbitrator, as herein set forth in Section 5, Stage 4.

Understanding that 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.

B. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

C. The Chief Executive Officer is the Superintendent of Schools.

D. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

E. Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

F. Grievance Committee is the committee created and constituted by the Newburgh Teachers' Association.

G. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances herein.

Section 3. Procedures.

A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party alleged to be responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teacher.

C. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

D. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

E. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material, documents, communications and records concerning the alleged grievance.

F. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest,

any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

J. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

K. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum, with respect to rights derived from sources other than this Agreement.

Section 4. Time Limits.

A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the

procedure within the time which would have been allotted had the decision been communicated by the final day.

E. In the event a grievance is filed on or after June 1, by mutual consent, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5. Stages.

Stage 1: Supervisor.

a) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the teacher submits the grievance through a representative, the teacher must be present during the discussion of the grievance.

b) If the grievance is not resolved informally, it shall within five (5) school days be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher.

Stage 2: Chief Executive Officer.

a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration or a written approval, within fifteen (15) school days, to the Chief Executive Officer.

b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher or the teacher and Grievance Committee or its representative and all other parties in interest.

d) The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

Stage 3: Board of Education.

a) If the teacher and the Association are not satisfied with the decision at Stage 2, the teacher or the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive shall be available for the use of the Board of Education.

b) Within ten (10) school days after receipt of any appeal, a committee of three (3) or more of the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4: Arbitration.

a) If the aggrieved person is not satisfied with the disposition of his or her grievance, the N.T.A., at the NTA's sole discretion, may submit the grievance to arbitration by written notice to the District within ten (10) school days of receipt of the decision rendered at Stage 3.

b) Within ten (10) school days after such written notice of submission to arbitration, the parties seeking arbitration shall notify the American Arbitration Association (hereinafter referred to as "AAA") in writing to submit a list of arbitrators to the parties, and the District and the Association shall be bound by the rules of the AAA.

c) The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision.

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

2. Involving the Board discretion or Board policy under the provisions of this Agreement, or under applicable law, except that he may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;

3. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board, applicable law, and rules and regulations having the force and effect of law.

4. Which appoints or assigns a unit member to a particular position under Article VIII(B)(3).

5. To entertain a grievance regarding provisions 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.

d) The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

e) The costs for the services of the arbitrator, including expenses, if any, will be borne jointly by the parties submitting to arbitration. The party requesting an official transcript of the arbitration hearing shall be required to pay for the transcript.

## ARTICLE IV. DUES DEDUCTIONS

A. The Board of Education of the Newburgh Enlarged City School District agrees to deduct from the salaries of its employees dues for the Newburgh Teachers' Association, the New York State United Teachers, American Federation of Teachers, or any one or any combination of such associations but for no other teachers' organizations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Newburgh Teachers' Association. Teacher authorizations shall be in writing in the form set forth below:

"PAYROLL DEDUCTION AUTHORIZATION:

_____

(Print) Last Name First Initial Building

_____

Address

TO: BOARD OF EDUCATION of the Newburgh Enlarged City School District

I hereby request and authorize you, according to arrangements agreed upon with the Newburgh Teachers' Association, to deduct from my salary and transmit to the Association dues as certified "by the Association". I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

_____

Employee Signature

Date: _____

B. Each of the associations named in Section A above shall certify to the District in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the District thirty (30) days' notice prior to the effective date of such change.

C. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay period in October, with any adjustment to be made in the final deduction. No later than the 15th day of October the Association shall (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A above and (2) forward at the same time to the respective associations a list of the members and their addresses who have elected payroll deductions for such associations.

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Newburgh Teachers' Association.

E. An employee may withdraw his/her authorization at any time by written notice received by the District at least two (2) weeks prior to the effective period.

G. DIRECT DEPOSIT OF PAYCHECKS

The parties agree that unit members may arrange with the Business Office for the direct deposit of their paychecks, without creating an unreasonable burden upon said office.

Effective September 14, 2018, all pay shall be made via direct deposit in up to three (3) accounts as determined by the unit member.

## ARTICLE V. OTHER DEDUCTIONS.

A. The District agrees to make monthly payroll deductions for bargaining unit members to their banking institutions, the United Way, VOTE/COPE and Habitat for Humanity of Greater Newburgh. The District also agrees to make monthly payroll deductions for tax sheltered annuities. Such plans must meet the criteria established by the Internal Revenue Service, and be adaptable to the District's payroll and accounting procedures.

B. The District shall establish a payroll deduction for NYSUT Benefits for which unit members may, during window periods at the beginning and middle of the school year, input changes to this deduction.

## ARTICLE VI. ACADEMIC FREEDOM.

A. The teacher is entitled to freedom in the classroom in discussing his/her subject, but s/he may not claim as his/her right the privilege of discussing inappropriate matter which has no relation to his/her subject.

B. The teacher is entitled to full freedom, within the law, of inquiry and research and in the publication of the results, subject to the adequate performance of his/her other academic duties.

C. Whenever a student's grade shall be changed by administration, the teacher of the subject or cause shall be consulted for input. If the grade is thereafter changed, the same teacher shall be advised of such change.

D. The teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When s/he speaks, writes, or acts within the law, as a citizen, s/he shall be free from institutional censorship or discipline, but his/her unique position in the community imposes special obligations. As a man of learning and as a representative of an educational institution, s/he should remember that the public may judge his/her profession and his/her institution by his/her utterances and his actions. Hence, s/he should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and indicate that s/he is not an institutional spokesman.

## ARTICLE VII. TEACHER QUALIFICATIONS AND ASSIGNMENTS.

A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except according to the Regulations of the Commissioner of Education.

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

B. 1. Teachers shall be given tentative written notice of schedules and room assignments, grades or subject area, for the coming year no later than June 1st. Tentative assignments will be confirmed by June 30th. If extenuating circumstances require the assignment be changed after June 30th, notification and the reason for the change shall be in writing and given to affected teachers prior to September 1st.

2. Teachers will be notified in writing of changes in building assignments on June 1st, or as soon thereafter as such decision is made. Teachers will definitely be notified prior to September 1st.

3. If a condition exists beyond the control of the District, changes may thereafter be made.

4. For the purposes of paragraph "B" herein, teachers shall include those returning from leaves of absence.

C. 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.

D. Secondary and elementary teachers may be called upon when per diem substitutes are unavailable to work at the rate of $40 per period of sub coverage; provided, however, that each Teacher may be called upon to perform two (2) coverages per school year for no additional compensation. An elementary period is defined as the amount of minutes a special area class is in session for the teacher's specific building. This will not result in a loss of duty-free lunch periods.
For coverages beyond the two stated above volunteers shall be sought in the building from seniority lists in the subject areas of instruction and from the faculty seniority list in general, using seniority order from the subject area list first and then the general faculty list.

If there are no volunteers, involuntary assignments shall be made based upon the inverse order of seniority from the lists described above, respectively. This will not result in a loss of duty-free lunch periods.

Not withstanding use of the term volunteer, all teachers who perform more than 2 coverages in a school year shall be compensated at the rate of $40 per period.

## ARTICLE VIII. VACANCIES, PROMOTIONS AND TRANSFERS

A. A list of teachers and administrative vacancies will be available at the personnel office of the Board of Education by telephone or personal visit. A list of vacancies will be posted in each

school on or about the 1st day of each month during the school year. The President of the Association shall receive lists of all vacancies. Vacancies for the purpose of posting shall include substitute positions of a fixed term.

B. 1. Encumbered positions shall be filled by substitutes selected by the District unless otherwise announced as open for application by the District. Any unit member assigned to fill an encumbered position shall have return rights to the previous assignment following the end of the school year of service in the encumbered position.

2. Open positions may be filled without observing the provisions of paragraph 3 below when the opening occurs during the school year. Interest in such positions may be expressed by unit members in accordance with paragraph 3 below for the next following school year.

3. Any certified teacher may apply for a vacant position in the bargaining unit. Seniority in the District shall create a preference when filling open positions if the applicant is deemed qualified. Prior to any District decision to fill a vacancy within the bargaining unit, unit members will be interviewed for any and all unit vacancies in a timely fashion. This procedure shall be consistent with arbitral precedent.

4. In the event that a senior teacher(s) is denied appointment to a posted position which has been filled by a less senior applicant, the building principal/supervisor at the building/program at which the position exists shall conduct a meeting with the teacher(s) to describe why such teacher(s) was not selected.

C. 1. Involuntary reassignment of position shall be made in compliance with the provisions of Section 2510 of the Education Law and Part 30 of the Regents Rules.

2. When involuntary building transfers are necessary, a teacher's area of competence, major and minor field of study, quality of teaching performance and length of service in the Newburgh School shall be considered together with instructional requirements and staff availability in determining which teacher is to be transferred.

