AGREEMENT

BY AND BETWEEN

THE BOARD OF EDUCATION,
NEWBURGH ENLARGED CITY SCHOOL DISTRICT

AND

THE NEWBURGH TEACHERS' ASSOCIATION
PER DIEM SUBSTITUTE UNIT

JULY 1, 2025 - JUNE 30, 2027

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION	3
ARTICLE II	DUES AND FEE DEDUCTION	3
ARTICLE III	ORIENTATION AND TRAINING REQUIREMENTS	4
ARTICLE IV	COMPENSATION PROVISIONS	4
ARTICLE V	PERSONNEL FILES	7
ARTICLE VI	RIGHTS FOR REHIRE	7
ARTICLE VII	GRIEVANCE PROCEDURE	7
ARTICLE VIII	CREDIT UNION PAYROLL DEDUCTIONS	8
ARTICLE IX	MISCELLANEOUS PROVISIONS	8
ARTICLE X	DURATION OF AGREEMENT	9

THIS AGREEMENT IS MADE AND ENTERED INTO on this 4th day of March, 2026, by and between **THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT** (hereinafter referred to as **"The District"**) and **THE NEWBURGH TEACHERS' ASSOCIATION PER DIEM SUBSTITUTE UNIT** (hereinafter referred to as **"The Association"**).

ARTICLE I - RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for the bargaining unit comprised of all per diem substitutes who may be organized as employees in accordance with the legal definitions of the Taylor Law. This recognition shall extend until seven months prior to June 30, 2027.

Each year, the District shall prepare and transmit to the NTA a copy of a list of all "Taylor Law substitutes" on or before October 15th.

ARTICLE II - DUES AND FEE DEDUCTION

A. The District agrees to deduct from the compensation of unit members union dues deduction for the Newburgh Teachers' Association Per Diem Substitute Unit and its affiliates as said unit members individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Association. The unit member's request for such deduction shall be in writing.

B. The Association will certify to the Business Administrator, in writing, the current rate of membership dues. Any change in the rate of membership dues will be given to the District, in writing, thirty (30) days prior to the effective date of such change.

C. Deductions referred to in paragraph "A" above will be made each pay period at that rate of $1.00 for each day of substituting during the pay period.

D. With each payroll deduction check sent to the Association, the District will provide a list of those unit members for whom dues deductions have been made.

E. Unless otherwise negotiated by the parties to this Agreement, the form for the union dues deduction authorization shall be the same as referenced in the agreement between the Board of Education and the Newburgh Teachers' Association.

ARTICLE III - ORIENTATION AND TRAINING REQUIREMENTS

All unit members shall be required to attend an orientation day, with pay, once per school year, and at such orientation the District will offer training on the SAVE Legislation (including but not limited to Child Abuse in the Educational Setting and the District's Code of Conduct).

Unit members shall be given a set of materials upon entering the building that contains relevant, building-specific information. The building specific information shall include the location of fire exits, where to access faculty bathroom keys, lockdown and lockout drills protocols. Such information shall be given at orientation or upon the day of first service in the building.

Unit members shall always be given proper identification whenever they are assigned to work in a building. The protocols regarding the issuance and return of identification materials shall be determined by the District.

Effective September 1, 2023, each per diem substitute shall be given a District Identification Badge that shall be presented when checking-in each morning or other time of daily service, along with proof of identity.

ARTICLE IV - COMPENSATION PROVISIONS

A. Unit members who teach three (3) or fewer classes in the secondary grades shall receive one-half day's pay, and those who teach more than three (3) classes shall receive a full day's pay. In the elementary grades, unit members who work up to one half of the school day shall receive one-half day's pay. Those who work more than one half of a school day shall receive a full day's pay. Per diem substitutes shall work the daily schedule of the absent teacher or partial daily schedule of the absent teacher when the absence is for less than the full school day. It is understood that where the absent teacher's schedule includes lunch and prep, such will be part of the per diem's schedule as well.

B. (1) Per diem substitute teachers who serve for twenty (20) or more consecutive school days in the same assignment shall be placed on Step 1 of the BA Schedule of the Newburgh Teachers' Association contract or at some other step, at the discretion of the District, retroactively to the first day of service in such assignment. The terms set forth above shall apply to substitute nurses, except that changes in building assignment will not constitute a change in assignment for purposes of the application of this section.

(2) The District may employ building-specific substitutes who shall be paid at the rate of One Hundred Sixty Dollars ($160.00) per day and shall be entitled to District funding of individual health insurance premiums at the rate of one hundred (100%) percent of monthly premium costs in the same health insurance plan provided to members of the NTA teachers bargaining unit.

(3) Any bargaining unit member who chooses to opt out from health insurance coverage, as provided for in paragraph 2, above, shall be entitled to a health insurance buyout of $1,100.00 per annum.

C. (1) Certified unit members, or those working towards certification pursuant to the provisions of Part 80.36 of the Commissioner's Regulations who work more than thirty (30) days during a school year, shall be entitled to an additional $23.00 per diem pay for those days worked in excess of thirty (30) effective July 1, 2022. Such additional pay shall be in the form of a lump sum check during a July payroll.

(2) Add $10 more to the per diem rate for those who worked more than 50 days during the preceding school year.

D. Per Diem Rates:

	Effective 2/1/2026	Effective 2/1/2027
Uncertified:	$124	$127
Certified or Masters:	$137	$140
Substitute Nurses:	$154	$157
Retired NTA:	$146	$149

E. Emergency Coverage Pay:

In case of emergency, per diem substitutes assigned additional work shall be paid an additional one-half day's pay for every additional two periods of work. Compensation for additional work periods will be paid on a current basis (i.e., no later than the pay period following the pay period in which the work occurred).

