AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
NEWBURGH ENLARGED CITY SCHOOL DISTRICT

AND

THE NEWBURGH TEACHERS' ASSOCIATION
(TEACHING ASSISTANTS BARGAINING UNIT)

JULY 1, 2025 THROUGH JUNE 30, 2027

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Newburgh Enlarged City School District (hereinafter referred to as the "District") and its teaching assistants represented by the Newburgh Teachers' Association (hereinafter referred to as the "Association").

THIS AGREEMENT IS MADE AND ENTERED INTO on this 4th day of March 2026, by and between the District and the Association.

ARTICLE I. RECOGNITION

The Board of Education of the Newburgh Enlarged City School District having determined that the Newburgh Teachers' Association is supported by a majority of teaching assistants in a unit composed of all teaching assistants, excepting all other employees of the District.

The District agrees that instructional duties or other related professional duties currently being performed by members of this bargaining unit shall not be performed by anyone not represented by said unit. This will not, however, diminish or limit the right of the District to abolish positions according to existing law.

ARTICLE II. NEGOTIATION PROCEDURES

A. No later than February 1, 2027, the parties will enter into good faith negotiations over a successive agreement.

B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and reach a compromise in the course of negotiations.

C. The District and the Association agree that the negotiations regarding this bargaining unit shall be conducted at the same time and place as the negotiations for the teachers bargaining unit.

ARTICLE III. GRIEVANCE PROCEDURE

Section 1. Declaration of Purpose.

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teaching assistants is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of teaching assistants through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teaching assistants are afforded adequate opportunity to compose their differences without the necessity of time consuming and costly proceedings before administrative agencies or in the courts or both.

Section 2. Definitions.

A. A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, provided that the term "grievance" shall not bar the Board of Education from disputing arbitrability before a court of law or an arbitrator, as herein set forth in Section 5, Stage 4.

B. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

C. The Chief Executive Officer is the Superintendent of Schools.

D. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

E. Party in Interest shall mean the Association and any party named in a grievance who is not the aggrieved party.

F. Grievance Committee is the committee created and constituted by the Newburgh Teachers' Association.

G. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances herein.

Section 3. Procedures.

A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party alleged to be responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be promptly transmitted to the teaching assistant.

C. If a grievance affects a group of teaching assistants and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

D. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

E. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all relevant material, documents, communications and records concerning the alleged grievance.

F. Except as otherwise provided in Articles 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.

G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Nothing contained herein will be construed as limiting the right of any teaching assistant having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

J. If any provision of this grievance procedure or any application thereof to any teaching assistant or group of teaching assistants in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

K. The existence of the procedure hereby established shall not be deemed to require any teaching assistant to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other forum, with respect to rights derived from sources other than this Agreement.

Section 4. Time Limits.

A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the teaching assistant knew or should have known of the act or condition on which the grievance is based.

C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

D. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. In the event a grievance is filed on or after June 1, by mutual consent, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5. Stages.

Stage 1: Supervisor.

a) A teaching assistant having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the teaching assistant submits the grievance through a representative, the teaching assistant must be present during the discussion of the

grievance.

b) If the grievance is not resolved informally, it shall within five (5) school days be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teaching assistant.

Stage 2: Chief Executive Officer.

a) If the teaching assistant initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the teaching assistant shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration or a written approval, within fifteen (15) school days, to the Chief Executive Officer.

b) If the Grievance Committee determines that the teaching assistant has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the teaching assistant has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

c) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teaching assistant or the teaching assistant and Grievance Committee or its representative and all other parties in interest.

d) The Chief Executive Officer shall render a decision in writing to the teaching assistant, the Grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

Stage 3: Board of Education.

a) If the teaching assistant and the Association are not satisfied with the decision at Stage 2, the teaching assistant or the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive shall be available for the use of the Board of Education.

b) Within ten (10) school days after receipt of any appeal, a committee of three (3) or more of the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4: Arbitration.

a) If the aggrieved person is not satisfied with the disposition of his or her grievance, the N.T.A. at the NTA's sole discretion, may submit the grievance to arbitration by written notice to the District within ten (10) school days of receipt of the decision rendered at Stage 3.

b) Within ten (10) school days after such written notice of submission to arbitration, the parties seeking arbitration shall attempt to reach agreement upon an arbitrator to be mutually designated by the parties and, should that not occur, notify the American Arbitration Association (hereinafter referred to as "AAA") in writing to submit a list of arbitrators to the parties, and the District and the Association shall be bound by the rules of the AAA.

c) The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;

2. Involving the Board discretion or Board policy under the provisions of this Agreement, or under applicable law, except that he may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;

3. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board, applicable law, and rules and regulations having the force and effect of law;

4. Which appoints or assigns a unit member to a particular position under Article VII(B)(3).

d) The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

e) The costs for the services of the arbitrator, including expenses, if any, will be borne jointly by the parties submitting to arbitration. The party requesting an official transcript of the arbitration hearing shall be required to pay for the transcript.

ARTICLE IV. DUES DEDUCTIONS

A. The Board of Education of the Newburgh Enlarged City School District agrees to deduct from the salaries of its employees dues for the Newburgh Teachers' Association, the New York State United Teachers, American Federation of Teachers, or any one or any combination of such associations but for no other teachers' organizations as said teaching assistants individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Newburgh Teachers' Association. Teaching assistants' authorizations shall be in writing in the form set forth below:

"PAYROLL DEDUCTION AUTHORIZATION:

_____

(Print) Last Name First Initial Building

_____

Address

TO: BOARD OF EDUCATION of the Newburgh Enlarged City School District

I hereby request and authorize you, according to arrangements agreed upon with the Newburgh Teachers' Association, to deduct from my salary and transmit to the Association dues as certified "by the Association". I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

_____

Employee Signature

Date: _____"

B. Each of the associations named in Section A above shall certify to the District in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the District thirty (30) days' notice prior to the effective date of such change.

C. Deductions referred to in Section A above shall be made in the following manner: The total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in ten (10) equal installments beginning with the second pay

period in October, with any adjustment to be made in the final deduction. No later than the 15th day of October the Association shall (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A above and (2) forward at the same time to the respective associations a list of the members and their addresses who have elected payroll deductions for such associations.

D. The District shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Newburgh Teachers' Association.

E. An employee may withdraw his/her authorization at any time by written notice received by the District at least two (2) weeks prior to the effective period.

F. DIRECT DEPOSIT OF PAYCHECKS

The parties agree that unit members may arrange with the Business Office for the direct deposit of their paychecks, without creating an unreasonable burden upon said office.

ARTICLE V. OTHER DEDUCTIONS

A. The District agrees to make monthly payroll deductions for bargaining unit members to their banking institutions, the United Way and VOTE/COPE. The District and the Newburgh Teachers' Federal Credit Union will develop mutually acceptable dates for payroll deductions. The District also agrees to make monthly payroll deductions for tax sheltered annuities. Such plans must meet the criteria established by the Internal Revenue Service, and be adaptable to the District's payroll and accounting procedures.

B. The District shall establish a payroll deduction for NYSUT Benefits for which unit members may, during window periods at the beginning and middle of the school year, input changes to this deduction.

ARTICLE VI. TEACHING ASSISTANTS QUALIFICATIONS AND ASSIGNMENTS

A. Teaching assistants shall be assigned to work within the scope of their certificates.

B. 1. Teaching assistants shall be given tentative written notice of schedules and grades or subject area, for the coming year no later than June 1st. In the event that changes in assignments are necessary, teaching assistants affected will be notified in writing prior to September 1st. Changes in tentative assignments made after June 1st shall be accompanied by a reason for such change. To the extent that teaching assistants are provided with joint planning time with the teacher(s) to whom they are assigned, the schedule(s) should reference such joint planning time.

2. Teaching assistants will be notified in writing of changes in building assignments on June 1st, or as soon thereafter, as such decision is made. Teaching assistants will definitely be notified prior to September 1st.