3. An involuntary transfer will only be made after a meeting with the teachers, at which the teachers' views will be aired and teachers will be notified of reasons for transfers.

4. When factors in paragraph C-2 have been examined and found substantially equal in making building transfers, the teacher with the least seniority in the tenure area will be transferred.

## ARTICLE IX. PROFESSIONAL IMPROVEMENT

A. The parties support in principle the continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. In-service courses, workshops, and conferences may be arranged at the request of the Newburgh Teachers' Association or the Board of Education.

C. All in-service courses shall be subject to the provisions of Article XXVI of this contract. Compensation for in-service courses shall be at the rate of one academic credit for each 15 hours of attendance at in-service courses.

D. In cases where the District is to bear all, or a portion of the cost of such training, the approval of the Board of Education shall be prerequisite to any payment by the District. In cases where the Association is to bear all, or a portion of the cost, the approval of the Association's Board of Directors shall be a pre-requisite to any payment.

E. The President of the Association shall be informed of all District sponsored after school in-service programs.

## ARTICLE X. TEACHER OBSERVATION AND EVALUATION & ATHLETIC TRAINER EVALUATION

A. The basic objective of the observation and evaluation shall be to improve the teaching standard of the Newburgh Enlarged City School District.

B. The instrument to be used in observation and evaluation shall be discussed with the teacher by the administrator or the principal at the beginning of the school year. Thereafter, it shall be the responsibility of the employee to know the contents of the rated instrument.

C. A personal pre-observation conference shall be held with the teacher to be evaluated within a reasonable period of time prior to the formal observation. A personal post-observation conference to discuss the report before the final form is typed shall follow each observation as soon as possible. Such conferencing shall not apply to spot visits.

D. The rated teacher shall be given a copy of every observation and evaluation report and will be required to sign the office copy to indicate that he had received same.

E. The rated teacher has a right to write a reaction to the evaluation and observation.

F. All written evaluation reports and subsequent correspondence shall become part of a teacher's personnel folder and open to scrutiny by the teacher involved.

G. The Superintendent of Schools shall notify in writing any teacher not being recommended for tenure at least thirty (30) days before the Board takes action on tenure appointments.

H. Probationary teachers shall be observed a minimum of three (3) times per school year, except for those hired after the beginning of a school year in which event there shall be a minimum of two (2) observations that school year.

Tenured teachers shall be observed a minimum of one (1) time per school year when deemed appropriate by the supervisor/ principal.

Probationary teachers shall receive an evaluation report a minimum of two (2) times per school year - the first no later than February 1st and the second by June 1st.

I. Written classroom observation reports will be limited to classroom performance which takes place during the regular school day. These reports will be based upon direct observation. Other evaluation factors are not hereby precluded.

J. The Annual Professional Performance Review is Appendix IV.

K. The Athletic Trainer shall be evaluated on a form comprised of a check list and a narrative.

## ARTICLE XI. TEACHING HOURS AND CLASS LOAD

A. 1. The working day for teachers shall not exceed seven (7) hours and fifteen (15) minutes including a half-hour duty free lunch period. Teachers will indicate their attendance by initialing or checking at the opening of the school day a sheet provided for this purpose. 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, to note attendance, and/or inform the payroll system. The information obtained may not be used for disciplinary purposes. Further, bargaining unit members shall have the option to access and use the system through any electronic device of the members choosing or a device on the District's network server, as long as the entry is made at the worksite where the unit members are to report to work.

2. Fifteen (15) meetings or after school activities will be held each year in which attendance is compulsory. Faculty meetings when held, however, will be of a maximum one hour in duration.

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).

Although attendance at other functions is not mandatory, teachers are urged and expected to attend other functions as part of their role in the educational process.

It is understood by the parties that meetings or after school activities missed as a result of contractual leave time taken by the bargaining unit member will not be required to be made up by the bargaining unit member. However, in those cases where a specific training was missed due to contractual leave time, the principal and the member who missed the training will agree to a mutual agreeable time, either directly before or after workday hours, for the member to undergo the training.

The District shall not schedule meetings after school on Wednesdays, absent unforeseeable emergencies.

3. The teacher workday may be increased by up to fifteen (15) minutes per day beyond the time set forth in paragraph "1", above, by agreement reached between the building principal and the N.T.A. head delegate, with such provision applying only to unit members in their school building.

B. On the secondary school level, the District recognizes the necessity for adequate preparation time and agrees that each teacher will be assigned five (5) planning periods each week, and where possible, will be assigned to one planning period each day. Such periods shall be free from instructional or supervisory duties. On the secondary level, the District shall aim for not more than three (3) preparations per day per teacher, wherever possible. Different tracks or laboratory assignments shall not be counted as separate preparations. So long as teachers are provided at least five (5) planning periods each week, up to one (1) period per week, other than their regular instructional assignments, they may be assigned for academic intervention service instruction in their area of certification for small groups of students as described in the Commissioner's regulations. Such assignment shall not be counted as a separate preparation. Any teacher who instructs such academic intervention service up to one period per week at any time during the teacher work day shall do so without extra compensation which shall include time to prepare for the period, but shall be relieved from one period of duty assignment for each such academic intervention service period.

Secondary teachers' individual preparation periods shall be free from meetings, except for meetings with supervisors related to the teachers' Annual Professional Performance Review pursuant to Education Law 3012-d or Commissioner's Regulation 8 NYCRR 100.2(o). For classroom teachers subject to the former review: pre and post observation meetings, as well as

Domain 4 review, when applicable and for the latter: goal setting, mid-year and end of year evaluation conferencing.

1. The District further agrees that the maximum number of periods of academic classroom instruction on the secondary level will be twenty-five (25) per week, except in unusual circumstances.

2. Science laboratories will be counted as a period of classroom instruction when the laboratory includes a full science class, without the help of a laboratory assistant. Where laboratory assistants are assigned, the laboratory will count only for one-half period.

3. Beginning with July 1, 1978, any science teacher assigned twenty-eight (28) academic classroom instructional periods per week will be relieved of hall or study hall supervisory duty.

4. Lead Teachers at the High School shall have an assignment releasing them from one teaching period and all duty assignments. Middle School Lead Teachers shall be released from all daily duty assignments. 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.

5. Rehearsal or instruction of full bands, orchestra and choral groups will be counted as a period of classroom instruction when scheduled during the regular classroom instructional periods. They will not be counted when scheduled during activity period.

6. Sixth Class Assignment: 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. Effective July 1, 2025 such volunteers shall be paid an additional $8,000 per year ($4,000 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, may not volunteer to be assigned to a sixth class unless no certified tenured faculty member volunteers, and only if such probationer has previously attained tenure status in New York.

7. NFA West Teachers' Schedule: 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].

C. Each elementary school teacher will be provided with a minimum of 250 minutes per week of preparation time during the teacher's work day which time shall be free from instructional and supervisory duties. One hundred fifty (150) minutes of said preparation time shall be furnished during the student instructional day as set forth in an appendix to this contract for each elementary school building. Said 150 minutes shall be furnished in five (5) blocks of time of a minimum of 30 minutes per block. Preparation time shall be in addition to the state mandated duty-free lunch period.

Elementary Building Principals shall not engage in professional development or other pedagogical initiatives (e.g., approaches to teaching, theory and practice of learning, data driven instruction) during teacher preparation periods more often than once each quarter during the course of the school year.

D. The District will make every reasonable effort to provide substitutes for special teachers in art, music, library and gym when they are absent from school.

E. Whenever possible, parent-teacher conferences shall be scheduled under the following conditions: the teacher shall be consulted as to time and place before the conference is scheduled.

F. To the extent practicable, senior teachers shall be assigned to a single classroom; provided, however, that the nature of the teacher's assignment and the number of rooms assigned to each department shall take precedence over seniority in determining the room assignments of teachers.

G. Regents competency examinations shall be scored by machine where practicable. When manually scored, if done by teachers, compensatory time shall be granted for those periods spent scoring exams.

H. 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-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. 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.

