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 Assistant 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, 2019, except as modified by the following provisions:

1. Article XXII – Salary Increase – 2016-17, add $500 to each step of the salary schedule and delete Step 1 (renumber remaining steps); 2017-18, add $500 to each step of the salary schedule and delete Step 1 (renumber remaining steps); 2018-19, add $500 to each step of the salary schedule and delete Step 1 (renumber remaining steps).

2. Article XXII(D) – Longevity – Increase L15, L20 and L25 by $100 effective July 1, 2016, again by $110 effective July 1, 2017, and again by $120 effective July 1, 2018.

3. Article VIII(B) – Professional Development – Change the reference from 75 to 100 hours each five years.

4. Article XX(A) – Access to AESOP – Add the following sentence: “Notwithstanding the above, the members of this bargaining unit shall have the same rights of access to the AESOP reporting system as do the members of the Teachers’ bargaining unit.”

5. Article VII(C)(2) – Transfer Language – Add after the words “or Director” the words “or Superintendent’s designee”.

6. Article XX (C) – Teaching Assistants Substituting for Teachers – Add the following: “The District may call upon teaching assistants to serve as substitute teachers for teachers who are absent from the classroom when per diem teacher substitutes are unavailable, for which they will receive an additional $30 pay for each half-day of service at the elementary schools or if the teacher is absent from the building for less than a half-day, then the teaching assistant shall receive an additional $10 per hour at the elementary schools. At the secondary level, the per period cover rate for teachers who are absent from the building shall be $12 per teaching period.”

7. Article XXII (F) – Summer School Pay – Add the following: “Unit members who are hired for summer school employment shall be paid at .5 of the Teachers’ per diem rate of pay on Schedule M for such service; provided, however, that any teaching assistant whose pay rate would exceed .5 of the Teachers’ pay rate under Schedule M of the NTA Agreement shall be grandfathered at such greater pay rate until .5 of the Schedule M pay rate would be greater than the grandfathered rate.”
8. **Article XXII (E) - Retirement Incentive** – Reissue the language as it appeared in the 2006-10 Agreement and add the following paragraph above paragraph “2”: “In the event that the unit member does not have at least 20 years of service in the school year when he or she reaches the age of 55, his or her one year period of eligibility for the retirement incentive shall be the school year in which he or she reaches the 20th year of District service.” Also, provide for payment in two annual installments as referenced in the parties’ June 9, 2010 Memorandum of Agreement. Also, the parties agree to reopen the incentive for those with 15 or more years of service and of age 55 or greater during the 2016-17 and 2017-18 school years, with the retirement date between June 30, 2017 and August 31, 2017 or June 30, 2018 and August 31, 2018, respectively.

**SO AGREED,** this 15th day of September 2016, subject to ratification by the respective constituencies.

**THE DISTRICT**

BY: [Signature]

**THE ASSOCIATION**

BY: [Signature]

[Names]

[Names]