3. If a condition exists beyond the control of the District, changes may thereafter be made.

4. For the purposes of paragraph "B" herein, teaching assistants shall include those returning from leaves of absence.

ARTICLE VII. VACANCIES, PROMOTIONS AND TRANSFERS

A. A list of teaching assistants, teachers, and administrative vacancies will be available at the personnel office of the Board of Education by telephone or personal visit. A list of vacancies will be posted in each school on or about the 1st day of each month during the school year. The President of the Association shall receive lists of all vacancies. Vacancies for the purpose of posting shall include substitute positions of a fixed term.

B. 1. Encumbered positions shall be filled by substitutes selected by the District unless otherwise announced as open for application by the District. Any unit member assigned to fill an encumbered position shall have return rights to the previous assignment following the end of the school year of service in the encumbered position.

2. Open positions may be filled without observing the provisions of paragraph 3 below when the opening occurs during the school year. Interest in such positions may be expressed by unit members in accordance with paragraph 3 below for the next following school year.

3. Any certified teaching assistant may apply for a vacant position in the bargaining unit. Seniority in the District shall create a preference when filling open positions if the applicant is deemed qualified. Prior to any District decision to fill a vacancy within the bargaining unit, unit members will be interviewed for any and all unit vacancies in a timely fashion. This procedure shall be consistent with arbitral precedent.

4. In the event that a senior teaching assistant(s) is denied appointment to a posted position which has been filled by a less senior applicant, the building principal/supervisor at the building/program at which the position exists shall conduct a meeting with the teaching assistant(s) to describe why such teaching assistant(s) was not selected.

C. 1. Involuntary reassignment of position shall be made in compliance with the provisions of Section 2510 of the Education Law and Part 30 of the Regents Rules.

2. The District shall be entitled to make involuntary transfers where necessary for the effective and efficient management of the District. Prior to making a decision to involuntarily transfer a teaching assistant to another building, the Principal or Director or Superintendent's designee shall meet with the teaching assistant and an Association representative to discuss the reason(s) for the transfer. If the teaching assistant is not satisfied with the explanation, his or her concern(s) may be presented directly to the Superintendent by the Association representative for the Superintendent's review. The Superintendent's decision upon the matter shall be deemed final.

ARTICLE VIII. PROFESSIONAL IMPROVEMENT

A. The parties support in principle the continuing training of teaching assistants, participation by teaching assistants in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. Since teaching assistants are expected to take on greater responsibilities in supporting student instruction, the District will provide 100 hours of professional development every 5 years to Level III teaching assistants. All other certificate holders are encouraged to participate.

C. The District will include the local special education Comprehensive System of Personnel Development (CSPD) plan as part of its professional development plan (PDP). The local CSPD plan and PDP plan shall include, but not be limited to a description of the professional development activities provided to all paraprofessional staff who will work with students to assure that they have the skills and knowledge necessary to meet the needs of the students.

D. Teaching assistants who acquired course work and/or in-service course work annual stipends during their time of service as teacher aides shall continue to receive said annual stipends of $90 for each three-credit course or 45 hours of in-service course work. The pay rate for each in-service credit shall be $65.00 effective July 1, 2022.

E. Teaching assistants certified on or after February 2, 2004 who are subject to the requirements of the regulations to attain the status of Level I, II, and III teaching assistant shall be entitled to tuition reimbursements at the rate of $75 per credit for the first 18 college credits taken in order to maintain certification status. To be entitled to this reimbursement, teaching assistants must produce evidence of a passing grade.

F. For teaching assistants who seek to attain the status of Pre-professional teaching assistant, the District shall pay at the rate of $52 effective July 1, 2010 per credit, per school year, for those credits taken after February 1, 2004 that are needed for the teaching assistant to attain 120 college credits. Credit payments under this provision shall not apply to credits for which the District has made tuition payments towards course work, as referenced in paragraph E above. The pay rate for each in-service credit earned on or after July 1, 2022 towards pre-professional certification status shall be $65. For in-service credits earned on or after July 1, 2026 the rate shall be $67 per in-service credit.

G. The President of the Association shall be informed of all District sponsored after school in-service programs.

ARTICLE IX. TEACHING ASSISTANT OBSERVATION AND EVALUATION

A. The basic objective of the observation and evaluation shall be to improve the teaching standard of the Newburgh Enlarged City School District.

B. The instrument to be used in observation and evaluation shall be discussed with the teaching assistant by the administrator or the principal at the beginning of the school year. Thereafter, it shall be the responsibility of the employee to know the contents of the rated instrument.

C. Probationary teaching assistants shall be observed/evaluated a minimum of 2 times per school year. Tenured teaching assistants shall be observed/evaluated at least 1 time per school year.

D. The observation/evaluation form shall be in the nature of a checklist. The evaluation/observation form shall be developed in collaboration with the Newburgh Teachers' Association during the spring of 2005. The observation/evaluation process shall utilize a form, on a pilot basis, developed from the criteria utilized in the Teachers' pilot APPR evaluation document.

E. The rated teaching assistant shall be given a copy of every observation and evaluation report and will be required to sign the office copy to indicate that he had received same.

F. The rated teaching assistant has a right to write a reaction to the evaluation and observation.

G. All written evaluation reports and subsequent correspondence shall become part of a teaching assistant's personnel folder and open to scrutiny by the teaching assistant involved.

H. The Superintendent of Schools shall notify in writing any teaching assistant not being recommended for tenure at least thirty (30) days before the Board takes action on tenure appointments.

I. The parties' evaluation documents will be appended to the agreement at Appendix II.

ARTICLE X. TEACHING ASSISTANTS HOURS

A. 1. The working day for teaching assistants shall not exceed seven (7) hours and fifteen (15) minutes including a half-hour duty-free lunch period. Teaching Assistants will indicate their attendance by initialing or checking at the opening of the school day a sheet provided for this purpose. The District may implement a swipe card or other similarly efficient technological system to record the presence of unit members in the building; provided, however, that the use of such system is intended for health and safety reasons, to note attendance, and/or inform the payroll system. The information obtained may not be used for disciplinary purposes. Further, bargaining unit members shall have the option to access and use the system through any electronic device of the members choosing or a device on the District's network server, as long as the entry is made at the worksite where the unit members are to report to work.

2. Fifteen (15) meetings or after school activities will be held each year in which attendance is compulsory. Faculty meetings when held, however, will be of a maximum one hour in duration. Although attendance at other functions is not mandatory, teaching assistants are urged and expected to attend other functions as part of their role in the educational process. The District shall not schedule meetings after school on Wednesdays, absent unforeseeable emergencies.

3. The teaching assistant workday may be increased by up to fifteen (15) minutes per day beyond the time set forth in paragraph "1", above, by agreement reached between the building principal and the N.T.A. head delegate, with such provision applying only to unit members in their school building.

B. Each teaching assistant shall be entitled to two (2) fifteen minute breaks per day; provided, however, to the extent practicable and at no additional expense to the District, that in lieu of two breaks per week teaching assistants shall be afforded one thirty (30) minute joint planning period per week with the teacher to whom he or she is assigned.

C. The District will make every reasonable effort to provide substitutes for special area teaching assistants in art, music, library and gym when they are absent from school.

D. For teaching assistants who have to travel to a location different from their assigned school building to attend professional development on full day Superintendent Conference Days which will be held during the hours of 8 a.m. to 3 p.m., while providing for a minimum of 60 minutes for lunch between 11:00 AM and 1:00 PM as well as sufficient travel time during their assigned workday to reach the different location(s) and return to their school building before leaving for the day. If conference activities are within the district, 20 minutes of travel time will be given. If traveling beyond the boundaries of the District, the travel time will be equal to 5 minutes per mile calculated from the Board of Education Building to conference location.

ARTICLE XI. STUDENT BEHAVIOR

A. The District and the Association recognize that student behavior and discipline are essential elements of the education process and the school environment and that all professional personnel have a continuing responsibility for the enforcement of proper conduct and behavior of students in their respective charge or school buildings, consistent with the requirements of the Student Code of Conduct.