I. Each special education classroom teacher shall be entitled to one (1) day per school year for released time for the purpose of I.E.P. writing as a member of the Committee on Special Education I.E.P. Planning Team. Such day shall be scheduled in accordance with student I.E.P.

requirements, at a time mutually convenient to the teacher and the program supervisor. All released time activities shall be conducted at school or at an I.E.P. Team meeting. Additionally, secondary special educators shall be relieved from six duty assignments per year as scheduled by their building principal or designee for the purposes of IEP writing and updates. Elementary special education teachers shall have an additional day each school year for IEP writing (total of two days)

J. The athletic trainer shall work a day and year inclusive of afternoons, evenings, weekends and up to fifteen (15) summer days, preceding the opening of school (paid at the Schedule M rate)

K. Secondary Special Education teachers (including 6th grade teachers who are departmentalized for the purposes of this Agreement) who perform case manager functions shall be provided three collaborative periods per week to perform case management work/special education work. Secondary special education teachers who perform case manager functions but do not have at least three collaborative periods in their schedules shall be provided one (1) day of release time to perform case manager functions on or before the end of first quarter of the school year. For the 2023-2024 school year the one (1) day of release time to perform case manager functions shall be provided before the end of the school year. Release days shall not be scheduled for Mondays or Fridays. For the release days for secondary Special Education teachers who perform case manager duties, a simple summary of what the teacher worked on during the release day shall be maintained and provided to the Assistant Superintendent for Exceptional Learners upon request.

L. For teachers who have to travel to a location different from their assigned school building to attend professional development on full day Superintendent Conference Days which will be held during the hours of 8 a.m. to 3 p.m., while providing for a minimum of 60 minutes for lunch between 11:00 AM and 1:00 PM as well as sufficient travel time during their assigned workday to reach the different location(s) and return to their school building before leaving for the day. If conference activities are within the district, 20 minutes of travel time will be given. If traveling beyond the boundaries of the District, the travel time will be equal to 5 minutes per mile calculated from the Board of Education Building to conference location.

## ARTICLE XII. CLASS SIZE

A. The District will make every reasonable effort to maintain its policies seeking to limit class size to Section A, below. However, in no instance will class size exceed Section B, below:

| | | A | B |
|---|---|---|---|
| 1. | Kindergarten | 25 | 30 |

| | | | | |
|---|---|---|---|---|
| 2. | Grades 1 - 6 | Regular | 27 | 35 |
| | | Basic | 18 | 20 |

The parties agree that addressing the issue of class size at the elementary level is a priority and shall meet to seek a way to address this issue jointly during the term of this agreement.

B. Class sizes for students placed in special education classes pursuant to Article 89 of the Education Law shall conform with the class size limits prescribed in the Commissioner's Regulations 8-A NYCRR Part 200. Variances in the size of special education classes shall be in strict conformity with the Commissioner of Education's Part 200 Regulations.

C. The District will endeavor to maintain a maximum limit to regular classes in all areas except music and physical education and large group instruction sections at the secondary level, not to exceed thirty-five (35) pupils. The District and the Association agree that this goal, with respect to the maximum limit referred to in this paragraph, shall be changed to one hundred fifty (150) pupils per teacher per day, after the new building program now anticipated is completed and in operation with the exceptions as noted above.

D. Except as provided for Science teachers at Article XI(B), above, students shall not be double counted for class load purposes at the secondary level if the students are being instructed by the same teacher in the same preparation during consecutive periods.

## ARTICLE XIII. STUDENT BEHAVIOR.

A. The District and the Association recognize that student behavior and discipline are essential elements of the education process and the school environment and that all professional personnel have a continuing responsibility for the enforcement of proper conduct and behavior of students in their respective charge or school buildings.

B. A teacher may request the removal of an undisciplined child from the regular classroom. When such a request is made, the principal shall investigate the situation and recommend such action as shall be taken.

C. Teachers have the right and are encouraged to enlist the cooperation of parents in the handling of discipline problems. Whenever possible, after consultation with the principal, teachers may request a parent conference.

D. Representatives of the Board and the N.T.A. shall meet with the District's duly constituted student disciplinary code committee on or before April 15, 1995, to discuss modifications to the Student Code of Conduct, including when to report student crimes on campus to the police.

## ARTICLE XIV. NON-PROFESSIONAL SERVICES.

A. To insure an uninterrupted instructional environment, cleaning will be scheduled to accommodate the instructional schedule.

## ARTICLE XV. TEACHER MENTORING PROGRAM

1. The District will require all new probationary teachers to participate in an internship program during their first year of teaching. The internship model shall be developed by the Professional Development Team established pursuant to the Commissioner Regulations 100.2(dd), subject to the approval of the Superintendent of Schools and the Board of Education.

2. There will be an annual district posting describing the number of mentor positions anticipated at each building in order to solicit the mentor candidates. Candidates at the building level will be interviewed and selected by the principal and the N.T.A. head delegate, subject to the approval of the Superintendent of Schools and the Board of Education. A panel of teachers in each building adequate in number to meet the mentoring needs, as determined by the principal and the human resources office, will be trained to be mentors. Tenure status shall be a requirement for being a mentor.

3. Training of the mentors shall be completed by August 31st of each year. The training will be conducted under the auspices of the Newburgh Teacher Center. The District will provide the necessary funding for the training program. If N.T.A. unit members conduct the training, they shall be paid at the rate set forth at Appendix III, Schedule P of the N.T.A. Agreement for all hours of work. Training of new mentors will take place every year, starting with the 2023-2024 school year and shall be completed by April 1st of each year.

4. The District and the N.T.A. will investigate and apply for resources to help support this program, including both state and private sources. Sources may include but are not limited to the NYS Mentor/Teacher Internship Program and the Workforce Development Grant Program.

5. The District and the N.T.A. recognize the importance of granting structured time to mentors and their interns during each marking period to promote the efficacy of the mentoring program. However, the parties also recognize the needs of students and that such structured activities should not be scheduled during student instructional time. Such time may be scheduled on staff development/Superintendent's conference days or when otherwise arranged with the Building Principal, in the event that other program related activities preclude the use of staff development/Superintendent's conference day time. However, the District will provide each mentor and intern one (1) work day or two half-days each marking period to work exclusively on activities related to the internship

program. In the event that a substitute is unavailable to cover the classes of the mentor and mentee for a previously scheduled meeting, the building principal may cancel the meeting. There shall be no more than one such cancellation during a school year.

6. For participating as mentors, tenured faculty members who are selected pursuant to paragraph "2" above, shall be entitled to a stipend of $2,300.00 effective July 1, 2025 for mentoring service as set forth by Appendix III, Schedule P of this Agreement. The mentor and the intern shall maintain a log of the actual time when they meet for presentation to the personnel office of the School District. It is expected that there will be a minimum of 50 hours of contact activity between mentor and intern during the course of the school year. The mentor and the intern will collaborate on periodic progress reports. The progress reports shall also be available for review by the Superintendent or his/her designee.

7. Mentors shall be entitled to three in-service credits for participating in the training program for mentors whether or not they are engaged in mentoring pursuant to paragraph "6" above. Any mentor at or above the BA plus 120 column of the salary schedule shall receive a one-time payment of $2,000 for participating in the training program in the year they participate in such program.

8. Interns shall be entitled to three in-service credits upon completion of their internship. Interns shall also receive an annual stipend of $1,000.00, beginning with the fourth year of teaching in the District for their successful participation in the internship program.

## ARTICLE XVI. LEAVE OF ABSENCE.

A. Temporary Leave.

1. Sick Leave.

a) Teachers who are absent on account of personal illness or injuries, or because of illness in the immediate family shall be entitled to sick leave with full pay for fifteen (15) days in any school year accumulative to not more than three hundred (300) days at a rate not to exceed fifteen (15) days per year of service in the School District.

b) A teacher shall be notified of the number of sick leave days accumulated to his/her credit. Notification shall be given annually with the first paycheck in October.

c) To prevent abuse of sick leave privileges, the District reserves the right to require a teacher to furnish a doctor's certificate covering an absence of three (3) or more consecutive work days for which full pay is received. The District shall further have the right to require a teacher to furnish a doctor's certificate whenever

a pattern of sick leave use occurs that is inconsistent with random illness or disability.

Beginning with the ninth ($9^{th}$) day of sick leave utilized by a teacher for which a doctor's certificate was not furnished during a school year or the sixth ($6^{th}$) day in a semester for which a doctor's certificate was not furnished, the District reserves the right to require for each additional absence a doctor's certificate.

d) In exceptional cases, the Board of Education may extend the period of absence with pay.

e) District administrators may exercise reasonable discretion by requiring unit members to furnish a doctor's note for sick leave use on Fridays.

f) 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 days.

Notwithstanding the above, whenever a teacher uses sick leave for part of a day or a whole day on:

a. Staff Development Days;
b. Days before a holiday or vacation period;
c. Days following a holiday or vacation period;

The charge against sick leave entitlement shall be based upon a deduction of one day per sick leave use.

2. Absence Due to Compensable Injury.

When a teacher's absence is due to injury arising out of and in the course of employment, and the injury is compensable under the Workers' Compensation Law, the first sixty (60) days of such absence will not be charged against accumulated sick leave.

