June 30, 1975

## MASTER CONTRACT

AGREEMENT

## BETWEEN THE BOARD OF EDUCATION, HESPERIA

COMMUNITY SCHOOLS

and the

**HESPERIA EDUCATION ASSOCIATION** 

1973-1974 1974-1975

Me David Craig, superintender Resperia Partice Schools 96 Division are. Hesperia, Mich. 4942)

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#### BOARD OF EDUCATION PROPOSAL

### MASTER AGREEMENT BETWEEN THE HESPERIA BOARD OF EDUCATION

and the

### HESPERIA EDUCATION ASSOCIATION

This agreement entered into this <u>14 th</u> day of <u>August</u>, 19<u>73</u>, by and between the Board of Education of Hesperia Community Schools (hereinafter called Board) and the Hesperia Education Association (hereinafter called Association).

Upon the completion of collective bargaining, parties have agreed to the terms and conditions of employment as follows:

## ARTICLE I

#### RECOGNITION

A. The Board hereby recognizes the Association as exclusive representative pursuant to Section II of Act 336 of 1947 as amended, for all certified teachers except the following: substitute teachers, per diem appointment teachers, nonregularly employed part-time teachers, and supervisors such as but not necessarily limited to the athletic director, superintendents, assistant principals, and assistant teaching principals and all other employees of the Board of Education,

B. The Board agrees not to negotiate with any other teachers' organization other than the Association for the duration of this agreement. This agreement shall continue in effect until June 30, 1975.

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## ARTICLE II

#### RETIREMENT

A. After twenty years of continuous service each teacher shall be entitled to a credit of \$25 per year to be paid upon retirement from teaching.

## ARTICLE III

### SABBATICAL LEAVE

A. Sabbatical leaves may be granted in accordance with Section 572 of the School Code of 1955 as amended.

## ARTICLE IV

### BOARD-TEACHER DIALOGUE

The Hesperia School Board can meet with the Hesperia Education Association at a convenient time to discuss various aspects of the Hesperia School and Community. As agenda with written topics for discussion or information will be given to the Board in advance of the meeting so as to stimulate all parties for a healthy atmosphere.

It is expressly understood that these discussions shall not constitute negotiation, but rather considered an exchange of ideas only.

## ARTICLE V

### TEACHER EVALUATION

Since evaluation is a management prerogative the Association agrees that any of the procedures hereinafter set forth shall not be subject to the Grievance Procedure unless there is breach of contract by the Administration. Since the Board of Education is genuinely concerned with the improvement of teachers in the classroom the Board and the Administration will endeavor to use the following guidelines in evaluation hereinafter set forth for the information of new teachers to the system or any other teacher on probation.

All probationary teachers are to be observed by:

- A. Principal At least four (4) times a year in the classroom.
  - Probationary teachers are to be observed during the lst,
     3rd, and 4th six weeks by the principal. This may be done without notification.
  - A report shall be kept on file for the Superintendent and Board.
  - The criteria for considering a teacher for tenure shall be his total teaching performance.
- B. There shall be two tenure coaches for each probationary teacher. These coaches shall have either a major or minor in the area of the probationary teacher or have taught that subject area within the last two years. If neither of the above is possible, the administration shall appoint the most competent people for this task.
  - All probationary teachers are to be observed three time by each tenure coach. This shall take place during the lst, 2nd, and 3rd six weeks.
  - 2. The tenure coaches are given two periods other than conference periods to observe a probationary teacher. Arrangements for observation are to be made with the principal. Observation may be made without notification. -4.

## Teacher Evaluation continued

- 3. A report of each observation and the resulting conference by the tenure coach and probationary teacher shall be on file in the superintendent's office following each meeting, and a copy shall be given to the principal.
- 4. The tenure coaches shall make their recommendation reports to the principal two weeks prior to the Tenure Statue. In no way shall the Board be bound by the recommendations of the tenure coaches or any other party in the determination of hiring or releasing employees.

#### ARTICLE VI

## BOARD OF EDUCATION RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement.

## ARTICLE VII

### LAY-OFF PROCEDURE

A. SENIORITY - New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. The term seniority as hereinafter used shall be length of continuous service with the Hesperia Community School Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

C. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in a particular grade level in grades K-8 and by subject matter taught in grades K-8; 7-12.

D. Any teacher who is granted Tenure shall have seniority from the last date of hire.

E. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the <u>29th</u> day of October

F. Necessary reduction of Personnel --LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

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### Lay-Off Procedure continued

- It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity' dictates.
- 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - (a) Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - (b) In the event seniority teachers must be laid off, lay off will be on the basis of seniority within classification of certification.

G. RECALL Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

H. The recall list shall be maintained by the Board for a period of one year. Thereafter, a teacher shall lose his right to recall.

## ARTICLE VIII

### PAYMENT FOR SUPERVISING STUDENT TEACHER

A. The amount equal to that paid by the accrediting institution of the student teacher shall be offered to the teacher or teachers serving as critics.

B. It shall be at the option of the critic teacher to accept or reject the payment offered.

C. A teacher has the option to accept or reject a student teacher.

D. Only Tenure teachers may supervise a student teacher.

### ARTICLE IX

#### FINANCIAL RESPONSIBILITIES & PAYROLL DEDUCTIONS

- A. All teachers except those employed prior to the day of
  - 19 , as a condition of continued employment shall either:
    - Sign and deliver to the Board an assignment authorizing deduction of membership dues of the association (including the National and Michigan Education Associations).

