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PROPOSED

NEGOTIATION AGREEMENT

BETWEEN THE

EATON RAPIDS EDUCATION ASSOCIATION

AND THE

EATON RAPIDS BOARD OF EDUCATION

July 1, 1967

MEA
1216 Kendale
E. Lansing, M)
48823

## TABLE OF CONTENTS

		Page No.
Agreement		1
Article I -	Recognition	2
Article II -	Board Responsibilities	3
Article III -	Association and Teacher Rights	4
Article IV -	Professional Compensation	6
Article V -	Insurance Protection	7
Article VI -	Deduction of Dues	8
Article VII -	Teaching Hours	9
Article VIII -	Teaching Loads and Assignments	10
Article IX -	Teaching Conditions	11
Article X -	Vacancies - Promotions - Transfers	12
Article XI -	Protection of Teachers	14
Article XII -	Sick Leave	15
Article XIII -	Leaves of Absence	16
Article XIV -	Grievance Procedure	18
Article XV -	Negotiation Procedures	20
Article XVI -	Professional Study Committee	21
Article XVII -	Teacher Reference Library	22
Article XVIII -	Miscellaneous Provisions	23
Article XIX -	Duration of Agreement	24
Schedule A -	Teachers Salary Schedule	25
Schedule B -	Insurance Protection	27
Schedule C -	School Calendar	28

#### AGREEMENT

This Agreement entered into this day of , 1967, by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board" and the Eaton Rapids Education Association, hereinafter called the "Association".

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Eaton Rapids School District is their mutual aim, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teachers, including those on tenure and probation, but excluding the superintendent, assistant superintendent, principals, and other office and clerical employees, custodians, bus drivers, cafeteria employees, teacher aides, and school nurses.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

### ARTICLE II - BOARD RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.
- B. The exercise of its powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE III - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in statutory collective bargaining.
- B. The Association, its members, and duly authorized representatives of the Michigan Education Association and National Education Association shall have the right to use school buildings for meetings and to transact official Association business, between the hours of 3:30 p.m. and 5:00 p.m. in the elementary buildings, and between the hours of 3:30 p.m. and 11:00 p.m. in the secondary buildings, except on Saturday and Sunday. These times may be extended by permission from the Superintendent. In the exercise of this right the Association agrees to schedule its meetings with the Building Principal, not to displace any previously scheduled events, and not to interfere with or interrupt normal school operations.
- C. The Association and its members shall have the use of typewriters, mimeographing and other duplicating equipment, calculating machines, audiovisual and other classroom equipment, when such equipment is not otherwise in use, provided that the Association shall pay for the cost of all materials and supplies incident to such use, and for the cost of repair of any equipment damaged through such use by negligence, neglect, improper care or operation of the equipment, tampering, or failure to perform normal cleaning and maintenance operations incident to the use of the equipment.
- D. Teacher bulletin boards, mail boxes, and other established media of communication will be made available to the Association and its members.
- E. Any complaint made against a teacher which is written into the teacher's personnel file shall be promptly called to the attention of the teacher.

F. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.

### ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one (1) year term of this Agreement.
- B. The salary schedule is based upon a nine and one-half  $(9\frac{1}{2})$  month school year with a minimum of 187 membership days.
  - C. Calendar See Schedule C.

## ARTICLE V - INSURANCE PROTECTION

A. See Schedule B.

### ARTICLE VI - DEDUCTION OF DUES

A. The Board shall deduct from the wages of teachers covered by this agreement and remit to the Association, the National Education Association, and the Michigan Education Association, dues uniformly required as a condition of membership in these associations, whenever, and only in such cases as the individual teacher files proper written authorization to do so with the Superintendent's Office.

The Board shall not be required to make the dues deduction for any teacher until after the authorization for such deduction has been on file in the Superintendent's Office for \_\_7\_\_ days.

The Board shall not make the dues deduction for any teacher if the teacher files proper written notice of revocation of his previous authorization. Such revocation will be effective upon receipt for filing in the Superintendent's Office, but will not be effective retroactively for paychecks already processed for distribution on the next regular payday.