3. Personal and Emergency Leave.

a) Three (3) days per year, non-accumulative, will be granted for personal leave. These days may be used for personal business which cannot be conducted on other than a school day. Except in the case of emergencies, notice of intent to take personal leave shall be given in writing to the principal or immediate supervisor concerned, at least two (2) days in advance. It is understood by the Association that there are unacceptable uses for personal leave, such as recreational

pursuits, economic gains, other employment, seeking new employment, marriage, etc. If it is subsequently determined that a teacher has abused the personal leave privileges such absence shall result in appropriate salary deduction.

No leave of absence shall be granted to any teacher on the day preceding or following a vacation period or holiday or during the months of December and June. Teachers shall be allowed on an annual basis to roll-over unused personal leave days into accumulated sick leave, for the lifetime of past and future retirees.

b) Three (3) days leave will be granted, not accumulative, for each of two deaths in the immediate family. If a funeral takes place at a distance of five hundred (500) miles or more, the leave shall be extended for an additional day. For the purposes of this subparagraph, immediate family shall be defined to include mother, father, step-mother, step-father, mother or father-in-law, child, whether natural, adopted or stepchild, brother or sister, brother or sister-in-law, grandparents, grandchildren, or other relatives for whom the teacher is solely financially responsible or who has made a permanent home in the family of the teacher at least thirty (30) days prior to the absence incurred.

c) Childbirth/Adoptive Leave.

Two (2) days leave with pay will be granted to the mother and/or father upon the birth of a child or upon adoption.

d) Child Care Leave.

A child care leave shall be given in accordance with the following provisions:

1. Disability from pregnancy will be treated in the usual manner of sick leave.

2. All teachers are eligible for child care leave for one year. The Board may extend the leave for an additional year upon request by the teacher.

3. a) Adoption and child birth are both valid reasons for child care leave.

   b) Adoption applies to pre-school aged children. Adoption shall be construed as being in accordance with existing law.

4. Teachers on leave shall have the option of utilizing any or all benefits covered under Article XXII (Insurance). The teachers on leave will pay the applicable group rates.

5. The return from a child care leave shall be governed by the provisions of Article XVI(B)(1)(f). The return date from such leave shall correspond to the beginning of the semester of the school year. Where ninety (90) days of notice is not practicable in terms of the length of the leave, the minimum notice of return shall be sixty (60) days prior notice.

e) Personal leave shall be deducted by one day per use of personal leave for a whole day or part of a day.

f) Teachers, upon the birth or adoption of their child, shall be permitted to borrow up to fifteen (15) days of sick leave from their future accruals to apply towards parental leave. Such days shall be recovered by the District through a posting of five (5) fewer days in the next three (3) following allotments of sick leave. Should the teacher voluntarily separate from employment before the days are recovered by the District, the cost to the District of the same shall be paid back by the unit member within thirty (30) days or they will be liable to the District for any court costs and reasonable attorneys' fees expended to recover the monies owed by the unit member.

4. Professional Conferences.

a) Teachers who are designated by the Association to attend the annual meeting of the House of Delegates of the New York State United Teachers and the annual meeting of the New York State Retirement System shall be granted such leave with pay as is necessary to discharge their obligations as delegates to such conferences. In addition thereto, the NTA may designate three (3) teachers to attend another such conference. Such leave shall not be charged against sick leave. The number of such delegates shall not exceed the number selected pursuant to the practice in effect on the date of this Agreement.

b) Teachers may also be excused for educational visitations, conferences or meetings without loss of salary, provided that the principal and the Superintendent approve such absence in advance. Absences for over one (1) day must also be approved in advance by the Board of Education.

c) Requests for reimbursement of expenses where authorized shall be filed with the Superintendent of Schools on forms prescribed and accompanied by supporting receipts and other pertinent documents. Mileage reimbursements for use of personal automobiles will be made at the I.R.S. rate.

B. Extended Leaves.

1. General Provisions.

a) Sick leave accumulated prior to a leave of absence, other than a sick leave, shall be credited upon return.

b) A teacher returning from leave of absence shall be given his/her same or comparable position when s/he returns.

c) Probationary teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

d) Tenured teachers returning from leaves of absence shall retain their tenure status upon returning from leave.

e) Except for teachers on sabbatical leaves, where an unpaid leave of absence exceeds 50% of a school year, the teacher shall not receive longevity or salary step advancement credit for such school year.

f) Teachers returning from extended leaves of absence shall advise the District, by mail, of an intention to return at the end of the leave of absence, and such notice shall be given ninety (90) days prior to the date of return to the District.

2. Sabbatical Leave.

In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the District shall adhere to the following policies in respect to granting sabbatical leaves at three-quarters pay to teachers who have served in the Newburgh Enlarged City School District for seven (7) or more years.

a) No more than one percent of the staff will be granted a sabbatical leave at any one time.

b) Any teacher who desires to apply for sabbatical leave shall make such application to the Superintendent by February 1st, immediately prior to the beginning of the school year during which the leave is sought.

c) The application shall state the purpose of the sabbatical leave and the way in which it will benefit the school system. Applications for sabbatical leave shall be submitted to a joint committee consisting of three (3) appointees of the

Superintendent and three (3) nominees of the Association which will make recommendations to the Superintendent in connection with sabbatical leaves.

d) In passing on applications for sabbatical leave, the Superintendent and the Board will apply the following criteria: Years of service in the system, type of research, study or travel or other activities planned, educational value of such research or study to schools in the District, relationship of such research or study to professional growth of applicant, and urgency of proposed research or study.

e) Any teacher who is granted sabbatical leave shall agree to and return to the Newburgh Enlarged City School District for a period of two (2) school years immediately following the sabbatical leave or become subject to a pro-rata refund of sabbatical pay.

3. Professional Leave.

The Board may grant a leave of absence for one (1) year without pay for study or purposes of temporary employment in public service or in activities of social significance which will result in professional growth.

4. Peace Corps, VISTA, Teacher Corps.

A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, Teacher Corps, or who serves as an exchange teacher on a full-time basis.

5. Military Leave.

Military leave will be granted to any teacher who is inducted into or enlists in any branch of the armed forces of the United States.

6. Political Office.

Leave of absence, without salary, may be granted to teachers who hold tenure and are elected to public offices.

a) Requests for such leave shall be submitted, in writing, to the Superintendent of Schools, and shall be submitted at least thirty (30) days prior to the date of beginning of the leave.

b) Leave may be granted for the period of one (1) term of public office provided that same shall be for a minimum of one (1) year and a maximum of four (4) years.

c) Teachers granted leave under this provision may return to their teaching positions at the beginning of the school year following the completion of one (1) term of office.

d) Leave will be granted only for full time service in public office and where so indicated in the application.

e) Salary credit for years of service will not accrue during leave.

f) Any teacher elected to local political office may be granted additional personal leave days not to exceed five (5) days, at the discretion of the Board of Education. These days are to be used in connection with the political office held.

7. Jury Duty.

A temporary leave of absence with full pay shall be granted for jury duty. Teachers shall receive their regular salary while on jury duty, and shall return to the District any jury fees received, exclusive of expenses.

8. Court appearances arising out of employment shall not be charged to sick or personal leave days.

9. Payment for Unused Sick Leave.

Any member in the bargaining unit having twenty years or more of credited service in the District upon retiring from the District to receive benefits from the New York State Teachers Retirement System shall receive payment in the form of a non-elective employer direct contribution into his or her Section 403(b) Internal Revenue Code tax sheltered annuity, subject to the limitation of Section 415 of the Internal Revenue Code, at the rate of $41.00 per day for up to 300 days effective July 1, 2025, so long as during their last two (2) years of employment, s/he uses no more than an average of eight (8) sick days per year, except that sick days for which a doctor's note was furnished by a mutually agreed upon physician licensed to practice medicine in New York State or that were granted for qualified illnesses/disabilities pursuant to the Family and Medical Leave Act of 1993 shall not be counted. To qualify for this benefit, at the time of retirement from the District, the unit member must have at least 125 accumulated sick leave days. Further, in the event the payment would exceed the cap limit of Section 415 of the Internal Revenue Code by reason of payment of this benefit, any overage amount shall be paid in the form of additional compensation. For the purposes of this agreement a calendar year measure shall be used for determining the Section 415 Internal Revenue Code cap.

In the event that the District and the NTA are unable to agree upon the physician as described above within 30 days of the ratification of this agreement, each party shall submit the credentials of their selected provider and this mediator shall make a final and binding decision in the capacity of an interest arbitrator regarding which physician shall be selected to serve for the duration of this agreement.

