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New Hyde Park-Garden City Park Ufsd And New Hyde Park Teachers Assn NYS PUBLIC EMPLOYMENT RELATIONS BOARD RECEIVED

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AGREEMENT

EXECUTIVE DIRECTOR

between

THE BOARD OF EDUCATION
NEW HYDE PARK-GARDEN CITY PARK
UNION FREE SCHOOL DISTRICT

and

THE NEW HYDE PARK TEACHERS' ASSOCIATION

July 1, 1997 - June 30, 2000

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ARTICLE I. AGREEMENT

- A. The Board of Education of the New Hyde Park-Garden City Park Union Free School District (hereinafter referred to as the "Board"), having determined that THE NEW HYDE PARK TEACHERS ASSOCIATION (hereinafter referred to as the "Association") is supported by a majority of the members of the unit described in Article II attached hereto, hereby recognizes the Association as the exclusive bargaining agent for the members of such unit. Such recognition shall extend until June 30, 2000, during which period of time the Board shall not recognize nor bargain with any other representative of the teachers included in the aforesaid unit.
- B. This agreement shall not preclude the right of an individual, not a member of the Association, to request a hearing through regular channels and procedures.

ARTICLE II. UNIT DEFINITION

- A. The members of this unit shall include classroom teachers and special teachers.
- 1. The <u>classroom teacher</u> is defined as a person holding a permanent or provisional certificate in the field of his/her employment, engaged by the Board as a full-time teacher, an extended-substitute teacher, or an itinerant-substitute teacher. The majority of time for which this person is employed must be spent in the teaching of children.
- 2. The <u>special teacher</u> is defined as a person holding a permanent or provisional certificate in the field of his/her employment, who is engaged by the Board as a full-time teacher, an extended substitute teacher, or an itinerant-substitute teacher. The majority of time for which this person is employed must be spent in teaching children a specific subject such as art, or performing a specific function directly related to the teaching of children, such as the librarian.

At the present time special teachers are employed by this District in the following categories: art, music (vocal), music (instrumental), health and physical education (boys and girls), library, speech, remedial reading, special education, science, enrichment, computer and English as a second language.

B. For the purpose of clarification in future years, this agreement does not cover itinerant teachers employed by the District to teach disabled children through the Vocational Education and Extension Board, the Board of Cooperative Services, or any other agency.

C. Excluded from the negotiating unit are the following: the Superintendent, Assistant to Superintendent for Business and Administration, building principals, supervisors, psychologists, social workers, nurses, the attendance officer, recreation employees, whether certified or noncertified, summer school employees, certified or noncertified, instructors of in-service programs certified or noncertified, part-time teachers, as well as all noncertified (Civil Service) employees.

A teacher of an in-service course who is not a fulltime member of the faculty is excluded from this unit.

ARTICLE III. PROFESSIONAL DUES DEDUCTIONS

- A. The District agrees to deduct membership dues for the Association from the salaries of teachers covered by this agreement, provided, however, that such teachers shall have authorized deduction for membership dues of the Association. All dues deduction authorizations shall be made in writing and signed by the teacher to whom it applies.
- B. The Association shall advise the District in writing as to the amount of such membership dues and the sums to be deducted from the regular paychecks of the teachers who have authorized the deductions. The District shall remit to the Association within thirty (30) days following such deduction the aggregate sum thereof, and shall make available to the Association such payroll records as will enable the Association to determine the persons for whom the deductions have been made and the amount deducted for each person.
- C. The aforesaid deduction authorizations shall be irrevocable during the term of this agreement and shall continue in force and effect for each successive year thereafter, unless the teacher notifies both the Board and the Association in writing by registered mail during the period from September 1st through September 10th that he or she desires that the Board discontinue the payroll deduction.
- D. The District shall deduct from the last paycheck of any teacher who leaves the District before the full amount of dues is deducted, the balance due the Association.
- E. The Association agrees to hold the District harmless in connection with dues collection made by the District on behalf of the Association.

ARTICLE IV. MAINTENANCE OF STANDARDS AND BENEFITS

A. All general conditions of employment practices and benefits, including but not limited to teaching hours, relief period, leaves and general working conditions, shall be maintained at not less than the prevailing standards in effect in the District at the time this agreement is executed; provided, however, that such conditions shall be improved for the benefit of teachers as required by the express provision of this agreement. This agreement shall not be interpreted or applied so as to decrease the professional advantages and benefits heretofore enjoyed by teachers unless expressly stated herein.

ARTICLE V. GRIEVANCE PROCEDURE

To enable employees to have an available procedure for resolving grievances, the following regulations are established:

- <u>1. Definitions</u> As used herein, the stated terms shall have the following meanings:
- a. "Employee" shall mean any classroom teacher or special teacher, or group of such teachers, included in the bargaining unit, or the Association itself.
- b. "Grievance" shall mean any claimed violation of the terms of this Agreement, or any claimed violation, misinterpretation or inequitable application of the existing bylaws, rules, regulations, or procedures of the Board of Education or the school district which pertain to the members of this bargaining unit; provided, however that such term shall not include any matter which, by law, is prohibited from being administered under this article.
- c. An "aggrieved party" is the employee, group of employees, or the Association making the claim or complaint.

2. Basic Principles

- I. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise from differences in interpretation or application of the provisions of this agreement.
- a. Every employee of this school district shall have the right to be represented by one (1) person of his or her

own choosing, or by a representative of the Association, at all stages of the grievance procedure.