- B. The deduction of Membership dues, when properly authorized, shall be made from one regular paycheck each month for ten (10) consecutive months beginning in September and ending in June of each fiscal school year. Deductions for all teachers shall be made from the first paycheck each month, except September wherein the deduction will be made from the second paycheck, and remitted to the proper association in the same month.
- C. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability, including attorneys' fees incurred therewith, by reason of action taken or not taken by the Board for the purpose of complying with this article.

### ARTICLE VII - TEACHING HOURS

- A. The teacher's normal teaching hours shall be as follows:
  - 1. Teachers shall be in the building no later than 8:00 a.m.
- 2. Teachers shall be at assigned place of duty not later than 8:15 a.m.
- 3. Teachers shall leave school no earlier than 3:30 p.m., except that on Friday and any day before a holiday they may leave no earlier than 3:15 p.m. Teachers will also be excused at 3:15 p.m. for the purpose of attending a general Eaton Rapids Education Association meeting or an executive board meeting of the Eaton Rapids Education Association.
- B. Teachers shall be required to attend up to two (2) staff meetings after 3:00 p.m. per month.
- C. All teachers shall be entitled to a duty-free, uninterrupted lunch period, except that teachers in the elementary schools will help supervise children in the buildings on their lunch periods during inclement weather.

### ARTICLE VIII - TEACHING LOADS AND ASSIGNMENTS

- A. Both parties recognize the existence of an ideal class size for each subject taught, and agree to continue to work toward achievement of this goal.
- B. The normal weekly teaching load in the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods.

The normal weekly teaching load in the junior high school will be twenty-five (25) teaching periods, five (5) supervised study periods, and five (5) unassigned preparation periods. Junior high school teachers may, with their approval, be relieved of the five (5) supervised study periods in lieu of which five (5) additional teaching periods will be assigned.

The normal teaching load in the elementary schools will be thirty teaching hours.

No departure from these norms, except in case of emergency as determined by the administration, shall be authorized.

C. It shall be considered a condition of employment that each teacher may be assigned the sponsorship of one class each year, except that, after serving as a class sponsor for four successive years, the teacher shall have one year free from this duty.

Club sponsorship will not be assigned to the teacher. These sponsorships shall be filled by the teachers on a voluntary basis, without extra remuneration.

### ARTICLE IX - TEACHING CONDITIONS

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The teachers and principals involved shall confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available in each school at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- C. Telephone facilities will be made available to teachers in each school building.
- D. Where parking facilities for teachers are not considered adequate, the Board will continue to endeavor to improve such facilities.

### ARTICLE X - VACANCIES - PROMOTIONS - TRANSFERS

A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis until such vacancy shall have been posted for at least five (5) days. In the event such vacancy occurs during a period when school is not in progress, all teachers who have expressed in writing a desire for a transfer shall be duly notified by first class mail and such vacancy shall not be filled until seven (7) days past the date of posting.

Any certified teacher who would like to be considered for any vacancy must apply in writing each time the position opens.

Teachers may file with the Superintendent advance notice in writing expressing desires for changes in assignment.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

In the filling of vacancies at the supervisory and executive levels and the filling of newly created supervisory and executive positions, the Board will give due consideration to applications filed from within the system.

The parties recognize that the filling of such vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

Although the Board and the Association recognize that frequent transfers of teachers from one school to another and frequent changes of assignment are

disruptive to the educational process and interfere with optimum teacher performance, they also recognize that some transfers and changes of assignment for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers the convenience and wishes of the individual teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to accumulated rights as he may have had under this Agreement.

### ARTICLE XI - PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his classroom.
- B. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- C. Any assault by a student upon a teacher in connection with the teacher's employment shall be immediately reported to a Principal or the Superintendent. If there is any disability resulting in work time lost in connection with such assault, the Board will pay the difference between any Workmen's Compensation benefits that the teacher receives and his regular salary. This difference will be paid only for the duration of the teacher's individual contract, and only for the days during that contract for which Workmen's Compensation benefits are actually received.