10. Sick Leave Bank.

Any teacher may contribute one or more days of sick leave to the bank, including all uncompensated days upon retirement and any day contributed by a teacher shall be deducted from his/her accumulation of sick leave. Any teacher who shows a willingness to contribute a day to the bank will become a member of the bank. A maximum of 500 days may be granted by the Sick Leave Bank Committee each year. If the bank is diminished below the 500 day level, and there still exists teachers with a willingness to contribute, and have not had to contribute due to the 500 day maximum being reached, then days will be replenished back to the 500 day level from that list of teachers. Each year the unused days will be carried over to the next year, but not to exceed 500 days. Any teacher who remains on the reserve list at the end of the year will not be required to donate additional days until all eligible members have donated at least one day.

The composition of the Sick Leave Bank Committee shall consist of three (3) teachers selected by the Association, and three (3) central administrators selected by the District, who shall develop procedures for application to, and granting of leave from the bank. In the event that the Sick Leave Bank Committee cannot come to a consensus of agreement, either party may demand arbitration using AAA expedited arbitration procedures in order to resolve the issue.

11. Notice Regarding Unpaid Leave.

Beginning in the 2014-2015 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."

## ARTICLE XVII. SCHOOL CALENDAR.

A. The District agrees to consult with and consider the Association's suggestions and requests in the formulation of the School Calendar. The length of the teacher work year shall be 188 days, inclusive of four (4) emergency days, with unused emergency days to be added to the Memorial Day holiday.

## ARTICLE XVIII. DISTRICT REGULATIONS.

A. The District agrees to publish prior to the opening day of school the General Regulations of the School District. A copy shall be given to each teacher at the opening of the school year.

## ARTICLE XIX. SUMMER SCHOOL.

A. Insofar as possible, all positions shall be posted in each school. A copy of such posted notice shall be sent to the President of the Association at least one month prior to summer school appointments. In addition, Summer School positions shall be posted on the District website and the NTA President shall receive notice of such postings by email. Preference in hiring will be given to Newburgh Enlarged City School District personnel.

B. Summer School compensation is referenced in Appendix III (Schedule M).

C. The titles of Summer School Facilitator and Special Education Summer School Site Facilitator will be included under Appendix III.

D. The Elementary Summer School Facilitator, Special Education Summer School Site Facilitator and Summer School Assistant Principal pay rates include compensation for two days set up and two days break down prior to and after the official summer school calendar.

E. Appendix III, Schedule N is the Summer School Orientation professional rate of pay.

F. Summer School Seniority equals one year for every summer school session worked in a Summer School Program. Summer School seniority is not lost when there is a break of service of two years or less.

G. Attendance during a prior Summer School Program may be a consideration in the hiring of employees for future summer school programs.

H. Each teacher selected to teach in summer school shall be entitled to four (4) hours of paid worktime for orientation, planning, materials and room preparation before the commencement of instruction. Such hours will be scheduled by administration on one or two days preceding the commencement of classes.

## ARTICLE XX. TEACHER PROTECTION.

A. To assure the teacher of the trust placed in him/her by his/her employer, the District agrees to provide legal counsel at its expense to render any and all necessary assistance in the defense of

any teacher complained against or involved in a lawsuit as the result of any action taken by the teacher within the scope of his/her employment provided the teacher complies with the ten-day notice requirement of Sections 3023 and 3028 of the Education Law.

B. Teachers will immediately report in writing all cases of assault and/or battery suffered by them in connection with their employment to their principal or immediate supervisor. The above report will be promptly forwarded to the District Office.

C. The School District shall reimburse teachers for the reasonable cost (up to $125.00) of any clothing, or other personal property damaged or destroyed as a result of an assault suffered by the teacher while the teacher was acting in the discharge of his/her duties, within the scope of his/her employment when the teacher has not been personally negligent with reference to the incident.

D. In the event any school building is evacuated in whole or in part by reason of any report or threat of damage thereof, only qualified police, or fire department personnel will investigate the situation.

E. If a teacher wishes to use his/her personal property for teaching purposes and wants it to be protected by the District, the following steps must be followed:

1. The property must be registered in the Main Office of the building in which the teacher is employed.

2. The teacher must properly secure the property in his/her room during the day.

3. The property must be left in the Main Office overnight.

F. The rules and regulations adopted by the Board on March 30, 1976, for flow of traffic will in no way diminish the use of said parking facilities where available.

G. Whenever a bargaining unit member is called to meet with administration and such meeting may give rise to disciplinary considerations, at the unit member's option, an NTA official or building representative shall be allowed to attend such meeting.

H. 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.

## ARTICLE XXI. LABOR MANAGEMENT COMMITTEE.

There is hereby created a joint Labor Management Committee.

PURPOSE: The purpose of the Committee shall be to discuss and make recommendations on matters of concern to the Association, Administration or both, affecting labor management relations within the District.

COMPOSITION: The Association shall appoint three (3) permanent members to the Committee, the District shall appoint three (3) permanent members to the Committee, and either the District or the Association shall have the right to bring in other persons as needed for particular areas of information of expertise.

CHAIRMANSHIP: The Chairmanship of the Committee shall alternate between the six (6) permanent members of the Committee. One meeting shall be chaired by a District Representative and the following meeting shall be chaired by an Association representative.

MEETINGS: Meetings shall take place as often as desired by a majority of the six (6) permanent members of the Committee, but in no case shall they be held less often than once every other month, unless otherwise mutually agreed upon.

AGENDA: Both the District and the Association shall submit to the chairman of the next meeting items to be considered at the next meeting one week in advance thereof, and the chairman shall then distribute the combined agenda to Committee members three (3) days in advance of such meeting.

RECOMMENDATIONS: Recommendations shall be made to the Superintendent by majority vote of the six (6) permanent members of the Committee.

## ARTICLE XXII. INSURANCE.

A. 1. Effective July 1, 2025, the District shall pay 90.75% towards the cost of individual and family coverage in the New York State Employees Health Insurance Program. Effective July 1, 2026, the District shall pay 90.25% towards the cost of individual and family coverage in the New York State Employees Health Insurance Program.

The District shall continue to fund retiree health insurance premiums at the rate of 100% for individual coverage and 100% for family coverage in the District's New York State Employees Health Insurance Plan.

2. The parties agree to form a committee in September of 1989 to study an alternative health insurance plan in consultation with a mutually selected professional health insurance advisor. Following such review, but no earlier than January 1, 1990, the District may implement a substantially equivalent or superior health insurance program based upon the plan reviewed by the committee and the agreement of the Association's Board of Directors and Delegate Assembly; such agreement shall not unreasonably be withheld.

3. In the event that there is a change in health insurance plans, unit members who will retire and teachers who have retired from the District shall be entitled to fully District funded, non-contributory health insurance benefits, and retired teachers shall be entitled to Medicare reimbursements upon the same basis as paid for by the District while the District participated in the Empire Plan. The benefits of such alternative plan shall be subject to revision only through negotiations by the parties.

Service Requirement for Retiree Health Insurance - Effective July 1, 2002, seven (7) years of service in the District shall be a prerequisite for entitlement to District-sponsored health insurance and retirement for those who retire on or after July 1, 2002 to receive benefits in the New York State Employee Health Insurance Program or any alternative health insurance plan selected pursuant to the parties' agreement.

Effective July 1, 2003, the service requirement will be eight (8) years.

Effective July 1, 2004, the service requirement will be nine (9) years.

Effective July 1, 2005, the service requirement will be ten (10) years.

Except for unit members who retired under the 2013 Retirement Incentive Program, effective July 1, 2013, the service requirement will be fifteen (15) years. Those unit members employed on September 1, 2013 are credited with an additional three (3) years of service toward the 15 year minimum vesting period.

4. Notwithstanding any other provision in this Agreement, the parties acknowledge that each bargaining unit member shall be entitled to one (1) health insurance coverage: either an individual coverage or a family coverage; provided, however, that the District shall provide only one (1) coverage per family and shall provide only one (1) coverage covering each bargaining unit member.

B. 1. The District agrees to contribute an amount of money equal to the number of teachers times the annual dollar amount set forth in paragraph 2, below, for the purpose of providing a Dental Insurance Trust Fund under the trusteeship of the Newburgh Teachers Association. Payment shall be made by the District to the NTA in semi-annual installments due February 1st and August 1st each year. Said monies shall be used for the purposes of providing a dental plan for members in the bargaining unit. The District shall be entitled to audit the books and records of the NTA Trust Fund periodically and shall be held harmless against any claim brought against it by the NTA regarding said Trust Fund, except with respect to a failure to make the contributions as required above.

2. The District's contribution rate, pursuant to the same formula as set forth above, shall be $1,345.00 effective July 1, 2025. The District's contribution rate, pursuant to the same formula as set forth above, shall be $1,395.00 effective July 1, 2026.

