

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 (Per Diem Substitute Teachers' Bargaining Unit), hereinafter referred to as "The Association";


WHEREBY the District and the Association agree to revive and incorporate the provisions of the collective bargaining agreement between them that expired on June 30, 2016, into a three year successor agreement effective July 1, 2016 and terminating on June 30, 2020, except as modified by the following provisions:

1. Article IV(A) – Compensation – add the following as the last sentence: "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."
2. Article IV - Compensation - increase the per diem rates for the Certified or Master and the Bachelor Degree or 60 Credits by \$1 effective July 1, 2016 and additional \$1 effective July 1, 2017 an additional \$1 effective July 1, 2018 and an additional \$1 effective July 1, 2019.
3. Article V- Personnel Files – add the following as a second paragraph: "Whenever a bargaining unit member is blocked from working in a building, the N.T.A. President shall receive notice and a reason(s) for the blocking. Lists of the blocked per diem substitutes shall be given to the N.T.A. 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."
4. Article III – Orientation and Training Requirements – Change to read as follows: "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)."
5. Article X(F) – Savings Clause - to read as follows: "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 an provision(s) found to be in violation of law shall be renegotiated and not changed unilaterally by either party."
6. [NEW] Article IV(F) – Change of Assignment – to read as follows: "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 additional compensation for the day.

SO AGREED, this 30st day of August 2016, subject to ratification by the respective constituencies.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 