ARTICLE XII. LEAVE OF ABSENCE

A. Temporary Leave.

1. Sick Leave.

a) Teaching assistants who are absent on account of personal illness or injuries, or because of illness in the immediate family shall be entitled to sick leave with full pay for fifteen (15) days in any school year accumulative to not more than three hundred (300) days at a rate not to exceed fifteen (15) days per year of service in the School District. [Unit members who accumulated sick leave days in the CSEA bargaining unit prior to July 1, 2004, shall have all such accumulated days vested as accumulated sick leave pursuant to this agreement, but, subject to the accumulation limit set forth above.]

b) A teaching assistant shall be notified of the number of sick leave days accumulated to his/her credit. Notification shall be given annually with the first paycheck in October.

c) To prevent abuse of sick leave privileges, the District reserves the right to require a teaching assistant to furnish a doctor's certificate covering an absence of three (3) or more consecutive work days for which full pay is received. The District shall further have the right to require a teaching assistant to furnish a doctor's certificate whenever a pattern of sick leave use occurs that is inconsistent with random illness or disability.

Beginning with the ninth (9th) day of sick leave utilized by a teaching assistant for which a doctor's certificate was not furnished during a school year or the sixth (6th) day in a semester for which a doctor's certificate was not furnished, the District reserves the right to require for each additional absence a doctor's certificate.

d) In exceptional cases, the Board of Education may extend the period of absence with pay.

e) District administrators may exercise reasonable discretion by requiring unit members to furnish a doctor's note for sick leave use on Fridays.

f) Whenever a Teaching Assistant uses sick leave for .5 or less than .5 of the day, the charge against sick leave entitled shall be based upon the deduction of one-half day per sick leave use, including days that are only scheduled by the District as one-half days.

Notwithstanding the above, whenever a teacher assistant uses sick leave for part of a day or a whole day on:

a. Staff Development Days;
b. Days before a holiday or vacation period;
c. Days following a holiday or vacation period;

The charge against sick leave entitlement shall be based upon a deduction of one day per sick leave use.

2. Absence Due to Compensable Injury.

When a teaching assistant's absence is due to injury arising out of and in the course of employment, and the injury is compensable under the Workers' Compensation Law, the first sixty (60) days of such absence will not be charged against accumulated sick leave.

3. Personal and Emergency Leave.

a) Three (3) days per year, non-accumulative, will be granted for personal leave. These days may be used for personal business, which cannot be conducted on other than a school day. Except in the case of emergencies, notice of intent to take personal leave shall be given in writing to the principal or immediate supervisor concerned, at least two (2) days in advance. It is understood by the Association that there are unacceptable uses for personal leave, such as recreational pursuits, economic gains, other employment, seeking new employment, marriage, etc. If it is subsequently determined that a teaching assistant has abused the personal leave privileges such absence shall result in appropriate salary deduction.

No leave of absence shall be granted to any teaching assistant on the day preceding or following a vacation period or holiday or during the months of December and June. Teaching assistants shall be allowed on an annual basis to rollover unused personal leave days into accumulated sick leave, for the lifetime of past and future retirees.

b) Three (3) days leave will be granted, not accumulative, for each of two deaths in the immediate family. If a funeral takes place at a distance of five hundred (500) miles or more, the leave shall be extended for an additional day. For the purposes of this subparagraph, immediate family shall be defined to include mother, father, step-mother, step-father, mother or father-in-law, child, whether natural, adopted or stepchild, brother or sister, brother or sister-in-law, grandparents, grandchildren, or other relatives for whom the teaching assistant is solely financially responsible or who has made a permanent home in the family of the teaching assistant at least thirty (30) days prior to the absence incurred.

c) Childbirth/Adoptive Leave.

Two (2) days leave with pay will be granted to the mother and/or father upon the birth of a child or upon adoption.

d) Child Care Leave.

A child care leave shall be given in accordance with the following provisions:

1. Disability from pregnancy will be treated in the usual manner of sick leave.

2. All teaching assistants are eligible for child care leave for one year. The Board may extend the leave for an additional year upon request by the teaching assistant.

3. a) Adoption and child birth are both valid reasons for child care leave.

   b) Adoption applies to pre-school aged children. Adoption shall be construed as being in accordance with existing law.

4. Teaching assistants on leave shall have the option of utilizing any or all benefits covered under Article XXII (Insurance). The teaching assistants on leave will pay the applicable group rates.

5. The return from a childcare leave shall be governed by the provisions of Article XVI (B) (1) (f). The return date from such leave shall correspond to the beginning of the semester of the school year. Where ninety (90) days of notice is not practicable in terms of the length of the leave, the minimum notice of return shall be sixty (60) days prior notice.

e) Personal leave shall be deducted by one day per use of personal leave for a whole day or part of a day.

4. Professional Conferences.

a) Teaching assistants who are designated by the Association to attend the annual meeting of the House of Delegates of the New York State United Teachers and the annual meeting of the New York State Retirement System shall be granted such leave with pay as is necessary to discharge their obligations as delegates to such conferences. In addition, thereto, the NTA may designate three (3) teaching assistants to attend another such conference. Such leave shall not be charged against sick leave. The number of such delegates shall not exceed the number selected pursuant to the practice in effect on the date of this Agreement.

b) Teaching assistants may also be excused for educational visitations, conferences, or meetings without loss of salary, provided that the principal and the Superintendent approve such absence in advance. Absences for over one (1) day must also be approved in advance by the Board of Education.

c) Requests for reimbursement of expenses where authorized shall be filed with the Superintendent of Schools on forms prescribed and accompanied by supporting receipts and other pertinent documents. Mileage reimbursements for use of personal automobiles will be made at the I.R.S. rate.

B. Extended Leaves.

1. General Provisions.

a) Sick leave accumulated prior to a leave of absence, other than a sick leave, shall be credited upon return.

b) A teaching assistant returning from leave of absence shall be given his/her same or comparable position when s/he returns.

c) Probationary teaching assistants returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.

d) Tenured teaching assistants returning from leaves of absence shall retain their tenure status upon returning from leave.

e) Where an unpaid leave of absence exceeds 50% of a school year, the teaching assistant shall not receive longevity or salary step advancement credit for such school year.

f) Teaching assistants returning from extended leaves of absence shall advise the District, by mail, of an intention to return at the end of the leave of absence, and such notice shall be given ninety (90) days prior to the date of return to the District.

2. Professional Leave.

The Board may grant a leave of absence for one (1) year without pay for study or purposes of temporary employment in public service or in activities of social significance which will result in professional growth.

3. Peace Corps, VISTA, Teacher Corps.

A leave of absence without pay of up to two (2) years may be granted to any teaching assistant who joins the Peace Corps, VISTA, Teacher Corps, or who serves as an exchange teacher on a full-time basis.

4. Military Leave.

Military leave will be granted to any teaching assistant who is inducted into or enlists in any branch of the armed forces of the United States.

5. Political Office.

Leave of absence, without salary, may be granted to teaching assistants who hold tenure and are elected to public offices.

a) Requests for such leave shall be submitted, in writing, to the Superintendent of Schools, and shall be submitted at least thirty (30) days prior to the date of beginning of the leave.

b) Leave may be granted for the period of one (1) term of public office provided that same shall be for a minimum of one (1) year and a maximum of four (4) years.

c) Teaching assistants granted leave under this provision may return to their positions at the beginning of the school year following the completion of one (1) term of office.

d) Leave will be granted only for full time service in public office and where so indicated in the application.

e) Salary credit for years of service will not accrue during leave.

f) Any teaching assistant elected to local political office may be granted additional personal leave days not to exceed five (5) days, at the discretion of the Board of Education. These days are to be used in connection with the political office held.

6. Jury Duty.

A temporary leave of absence with full pay shall be granted for jury duty. Teaching assistants shall receive their regular salary while on jury duty, and shall return to the District any jury fees received, exclusive of expenses.