3. The District agrees to allow each teacher, from his/her salary, the right to request payroll deductions for additional dental coverage over and above the amount contributed by the District.

C. Health Insurance Buy-Out

1. On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District's health insurance plan effective July 1st. The opt-out payment shall be: $1,500.00 annually, effective July 1, 2006.

2. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application. Further this buyout will remain 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. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of $1,500.00, effective July 1, 2006, for each month remaining in the school year in question.

4. Whenever spouses both of whom served as active employees in the Newburgh City School District, retire from the District and are entitled to health insurance coverage, that the coverage shall be a family coverage in the name of one of the spouses and the other spouse would be entitled to a mandatory health insurance buy-out payment in the amount set forth in this Agreement. In the event that the spouse in whose name the coverage is provided dies, the surviving spouse shall be entitled to coverage under the District's health insurance plan, so long as that spouse has met the vesting requirements for retiree health insurance as set forth in Article XXII(A)(3) of the N.T.A. Agreement. In the event that he or she does not meet the vesting requirement, then he or she shall be entitled to dependent survivor coverage by paying 100% of the premium costs to the District.

D. Employee's Assistance Plan

The District shall participate in an Employee's Assistance Program with the District paying the full costs thereof and with the selection of the plan to be determined based upon the recommendations of the labor management committee.

E. Section 125 Flexible Benefit Plan

Effective July 1, 2003, the District shall implement a Section 125 Internal Revenue Code flexible benefit plan at no cost to unit members, as selected by the District in consultation with the Association. Health premium contributions shall automatically be deducted through the Section 125 IRS Cafeteria Plan and unit members may file a vendor provided form in the Human Resources Office to "opt-out" from the automatic deduction.

## ARTICLE XXIII. FACILITIES.

A. To insure for an organized base for preparation and record keeping, each teacher who meets his/her classes in different rooms shall, wherever possible, be provided with an adequate work area, which will include a desk and filing cabinet.

B. A standing committee composed of administration and faculty in each school shall be created for the express purpose of discussing existing policies and problems relating to the requisitioning of textbooks and supplies.

C. The District agrees to seek the advice and to consider suggestions put forth by the Teachers' Association in regard to construction and modification of buildings.

D. Insofar as possible, the District agrees to purchase adequate supplies and make them available throughout the year. Teachers agree to cooperate by taking proper care of equipment and conservation of supplies furnished.

E. Where practicable, the District shall provide parking facilities for the use of teachers in each school.

F. Whenever possible, the District will provide a teachers' lounge in each school building.

G. Student Testing Locations – The administrator in each building shall be responsible for identifying and providing appropriate rooms for student testing.

## ARTICLE XXIV. SUBSTITUTE TEACHERS.

A. Teachers shall be informed of a telephone number they may call to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. A full time substitute teacher where required, (one hired for a full semester or more) shall be placed on the appropriate place of the regular salary schedule and be entitled to all of the benefits of a regular teacher.

C. 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.

## ARTICLE XXV. TEACHER AND ASSOCIATION RIGHTS.

A. The Association shall be given a place on the Agenda of the Orientation Program for new teachers.

B. The Association will be provided with a copy of the official minutes of all Board meetings, when available. Two copies of the official agenda of all Board meetings, and any attached documents, except confidential reports, will be sent to the Association at the same time they are sent to Board members.

C. The District shall make available to the Association upon request, any and all information, statistics and records deemed relevant to negotiations, or necessary for the proper administration or enforcement of this Contract.

D. The District agrees that no reprisals of any kind shall be taken against any teacher, by reason of his membership in the Association or participation in its activities.

E. Association Use of Buildings, Bulletin Boards and Facilities.

1. Subject to the notification and approval of the Building Principal, the Association and its representatives shall have the right to use school buildings for meetings, provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore.

2. Duly authorized representatives of the Association, the New York State United Teachers, and their respective affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

3. The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. All equipment must be used within the school building. The Association agrees to replace those supplies used.

4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the school mail service and teacher mail boxes for communications to teachers. Announcements of meetings may be listed in the school activity bulletin. The Association agrees to pay for any postal mailings done by the Association.

F. The principal of each school shall meet at least once a month with the Association Building Delegates at their request, and at the mutual convenience of the parties, to discuss school operations and questions relating to the implementation of this contract. These meetings shall be conducted outside the regular school day, or at the direction of each principal concerned. Proposed changes in existing policies and procedures, and new policies and procedures for each school shall be appropriate subject for discussion at such meetings, it being understood that such policies adopted or maintained by any principal shall not be inconsistent with the terms of the contract.

G. Personnel Folder

1. All material in the personnel folder, excepting letters of recommendation, which will be removed in the presence of the teacher, shall be open to the scrutiny of the teacher.

2. The teacher shall have the privilege and right to submit a written reply to any material in his/her personnel folder. His/her answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder. In the event that the teacher questions the factual accuracy of any material in the folder, the teacher may submit proof supporting his or her position. The material will not be placed in the file if it is proven to be factually inaccurate.

3. No material in the teacher's personnel folder will be shown to anyone outside the District Administrators or to the Board, without the express written consent of the individual teacher involved.

H. Teachers required in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance of the I.R.S. rate. The same allowance shall be given for use of personal cars for field trips or other business of the District.

I. Teachers shall be paid every second Friday, or any other day mutually agreeable between the parties starting with the contract year 1976-77. Teachers may have the option of 21 or 26 pay periods. If a pay period falls in a vacation or holiday period, payment shall be made on the last working day prior to vacation or holiday, except that the last payment of the school year shall be made on the last day of school.

J. The District and the Association will cooperate to make the Employee Blood Credit Program of the New York State Department of Civil Service available to all teachers and the District will assume the cost of administration.

K. The Association shall be given a place on the agenda of any regularly scheduled Board meeting upon filing a request in writing six (6) days in advance of said meeting. The written notice of the Association shall contain the description of the subject matter upon which the Association wishes to be heard.

L. The President of the Newburgh Teachers' Association will be relieved of all building level instructional and non-instructional duties and shall be granted a leave of absence from his or her tenure area position to serve as a Teacher on Special Assignment in the area of School Improvement. The President shall expend a substantial portion of his or her daily work time on both Association business and the duties of the special assignment. It is the expectation of the parties that the President shall promote the educational programs of the District and its educational mission and shall be expected to report to work on a daily basis on all school days.

This provision shall not apply in the event that the Association President is a retired bargaining unit member.

M. In addition to "L" above, each year, up to ten (10) person-days may be utilized without loss of pay for N.T.A. related business. Such days shall be granted only to N.T.A. officers or officials as designated by the N.T.A. president.

N. The parties shall create a joint subcommittee charged with studying the extent of the music program prior to 2011 and make recommendations to the District's program director, Superintendent and Board of Education regarding a more extensive program commencing with the 2024-2025 school year. The committee shall be comprised of two administrative designees appointed by the Superintendent of Schools and two appointees chosen by the NTA President. The committee shall meet at least four times per school year with the first three meetings occurring prior to February 1. The committee's recommendations shall be issued by March 1, 2024.

## ARTICLE XXVI. SALARIES AND PROFESSIONAL COMPENSATION.

The salary schedules for 2025-26and 2026-27 are appended hereto as Appendix I pages 1-6.

Effective July 1, 2025, the salary schedules in effect during the 2024-2025 school year shall be increased by 3%. Effective July 1, 2026, the salary schedules in effect during the 2025-2026 school year shall be increased by 2.8%.

Notwithstanding the above, the compensation for the Athletic Trainer shall be based upon his or her placement on the BA Scale of the Teachers' Salary Schedule, up to Step 15.

1. Each member of the bargaining unit shall advance one numerical step each year of this agreement, where applicable.

2. Placement on Longevity Steps 23 and above shall be based upon years of actual service in the Newburgh Enlarged City School District, other years of service, but not related service. Such placement shall occur effective with the beginning of the school year, following the anniversary date of such credited years.

3. Payment of $500.00 will be added as stated hereinafter when a teacher received a Master's degree from an accredited institution, except with respect to all unit members on Schedule K of Article XXVI. This provision shall apply each year of this Agreement.

4. Payment of $1,000.00 will be added as stated hereunder when a teacher receives a Doctorate degree related to his/her teaching assignment from an accredited institution. This provision shall apply each year of this Agreement.

5. Any teacher who is not certified to teach a specific foreign language class (either Spanish, French, Italian or American Sign Language) who notifies the District of their willingness to be assigned to such foreign language class shall be advanced an extra step on the salary schedule by the District upon securing the appropriate certification for such class (Spanish, French, Italian or American Sign Language) and acceptance of such assignment. For example, this would apply where a teacher with a Spanish language certification secures their certification to teach Italian and such teacher informs the District of their willingness to now teach Italian, such teacher, if assigned to teach Italian, will be advanced an extra step on the salary schedule upon accepting such assignment. This provision would also apply to teachers who do not normally teach a world language but decide to obtain a certification to teach Spanish, French or Italian. Once such assignment is accepted, the teacher may subsequently be assigned to a class in that language in future semesters and school years, without further additional step advancements.

