

SUPPLEMENTAL 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 (REPRESENTING THE TEACHERS BARGAINING UNIT), hereinafter referred to as "the Association";

WHEREBY, the NTA and the District agree that it is in their mutual interests to arrange for the staffing of the 2008-2009 and 2009-2010 school years full District Reconfiguration Plan, except as otherwise provided for by separate supplemental memorandum of agreement, as follows:

1. Notwithstanding the provisions set forth in Article VIII of the parties' 2006-2010 collectively negotiated agreement, the following procedures shall be on a non-precedent setting basis, in reassigning teachers under the Reconfiguration Plan (hereinafter referred to as "the Plan").
2. Voluntary and involuntary transfers, as described below, shall be restricted to the buildings affected by the Plan and shall operate ahead of any other Article VIII rights that members in the bargaining unit who are not in affected buildings may exercise.
3. Unless subject to an exception set forth below, the District shall identify positions during each of the two school years affected by the Plan on a building by building basis, by the tenure area and certification requirements of the affected position.
4. A list of teachers, with their certification areas noted, in the tenure area of each affected position at each building shall be created by the District subject to review by the NTA.
5. If more than one building is affected in the same tenure area, in the same year, then

seniority lists shall be merged for those buildings for purposes of determining voluntary and involuntary transfer rights to positions, for which they are certified, available in the other buildings affected by the Plan. Positions shall be filled by first offering voluntary transfers, on a seniority basis in the tenure area of employment for which the teachers are certified. In the absence of an adequate number of volunteers, involuntary transfers shall be made from among the teachers in the affected building or buildings based upon the inverse order of seniority in their tenure area or areas, but giving seniority position selection preference based upon the seniority rights among the least senior affected unit members.

6. The elementary suspension teacher at the Stewart elementary suspension program shall be considered for seniority purposes along with the regular K-6 elementary teachers at the Meadow Hill and Temple Hill schools for the purposes of voluntary and involuntary transfer rights.
7. The following buildings shall have affected programs for the school years listed below:

Building	Grade Level(s) Affected	Effective School year of Change
North Junior High	Loses 7 th Grade	2008-2009
North Junior High	Loses 8 th Grade	2009-2010
North Junior High	Adds Grades 10-12	2009-2010
South Junior High	Loses 9 th Grade	2009-2010
Heritage Junior H	Loses 9 th Grade	2009-2010
Temple Hill	Adds 7 th Grade	2008-2009
Temple Hill	Adds 8 th Grade	2009-2010
Temple Hill	Loses partial K-3 mono-lingual	2008-2009

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Temple Hill	Loses partial 4 th grade Mono-lingual	2009-2010
Meadow Hill	Adds 7 th Grade	2008-2009
Meadow Hill	Adds 8 th Grade	2009-2010
Meadow Hill	Loses partial K-3 mono-lingual	2008-2009
Meadow Hill	Loses partial 4 th grade Mono-lingual	2009-2010

8. Those bargaining unit members in affected buildings who are subject to involuntary transfer, shall have a right to select from a list of anticipated open positions for which they are certified, in their tenure area of employment, in buildings that are not affected by the Plan, provided that they give written notice of their interest in exercising this preference to the human resources department by no later than May 12, 2008 for the 2008-2009 school year and May 12, 2009 for the 2009-2010 school year.

9. Seventh and Eighth grade teachers who are assigned to K-8 buildings shall have schedules and prep time on the same basis as seventh and eighth grade teachers in secondary schools as described in Article XI of the parties' Collectively Negotiated Agreement.

10. For the purposes of this agreement, the parties will abide by the June 1st deadline for tentative schedules as described in Article VII(B)(1) of the Teachers' Collectively Negotiated Agreement and in Article VI (B)(1) of the Teaching Assistants' Collectively Negotiated Agreement.

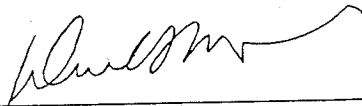
11. Faculty members at North Junior High School during the 2008-2009 school year shall have a right to remain in that building when programs are established for the 2009-2010 school year, provided that they have the requisite certification to instruct in a program(s) offered in the building that school year.

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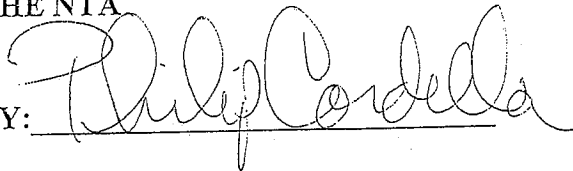

12. Faculty members at Stewart Academy during the 2007-2008 school year shall have a right to remain in that building when programs are established for the 2008-2009 school year, provided that they have the requisite certification to instruct in a program(s) offered in the building that school year.
13. Faculty members who are required to break down classrooms and set up classrooms as a consequence of the reconfiguration program described hereinabove shall be provided with adequate support personnel to assist them in preparing for moving and the subsequent room set up.
14. There shall be no loss of unit positions for members of the Teachers' bargaining unit and Teaching Assistants' bargaining unit as a consequence of the reconfiguration plan described hereinabove. The District shall endeavor to maintain the number of unit positions for the Teachers and Teaching Assistants bargaining units during the 2008-2009 school year as provided for in the Board's proposed 2008-2009 school year budget, so long as that budget is approved by the School District's voters at the annual meeting of voters that will be conducted on May 20, 2008.
15. This Agreement shall be enforceable through the parties' grievance procedures set forth in Article III of their Collectively Negotiated Agreements.

SO AGREED this 2nd day of April, 2008.

THE DISTRICT

BY:  _____

THE NTA

BY:  _____