F. Offer of Health Insurance to Full-Time Substitutes:

Unit members who are hired to full-time positions for a fixed term in excess of 90 calendar days shall be offered health insurance coverage (individual and family) effective the 91st

calendar day following the commencement of service to the District. The offer will be to enroll in the District's H.M.O. plan, with the employee contributing the full cost of the health insurance premium (individual and family).

For variable-hour unit members who work full time during the District's standard measurement period (currently 12 months) shall be offered health insurance coverage (individual and family) during the stability period that follows, with such coverage being offered no later than the first day of the month that follows the month that is immediately following the month in which the standard measurement period ends. The offer will be to enroll in the District's H.M.O. plan, with the employee contributing the full cost of the health insurance premium (individual and family).

The parties agree that if there are changes to the Affordable Care Act that could give rise to liability on the part of the District for penalties covered by the Internal Revenue Code, negotiations may immediately be reopened at the option of the District with the mutual intent of arriving at an agreement that will avoid the potential liability of such penalties.

G. Appearing for Substitute Assignment that is Cancelled:

In the event that a substitute is called-in for a substitute teaching assignment at a building and is not assigned to work, he or she shall be paid one-half of the per diem rate, without any other compensation and without reimbursement for travel expenses.

H. Change of Assignment:

If a per diem substitute accepts a specific position and is then reassigned to a different position for which the per diem's background would not make the per diem prepared, such per diem may choose to accept such different position and receive $20.00 additional compensation for the day. This provision shall not apply to a change in assignment for substitution in a class for which the substitute has certification or where the change is from a secondary assignment (grades 7 – 12) in the same subject area, but at a different grade level, than was committed to by the substitute prior to appearing for work.

I. Metal Detection:

Per diem substitutes other than those described in Article IV(B) (1) & (2) may be directed to pass through metal detectors upon arrival at work.

J. Substituting for Lead Teachers:

If a substitute is engaged to work the schedule of a lead teacher who is scheduled to teach only four classes, he or she may nevertheless be assigned to teach an additional class and perform a duty assignment.

K. Identification Badges and Online Information Access:

Each substitute shall be provided with an identification badge for each day of substitute service and online access for change of assignment compensation, as well as "additional coverage" compensation forms which can be submitted directly to Human Resources. The District will ensure that substitutes will be sent telephone messages if the District closes or has delays on a day the substitute is scheduled to work. Further, substitutes will be able to access WinCap for salary information etc.

ARTICLE V - PERSONNEL FILES

Unit members shall be entitled to attach a written statement to any derogatory document(s) placed in their personnel files. Affected members shall be notified of any letters placed in a personnel file.

Whenever a bargaining unit member is blocked from working in a building, the NTA President shall receive notice and a reason(s) for the blocking. Lists of the blocked per diem substitutes shall be given to the NTA President each September 1st, December 1st and June 1st. The blocked per diem substitute shall be given notice of the blocking but not the reason(s), and he or she may submit a written response to being blocked to the Human Resources Office.

ARTICLE VI - RIGHTS FOR REHIRE

Per diem substitutes teachers who have worked in the District for fifty (50) or more days during the previous school year, shall be given preference in hiring for per diem substitute teaching positions.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall be defined as an alleged violation or misinterpretation of the provisions of this Agreement.

2. Only the Association may be a grievant under this Article.

B. Informal Resolution of Grievances:

It is the objective of the District and the Association to encourage the prompt and informal resolution of unit members' grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

Stage 1: If an informal resolution of the grievance cannot be reached between the unit members and his/her supervisor, the aggrieved party shall inform the NTA Per Diem Substitute Unit Grievance Chairman, who shall be required to file a written grievance within twenty-five (25) school days after the teacher knew or should have known of the act or condition upon which the grievance is based. The Supervising Administrator shall respond in writing within ten (10) working days of the submission of the grievance. If the grievant is not satisfied with the determination of the Supervising Administrator, a written appeal must be filed in the office of the Superintendent of Schools within ten (10) working days after receipt of the Supervising Administrators written decision.

Stage 2: Upon receipt of an appeal from the Stage 1 decision, the Superintendent shall respond in writing within ten (10) working days. If the grievant is not satisfied with the determination of the Superintendent, a written appeal must be filed with the Clerk of the Board within ten (10) working days after receipt of the Superintendent's written decision.

Stage 3: The grievant shall be entitled to make a presentation to the Board or a Committee of the Board. The Board's decision, which shall be final and binding, shall be rendered within fifteen (15) working days of the hearing, or if no hearing is requested, within fifteen (15) working days of the submission of the grievance to the Clerk of the Board.

ARTICLE VIII - CREDIT UNION PAYROLL DEDUCTIONS

The District shall implement a credit union payroll deduction for unit members who wish to join the credit union, if practicable, and if at no additional cost to the District.

ARTICLE IX - 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. This Agreement shall supersede any rules, regulations or practices and bylaws of the Board that 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.

C. Any individual agreement or contract between the District or any individual unit member, shall be subject to and consistent with the terms and conditions of this Agreement.

D. The District and the Association agree to refer the issue of covering classes of regular teachers who are absent during preparation time to the Labor-Management Committee.

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. If any provision(s) of this Agreement is or shall at any time be contrary to law, then such provision(s) 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(s) found to be in violation of law shall be renegotiated and not changed unilaterally by either party.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025 and 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 (PER DIEM SUBSTITUTE UNIT)

BY: _____
STACY MORAN
NTA PRESIDENT

BY: _____
CHAIRPERSON OF THE NTA SUBSTITUTE CHAPTER