7. Court appearances arising out of employment shall not be charged to sick or personal leave days.

8. Payment for Unused Sick Leave.

Any member in the bargaining unit having twenty years or more of credited service in the District upon retiring from the District to receive benefits from the New York State Teachers Retirement System shall receive payment in the form of a non-elective employer direct contribution into his or her Section 403(b) Internal Revenue Code tax sheltered annuity, subject to the limitation of Section 415 of the Internal Revenue Code, at the rate of $26.00 per day for up to 300 days effective July 1, 2025, so long as during their last two (2) years of employment, s/he uses no more than an average of eight (8) sick days per year, except that sick days for which a doctor's note was furnished by a mutually agreed upon physician licensed to practice medicine in New York State or that were granted for qualified illnesses/disabilities pursuant to the Family and Medical Leave Act of 1993 shall not be counted. To qualify for this benefit, at the time of retirement from the District, the unit member must have at least 125 accumulated sick leave days. Further, in the event the payment would exceed the cap limit of Section 415 of the Internal Revenue Code by reason of payment of this benefit, any overage amount shall be paid in the form of additional compensation. For the purposes of this agreement a calendar year measure shall be used for determining the Section 415 Internal Revenue Code cap.

In the event that the District and the NTA are unable to agree upon the physician as described above within 30 days of the ratification of this agreement, each party shall submit the credentials of their selected provider and this mediator shall make a final and binding decision in the capacity of an interest arbitrator regarding which physician shall be selected to serve for the duration of this agreement.

9. Sick Leave Bank.

Any teaching assistant may contribute one or more days of sick leave to the Teachers Sick Leave bank, including all uncompensated days upon retirement and any day contributed by a teaching assistant shall be deducted from his/her accumulation of sick leave. Any teaching assistant who shows a willingness to contribute a day to the bank will become a member of the bank. A maximum of 100 days may be granted by the Sick Leave Bank Committee each year, earmarked for use by teaching assistants. If said days are diminished below the 100-day level and there still exists teaching assistants with a willingness to contribute, and have not had to contribute due to the 100-day maximum being reached, then days will be replenished back to the 100-day level from the list of teaching assistants who are willing to contribute. Each year the unused days will be carried over to the next year, but not to exceed 100 days. Any teaching assistant who remains on the reserve list at the end of the year will not be required to donate additional days until all eligible members have donated at least one day.

The composition of the Sick Leave Bank Committee shall be set forth in the Teachers Collectively Negotiated Agreement. There shall be a teaching assistant and an additional management member who shall be seated on the N.T.A. Sick Leave Bank Committee.

10. Notice Regarding Unpaid Leave.

Beginning with the 2014-15 school year, all unpaid leave forms issued by the District will provide the following notification:

> "Please be aware that while you are on unpaid leave (unless it is an approved leave pursuant to USERRA/NYS Military Law), you will not accrue seniority."

ARTICLE XIII. SCHOOL CALENDAR

A. The District agrees to consult with and consider the Association's suggestions and requests in the formulation of the School Calendar. The length of the teaching assistants work year shall be 188 days, inclusive of four (4) emergency days, with unused emergency days to be added to the Memorial Day holiday.

ARTICLE XIV. DISTRICT REGULATIONS

A. The District agrees to publish prior to the opening day of school the General Regulations of the School District. A copy shall be given to each teaching assistant at the opening of the school year.

ARTICLE XV. SUMMER SCHOOL/EXTENDED SCHOOL YEAR PROGRAM

A. Insofar as possible, all positions shall be posted in each school. A copy of such posted notice shall be sent to the President of the Association at least one month prior to summer school appointments. Preference in hiring will be given to Newburgh Enlarged City School District personnel. Teaching Assistants shall have increased rights to summer school assignments.

ARTICLE XVI. TEACHING ASSISTANT PROTECTION

A. To assure the teaching assistant of the trust placed in him/her by his/her employer, the District agrees to provide legal counsel at its expense to render any and all necessary assistance in the defense of any teaching assistant complained against or involved in a lawsuit as the result of any action taken by the teaching assistant within the scope of his/her employment provided the teaching assistant complies with the ten-day notice requirement of Sections 3023 and 3028 of the Education Law.

B. Teaching assistants will immediately report in writing all cases of assault and/or battery suffered by them in connection with their employment to their principal or immediate supervisor. The above report will be promptly forwarded to the District Office (Assistant Superintendent for Human Resources).

C. The School District shall reimburse teaching assistants for the reasonable cost (up to $125.00) of any clothing, or other personal property damaged or destroyed as a result of an assault suffered by the teaching assistant while the teaching assistant was acting in the discharge of his/her duties, within the scope of his/her employment when the teaching assistant has not been personally negligent with reference to the incident.

D. In the event any school building is evacuated in whole or in part by reason of any report or threat of damage thereof, only qualified police, or fire department personnel will investigate the situation.

E. The rules and regulations adopted by the Board on March 30, 1976, for flow of traffic will in no way diminish the use of said parking facilities where available.

F. Whenever a bargaining unit member is called to meet with administration and such meeting may give rise to disciplinary considerations, at the unit member's option, an NTA official or building representative shall be allowed to attend such meeting.

ARTICLE XVII. LABOR MANAGEMENT COMMITTEE

Issues appropriate for discussion at Labor/Management Committee shall be added to the agenda of the Teachers' Labor/Management Committee. The Association may appoint an additional member to the Teachers' Labor/Management Committee from the Teaching Assistants' bargaining unit.

ARTICLE XVIII. INSURANCE

A. 1. Effective July 1, 2025, the District shall pay 95.75% towards the cost of individual and 95.75% towards the cost of family coverage in the New York State Employees Health Insurance Program.

The District shall continue to fund retiree health insurance premiums at the rate of 100% for individual coverage and 100% for family coverage in the District's New York State Employees Health Insurance Plan.

2. The parties agree to form a committee in September of 1989 to study an alternative health insurance plan in consultation with a mutually selected professional health insurance advisor. Following such review, but no earlier than January 1, 1990, the District may implement a substantially equivalent or superior health insurance program based upon the plan reviewed by the committee and the agreement of the Association's Board of Directors and Delegate Assembly; such agreement shall not unreasonably be withheld.

3. In the event that there is a change in health insurance plans, unit members who will retire and teachers who have retired from the District shall be entitled to fully District funded, non-contributory health insurance benefits, and retired teachers shall be entitled to Medicare reimbursements upon the same basis as paid for by the District while the District participated in the Empire Plan. The benefits of such alternative plan shall be subject to revision only through negotiations by the parties.

Service Requirement for Retiree Health Insurance - Effective July 1, 2005, ten (10) years of service in the District shall be a prerequisite for entitlement to District-sponsored health insurance and retirement for those who retire on or after July 1, 2005 to receive benefits in the New York State Employee Health Insurance Program or any alternative health insurance plan selected pursuant to the parties' agreement. Effective July 1, 2019 the service requirement will be fifteen (15) years. Those unit members employed on September 1, 2019 are credited with an additional three (3) years of service toward the 15 year minimum vesting period.

4. Notwithstanding any other provision in this Agreement, the parties acknowledge that each bargaining unit member shall be entitled to one (1) health insurance coverage: either an

individual coverage or a family coverage; provided, however, that the District shall provide only one (1) coverage per family and shall provide only one (1) coverage covering each bargaining unit member.

B. 1. The District agrees to contribute an amount of money equal to the number of teaching assistants times the annual dollar amount set forth in paragraph 2, below, for the purpose of providing a Dental Insurance Trust Fund under the trusteeship of the Newburgh Teachers Association. Payment shall be made by the District to the NTA in semi-annual installments due February 1st and August 1st each year. Said monies shall be used for the purposes of providing a dental plan for members in the bargaining unit. The District shall be entitled to audit the books and records of the NTA Trust Fund periodically and shall be held harmless against any claim brought against it by the NTA regarding said Trust Fund, except with respect to a failure to make the contributions as required above.

2. The District's contribution rate, pursuant to the same formula as set forth above, shall be $1345.00 effective July 1, 2025. The District's contribution rate, pursuant to the same formula as set forth above, shall be $1395.00 effective July 1, 2026.

3. The District agrees to allow each teaching assistant, from his/her salary, the right to request payroll deductions for additional dental coverage over and above the amount contributed by the District.

C. Health Insurance Buy-Out

1. On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District's health insurance plan effective July 1st. The opt-out payment shall be: $1500.00 annually.

2. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

3. Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of $1500.00, for each month remaining in the school year in question.

D. Employee's Assistance Plan

The District shall participate in an Employee's Assistance Program with the District paying the full costs thereof and with the selection of the plan to be determined based upon the recommendations of the labor management committee.