- b. The grievance procedure shall not be used to adjust a complaint or claim where the law establishes a specific procedure and method of redress inconsistent with the procedure herein established or where the Board is without authority to act.
- c. The building principal, in the first step, and the Superintendent, in the second step, may designate a deputy to make a recommendation or determination. Such deputies shall have all the powers of the person designating them.
- d. By mutual agreement, the appropriate representatives of the parties may extend for stated periods of time any time limits provided for in this Article.
- e. Prior to proceeding with the formal grievance procedure, an effort shall be made, and at least one informal meeting shall be held, to resolve the specific dispute in an oral discussion with the immediate supervisor or building principals of the employee.
- f. All formal grievances shall be in writing, shall be submitted within fourteen (14) calendar days after the occurrence giving rise to the grievance and shall set forth in detail a clear and concise recital of the grievance and the relief requested.

3. Step One

The grievance shall be presented to the building principal of the employee or employees concerned therewith. Such principal shall, within three (3) days after receipt of the grievance, meet and confer with the employee or employees and their representative, if any. Within four (4) school days after said meeting, the building principal shall notify the employee, in writing, of his/her decision and the reasons therefor.

Step Two

If the employee presenting the grievance is not satisfied with the decision made by the building principal, the employee or his representative, within five (5) school days, may appeal to the Superintendent. The Superintendent shall meet and confer with the employee and/or the employee's representative within five (5) school days after receipt of the written appeal. The Superintendent, within seven (7) school days after the

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conclusion of said meeting, shall notify the employee, in writing, of his/her decision and the reasons therefor.

Step Three

If the employee presenting the grievance is not satisfied with the decision made by the Superintendent, the employee or the latter's representative may, within seven (7) days, request in writing a hearing and determination of the grievance by the Board of Education. The Board of Education, after receipt of such a written request from the employee shall consider the grievance at a regular or special meeting, at which time the employee and/or his/her representative shall be allowed to present evidence, facts and arguments to support his/her position. Within twenty (20) school days after the close of this meeting, the Board of Education shall, in writing, render its decision, including reasons therefor, a copy of which shall be sent to the employee presenting the grievance. This shall be the final stage of the grievance procedure, except that either party, at the conclusion of the grievance procedure, shall have the right to seek appropriate redress by court action.

ARTICLE VI. TEACHING CONDITIONS

A. HOURS

- 1. The regular daily hours of work for teachers shall be six (6) hours and fifty-five (55) minutes, including lunch, except as provided in A-5 below. All grades may be dismissed at the same time. Dismissal time for students shall be at the option of the District provided the teacher's day is not extended.
- 2. The teacher shall have the equivalent of one (1) preparation period of not less than thirty (30) minutes per day, per five (5)-day week.
- 3. Appointments with parents shall be scheduled by the teacher as soon as practical and not later than five (5) days from the date of request.
- 4. Teachers shall report twenty (20) minutes prior to the start of the regular student school day. Some teachers may be assigned to report thirty (30) minutes earlier but these teachers will have a comparable ten (10) minute earlier leave time than the rest of the teaching staff for each day they arrive earlier.

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5. Each academic year the Superintendent shall designate one day in each week, not necessarily the same day each week, for after-school faculty and other nonpupil-contact activities. The teacher's day shall be extended by fifty (50) minutes on that day for attendance at such meetings. (See Article XIII-E).

B. CLASS SIZE

- 1. Existing Board guidelines shall govern class size. In the event class size exceeds guidelines, the teacher involved and the representative of the Association will be notified as to reasons.
- 2. Class size in regularly scheduled special subjects (art, library, music, physical education) should not exceed thirty-five (35) children where feasible. In the event special class size exceeds guidelines, the teacher involved and representative of the Association will be notified as to the reasons.
- 3. Special subjects should be taught by the special teacher in each grade where feasible.
- 4. There shall be a substitute teacher, not necessarily a special teacher, provided for the special teacher whenever feasible. In the event no substitute teacher is provided for the absent special teacher, the teacher who is required to teach the class or classes of the absent special teacher shall be compensated at the rate of \$18.46 per hour in the 1997-98 school year; \$18.83 per hour in the 1998-99 school year; and \$19.21 per hour for the 1999-2000 school year. A good-faith effort will be made to rotate such duties.
- 5. Special subject teachers should have (when available) an appropriate room and other facilities which permit the effective discharge of their responsibilities to their pupils.
- 6. When the band is required to march on Memorial Day, the bandmaster must be present. He or she shall be given one regular school day off as compensation. This will be arranged with his/her building principal.

C. PARENT CONFERENCES

Teachers will be available for two (2) evenings of parent-teacher conferences annually in addition to the annual Back to School night. One-half (%) day will be selected by the Superintendent in the fall and in the spring for daytime Parent Teacher Conferences and one evening session of two and one-half

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(2 %) hours will be selected by the Superintendent for the fall and spring evening Parent Teacher Conferences. There will be a total of two (2) half days for Parent Teacher Conferences and two (2) evenings for Parent Teacher Conferences annually. Pre-K and Kindergarten teachers shall be granted equivalent time for parent conferences. At the Board's option, the District may schedule a full day of classes on Election Day in lieu of holding parent conferences.

D. FACILITIES

- 1. The Board shall provide in each school, rest rooms reserved for staff use and one room which shall be reserved for exclusive use as a faculty lounge. The Board shall provide an air conditioner of adequate size for the faculty lounge in each school building.
- 2. Teachers shall not be required to work under unsafe, unhealthy or hazardous conditions, or to perform tasks which endanger their health, safety or well-being, nor to work in rooms with inadequate ventilation or heating.

E. MATERIALS

All instructional material, textbooks and supplies shall be selected only after consultation with the teachers for whose pupils' use they are intended. In the event teachers do not receive supplies and materials ordered by them, they shall, upon request, be advised by the administration of the reasons for their failure to receive the same.

F. LUNCH PERIOD

All teachers shall be entitled to an uninterrupted lunch period of forty-five (45) minutes each day within which time they shall not be required to perform duties, subject to the teacher being on standby status on an equitable rotation basis to be available for emergency duty. Teachers who are not on standby status shall be free to leave the school building during lunch periods upon notification to the office.