### ARTICLE XII - SICK LEAVE

- A. All teachers shall accumulate sick leave at the rate of twelve (12) days per year cumulative to a total of one hundred (100) days.
- B. Sick leave shall be merited in cases of personal illness and illness of spouse, children or parents when such illness necessitates the absence of the teacher from work.

### ARTICLE XIII-LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

  Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
- 1. A maximum of five (5) days per school year for a death in the immediate family-father, mother, spouse, children, mother-in-law and father-in-law.
- 2. A maximum of two (2) days per school year for a death outside the immediate family when approved by the superintendent.
- 3. Absence when a teacher is called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid by the court.
- 4. Court appearance as a non-party witness or when a party defendent incident to his employment, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the witness fee paid by the court, if any.
- 5. Administrator approved visitation at other schools, or for attending educational conferences or conventions, including Association meetings.
- 6. Time necessary to take the selective service physical examination.
- C. Leaves of absence for not more than one (1) year without pay may be granted upon application to the Board for the following purposes:

- 1. Study related to the teacher's field of certification.
- 2. Study to meet eligibility requirements for a Certificate in education other than that held by the teacher.
- 3. Study, research, or special teaching assignment involving benefit to the school system.

The regular salary increment occuring during such period shall be allowed.

- D. A maternity leave shall be granted without pay, commencing not later than the end of the fifth (5) month of pregnancy, except that when this date falls within one (1) school month of the end of the semester the teacher may at the discretion of the Board be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within three (3) years, provided there is a teaching position available.
- E. Teachers who are elected officers of the Michigan Education Association may be given a leave of absence without pay for the purpose of performing duties for the Association, provided that no such leave shall exceed one (1) year. Such person will be employed, upon application, in a position within his major or minor field.
- F. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

  Teachers on military leave shall be given the benefit of any salary increments.
- G. The Board shall grant a leave of absence for one (1) term of office without pay to any teacher elected to a public office.

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### ARTICLE XIV - GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific article or section of this Agreement, or any rule or regulation of the Board dealing with wages, hours or working conditions.
- B. Any teacher having such a grievance may discuss the matter with the school principal during non-teaching hours, with the object of resolving it informally. The building representative may also be present, if requested.
- C. In the event the matter is not satisfactorily resolved, the following procedure shall be followed:
- 1. <u>Step One</u>. The grievance shall be reduced to writing within three (3) days, signed by the teacher or teachers involved, and submitted to the school principal.
- (a) The grievance shall specify the facts giving rise to the grievance, the article and section of the agreement allegedly violated, and the relief requested.
- (b) The principal shall submit an answer within ten (10) school days in writing. One (1) copy of his decision shall go to the grievant and one (1) copy to the building representative.
- 2. Step Two. Within five (5) school days after receiving the decision of the principal, the aggrieved teacher may appeal to the superintendent of schools or his designated representative. The appeal shall be in writing and shall contain the reasons for the appeal.
- (a) Within ten (10) school days after receipt of the appeal, the superintendent shall investigate the grievance, including giving the aggrieved teacher and the building representative a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the building representative, and the school principal.

- 3. Step Three. Within five (5) school days after receiving the decision of the superintendent, the aggrieved teacher may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision at Step Two.
- (a) Within twenty-five (25) school days after receipt of the appeal, the Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and an Association representative a reasonable opportunity to be heard, and render its decision in writing. A copy of the Board's decision shall be delivered to the teacher involved, to the Association representative, and to the school superintendent. The Board's decision shall be final and binding.
- D. If within five (5) days the Association so requests, the Boards or its representatives will grant an additional meeting with the Association, to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including mediation, and binding or advisory arbitration.
- E. Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.
- F. There shall be one (1) Association representative for every high school, junior high school, and grade school building.