A. These schedules shall apply to all regularly employed teachers, nurse-teachers, librarians, guidance counselors, and other professional personnel for whom New York State Certification is required, and for whom no other regular schedule has been adopted and placed in effect by the Board of Education of the Newburgh Enlarged City School District.

B. 1. These schedules shall constitute the base salary due an employee for the period of his or her regular employment for the ten-month period beginning September 1, of any school year, and ending June 30 next of the same school year. The base salary as indicated by the employees' initial placement on these schedules, pursuant to subparagraph F following, shall be increased for additional special service assignments by such special

service stipend as applicable according to special service schedules as set forth in subparagraph "J" of this Article.

2. In the event that a teacher or certified employee, covered by these schedules, shall be employed upon proper authorization by the Superintendent for services between June 30 and September 1 following any regular school year, as defined in condition "B" above, such employment shall be compensated at the rate of 1/10 of the employee's base salary for the year completed for each month of such service. For this purpose, not less than twenty (20) working days shall constitute one month's service. Employment for less than twenty (20) days shall be compensated at the rate of 1/200th of the employee's annual base salary for the year completed for each full day of service rendered in excess of the ten-month service contract.

3. The above provision B-2, shall not apply to employment as a teacher or staff member of the Adult Education Program, Evening High School, Summer School Program, or coaching assignments for which regular schedules of compensation are contained herein.

C. The initial placement of a teacher as to step and salary schedule shall be made by the Superintendent of Schools after an evaluation of the teacher's training, previous experience in teaching or related activity, and military service.

D. Schedule 1-B is applicable to teachers, nurse-teachers, dental hygienists and other certified personnel who have completed training beyond high school graduation but have not completed the requirements for a Bachelor's degree.

E. All schedules shall be fully automatic except as hereinbefore or hereinafter specified:

1. The District reserves the right, wherever salary schedules exceed the State minimum salary schedules, on the recommendation of the Superintendent of Schools, and after due notice in writing to the teacher concerned, to withhold not more than one increment from any teacher who, in its judgment, has not rendered satisfactory service in the school year immediately preceding the automatic step adjustment.

2. Placement on Schedules 1-B to 4-A shall be automatic except for Article XXVI.2(E-1) above. Placement upon Schedules 4-B to 5, shall be contingent upon the following conditions:

a) All "credits" applicable toward placement upon these schedules, shall be subject to the approval of the Superintendent of Schools, and must consist of graduate college or university credit applicable to the teacher's field of teaching or assignment in this school system.

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.

b) No "in-service" courses shall be credited toward placement on Schedules 4-B to 5, inclusive, unless such credit is previously approved by the Superintendent of Schools.

F. Advancement from schedule will be made in accordance with the following provisions:

1. Persons on Schedule 1-B will be advanced to Schedule 2-A at the rate of $100.00 annually for each six (6) semester hours credit presented above the requirement for placement on Schedule 1-B for credit earned on or before July 1, 2022. Persons on Schedule 1-B will be advanced to Schedule 2-A at the rate of $150.00 annually for each six (6) semester hours credit earned after July 1, 2022 above the requirement for placement on Schedule 1-B.

2. Advancement from Schedule 2-A to each subsequent schedule through 4-A is automatic on presentation of the required evidence of successful completion of six (6) semester hours of credit as specified subsequently (See ¶8 below). Advancement to Schedules 4-B through 5 is subject to the conditions set forth in Article XXVI.2 (E-2) above.

3. To qualify and secure an advancement from one schedule to another, a teacher must notify the office of the Superintendent of Schools not later than the fifteenth day of September or by the 1st day of February in each school year. Proper credentials and transcripts, in support of such claim, must be presented within thirty (30) days of filing of such notice.

4. A teacher's rate of remuneration following the filing of such claim will be adjusted not later than the second payday in September and February only. In the event that proper credentials and transcripts are not filed within the time specified above, the teacher's rate of pay will be reduced in the subsequent pay periods remaining in the school year to the annual rate established prior to the filing of the claim for advancement.

5. 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 the 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 on 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 N.J., Hofstra College in Hempstead, N.Y., Seton Hall College in South Orange, N.J., Army College in West Point, NY, 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, U 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 teacher 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 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, a course will be deemed approved for the applicant.

6. For purposes of salary credit, a semester hour shall consist of not less than fifteen (15) clock hour sessions at an approved college or university or in-service courses approved by the Superintendent of Schools. A teacher offering "quarter-hour" credits or other than

"semester hours" credits from a college or university must present evidence which can be translated into semester hours.

7. Advancement from one schedule to another shall be limited to completed units of six (6) semester hours in multiples of six (6) semester hours and payable by adjustments only at the dates specified in F-4 above.

8. 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 (at the per credit rate indicated by the difference between the B.A. plus 84 and B.A. plus 90 columns for their respective step). 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 Arbitration Award and whose total number of credits exceed 120 shall receive compensation for those credits as if grandfathered pursuant to the provisions 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.

Notwithstanding the above, effective commencing with the 2015-2016 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 under-expenditure of the sum of money set forth above for the 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 2015-2016 school year only $350,000 is paid for newly acquired credits, then, for 2026-2017 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.

G. Credit for advancement from one schedule to another will be granted to teachers and certifiable personnel for such credits only as will enable them to meet certification requirements in cases where the teacher or person concerned does not hold a proper teaching or other required New York State Certificate.

H. Excellence in Teaching State Aid.

The District shall apply for Excellence in Teaching funds for the 1994-95 school year, and for the 1995-96 school year so long as the E.I.T. legislation for that year does not require an increased funding obligation for the District, and shall distribute the same pursuant to the per capita formula used during 1988-89.

I. Adult Education/Evening High School/Weekend Tutorial [less than five hours]/Literacy Programs [Grades K-3]/Intensive English Bilingual and After School Curriculum Development/ GED Program Instructors/Home teaching*/Evening High School/21st Century/OT services Before and After School Day.

Teachers performing the services described above shall be paid pursuant to Appendix III, Schedule N.

***If a unit member submits the proper documentation that they went to their home teaching assignment and the student was not present, they shall be paid at the rate of one hour.**

J. Special Service Schedules.

Teachers holding assignments to positions or services listed on Appendix III, Schedule J to this Agreement shall receive additional compensation added to their base salaries as determined by placement upon the regular salary schedules. Schedule J work shall not be performed for extra-compensation during the hours of the teachers' workday. Any other provision of this Agreement to the contrary, all of the positions so listed shall be posted District-wide except those positions marked by an "*". Those positions shall only be posted in the building concerned, and applications shall only be accepted from teachers employed in those buildings. Athletic positions shall be posted District-wide and applications shall be accepted from any teacher employed in the District.

The parties agree to establish a committee made up of at least three coaches appointed by the NTA President, the NTA President, the Athletic Director and up to two additional administrators for the

District. This committee shall begin meeting no later than February 1, 2024 to discuss the allocation of an additional $150,000 to the stipends for the District's coaches to be implemented in the 2024-2025 school year. If the parties fail to reach agreement on the allocation of such monies, they agree to expedited interest arbitration before a mutually agreeable arbitrator no later than July 1, 2024. The decision of the arbitrator shall be final and binding on the parties and such schedule shall go into effect as of July 1, 2024.

It is understood that coaches shall continue to check on student adherence to the Board of Education's attendance and academic requirement for participating in sports throughout the season.

Athletic positions set forth in Appendix III, Schedule J shall be posted District-wide and applications shall be accepted from any teacher employed in the District.

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).

K. School Psychologists

School Psychologists shall be paid for ten month's service in accordance with attached Teachers' Salary Schedules.

L. Programs in Excess of Five Hours

Any program pursuant to paragraphs "M" and "I" that exceeds five (5) hour daily sessions shall be compensable on the basis of 1/200th, pro-rated.

M. Summer Curriculum/ ESYP (School School)/K-Screening/Psychological Reevaluations/ Weekend Tutorial (Five Hour Programs)/Summer Home Teaching/Compensatory Services & Athletic Trainer Summer Work (up to 15 days).

Salaries of summer school teachers shall be set forth at Appendix III, Schedule M to this Agreement. The parties agree there will be no compensation for preparation time.

The Assistant Summer School Principal, Elementary Site Facilitator and Special Education Summer Site Facilitator shall be compensated pursuant to Appendix III, Schedule M.