G. NOTIFICATION OF ABSENCE

Teachers may call the night before they report their absence the next day, or they may call the morning of their absence beginning at 6:00 a.m. Teachers shall notify the District as far as possible in advance of an absence.

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H. SIGN-IN SHEET

Teachers will be required to sign in and out of the building, but are not required to indicate time.

I. SCHEDULING SPECIAL CLASSES

Scheduling of special classes shall be consistent and uniform among all schools so far as possible.

ARTICLE VII. ACADEMIC FREEDOM

- A. Consistent with the prescribed curriculum, academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study investigation presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, as long as these conform to good taste, are appropriate for the age of the students being taught and avoid religious or political proselytizing.
- B. The private and personal life, including religious or political activities of any teacher outside of school, is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's responsibilities and relationships with students and/or the school system.

ARTICLE VIII. STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. If a teacher is assaulted in connection with his/her employment, the teacher shall immediately give the Superintendent written notice of that fact. The Superintendent shall transmit such report to the Board forthwith. The Board and the Superintendent shall comply with any request from such teacher for information in their possession relating to the incident or the persons involved and will otherwise reasonably cooperate with the teacher in the event of a civil or criminal proceeding.
- C. If criminal or civil proceedings are brought against the teacher, alleging that the teacher committed an assault in connection with his/her employment, the District will, upon the teacher's request, provide legal counsel to defend the teacher in

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such proceedings, provided the teacher has a meritorious defense in accordance with § 3028 of the Education Law.

- D. The District agrees to save harmless and protect teachers from financial loss and will provide for their defense arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such teachers at the time of the accident or injury were acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board, to the extent set forth in § 3032 of the Education Law.
- E. Whenever teachers are absent from employment and unable to perform their duties as a result of personal injury occurring in the course of their employment, for which they are eligible to receive Workers' Compensation payments, they will be paid their full salary for the period of their absence, less the amount of any Workers' Compensation award made for disability due to said injury. No part of such absence will be charged to their annual or accumulated sick leave unless the same is covered by Workers' Compensation benefits. The District may request a reasonable number of physical examinations by a doctor selected by mutual agreement with the Association.
- F. The District will reimburse teachers for the cost of replacing or repairing dentures, eyeglasses or other physical aids not covered by Workers' Compensation or other insurance, destroyed or lost as a result of an injury sustained without fault on the part of a teacher in the course of his or her employment.

ARTICLE IX. PROFESSIONAL BEHAVIOR

A. In the event a teacher is reprimanded, warned or disciplined for any alleged infraction of rules or regulations or delinquency in professional performance, other than observation reports, he/she shall be advised in writing of his/her right, before such matter becomes a part of his/her personal folder or record, to have present a representative of the Association to review such action with the school supervisor involved. All reprimands, warnings or disciplinary action for any alleged infraction shall be in camera. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative by the Association is present.

B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. However, an incident which has not been reduced to writing within thirty (30) days of discovery of its occurrence, exclusive of the summer vacation period, may not later be added to the file. Every teacher, upon his/her request and with reasonable notice, shall have the right to inspect all material contained in his/her personnel folder, except confidential pre-employment materials.

ARTICLE X. QUALIFICATION AND EMPLOYMENT OF NEW TEACHERS

A. No teacher shall be employed by the District for a regular teaching assignment unless such teacher has a Bachelor's Degree from an accredited college or university. The employment of teachers upon special certificates shall be permitted only in cases of absolute necessity, where the teacher to be employed has outstanding qualifications. In such instance, the Association shall be notified in writing prior to employment of the teacher.

ARTICLE XI. TEACHER EVALUATION

- A. Teacher evaluation and observations shall be conducted for the purpose of improving the proficiency and quality of educational instruction. When insufficiencies occur, the administration and the Association shall make every effort to assist the teacher in correcting the same.
- B. The work performance of all teacher shall be evaluated in writing at regular intervals and the teacher shall be advised of the same. Any teacher dissatisfied with his/her evaluation shall have the right to raise the same as a grievance under this agreement.
- C. A probationary teacher whose services are to be terminated and who, under law, is entitled to a written statement of reasons for the termination upon his or her request, shall be given an oral explanation of such statement by the Superintendent or his/her designee when the written statement is made available. The administrator(s), if any, who recommended termination to the Superintendent shall be present at this time, if available. Said

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teacher may have a representative of the Association present during such explanation.

ARTICLE XII. VACANCIES, PROMOTIONS AND ASSIGNMENTS

- A. 1. All vacancies in promotional positions, as defined in Paragraph B of this article, shall be posted in every school, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
- 2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) days before such date.
- 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or the Superintendent's designated administrator within the time limit specified in the notice.
- Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the positions they desire to apply for, and an address where they can be reached during the summer vacation period. Insofar as possible, the Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position, including the duties and salary. Such notice shall be sent as far in advance practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time periods, post a list of promotional positions to be filled during the summer vacation period on a bulletin board at the administration office and shall send such list to the Association.
- B. Promotional positions are defined as follows: positions not on the basic salary schedule for teachers and/or positions on the administrator-supervisory level, including but not limited to positions as principal, assistant principal and department head, and administrator of public and governmental funds and projects. Qualified teachers shall be afforded the opportunity to apply for administrative positions in all new programs, temporary as well as permanent, on an equal basis with administrators.