E. Section 125 Flexible Benefit Plan

Effective with the 2004-2005 school year, the District shall implement a Section 125 Internal Revenue Code flexible benefit plan at no cost to unit members, as selected by the District in consultation with the Association. Health premium contributions shall automatically be deducted through the Section 125 IRC Plan and unit members may file vendor provided form in the Human Resources Office to "opt-out" from the automatic deduction.

ARTICLE XIX. FACILITIES

A. Wherever practicable, teaching assistants shall be provided with an adequate work area.

B. Insofar as possible, the District agrees to purchase adequate supplies and make them available throughout the year. Teaching assistants agree to cooperate by taking proper care of equipment and conservation of supplies furnished.

C. Where practicable, the District shall provide parking facilities for the use of teaching assistants in each school.

D. Whenever possible, the District will provide a professional lounge in each school building.

ARTICLE XX. SUBSTITUTE TEACHING ASSISTANTS

A. Teaching assistants shall be informed of a telephone number they may call to report unavailability for work. Once a teaching assistant has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teaching assistant. 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.

B. Substitutes who are hired for a fixed term of a semester or greater shall be deemed to be members of the bargaining unit as of the date of hire. Substitutes who work in the same position for a period of one semester or more, without having been appointed to a fixed term appointment shall, nevertheless, be deemed to be included in the bargaining unit and shall be paid retroactively at the contractual rate applicable to their placement on the salary schedule. However, the health insurance benefits of this Agreement shall not apply retroactively.

C. The District may call upon Teaching Assistants to serve as substitute teachers for teachers who are absent from the classroom, whether or not absent from the building. Teaching Assistants shall be offered the substitute coverage opportunities after per diem substitutes have not volunteered for such work. Teaching Assistants will receive an additional $51 pay for each half day of service at the elementary schools or if the teacher is absent from the classroom for less than a half day, then the Teaching Assistant shall receive $17 per hour at the elementary schools. At the secondary level, the per period cover rate for teachers who are absent from the classroom

shall be $20. Other than the half-day rate, the above rates shall be based upon absence for a period of 15 minutes or more in 15-minute prorated increments.

ARTICLE XXI. TEACHING ASSISTANT AND ASSOCIATION RIGHTS

A. The Association shall be given a place on the Agenda of the Orientation Program for new teaching assistants.

B. The Association will be provided with a copy of the official minutes of all Board meetings, when available. Two copies of the official agenda of all Board meetings, and any attached documents, except confidential reports, will be sent to the Association at the same time they are sent to Board members.

C. The District shall make available to the Association upon request, any and all information, statistics and records deemed relevant to negotiations, or necessary for the proper administration or enforcement of this Contract.

D. The District agrees that no reprisals of any kind shall be taken against any teaching assistant, by reason of his membership in the Association or participation in its activities.

E. Association Use of Buildings, Bulletin Boards and Facilities.

1. Subject to the notification and approval of the Building Principal, the Association and its representatives shall have the right to use school buildings for meetings, provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore.

2. Duly authorized representatives of the Association, the New York State United Teachers and their respective affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

3. The Association shall have the right to use school facilities and equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. All equipment must be used within the school building. The Association agrees to replace those supplies used.

4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the school mail service and teaching assistant mail boxes for communications to teaching assistants. Announcements of meetings may be listed in the school activity bulletin. The Association agrees to pay for any postal mailings done by the Association.

F. At meetings between the Principal of each school and the Teachers' Association building delegates, as described in Article XXV(F) of the Teachers' Agreement, discussions may be had regarding school operations and questions relating to the implementation of this contract.

G. Personnel Folder

1. All material in the personnel folder, excepting letters of recommendation, which will be removed in the presence of the teaching assistant, shall be open to the scrutiny of the teaching assistant.

2. The teaching assistant shall have the privilege and right to submit a written reply to any material in his/her personnel folder. His/her answer shall be reviewed by the Superintendent, then attached to the appropriate material and placed in the folder. In the event that the teaching assistant questions the factual accuracy of any material in the folder, the teaching assistant may submit proof supporting his or her position. The material will not be placed in the file if it is proven to be factually inaccurate.

3. No material in the teaching assistant's personnel folder will be shown to anyone outside the District Administrators or to the Board, without the express written consent of the individual teaching assistant involved.

H. Teaching assistants required in the course of their work to drive personal automobiles from one school building to another, shall receive a car allowance of the I.R.S. rate. The same allowance shall be given for use of personal cars for field trips or other business of the District.

I. Teaching assistants shall be paid every second Friday, or any other day mutually agreeable between the parties starting with the contract year 2004-2005. Teaching assistants may have the option of 21 or 26 pay periods. If a pay period falls in a vacation or holiday period, payment shall be made on the last working day prior to vacation or holiday, except that the last payment of the school year shall be made on the last day of school.

J. The District and the Association will cooperate to make the Employee Blood Credit Program of the New York State Department of Civil Service available to all teaching assistants and the District will assume the cost of administration.

K. The Chapter Chairperson of the NTATAC or one designee will have the equivalent of 25 periods per annum for the purpose of conducting Association and District business. Requests for this time must be in writing to the Superintendent (absent emergency circumstances). The Chairperson will notify the Superintendent in writing as to the designated representative.

ARTICLE XXII. SALARIES AND PROFESSIONAL COMPENSATION

The salary schedules for the 2025-2026 through 2026-2027 school years are appended hereto as Appendix I.

A. The salary schedules in Appendix I will be developed based upon the following increases: Increase the 2024-25 salary schedule by 3% effective July 1, 2025 and increase the 2025-26 salary schedule by 2.8% effective July 1, 2026.

Unit members shall advance a step on the salary schedule each year, where eligible.

B. The District will pay all teaching assistants whose regular assignment is to work in a self-contained classroom a stipend of $800 which shall be added to their annual salary. Teaching Assistants who are assigned to a student or students who require diaper changing, training pants, and/or sanitary pad changing shall be entitled to an annual stipend of $1,000 which shall be added to their annual salary. Teaching Assistants who, as set forth above, have a regular assignment in a self-contained classroom and who are assigned to a student or students who require diaper changing, training pants changing and/or sanitary pad changing will receive both stipends set forth in this paragraph.

C. The initial placement of a teaching assistant as to step and salary schedule shall be made by the Superintendent of Schools after an evaluation of the teaching assistant's training, previous experience in teaching or related activity, and military service.

D. Longevity shall be paid effective by the second pay day in September or by the second pay day in February, immediately following the unit member's anniversary date of employment, on the same dates when newly acquired credits are posted. There shall be a special longevity in the amount of $200.00 for bargaining unit members who are on or above the 15th year longevity effective January 1, 2012.

Increase L10, L15, L20 and L25 by $150 effective July 1, 2025. Increase L10, L15, L20 and L25 by an additional $150 effective July 1, 2026.

E. Retirement Incentive Plan.

1. Those unit member upon reaching the age of 55 within a school year, with 15 or more accredited years of service in this School District, and unit members who reach their fifteenth year of accredited service in this School District at an age greater than 55 shall be entitled to a retirement incentive of 25% of their last year's compensation, provided that notice of retirement to become effective June 30th of that year is provided by an irrevocable letter of resignation for the purpose of retirement by February 1st in advance of the June 30th retirement date. The retirement incentive shall be paid as a non-elective direct employer contribution into the teacher's Section

403(b) Internal Revenue Code tax sheltered annuity, subject to the cap limitation of Section 415 of the Internal Revenue Code, using a calendar year basis for computing the cap. Any payment that would cause the cap to be exceeded by reason of this provision and/or the provision regarding liquidation of sick leave upon retirement shall instead be paid as additional compensation.

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.

2. The employer shall pay said incentive in two payments, the first of which shall be due during the month of November in the same calendar year as the retirement of the teaching assistant and the second of which shall be due in the month of November of the calendar year following the calendar year of retirement.

3. For the purpose of this provision retirement shall mean retirement for the purpose of receiving payments from the New York State Teachers Retirement System.

4. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency (including but not limited to the New York State Teachers Retirement System, the Internal Revenue Service and the New York State Department of Taxation and Finance) arising from the distribution of funds pursuant to this provision and to indemnify and hold harmless the District from and against the costs of the action or proceeding and any other expenses in connection with such litigation or proceeding including to pay the amount of any judgment or order entered thereon.

F. Summer School Pay.

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. [It is noted that the pay rate reference in this paragraph shall be based upon the formula in paragraph "G" below.]

G. It is noted that the hourly rate is based upon the annual salary of the teaching assistant divided by 200 and then divided by 7.

Teaching assistants hired to work in afterschool programs shall be paid their hourly rate as reference in Paragraph "G" immediately above.

ARTICLE XXIII. 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 by-laws of the Board which 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, agreement or contract between the District and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement.

D. 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.

E. Where a teaching assistant is assigned additional duties over and above their regularly assigned duties and such additional duties would necessarily fall within the Special Services Schedule, then the compensation for such duties will be subject to negotiations with the Newburgh Teachers' Association.

F. 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.

G. If any provisions of this Agreement are, or shall at any time be contrary to law, then such provision 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 found to be in violation of the law shall be renegotiated and not changed unilaterally by either party.

ARTICLE XXIV. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025, and it shall continue in effect through June 30, 2027.

NEWBURGH ENLARGED CITY SCHOOL DISTRICT

BY: _____
SUPERINTENDENT OF SCHOOLS

NEWBURGH TEACHERS' ASSOCIATION (TEACHING ASSISTANTS BARGAINING UNIT)

BY: _____
STACY MORAN
NTA PRESIDENT

BY: _____
PRESIDENT, BOARD OF EDUCATION

BY: _____
CHAIRPERSON OF THE NTA
TEACHING ASSISTANTS'
CHAPTER

APPENDIX I

SALARY SCHEDULES

TEACHING ASSISTANTS' SALARY SCHEDULE

Salary Step	2025-26	2026-27
1	$32,559.00	$33,471.00
2	$33,817.00	$34,754.00
3	$35,045.00	$36,026.00
4	$36,270.00	$37,286.00
5	$37,345.00	$38,391.00
6	$38,378.00	$39,453.00
7	$39,377.00	$40,480.00
8	$41,543.00	$42,706.00
9	$41,844.00	$43,016.00
10	$42,484.00	$43,674.00
Longevity	**2025-26**	**2026-27**
10	$1,467.00	$1,617.00
15	$3,112.00	$3,262.00
20	$3,978.00	$4,128.00
25	$4,843.00	$4,993.00
Summer School Hourly Rates	**2025-26**	**2026-27**
Step 1		
*1- 3 years	$32.50	$33.00
Step 2		
* 4-7 years	$33.50	$34.00
Step 3		
*8 + yrs	$35.00	$35.50

Newburgh Enlarged City School District

Annual Professional Performance Review

For Teaching Assistants

A Coordinated Approach
To Improve Student Achievement
Through Supporting Our Professional Staff

APPENDIX II

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

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Introduction

Article IX. A. of the Collective Bargaining Agreement between the Board of Education and the Newburgh Teachers' Association Teaching Assistants states, "The basic objective of the observation and evaluation shall be to improve the teaching standard of the Newburgh Enlarged City School District."

The observation and evaluation of NTATA unit members must be accomplished in conformity with Article IX of the Collective Bargaining Agreement also referred to as the Contract.

Pursuant to Section 100.2 of the New York State Commissioner's Regulations each educator's performance will be reviewed annually and based upon the following eight (8) state mandated criteria:

I. **Content Knowledge**
II. **Preparation**
III. **Instructional Delivery**
IV. **Classroom Management**
V. **Student Development**
VI. **Student Assessment**
VII. **Collaboration**
VIII. **Reflective and Responsive Practices**

Each teaching assistant, in collaboration with the administrator,* using the **Teaching Assistant Evaluation Rubric** as a guide, will select one or more of the eight (8) criteria to set a goal. This professional goal is expected to have a positive impact on enhancing student learning/performance. The teaching assistant and administrator will mutually agree and formalize the goal on the appropriate **Goal Setting Form**.

The Newburgh Enlarged City School District will provide annual staff development for all teaching assistants regarding the **A**nnual **P**rofessional **P**erformance **R**eview. Staff development will include a review of the content, use of the evaluation rubric, reporting forms and the procedures to be followed consistent with the approved **APPR** and associated contractual provisions.

The purpose of the **Teaching Assistant Evaluation Rubric** is to assist teaching assistants in developing as professionals. The rubric will be used as an ongoing tool for teaching assistants to reflect on professional growth.

*The term "administrator" includes directors, principals, vice-principals, assistant principals, and central office administrators.

Timeline

September/October

- Staff development on **APPR** purpose and procedure
- Self Reflection*
- Collaborative Goal Setting for tenured and non-tenured teaching assistants by October 1st

October through May

- Observations/Evaluations
- Work on selected goal

January/February

- Administrator and teaching assistant meet to discuss progress towards meeting goal
- Adjustments to goal, if necessary/by January 15th for non-tenured

May/June

- Goal is evaluated
- Administrator and teaching assistant should meet for final evaluation and discussion of future goals throughout the year

Goal Setting

Goal Setting is a coordinated and collaborative approach between the District and the NTA to support professional development. The educational process is ongoing and involves change, reflection, flexibility, and assessment. The goal should not be viewed as an end but as a means to foster professional growth.

The acronym **SMART** (Specific, Measurable, Attainable, Reasonable, and Time-bound) helps define the scope and focus of a goal.

At the beginning of the school year, a teaching assistant will choose at least one of the eight (8) state mandated criteria for focus. In a collaborative effort between the teaching assistant and the administrator, the **Goal Assessment Option** will be formalized on or before October 1st on the appropriate **Goal Setting Form**.

The teaching assistant will work towards meeting the goal. In January/February, the tenured teaching assistant and the administrator will meet to discuss progress. Any collaborative adjustments will be outlined and the goal amended on the **Tenured Goal Setting Form**.

The non-tenured teaching assistant and the administrator will collaboratively assess the goal's progress and make necessary alterations on the **Non-Tenured Goal Setting Form** after observations/evaluations or as necessary.

The teaching assistant and the administrator should meet again to discuss the final evaluation. Future goals may be discussed.

Some examples of goals submitted by teachers participating in the 2004 - 2005 APPR Educator Pilot Project are included in **Sample Goals**. Use these educator goals as examples and as a guide in formulating a goal, if needed.

Tenured Teaching Assistants

Article IX of the Collective Bargaining Agreement also referred to as the Contract states that tenured teaching assistants "shall be observed/evaluated a minimum of one (1) time per school year."

In addition, all teaching assistants must have their performance reviewed annually based upon the criteria outlined in the Annual Professional Performance Review (APPR) document.

The **Timeline** is to be followed by the teaching assistant and the administrator.*

Annual Professional Performance Review (APPR) Planning Guide

1. Teaching Assistants will participate in an informational session which will explain the purpose and procedure of the APPR.
2. Teaching Assistants will then meet with the administrator to collaboratively select the goal for the year which will include at least one of the eight (8) state mandated criteria.
3. The **Goal Setting Form** will be completed collaboratively by the teaching assistant and the administrator on or before October 1st.
4. Teaching Assistants will meet with the administrator to discuss progress and document results on the **Goal Setting Form** in January/February. Adjustments will be made collaboratively and outlined on the **Goal Setting Form**. Both the teaching assistant's and the administrator's signatures are required on the form.
5. Administrators should meet with teaching assistants to discuss the final APPR evaluation by mid-May. The administrator and teaching assistant will sign the document before it is put in the teaching assistant's personnel file. The signature on the document does not indicate agreement with its contents. The signature indicates that the teaching assistant has received a copy of the document.

*For the purpose of the APPR, the supervisor/principal is referred to as the administrator. Administrators include directors, principals, vice-principals, assistant principals, and central office administrators.

Tenured Teaching Assistant Goal Setting Form

Teaching Assistant's Name: _____ **Assignment:** _____ **School:** _____

Goal(s):	**Criteria Number:**	**Strategies to Accomplish Goal(s):**	**Method(s) of Assessment Used:**
1. 2.			