## ARTICLE XV - NEGOTIATION PROCEDURES

- A. In any negotiations between the parties, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. This Agreement expressly embodies all agreements written and oral between the Board and the Association and is intended to cover all matters which were raised or could have been raised by either of the parties at the time of negotiations. It is comtemplated that matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement.

Such negotiation shall commence only upon mutual consent of both parties.

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### ARTICLE XVI - PROFESSIONAL STUDY COMMITTEE

A. There shall be a Professional Study Committee established which shall be composed of four (4) members, two (2) shall be selected by the Board of Education and two (2) shall be selected by the Association.

The Professional Study Committee will meet periodically and report to the parties prior to April 1, yearly.

- B. Sub-Committees may be established as needed and may include existing committees such as the Curriculum Steering Committee.
- C. The Committee will consider questions related to the following areas of concern:
  - 1. Review of policies affecting teachers.
  - 2. Review of policies affecting students.
  - 3. Review of matters pertaining to professional ethics.

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### ARTICLE XVII- TEACHER REFERENCE LIBRARY

The Board agrees that the present Teacher Reference Library, now located in the Administration Building will be divided and distributed to the various school buildings in the system subject to the following conditions:

- 1. Division and distribution of the books shall be accomplished by a committee composed of one EREA building representative and the principal of each building.
- 2. After distribution, one EREA member, designated by the EREA, shall be responsible for operating the unit in each building.
- 3. The books will be kept in the teachers' lounge in each building, from which place they must be available to all teachers in the school system.
- 4. The Eaton Rapids Education Association assumes financial responsibility for the books distributed according to this article, and agrees to reimburse the Board for loss or damage, other than normal wear, to the books so distributed.

#### ARTICLE XVIII- MISCELLANEOUS PROVISIONS

- A. The Board will continue to endeavor to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged policies or practices, between the Board and its employees or the Association and constitutes the entire agreement between the parties.
- D. Teachers shall not be required to be in attendance at school during days when students are not expected to attend because of adverse weather conditions, or failure of the school physical plant facilities.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- F. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Assn., and employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- G. Any amendment or agreement supplemental hereto shall not be binding upon either party unless negotiated, executed in writing, and ratified by both parties hereto.

-23-

## ARTICLE XIX - DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1967 and shall continue in effect for one year, until June 30, 1968. Negotiations for a new contract shall commence on February 1, 1968. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION OF THE EATON RAPIDS PUBLIC SCHOOLS	EATON RAPIDS EDUCATION ASSOCIATION
By	By
By	By

## SCHEDULE A

# TEACHERS SALARY SCHEDULE 1967-68

Years of Experience	Non-Degree	B.A. Degree 4% - 5800	M.A. Degree 4% - 6200	Ed. S. Degree 4% - 6800
0	5000.00	5800.00	6200.00	6800.00
1	5200.00	6032.00	6448.00	7072.00
2	5400.00	6264.00	6696.00	7344.00
3	5600.00	6496.00	6944.00	7616.00
4	5800.00	6728.00	7192.00	7888.00
5	6000.00	6960.00	7440.00	8160.00
6	6200.00	7192.00	7688.00	8432.00
7	6400.00	7424.00	7936.00	8704.00
8	6600.00	7656.00	8184.00	8976.00
9	and that pair the time year	7888.00	8432.00	9248.00
10		8120,00	8680.00	9520.00

## EXTRA CURRICULAR PAY SCHEDULE

Athletic Director Football	12%	Audio Visual 8% Band 5%
Varsity Head	10%	Band Asst 4%
Asst. (2)	6%	Band Summer \$4.00 per hour
Jr. Varsity	6%	CAC - Director \$70.00 per week
Freshman		Cheerleading 4%
Jr. High (2)	4%	Classroom Teacher \$4.00 per hour
Basketball		Debate 3%
Varsity Head		Dramatics (each play - limit 3 plays)3%
Jr. Varsity		Driver Training
Freshman		Class \$4.00 per hour
Jr. High (2)		Behind Wheel \$3.50 per hour
Sixth Grade		Forensics3%
Cross Gountry		Guidance \$4.00 per hour
Track		Head Start Prorated
Varsity Head		Home Ec Prorated
Jr. High	4%	Jr. High News 2%
Baseball		Librarian
Varsity Head		Speech Corr Prorated
Junior Varsity		Summer School \$4.00 per hour
Wrestling - Varsity		Title I Prorated
Golf - Varsity		Vo-Ag Prorated
Tennis - Varsity	4%	Yearbook 8%