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- C. In making all appointments to the aforesaid vacancies and openings, consideration shall be given to service in the District, qualifications and experience. They shall be made without regard to age, race, creed, color, religion, nationality, marital status or ancestry, unless based upon a bona fide occupational qualification. Upon request, unsuccessful applicants for such a position shall be given, either orally or in writing, as the applicant specifies, the reason for his or her rejection.
- D. All after-school tutoring positions shall be first offered to teachers regularly employed in the District, provided there are sufficient qualified applicants.
- E. Consistent with the educational program and needs of the District, consideration shall be given to teachers' preferences as to grade and class-level assignment. Teachers will be apprised by June 1st of each year of the anticipated District vacancies, and they will be given the opportunity to apply for such positions. Consideration will be given to length of service in the District as well as the educational needs of the pupils in filling these vacancies.
- F. A teacher being considered for transfer or reassignment shall be so notified thirty (30) days prior to the date of the intended action. The teacher shall be afforded an opportunity to discuss the proposed action with the Chief Administrator or the Building Principal(s) within fifteen (15) days following receipt of such notice.
- G. All summer school positions shall first be offered to teachers regularly employed in the District. The Board may hire non-District applicants when there are insufficient applicants from within the District to fill the available positions.
- H. If the position of a tenured teacher is abolished and if said teacher is certified in another tenure area in which there is a teaching vacancy anywhere in the District, said teacher shall thereupon be given preference in appointment to that vacancy. If the position of a nontenured teacher who has served satisfactorily for at least one (1) year is abolished, said teacher, in accordance to seniority, shall be given preference in appointment to any vacancy in the District in the tenure area in which he or she is certified and has taught in the District. If no appropriate full-time vacancy exists, said tenured and nontenured teachers referred to above, in accordance with seniority, shall be given preference in assignment as part-time or perdiem teacher in the area in which they have taught.

ARTICLE XIII. RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Association and its representatives shall have the right to use appropriate meeting rooms in the school buildings at all reasonable hours for its meetings, provided that sufficient prior notice is given to the appropriate school principal and such use does not interfere with normal school operations.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property and in all school buildings at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association shall have the right to use school facilities and equipment, when available, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, which equipment shall be kept in good repair and operation at the expense of the District. The Association shall pay for the reasonable cost of all materials and supplies incident to such use at the cost to the School District.
- D. The Association shall have the right to post notices without prior approval or notification, of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each faculty room of each school building. The Association may use the inter-school delivery service, as available, and teacher mail boxes for communications to teachers, provided that the Administration receives a copy of the subject matter. Announcements of meetings may be listed on school activity bulletin boards and, in addition, a clear plastic container shall be provided and permanently located next to the teacher sign-in register to contain notices of the Association.
- E. The Association building representative may call a meeting of the Association members which will not interfere with the instructional program and which will occur before classes begin or after regular dismissal of children. Arrangements will be made for the time and place of meeting through the Principal's office. The Association shall have the right to use every fourth fifty (50) minute after-school meeting day for Association meetings (See Article VI A-5).
- F. The Association shall receive notice and the agenda for every open Board meeting at the same time as the public.

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- G. The Association building representative shall be given the opportunity at regular building faculty meetings to present brief reports and announcements.
- H. The Association shall be given half an hour on the agenda of the Orientation Program for teachers at the first District faculty meeting, the half hour being placed at the discretion of the Superintendent. The Association shall be permitted to conduct a separate meeting for all new teachers on Orientation Day.
- I. Teachers serving on committees dealing with the terms of this contract shall be designated by the Association.
- J. The Superintendent, or his designee, shall meet with representatives of the Association six (6) times a year for discussion purposes. An agenda will be submitted by each side to the other at least one week prior to the scheduled meeting.
- K. The District agrees to furnish to the Association all available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers. The official agenda for each Board meeting will be transmitted to the Association no later than the morning of the day prior to such meeting or as soon thereafter as possible. Five (5) copies of minutes of the Board meeting will be transmitted to the Association as soon as possible following the meeting at which they are approved.
- L. The District agrees to print in booklet form a sufficient number of copies of this agreement in order to distribute a copy to each teacher covered thereby.
- M. A representative of the Association shall be permitted to address the faculty before or after all faculty meetings. A representative of the Association shall also be permitted to address new teachers on Orientation Day.
- N. The Association President or a designee shall be allowed a total of two (2) days' absence with pay to attend professional conventions. In the event of co-presidents, each shall have one (1) day.
- O. The Association President is entitled to have telephone equipment installed at a mutually-agreed-upon location, in the building to which the said President is assigned. In the event of co-presidents, there shall still be one (1) telephone. It is understood that all installation, leasing and usage costs will be paid by the Association.

ARTICLE XIV. PROFESSIONAL COMPENSATION

- A. 1. a. The salary schedule effective July 1, 1997 through June 30, 1998 will be as on Appendix A.
- b. The salary schedule effective July 1, 1998 through June 30, 1999 will be as on Appendix B.
- c. The salary schedule effective July 1, 1999 through June 30, 2000 will be as on Appendix C.
- 2. Salary advancement to a new column shall occur on September 1st and February 1st.
- 3. Teachers who notify the District during designated sign-up periods may have direct deposit of paychecks provided the District's bank agrees to do so.
- B. Teachers who are required in the course of their work to drive personal automobiles from one school building to another shall receive a transportation allowance payable at the I.R.S. rate. Such allowance shall also be granted for use of personal automobiles on field trips or other business of the District, if such use is required.
- C. All teachers required to attend extra-curricular activities, including after-school recreation, during afternoon or evening hours shall be compensated for such services at the rate of \$19.70 per hour in the 1997-98 school year; \$20.09 per hour in the 1998-99 school year; and \$20.50 per hour in the 1999-2000 school year, or fraction thereof, to a maximum of two (2) hours. In the event that extenuating circumstances exist, including but not limited to a situation such as children not being picked up by parents within the two (2)-hour period thus extending the activity beyond two (2) hours, teachers will be paid the appropriated compensation for the period beyond the two (2) hours upon approval by the building principal. This shall not change the practice of attending, without compensation, the traditional parent meetings, etc.
- D. Teachers directing programs in Safety Patrol, Student Council, Sixth Grade Yearbook Editor and Yearbook Art Editor and School Newspaper and management of the School Store in Manor Oaks, Garden City Park School, Hillside Grade School and the New Hyde Park Road School, shall be compensated therefor at the rate of \$319.26 per year in the 1997-98 school year; \$325.65 per year in the 1998-99 school year and \$332.16 per year in the 1999-2000 school year.