Initial Conference:
Date: _____ Teaching Assistant's signature: _____ Administrator's signature: _____
Comments/ Adjustments:

_____

_____

_____

Mid-Point Conference:
Date: _____ Teaching Assistant's signature: _____ Administrator's signature: _____
Comments/ Adjustments:

_____

_____

_____

Final Conference: (see Teaching Assistant Evaluation Rubric)

Non-Tenured Teaching Assistants

Article IX of the Collective Bargaining Agreement also referred to as the Contract states that non-tenured or probationary teaching assistants "shall be observed/evaluated a minimum of two (2) times per school year."

In addition, all non-tenured teaching assistants must have their performance reviewed twice during the school year based upon the criteria outlined in the Annual Professional Performance Review (APPR) document.

The **Timeline** is to be followed by the teaching assistant and the administrator.*

Annual Professional Performance Review (APPR) Planning Guide

1. Non-tenured teaching assistants will participate in an informational session which will explain the purpose and procedure of the APPR.
2. Non-tenured teaching assistants will then meet with the administrator to collaboratively select the goal for the year which will include at least one of the eight (8) state mandated criteria.
3. The **Goal Setting Form** will be completed collaboratively by the non-tenured teaching assistant and the administrator on or before October 1st.
4. Non-Tenured teaching assistants will have formal observations as a means of guidance, assistance, and support throughout the year as per Article IX of the Contract.
5. Non-tenured teaching assistants will meet with the administrator to discuss progress and document results on the **Goal Setting Form** by January 15th. Adjustments will be made collaboratively and outlined on the **Goal Setting Form**. Both the non-tenured teaching assistant's and the administrator's signatures are required on the form.
6. Non-tenured teaching assistants will meet with the administrator to discuss the final APPR evaluation on or before May 15th. The administrator and teaching assistant will sign the document before it is put in the teaching assistant's personnel file. The signature on the document does not indicate agreement with its contents. The signature indicates that the teaching assistant has received a copy of the document.

*For the purpose of the APPR, the supervisor/principal is referred to as the administrator. Administrators include directors, principals, vice-principals, assistant principals, and central office administrators.

Non-Tenured Teaching Assistant
Goal Setting Form

Teaching Assistant's Name: _____ **Assignment:** _____ **School:** _____

Goal(s):	**Criteria Number:**	**Strategies to Accomplish Goal(s):**	**Method(s) of Assessment Used:**
1. 2.			

Initial Conference:

Date: _____ Teaching Assistant's signature: _____ Administrator's signature: _____

Comments/ Adjustments:

_____

_____

_____

Mid-Point Conference:

Date: _____ Teaching Assistant's signature: _____ Administrator's signature: _____

Comments/Adjustments:

_____

_____

_____

Final Conference: (see Educator Evaluation Rubrics)

Sample Goals

-to incorporate more cooperative learning activities and instructional strategies in order to connect with a variety of student learning styles;
-to use a variety of graphic organizers with students to improve content area writing;
-to integrate internet resources into existing curriculum;
-to work on student research projects as a total in-class project;
-to create and construct art/nature journals complete with illustrations and writing;
-to improve the public speaking skills of students;
-to improve reflective practices of students;
-to further incorporate the concept of tolerance into the classroom;
-to improve student development to a deeper understanding of humanity through the study of global literature;
-to increase Media Center based activities into the curriculum;
-to raise the awareness of childhood/teen obesity and to explore healthy lifestyle choices;
-to increase student awareness and knowledge of the world of work;
--to conduct an in-depth study of the "Orange Blossom Brigade" and the role that these Orange County, New York natives played in the Battle of Gettysburg during the Civil War;
--to collaborate with core teachers on interdisciplinary projects;
--to work with small groups made up of students with excessive classroom referrals;
--etc.

Teaching Assistant Evaluation Rubric

Criteria	*Successful Performance*	*Fails to Meet Expectations*
I. Content Knowledge	☐ Teaching Assistant displays solid understanding of the knowledge and skills required to serve students.	☐ Teaching Assistant displays little understanding of the knowledge and skills required to serve students.
	Comments:	Comments:
	☐ Teaching Assistant adheres to the District's policies, practices, and procedures.	☐ Teaching Assistant does not adhere to the District's policies, practices, and procedures.
	Comments:	Comments:
II. Preparation	☐ Teaching Assistant is punctual to school, meetings, and scheduled appointments.	☐ Teaching Assistant is not punctual to school, meetings, and scheduled appointments.
	Comments:	Comments:
	☐ Teaching Assistant organizes time well and functions in an efficient manner.	☐ Teaching Assistant does not organize time well and functions in an inefficient manner.
	Comments:	Comments:

III. Instructional Delivery	☐ Teaching Assistant demonstrates knowledge of students' backgrounds, skills, and interests.	☐ Teaching Assistant makes little or no attempt to acquire knowledge of students' backgrounds, skills, and interests.
	Comments:	Comments:
	☐ Teaching Assistant's presentation/work is clear and organized.	☐ Teaching Assistant's presentation/work is not clear or organized.
	Comments:	Comments:
	☐ Teaching Assistant communicates information effectively to students.	☐ Teaching Assistant does not communicate information effectively to students.
	Comments:	Comments:
	☐ Teaching Assistant serves by action and attitude as a positive model for students.	☐ Teaching Assistant does not serve by action and attitude as a positive model for students.
	Comments:	Comments:

IV. Classroom Management	☐ Teaching Assistant's interactions with students are positive and appropriate.	☐ Teaching Assistant's interactions with students are negative and inappropriate.
	Comments:	Comments:
	☐ Teaching Assistant sets clear expectations for student behavior and responds appropriately to student misbehavior.	☐ Teaching Assistant sets no clear expectations for student behavior and responds inappropriately to student misbehavior.
	Comments:	Comments:
V. Student Development	☐ Teaching Assistant supports, cooperates, communicates, and shares information with appropriate personnel to enhance student learning and development.	☐ Teaching Assistant does not support, cooperate, communicate, or share information with appropriate personnel to enhance student learning and development.
	Comments:	Comments:
	☐ Teaching Assistant advises and aids in preparing for future services, programs, or needs of students.	☐ Teaching Assistant does not advise or aid in preparing for future services, programs, or needs of students.
	Comments:	Comments

V. Student Development	☐ Teaching Assistant uses a variety of methods designed to meet student development.	☐ Teaching Assistant does not use a variety of methods designed to meet student development.
	Comments:	Comments:
VI. Student Assessment	☐ Teaching Assistant recognizes and accepts individual differences of students.	☐ Teaching Assistant does not recognize or accept individual differences of students.
	Comments:	Comments:
	☐ Teaching Assistant appropriately assesses students.	☐ Teaching Assistant does not appropriately assess students.
	Comments:	Comments:
VII. Collaboration	☐ Teaching Assistant effectively handles problems through communication with students, educators, administrators, and others.	☐ Teaching Assistant does not effectively handle problems through communication with students, educators, administrators, and others.
	Comments:	Comments:

VII. Collaboration (Continued)	☐ Teaching Assistant's relationships with students and other professionals are positive.	☐ Teaching Assistant's relationships with students and other professionals are negative.
	Comments:	Comments:
VIII. Reflective and Responsive Practices	☐ Teaching Assistant is actively involved in the process of meeting the needs of students.	☐ Teaching Assistant is not actively involved in the process of meeting the needs of students.
	Comments:	Comments:
	☐ Teaching Assistant maintains appropriate records and submits reports in a timely fashion.	☐ Teaching Assistant maintains appropriate records and submits reports in a timely fashion.
	Comments:	Comments:

Teaching Assistant's Signature: _____ **Date:**_____
Administrator's Signature: _____ **Date:**_____

____ Check if you wish to comment about this report, and attach three (3) copies of your comments to this report.

Personnel/File Copy
Administrator's Copy

Principal's Copy
Teaching Assistant's Copy

Educator Improvement Plan

An **E**ducator **I**mprovement **P**lan (EIP) is intended to help educators improve professionally. It is not intended to be used as a disciplinary tool or to gather evidence to terminate an educator.