### SCHEDULE A -- Continued

#### RULES AND REGULATIONS

- 1. Teaching experience outside of the Eaton Rapids Public Schools, will be allowed up to five (5) years. Full credit will be given for experience within the system.
- 2. Military service will be allowed at the full rate up to five (5) years if service was preceded by teaching and at one-half (2) rate if not. This is in addition to the five year (5) limit in #1.
- 3. Credit for previous teaching experience will be allowed at one-half
  (1/2) rate if teacher has been out of teaching for ten (10) years or more.
- 4. Teachers on the staff on 9/1/63 will continue to be paid \$5.00 per semester hour for credit earned (at that time) beyond a B.A. degree.

  This will continue until 9/1/68.
- 5. A teacher earning a Master's degree will change to the M.A. Schedule at the beginning of the next semester.
- 6. A non-degree teacher earning a Bachelor's degree will change to the B.A. Schedule at the beginning of the next semester.
- 7. Prorated salaries will be determined by dividing the annual base pay by the number of teacher work days.
- 8. Contractual salaries will be paid in twenty-six (26) equal payments.

  Retiring teachers will receive the balance of their pay at the second

  (2nd) pay period in June.
- 9. Special Education teachers will be paid \$500.00 per year above the provisions of the regular salary schedule.
- 10. In the event that additional state aid money is received into the Board's general fund between August 1, 1967 and December 1, 1967, the Board agrees to allocate 70% of such additional funds to the teacher's salaries, to be paid in equal shares to each teacher, provided that each teacher's share will be more than ten dollars (\$10.00).

#### SCHEDULE B

### INSURANCE PROTECTION

- A. The Board will contribute \$10.00 per month toward the cost of
  Health Care Insurance for a teacher and his immediate family enrolled
  in the M E A group insurance plan.
- B. The Board will not contribute toward the cost of Health Care
  Insurance for a teacher on leave of absence.
- C. The Board will contribute through May deductions for retiring teachers.
- D. The Board will contribute through August deductions for teachers leaving the system at the close of the school year.
- E. The Board will contribute through May deductions for teachers who enter the system after the beginning of 2nd semester and remain for the balance of the school year.
- F. The Board will not continue to contribute toward the cost of

  Health Care Insurance for a teacher who leaves the system before the

  close of the school year.

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## SCHEDULE C

# SCHOOL CALENDAR

1967-1968 Membership Attendance

Aug. 31 - Sept. 1	Teacher Conferences		
Sept. 4	Labor Day		
Sept. 5	Grades 1-12		
Sept. 6	Grades K-12		
Oct. 5-6	M.E.A. Institute		
Oct. 13	1st 6-week marking period (El	) 30	27
Nov. 3	1st 9-week marking period (Se	ec.)	
Nov. 7-10	Parent-Teacher Conference		
Nov. 23-24	Thanksgiving Vacation		
Nov. 24	2nd 6-week marking period (#1	) 29	28
Dec. 25 - Jan. 1 (incl.)	Holiday Vacation		
Jan. 18	End of Semester	34	33
Jan. 19	Teachers Conferences		
Feb. 5	County Institute		
Mar. 1	4th 6-week marking period (El	) 30	29
Mar. 22	3rd 9-week marking period (Se	ec.)	
Apr. 6-15 (incl.)	Spring Vacation		
Apr. 19	5th 6-week marking period	29	29
May 30	Memorial Day		
June 7	End of Semester	35	34
June 10-11	Teachers   Conferences		
	Total	187	180