- E. Teachers who are requested by the Superintendent or the Superintendent's designee to write curriculum, outside the school day, and who write the said curriculum, shall be compensated upon completion of the project at a flat rate to be determined by the Superintendent. The teacher shall be informed of the flat rate, as well as what is expected of the teacher with respect to the writing of the curriculum at the time the said request is made. The teacher shall have the right to decline the request.
- F. Teachers appointed to District committees by the Superintendent (contractual committees excluded) in attendance at meetings of said committees called by the Superintendent, shall be compensated at the rate of \$20.92 per hour in the 1997-98 school year; \$21.34 per hour in the 1998-99 school year; and \$21.77 per hour in the 1999-2000 school year.
- G. The teacher who is required to teach the class of an absent special teacher when no substitute is available shall be compensated at the rate of \$18.46 per hour in the 1997-98 school year; \$18.83 per hour in the 1998-1999 school year; and \$19.21 per hour in the 1999-2000 school year.

ARTICLE XV. INSURANCE BENEFITS

The Board shall provide the following insurance programs for each teacher covered by this agreement:

- A. Health Insurance: For individual, individual and dependents and dependent students, pursuant to a plan to be selected at the option of the teacher, such plan to be one of the following or a plan substantially similar thereto: The Empire Plan or HIP/HMO. The District shall pay 90% of the premium for individual and for dependent coverage for those teachers selecting the same. The teacher who participates in health insurance coverage shall contribute 10% of the premium cost toward individual health insurance coverage or family health insurance coverage.
- B. Health Insurance Declination: On each July 1st, a teacher may decline either family or individual health insurance coverage for one year. On the anniversary date of this declination the teacher will receive a bonus equal to \$750.00 if the teacher declines individual coverage and \$1,500.00 if the teacher declines family coverage. The teacher may elect to have coverage prior to the end of the year with the consent of the carrier, but the teacher shall not be eligible for the bonus unless the declination is in effect for one year.

- C. Dental Insurance: An improved dental insurance program will be provided. The payment for said insurance is to be approximately \$132.48 for the year per participating member, except that the Board shall pay any increase in the premium for the same coverage during the life of this contract. The District will provide individual dental insurance for teachers. The District will apply for family dental insurance coverage at no cost to the District and those teachers who wish such coverage shall pay the difference between individual and family coverage. Teachers may elect to participate in the CSEA dental insurance program of the District at no additional cost (\$132.48 per annum) to the District provided the CSEA dental program accepts their application.
- <u>D. Life Insurance</u>: \$5,000 Life and Accidental Death and Dismemberment.

ARTICLE XVI. LEAVES - ABSENCES

ABSENCES

- A. Permitted Absences Cumulative: Twelve (12) school days' absence without salary deduction shall be permitted annually for purposes indicated below.
- 1. Personal Illness Other than contagious diseases contracted through classroom duties, or injury sustained while performing scheduled duties. "Contagious diseases" includes chicken pox, conjunctivitis, Fifths disease, measles, mumps, pertussis, rubella and scarlet fever. If a child in the teacher's classroom had one of the above diseases and came to school during the incubative (contagious) phase of the disease and the teacher contracts the disease during the normal incubation period the teacher will be paid for the absence resulting therefrom without it being charged to sick days as has been previously implemented under Article XVI, A-1.
- All school personnel absent for a period of four (4) consecutive days or more because of illness, shall be required to present a doctor's certificate to the Superintendent, upon his/her request.
- 2. Illness in Immediate Family Close relative or one who has lived closely so as to become a member of immediate family (parent, child, brother, sister, grandparent, grandchild, husband, wife, parent of husband or wife, or any relative residing in the personal household of the teacher).

Unused days shall be cumulative, without limit, and are to be utilized for the purpose of personal illness. This leave is extended to cover sickness in the immediate family up to twenty (20) days, provided these have been accumulated. Absence on school days beyond credited days will result in a deduction in salary at the rate of 1/200th of teacher's annual salary.

- B. Permitted Absences: Business Days All teachers shall be entitled to a maximum of three (3) personal days per school year, to be used for the following purposes:
- 1. Legal $\underline{e.g.}$, appearance in court, house closing, necessary meetings with attorney.
- 2. Religious e.g., observance of religious holidays, required church attendance.
- 3. Household e.g., required presence at home because of furniture or appliance delivery or household repair.
- 4. Family e.g., attendance at weddings, funerals, school conferences.

An aggregate of fourteen (14) days of the unused twelve (12) days permitted for personal illness and the three (3) days permitted for business may be accumulated each school year.

Application for such leave shall be made on the attached form and when practicable shall be submitted at least three (3) days prior to the day or days requested.

However, in the absence of special circumstances described by the teacher and found acceptable to the Superintendent, such leave shall not be granted on a Friday or a Monday, or on a school day immediately preceding or immediately following a school holiday or vacation.

