

COPY

## MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT, hereinafter referred to as "the District" and THE NEWBURGH TEACHERS' ASSOCIATION (TEACHING ASSISTANTS BARGAINING UNIT), hereinafter referred to as "the NTA;"

WHEREBY, the District and the NTA agree to incorporate the provisions of the Collectively Negotiated Agreement between them that expires on June 30, 2010 into a one-year successor Agreement effective July 1, 2010 and terminating on June 30, 2010, except as modified by the following provisions:

1. Article XXII – **Salary Increase** – Replace the first sentence with the following:

"The salary schedule for the 2010-2011 school year is appended hereto as Appendix I. Said salary schedule shall be based upon each step of the 2009-2010 salary schedule being increased by 1.75%, effective December 1, 2010. Additionally, the 10, 15, 20 and 25 year longevities on the bottom of Appendix I shall be increased by 1.75%, effective December 1, 2010." (At page 28)

2. Article XXII(A) – **Step Increment** – Modify to read as follows:

"Unit members shall advance a step on the salary schedule, where eligible, effective December 1, 2010." (At page 28)

3. Article XVIII(A)(1) – **Health Insurance** – Modify the provision regarding health insurance premium contributions by changing the District's contribution to 96% of Individual and Family health insurance premium costs effective January 1, 2011. (At page 23)
4. Article XXII(E)(1) & (2) – **Retirement Incentive Plan** – Add a reference to eligibility for those who reach their fifteenth year of accredited service in this School District at an age greater than 55. Also, split the retirement incentive payment into two segments, the first one due in November in the same calendar year as the retirement and the other due in November of the following calendar year. (At pages 28-29)
5. Article VI (B)(1) – **Tentative Assignment Notice of Schedules** – Remove the words "room assignments" from the first sentence. (At page 12)
6. Appendix III – **Teacher/Student Arrivals and Dismissals** – Change the reference from "Teacher Arrival" to "Start of Teacher Work Day" and from "Teacher Dismissal" to "End of Teacher Work Day".

7. Article XII(A) – **Sick Leave Accumulation** – Change the maximum accumulation of sick leave from “two hundred twenty-five (225) days” to “three hundred (300) days”. (At page 16) Also, change the reference to “up to 300 days” in Article XII(B)(8). (At page 21)

8. Article XII(B)(9) – Add the following language at the end of the second paragraph:

“There shall be a teaching assistant and an additional management member who shall be seated on the N.T.A. Sick Leave Bank Committee.”  
(At page 21)

9. Article XV – **Summer School** – Change the Title of Article XV to “Summer School/Extended School Year” and add a sentence to read as follows at the end of the paragraph:

“Teaching Assistants shall have increased rights to summer school assignments.” (At page 22)

10. Article VIII(D) – **In-Service & College Course Credits** – Effective July 1, 2010, increase the pay rate for in-service and college courses to \$52.00 per credit. (At page 13)

11. Article XXIII – **Miscellaneous Provisions** - Add a provision to the contract to read as follows:

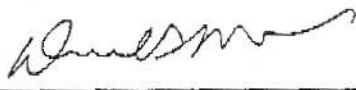
“When Teaching Assistants serve as in-service course instructors of in-service courses sponsored by the District, they shall be compensated at the rate of \$48.00 per hour of instructional time. Teaching Assistants who are serving as in-service course instructors shall be compensated for one (1) hour of preparation for each two (2) hours of instruction, at the rate of \$48.00 per hour.” (At page 30)

12. All other economic provisions in the Agreement except for those expressly addressed hereinabove shall remain at their 2009-2010 school year levels for the duration of this Agreement.

**SO AGREED** this 9<sup>th</sup> day of June, 2010, subject to ratification by the respective constituencies.

**THE DISTRICT**

**THE NTA**

BY: 

BY: Sheila M. Manning

Gail Nichols

2 Margaret O'Keefe