An EIP is to be developed in collaboration with the educator and an administrator. At the request of the educator, a union representative may participate at the initial meeting and/or at any juncture in the process. The development of the EIP should be a professional, constructive conversation identifying solutions to problems and resources to help the educator.

In those cases where the need for performance improvement has been identified through the Article IX evaluation process or the regular **A**nnual **P**rofessional **P**erformance **R**eview process, an improvement plan will be designed to address performance concerns. Use either the **Educator Improvement Plan Form** or the **Educator Improvement Plan Chart** to complete the improvement plan.

The administrator will convene a conference with the educator at a mutually agreeable time to discuss the targeted performance area and to formulate a plan with specific recommendations to assist in improvement. A union representative may be used to assist in developing the plan. The educator and the administrator will jointly reflect on the area of growth and collaboratively develop a written plan. The EIP must be implemented within thirty (30) days following the initial conference.

The signatures of the educator and the administrator are required on the plan.

The EIP shall involve a period of at least sixty (60) days from the date of the conference. Any plan that extends past two semesters must be reviewed for extension, modifications, and/or termination of the plan. The Newburgh APPR criteria will be used to assess successful plan completion.

No provision of this process shall limit the rights of an individual under applicable state or federal laws, or other provisions of the NTA contract, nor limit or reduce powers and duties of the District Superintendent and the Board of Education.

The District may terminate a non-tenured educator pursuant to Section 3031 of the Education Law or a tenured educator pursuant to Section 3020-a of the Education Law on grounds unrelated to pedagogical performance or cases where the employee demonstrates an inability to maintain a safe environment within his or her area of responsibility.

* Each time the Educator Improvement Plan (EIP) is referenced in this document, it refers to a Teacher Improvement Plan (TIP) as referenced in the Commissioner's regulations.

Educator Improvement Plan Checklist

An EIP must include the following:

- Identification of the specific area noted on Educator Evaluation Rubric that is in need of improvement.
- Identification of specific objectives required for improvement.
- Description of specific activities designed to achieve self-improvement along with a timetable.
- Administrator's plan to assist educator to improve performance along with activities and a timeline.
- Criteria for measuring the educator's progress.
- Date outcome of the EIP is to be evaluated.

An EIP may include but is not limited to the following:

- Identification of multiple resources to help the educator including but not limited to mentors, the District's Professional Development Plan, the Teacher Center, BOCES, Higher Ed, personal counselors, the Employee Assistance Program, medical referrals, etc.
- Release time for courses, workshops, observations, mentoring that may occur on school time.
- Outline of any staff development required to assist the educator in the improvement of designated area of concern.
- Modeling of desired practices by an administrator, outside specialist, master teacher, mentor, and/or a National Board Certified Teacher.

Educator Improvement Plan Form

Date of initial determination of concern:

Date of collaborative conference:

I. List area to be improved.

II. Specific objectives for improvement.

III. Plan for self-improvement (activities and timeline).

IV. Administrator's plan to assist educator to improve performance (activities and timeline).

V. Criteria for measurement of progress.

VI. Date outcome of plan is to be evaluated.

Educator's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

School: _____

Educator Improvement Plan Chart

Area to be Improved	Objectives for Improvement	Self-Improvement Plan	Administrator's Plan to Assist Educator	Improvement Measurement Criteria	Plan Evaluation Timeline

Educator's Signature: _____ **Date:** _____

Administrator's Signature: _____ **Date:** _____

School: _____

APPENDIX III

TEACHING ASSISTANT/STUDENT ARRIVALS AND DISMISSALS

NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Ms. Onyx Peterson — Acting Superintendent of Schools

TBD — Deputy Superintendent
Dr. Elisa Correa-Soto — Asst. Superintendent, Secondary Curriculum & Instruction
Dr. Natasha Freeman-Mack — Asst. Superintendent, Chief Equity Officer
Ms. Marcie Heywood — Asst. Superintendent, PRE K - 2
Ms. Genieve Holder — Asst. Superintendent, Human Resources
Mr. Joseph McGrath — Asst. Superintendent, Chief Information & Data Officer
Dr. Shannon O'Grady — Asst. Superintendent, Elementary Curriculum & Instruction
Ms. Kimberly Rohring — Asst. Superintendent, Finance/Chief Financial Officer
TBD — Asst. Superintendent, Exceptional Learners

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
STARTING AND ENDING TIMES FOR SCHOOLS
2025-2026

SCHOOL	TEACHER ARRIVAL	TEACHER DISMISSAL	STUDENT ARRIVAL	BUS RELEASE	STUDENT WALKER DISMISSAL
NFA Main	7:05 AM	2:20 PM	6:40 – 7:00 AM	2:24 PM	Principal Discretion
NFA North	7:05 AM	2:20 PM	6:40 – 7:00 AM	2:24 PM	Principal Discretion
NFA West	7:05 AM	2:20 PM	7:05 AM	2:24 PM	Principal Discretion
Heritage MS	7:00 AM	2:15 PM	7:00 AM	2:12 PM	Principal Discretion
South MS	7:00 AM	2:15 PM	7:00 AM	2:15 PM	Principal Discretion
Meadow Hill K-8	8:00 AM	3:15 PM	8:00 – 8:15 AM	3:10 PM	Principal Discretion
Temple Hill K-8	8:00 AM	3:15 PM	8:05 – 8:15 AM	3:10 PM	Principal Discretion
GAMS K-5	8:00 AM	3:15 PM	8:15 AM	3:10 PM	Principal Discretion
VG STEAM	8:00 AM	3:15 PM	8:15 AM	3:10 PM	Principal Discretion
Balmville	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Fostertown	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Gardnertown	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Horizons	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
New Windsor	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Pre-K @ GAMS	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion

Onyx Peterson
Acting Superintendent

NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Dr. Jackielyn Manning Campbell Superintendent of Schools

Ms. Onyx Peterson	Deputy Superintendent
Dr. Elisa Correa-Soto	Asst. Superintendent, Secondary Curriculum & Instruction
Dr. Natasha Freeman-Mack	Asst. Superintendent, Student Support Services
Dr. Madeline Diamond	Asst. Superintendent, Human Resources
Mr. Joseph McGrath	Asst. Superintendent, Chief Information & Data Officer
Dr. Shannon O'Grady	Asst. Superintendent, Elementary Curriculum & Instruction
Ms. Kimberly Rohring	Asst. Superintendent, Finance/Chief Financial Officer
Ms. Michelle Mc Kitty-Bromley	Asst. Superintendent, Exceptional Learners

NEWBURGH ENLARGED CITY SCHOOL DISTRICT
STARTING AND ENDING TIMES FOR SCHOOLS
2026-2027

SCHOOL	TEACHER ARRIVAL	TEACHER DISMISSAL	STUDENT ARRIVAL	BUS RELEASE	STUDENT WALKER DISMISSAL
NFA Main	7:05 AM	2:20 PM	6:40 – 7:00 AM	2:24 PM	Principal Discretion
NFA North	7:05 AM	2:20 PM	6:40 – 7:00 AM	2:24 PM	Principal Discretion
NFA West	7:05 AM	2:20 PM	7:05 AM	2:24 PM	Principal Discretion
Heritage MS	7:00 AM	2:15 PM	7:00 AM	2:12 PM	Principal Discretion
South MS	7:00 AM	2:15 PM	7:00 AM	2:15 PM	Principal Discretion
Meadow Hill K-8	8:00 AM	3:15 PM	8:00 – 8:15 AM	3:10 PM	Principal Discretion
Temple Hill K-8	8:00 AM	3:15 PM	8:05 – 8:15 AM	3:10 PM	Principal Discretion
GAMS K-5	8:00 AM	3:15 PM	8:15 AM	3:10 PM	Principal Discretion
VG STEAM	8:00 AM	3:15 PM	8:15 AM	3:10 PM	Principal Discretion
Balmville	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Fostertown	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Gardnertown	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Horizons	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
New Windsor	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion
Pre-K @ GAMS	9:00 AM	4:15 PM	9:15 AM	4:00 PM	Principal Discretion

Ms. Onyx Peterson OP
Deputy Superintendent of Schools