- C. Bereavement Leave Teachers will also be allowed up to five (5) days' bereavement leave in the event of the death of a parent, spouse, child and three (3) days' bereavement leave for anyone living in the same household regarded as family.
- D. Terminal Pay Upon Retirement: At the time of retirement (only) the employee will be reimbursed for accumulative sick/business days as follows: for those with fifteen (15) or fewer years of service, 25% times the number of accumulative sick/business days times 1/200th of annual salary of said employee during the last year of actual service to a maximum of fifty (50) days' pay; for those with more than fifteen (15) years of service, 30% times the total number of accumulative sick/business

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days times 1/200th of annual salary of said employee during the last year of actual service, to a maximum of sixty (60) days' pay. In the event of death of a teacher in service before retirement, money due said teacher for unused accumulated sick/business days will be paid to the estate of the individual, in accordance with the foregoing formulas.

- E. Jury Duty: Teachers shall be granted time off with pay to the extent necessary to perform jury duty, but shall be required to reimburse the District for any pay received from the Government for such duty. Teachers to request on-call jury service where available.
- F. Leave for Serious Illness: A leave of absence of up to one school year may be granted by the Board of Education at its' discretion, with half pay, to a member of the faculty for reasons of poor health. This leave will be granted only when the necessity thereof is certified by the school physician. A faculty member on leave shall not receive compensation in any other employment during the period of such leave. The period of such leave shall count as regular employment in the School District for all purposes.

G. Child-bearing and/or Child-rearing:

1. Child-bearing

- a. A teacher who is medically unable to fully perform the role of the teacher due to pregnancy or a pregnancy-related illness may utilize sick leave provisions in the same way as any other teacher who is ill.
- b. The Superintendent of Schools shall receive the required medical certification of the teacher's physical ability to perform her duties prior to the time the teacher returns from this leave.

2. Child-rearing

a. The District shall grant teachers a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two (2) months before the leave is schedule to begin. The leave of absence shall be without pay and the step increment will not accrue. The leave shall commence and end at a date mutually agreed upon by the District and the applicant, and shall take into consideration both the best interest of the teacher and pupils concerned. In the event of a disagreement as to when the leave shall end, the teacher shall return at the start of the next semester. In the event of a disagreement as to when the leave shall start, the

leave shall begin not later than the time that the individual is physically unable to perform his/her duties.

- b. A child-rearing leave may be extended up to two (2) full years and the teacher shall return on the date immediately preceding the opening day of school or any date mutually agreed upon by the District and the Association.
- c. Child-rearing leave may begin prior to the birth of the child.
- d. Child-rearing leave may be utilized for adoption of children up to school age.

3. Returning from leave

- a. All benefits and rights accumulated by a faculty member prior to the effective date of the leave of absence shall be resumed upon return to service except that this will not conflict with other portions of the contract.
- b. Seniority and salary increments shall not accrue to persons on child-rearing leave.

H. Catastrophic Leave:

- 1. A tenured teacher shall be eligible to apply to the Superintendent for a paid catastrophic leave if they are suffering from a major illness, requiring a prolonged absence of one month or more.
- 2. The sick-leave bank was created by placing into the bank the days then held (44) as well as each teacher contributing from his/her personal leave one (1) day and the District also contributing one (1) day for each teacher.
- 3. The date of the onset of the illness will be recommended by the teacher's attending physician. From that date the catastrophic illness leave will be used provided that the teacher's accumulated sick leave has been exhausted. If the accumulated sick leave has not been exhausted, the teacher will use that leave first, then the catastrophic illness leave.
- 4. The maximum draw by a teacher from the bank shall not exceed seventy-five (75) days during the life of the contract.
- 5. In the event the number of days in the sick leave bank falls below a number that is twice or less the number of teachers on staff, the teachers will contribute the number of

days necessary to bring the bank up to the aforesaid level. The replenishment of the bank will be accomplished by each teacher contributing from his/her accrued leave time.

ARTICLE XVII. EXTENDED LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher, upon application and approval by the Board, for the purpose of participating in exchange teaching programs in other states, territories or countries, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.
- B. A leave of absence of up to two (2) years may be granted to any teacher, upon application and approval of the Board, for the purpose of participating in foreign or military teaching programs, provided said teacher states his/her intention to return to the school system. Upon return form such leave, a teacher shall be placed at the same position on the salary schedule as the teacher was when he/she went on leave. If the teacher returns during a semester, the teacher shall be given priority on the list of substitutes.
- C. A leave of absence of up to two (2) years may be granted to any teacher, upon application and approval of the Board, for the purpose of joining the Peace Corps, Vista, Teachers' Corps, or Job Corps, as a full-time participant in such program, provided the teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had he/she taught in the District during such period.
- D. A leave of absence of up to two (2) years may be granted to any teacher, upon application and approval of the Board, for the purpose of serving as a full-time officer of or on full-time staff of the NYSUT or AFT; or any other national or state professional organization devoted to the teaching profession or for the purpose of accepting a position with a public or private professional or educational organization or company, if such service is deemed by the Board to inure to the benefit of the pupils. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as the teacher would have been had he/she taught in the District during such period.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist in lieu of

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induction for military duty in any branch of the Armed Forces of the United States. Upon return from such leave for the duration of his/her induction or first enlistment, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had he/she taught in the District during the period.

F. A leave of absence may be granted by the Board of Education for any other reasons deemed satisfactory by the Board of Education.

ARTICLE XVIII. TAX-SHELTERED ANNUITIES AND/OR NASSAU EDUCATORS FEDERAL CREDIT UNION

The District shall accept application from interested members of the professional staff for reduction in or deduction from the contract salaries, the amount of such reductions to be remitted to a tax-sheltered annuity program. The carriers, not to exceed six (6) in number, shall be designated by the Association with the approval of the Board, which approval shall not be unreasonably withheld; provided, however, that teachers are eligible to participate in whatever plans the Board may designate.

ARTICLE XIX. SCHOOL CALENDAR

The school calendar of the New Hyde Park-Garden City Park Union Free School District for the year 1997-98 shall be as set forth in Schedule "D" attached hereto. The total number of teacher workdays shall be 183. Easter Monday shall be a holiday on the school calendar.