N. In-Service Instructors.

In-service course instructors of in-service courses sponsored by the District shall be compensated at the rate of $60 in 2023-2024 and $62 in 2024-2025 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.

Notwithstanding the above, Nationally Board Certified teachers shall be compensated at the rate of $80 effective July 1, 2025.

[Also, displayed at Appendix III]

Split instructors of five (5) in-service courses that commenced February 1998 shall be paid full stipends, each, from monies budgeted in the Teachers Center ER&D funds.

O. Tutorial Program.

Unit members who participate in the after-school elementary/secondary tutorial program shall be compensated at the rate of $45 effective July 1, 2025 per hour of instructional time and at the rate of $46 effective July 1, 2026. There shall be no compensation for preparation time. The rate above shall be paid whether the services are provided immediately before the school day, immediately after the school day or during the school day. Tutorial, including home instruction, shall be paid based on actual hours worked, up to three hours per student per day at the secondary grade levels, and two hours per student per day at the elementary grade levels. At the secondary level, however, in the event that a teacher is required to provide home tutoring to administer State assessments or Regents assessments, such time may exceed three hours per day, when assigned to administer such assessments by an administrator. 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.

The District and the Association agree that those teachers who are required to remain at the Heritage School for the period of time from 2:45 p.m. - 3:15 p.m., to accommodate the District's transportation system and provide tutorial assistance, shall be entitled to pay at the hourly rate of $25.87, pro-rated, effective February 1, 2001.

With respect to new programs of the nature described above, the NTA will be given prior notice of the District's intention to implement the programs.

[Also displayed at Appendix III]

P. Retirement Incentive Plan.

1. Those unit member upon reaching the age of 55 within a school year, with 15 or more accredited years of service in this School District, shall be entitled to a retirement incentive of 40% of their last year's compensation, provided that notice of retirement to become effective June 30th of that year is provided by an irrevocable letter of resignation for the purpose of retirement by February 1st in advance of the June 30th retirement date (for purposes of this paragraph only "school year" includes the contiguous July and August following such school year). The retirement incentive shall be paid as a non-elective direct employer contribution into the teacher's Section 403(b) Internal Revenue Code tax sheltered annuity, subject to the cap limitation of Section 415 of the Internal Revenue Code, using a calendar year basis for computing the cap. (See Appendix V).

2. The employer shall pay said incentive between July 1st and December 31st of the calendar year in which the teacher retires.

3. For the purpose of this provision retirement shall mean retirement for the purpose of receiving payments from the New York State Teachers Retirement System.

4. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency (including but not limited to the New York State Teachers Retirement System, the Internal Revenue Service and the New York State Department of Taxation and Finance) arising from the distribution of funds pursuant to this provision and to indemnify and hold harmless the District from and against the costs of the action or proceeding and any other expenses in connection with such litigation or proceeding including to pay the amount of any judgment or order entered thereon.

## ARTICLE XXVII. MISCELLANEOUS PROVISIONS.

A. This instrument embodies the entire agreement between the parties and may not be altered except by mutual consent in writing signed by both parties.

B. Nothing in this agreement shall be construed to prevent the Teachers' Association, the Board of Education, the principal of each school, District-Wide supervisor or the principals' council concerned from studying and making recommendations on matters within the concern of the committee named in the Agreement. However, any such reports or studies shall be made

available as developed to the proper joint committee having such jurisdiction within the scope of this Agreement.

C. This Agreement shall supersede any rules, regulations or practices and by-laws of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.

D. Any individual agreement, agreement or contract between the District and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement.

E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

F. Where a teacher is assigned additional duties over and above their regularly assigned duties and such additional duties would necessarily fall within the Special Services Schedule, then the compensation for such duties will be subject to negotiations with the Newburgh Teachers' Association.

G. If any provisions of this Agreement are, or shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by law, and all other provisions of this Agreement shall continue in effect. The parties hereto agree that any provision found to be in violation of the law shall be renegotiated and not changed unilaterally by either party.

H. The APPR is Appendix IV. The District shall prepare an APPR Plan Booklet for those classroom teachers who are subject to evaluation pursuant to Sections 3012-c & 3012-d of the Education Law and Parts 30-2 & 30-3 of the Regents Rules. 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. The Association will have an opportunity to review the Booklet prior to its publication. 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.

I. The District shall fund the Teacher Center at the annual rate of $310,000 for the 2025-26 school year , 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 2025-2026 school year.. 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 2025-2026 school year..

J. The parties acknowledge that the subject of teacher participation in Site Based Management and Shared Decision-Making under the Commissioner of Education Regulations remains an open subject of bargaining which the parties shall continue to negotiate following the ratification of the 1991-93 Master Agreement.

K. The District and the N.T.A. acknowledge the need for the flexible scheduling of teachers in a Middle School Program and a joint committee, so charged, comprised of three (3) N.T.A. and three (3) District appointees, shall meet to devise a schedule model, based upon consensus agreement, which may, in turn, be implemented by the District. The report of such consensus model shall be made in writing on or before November 15, 1995. This provision remains in the Agreement as an historical note.

L. The parties shall establish a joint committee to study class size issues throughout the School District and to make written recommendations to the Board on or before October 1, 2003.

M. The parties shall establish a joint committee to study the issue of voluntary requests for transfers between buildings within the teacher's tenure area. This committee shall be comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the NTA, and shall issue a written report to the Board with recommendations on or before June 30, 2004.

N. For Registered Nurses who are subject to layoffs, layoffs will be based upon the inverse order of their seniority, and recall rights from the recall list will be based upon their seniority order for a period of seven (7) years.

## ARTICLE XXVIII - NATIONAL BOARD PROFESSIONAL TEACHING STANDARD CERTIFICATION

1. The District and the N.T.A. will encourage teachers to voluntarily undertake the assessment process to become National Boards Certified Teachers. Five NTA unit members shall be supported in their efforts to become National Board Certified starting with the 2003-2004 school year, up to an additional six starting with the 2004-2005 school year and up to an additional seven starting with the 2005-2006 school year. The selection of the candidates for National Board Certified Teachers shall be made by a committee of three appointees of the Superintendent of Schools and three appointees of the N.T.A., with approval of candidates to be acted upon by Board of Education resolution.

2. The candidates for National Board Certification shall be responsible for making application to all known funding sources to defray the cost of the application fee and any other cost attributable to the certification process. In the event that grants are unavailable, the District shall reimburse the candidate up to the sum of $1,500.00 that has actually been paid for participation in the certification process.

3. The District shall assist and support the efforts of National Board Certification candidates by providing up to five professional development leave days, with pay, and provide loaned materials and equipment such as video cameras, editing equipment and computers owned by the District. Professional development leave days shall be used exclusively for activities relating to the National Board Certification assessment process.

4. Candidates shall be entitled to eight in-service credits upon completion of the National Board Certification Assessment Process. Any candidate on the BA plus 120 column of the salary schedule in lieu of receiving said eight credits, shall, instead receive a one-time non-recurring salary payment of $5,000 for achieving National Board Certification.

5. Candidates who achieve certification from the National Board of Professional Teaching Standards shall receive additional compensation of $2,000.00 to be paid during each of the ten school years following certification. Recertification for any period beyond ten (10) years shall be compensable at the rate of $1000 for the period of such certification.

6. Teachers who have completed the National Board of Professional Teaching Standards Certification process shall be required to remain within the District's employ through the third school year following completion of certification.

7. Upon completion of certification, candidates shall continue to work with students in the classroom and perform other roles that a Board-Certified teacher may be qualified to participate in to improve the education of District students. Such other roles and activities may include, but not be limited to, maintaining, planning and delivering professional staff development for pay, facilitating school change, developing curriculum, modeling, mentoring new applicants for board certification, and taking an active role in professional organizations.

8. Teachers who complete the process but do not achieve certification shall be responsible for any National Board Certification application fees in future years.

9. Any teacher who has been National Board certified and who leaves the employ of the District at a time earlier than that stated in Paragraph "5" above, shall be required to reimburse the District for the cost of any fees paid by the District as well as any District paid stipend as provided in paragraph "4" above. Such amounts may be recouped from salary owed by the District, upon written notice to the teacher.

## ARTICLE XXIX. DURATION OF AGREEMENT.

This Agreement shall be effective as of July 1, 2025, and it shall continue in effect through June 30, 2027.

**NEWBURGH ENLARGED CITY SCHOOL DISTRICT**

**BY:** _____
**SUPERINTENDENT OF SCHOOLS**

**BY:** _____
**PRESIDENT, BOARD OF EDUCATION**

**NEWBURGH TEACHERS' ASSOCIATION**

**BY:** _____
**PRESIDENT**

**BY:** _____
**SECRETARY**