ARTICLE XX. STUDENT TEACHERS

- A. No student teacher shall be accepted from a college or university which does not offer graduate studies.
- B. The cooperating teacher shall be informed beforehand of the honorarium given by the college.

ARTICLE XXI. NO DISCRIMINATION

A. Neither the Board nor the Association will discriminate or take reprisals against any teacher with respect to terms or

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conditions of employment by reason of his or her membership or lack of membership in the Association or any other employee organization; participation in the activities of the Association, or in the concerted activities; or initiation or processing of any grievance under this agreement.

B. The Board and the Association further agree that each will not discriminate against any teacher by reason of race, color, religion, national origin, sex, age or dress.

ARTICLE XXII. CONFORMITY TO LAW - SAVINGS CLAUSE

The parties hereto shall comply with all provisions of this agreement, unless and until any provision of provisions are held to be contrary to law by the Court of Appeals of the State of New York or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are held to be unlawful, the remaining provision of this agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provisions in lieu thereof.

ARTICLE XXIII. GENERAL COVERAGE

All regular full-time teacher are entitled to all fringe benefits. A full-time teacher who is reduced to part-time and who serves at fifty (50%) or more times shall continue to receive full benefits.

ARTICLE XXIV. PROTECTION OF TEACHERS

A. ". . . each board of education . . . shall provide an attorney or attorneys for and pay such attorneys' fees and expenses necessarily incurred in the defense of the . . . employee in any civil or criminal action or proceedings arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment."

(New York State Education Law, 1960, Cumulative Supplement, Article 61, Sec. 3028).

B. A teacher shall not be charged for absence incurred under "A" above or as the result of being away from a teacher

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assignment to appear as a witness for the Board pursuant to school connected legal matters.

ARTICLE XXV. PROTECTION FROM ARBITRARY ACTION

If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement for all professional compensation lost. If the teacher shall have been found to have been improperly deprived of any professional compensation, leave or benefit, the same or the equivalent shall be restored to the teacher.

Whenever any charge, complaint or allegation of improper conduct is made to the Board or any of its Administrators by any person or persons against any teacher, such teacher shall be promptly advised in writing of the same by the Board or such Administrator, if disciplinary procedures or adverse actions are contemplated. The teacher shall be given an opportunity to discuss the charge or complaint with the appropriate Administrator prior to any adverse action being taken and shall have the right to have a representative of the Association present at such discussion.

ARTICLE XXVI. REIMBURSEMENT FOR COURSE EXPENSES

Where a teacher is required by the Board to take any special courses or training, the District shall reimburse the teacher for all expenses pertaining thereto, <u>including the cost</u> of tuition

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ARTICLE XXIX. CIVIL SERVICE LAW, SECTION 204-a

IN ACCORDANCE WITH ARTICLE XIV OF THE CIVIL SERVICE LAW, SECTION 204-a, IT IS UNDERSTOOD AND 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.

ARTICLE XXX. TERM OF THE AGREEMENT

This agreement shall be effective July 1, 1997, and shall continue in force and effect to and including June 30, 2000. Negotiations for a successor contract shall commence on or before November 1, 1999; either party may declare existence of an impasse after January 1, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 1997.

THE BOARD OF EDUCATION OF THE NEW HYDE PARK-GARDEN CITY PARK UNION FREE SCHOOL DISTRICT

President

Superintendent of Schools

THE NEW HYDE PARK TEACHERS'

ASSOCIATION

By Kithis &

resident/Negotiator

Ву

Co-President/Negotiator

APPENDIX A

NEW HYDE PARK-GARDEN CITY PARK U.F.S.D. TEACHER SALARY SCHEDULE JULY 1, 1997 - JUNE 30, 1998

STEP	BA	BA+15	¹ BA+30	¹BA+45 MA	¹ BA+60 MA+15	MA+30	DOC VII
	I	II_	III	IV	V	VI	
1	33,329	34,992		38,325	39,990	41,656	MA+30+\$492
	34,992	36,669		39,990	41,656	43,325	
11	36,659	38,325		41,656	43,325	44,988	
	38,325	39,990		43,325	44,988	46,654	
11	39,990	41,656		44,988	46,654	48,321	
6	41,656	43,325		46,654	48,321	49,988	
7	43,325	44,988		48,652	50,320	51,985	
8	44,988	46,654		50,656	52,322	53,987	
11	46,654	48,321		54,655	54,319	55,986	
4	48,321	49,988	51,656	56,654	56,318	57,983	
14	49,988	51,656	53,319	56,654	58,320	59,983	
	51,656	53,319	55,321	58,651	60,320	61,991	
1	53,319	55,321	57,321	60,654	62,316	63,988	
	55,321	57,321	59,318	62,652	64,320	65,987	
	57,321	59,318	61,319	64,651	66,317	67,984	
16	59,318	61,319	63,318	66,655	68,317	69,985	

LONGEVITY STEPS

Step	17	\$1,200
Step	20	775
Step	21	1,200
Step	25	775
Step	26	1,200

 $^{^{1}}$ Not Available to individuals hired after 2/1/77

APPENDIX B

NEW HYDE PARK-GARDEN CITY PARK U.F.S.D. TEACHER SALARY SCHEDULE JULY 1, 1998 - JUNE 30, 1999

STEP	ва	BA+15	¹ BA+30	¹BA+45 MA	¹ BA+60 MA+15 V	MA+30 VI	DOC VII
	<u>_</u>	II	III	IV			
1	33,996	35,692		39,092	40,790	42,489	MA+30+\$502
2	35,692	37,402		40,790	42,489	44,192	
3	37,392	39,092		42,489	44,192	45,888	
4	39,092	40,790		44,192	45,888	47,587	
5	40,790	42,489		45,888	47,587	49,287	
6	42,489	44,192		47,587	49,287	50,988	
7	44,192	45,888		49,625	51,326	53,025	
8	45,888	47,587		51,669	53,368	55,067	
9	47,587	49,287		53,708	55,405	57,106	
10	49,287	50,988	52,689	55,747	57,444	59,143	
11	50,988	52,689	54,385	57,787	59,486	61,183	
12	52,689	54,385	56,427	59,824	61,526	63,231	
13	54,385	56,427	58,467	61,867	63,562	65,268	
14	56,427	58,467	60,504	63,905	65,606	67,307	
11	58,467	60,504	62,545	65,944	67,643	69,344	
16	61,038	63,097	65,154	68,588	70,298	72,015	

LONGEVITY STEPS

Step	17	\$1,200
Step		775
Step	21	1,200
Step	25	775
Step	26	1,200

 $^{^{1}}$ Not Available to individuals hired after 2/1/77

APPENDIX C

NEW HYDE PARK-GARDEN CITY PARK U.F.S.D. TEACHER SALARY SCHEDULE JULY 1, 1999 - JUNE 30, 2000

STEP	BA T	BA+15 II	¹BA+30	¹BA+45 MA IV	¹ BA+60 MA+15 V	MA+30 VI	DOC VII
			111				
1	34,676	36,406]	39,874	41,606	43,339	MA+30+\$512
2	36,406	38,150		41,606	43,339	45,076	
3	38,140	39,874		43,339	45,076	46,806	
4	39,874	41,606		45,076	46,806	48,539	
5	41,606	43,339		46,806	48,539	50,273	
6	43,339	45,076		48,539	50,273	52,008	
7	45,076	46,806		50,618	52,353	54,086	
8	46,806	48,539		52,702	54,435	56,168	
9	48,539	50,273		54,782	56,513	58,248	
10	50,273	52,008	53,743	56,862	58,593	60,326	
11	52,008	53,743	55,473	58,943	60,676	62,407	
12	53,743	55,473	57,556	61,020	62,757	64,496	
13	55,473	57,556	59,636	63,104	64,833	66,573	
14	57,556	59,636	61,714	65,183	66,918	68,653	
15	59,636	61,714	63,796	67,263	68,996	70,731	
16	62,808	64,927	67,043	70,577	72,337	74,103	

LONGEVITY STEPS

Step	17	\$1,200
Step	20	775
Step	21	1,200
Step	25	775
Step	26	1,200

¹ Not Available to individuals hired after 2/1/77

SALARY REGULATIONS

Definition of Classifications 1.

Class I BA or Equivalent

15 hours of approved credit taken subsequent to receipt Class II

of BA.

Class III BA degree plus 30 hours of approved credit, taken

subsequent to receipt of BA. BA + 45 not available to

teachers hired after 2/1/77.

Class IV MΑ

> BA plus 45 hours of approved credit taken subsequent to receipt of BA. BA + 45 not available to teachers hired

after 2/1/77.

MA plus 15 hours of approved credit subsequent to Class V

receipt of MA.

BA plus 60 hours of approved credit taken subsequent to

receipt of BA. BA + 60 not available to teacher hired

after 2/1/77.

Class VI MA plus 30 hours of approved credit taken subsequent to

receipt of MA.

Class VII Must meet all requirements of Class VI and have earned

Ph.D. or Ed.D. However, no increment, of course, shall be accorded for a doctorate degree, but the Board of Education shall have the power in each case to grant or

deny the increment as it deems advisable.

2. Credits for advancement on the salary schedule may be earned either through graduate credit or in-service credit courses.

- Payments for teachers who qualify for advancement to another class on 3. the salary schedule shall be retroactive to the first day of the month subsequent to the date credits were earned, as shown on the transcript, in sufficient number to warrant such advancement. Such retroactive payments shall be made in the first convenient paycheck following the receipt of evidence that such credits have been earned.
- 4. All teachers covered by this agreement shall be paid twice monthly, on the 15th and the last business day of the month. On request, prior to the computation of first payroll for the school year, teachers shall have the option of being paid on a twelve (12) - month basis. Teachers who choose the twelve (12) - month basis shall receive the balance of their salary in their final paycheck in June.

1997-1998

NEW HYDE PARK - GÁRDEN CITY PARK SCHOOLS

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Adopted at Board of Education Meeting 4/14/97

September

- 1 Labor Day
- 2 Superintendent's Conference Day Teachers Report
- 3 Students First Day of School

October

- 2 Rosh Hashanah 2 3
- 13 Columbus Day
- 31 1/2 Day-Superintendent's Conference

November

- 3 Report Cards Distributed
- 4 1/2 Day-Parent/Teacher Conference 1/2 Day-Superintendent's Conference
- 10 Parent Teacher Evening Conference
- 11 Veterans Day
- 27 Thanksgiving Recess Nov 27 28

December

24 Christmas Recess Dec.24 - Jan 2

January

- 1 New Year's Day
- 19 Martin Luther King Day
- 20 Report Cards Distributed
- 30 1/2 Day-Superintendent's Conference

February

16 Winter Recess - February 16 - 20

April

- 3 Report Cards Distributed
- 7 Parent/Teacher Conference-Evening
- 8 1/2 Day-Superintendent's Conference 1/2 Day-Parent/Teacher Conference
- 9 Spring Recess April 9 17

May

25 Memorial Day

June

23 Report Card Distribution Last Day of Class

- Superintendent's Conference Day All Day 0 Teachers Report
- Superintendent's Conference Day 1/2 Day Δ
- Parent/Teacher Conference ∇
- Superintendent's Conference Day 1/2 Day Parent/Teacher Conference - 1/2 Day

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