#### or

2. Cause to be paid to the association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within <u>30</u> days after the commencement of employment. The association shall deliver to the superintendent on or before the <u>1st</u> day of <u>October</u>, 1973, a written statement specifying the amount of the non-members representation fee.

B. In the event that neither of the provisions of Paragraph A. are met, the Board, upon receiving a written and signed complaint from the association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the association and the teacher that the dues or nonmember's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither

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## Financial Responsibilities & Payroll Deductions continued

the association nor the teacher shall have a right to withdraw said complaint, it being recognized by the association and any teacher employed under the terms of this contract that the board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the association and the Board of Education as just and reasonable cause for the termination of employment.

C. The Board agrees to deduct from the salaries of teachers dues for Hesperia Education Association, the Michigan Education Association and the National Education Association, or a non-menber's representation fee when voluntarily authorized in writing by each teacher desirous of having such dues deducted.

D. Regular dues or the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction , in four (4) equal installments.

E,

\$

## FORM

On this \_\_\_\_\_\_day of \_\_\_\_\_\_, 19\_\_\_\_, I,\_\_\_\_\_, hereby authorize the Board of Education to deduct the following sums in four (4) equal installments as dues for the following organizations as specified in the Master Agreement.

\$\_\_\_\_\_ Hesperia Education Association
\$\_\_\_\_\_ Michigan Education Association

\$\_\_\_\_\_\_National Education Association

or

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Non-member's Representation Fee

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the \_\_\_\_\_.

## Financial Responsibilities & Payroll Deductions continued

Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the H.E.A.

Filed with the Board of Education on the day of , 19

F. Authorizations for deductions filed with the Superintendent on or before the <u>lst</u> day of <u>October</u> of each year, shall become effective with the first scheduled deduction of the coming school year. Authorizations for deductions filed after the <u>17th</u> day of <u>January</u>, <u>1971</u>, shall be deducted from the second monthly paycheck of the second semester.

G. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.

H. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA AND NEA and the amount of the non-member's representation fee which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.

I. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.

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### Financial Responsibilities & Payroll Deductions continued

J. Dues deductions shall be transmitted by the Superintendent to the HEA Treasurer within <u>30</u> days after such deductions are made. The HEA shall be responsible for disbursements of MEA and NEA dues paid to it to the Treasurers of those organizations.

K. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.

L. Any dispute between the HEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

M. The association will save the board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the board of Education may be liable by virtue of enforcing the provisions of this article.

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### ARTICLE X

## CLASS SIZE

A. To insure the high quality of education is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible, and the Board will make every effort to maintain the following pupilteacher classroom ratio.

C. This is a suggested goal that may not be attained but will be worked . .

1.	Kindergarten20	pupils
2.	Elementary25	
3.	Special Education15	pupils
4.	Jr. High	pupils
5.	Sr. High	pupils

D. In those courses where equipment and learning stations are limited class enrollment should ideally be geared to the situation.

## ARTICLE XI

### SUBSTITUTION FOR ANOTHER TEACHER

A. Any contract teacher substituting during the absence of another teacher will be paid 1/6 of substitution pay for the period worked. Such substituting pay shall be only for conference periods.

## ARTICLE XII

## VACANCIES, PROMOTIONS AND TRANSFERS

A. Whenever any permanent vacancy in a teaching or extra curricular position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Association and provide for appropriate posting on the bulletin boards in the teacher's lounge. The vacancy will remain posted for a period of fifteen (15) calendar days and will not be permanently filled until the expiration thereof.

B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's office within a ten (10) day period. The Board agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization and other relevant factors.

C. The Board reserves the right to transfer a teacher without request to any area for which he is qualified.

D. The Board shall furnish each teacher a letter of intent to return, retire, or terminate his employment on or before the 15th day of February of each year of this contract. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, not later than the 28th day of February. Thereafter, but not later than the 15th day of March, the Board shall post notices of vacancies in accordance with A. above. Any teacher who fails to submit a letter of intent to return, or reverses his position previously taken in a letter of intent, submitted to the Board on or before the 28th day of February, may be subject to having his position posted as a vacancy and if filled, subject to unrequested transfer at the discretion of the Administration.

E. Since a promotion would result in placing a teacher in an administrative position and hence excluded from the terms of the contract, the Board reserves the right to promote on the basis of its own judgments of qualifications and also to

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## Vacancies, Promotions and Transfers continued

hire new administrative employees for any opening or vacancy.

F. Posting of notices or vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months.

G. Any teacher employed within the school system who has given notification in writing to the Superintendent as desiring any new position or change of assignment before the end of school shall be considered for that position.

## ARTICLE XIII

### EXPERIENCE IN TEACHING OUTSIDE THE JURISDICTION OF THE BOARD

A. The number of years of experience granted on the salary schedule for teaching outside the jurisdiction of the Board shall be determined in the discretion of the superintendent but shall not exceed ten years.

B. A teacher hired during the middle of the school year shall be granted a full year of experience on the next year's salary schedule in the event that she has taught more than one semester.

### ARTICLE XIV

### SICK LEAVE

A. Sick leave for the personal illness of all professional employees may accure at the rate of 12 days per year for a work year of 36 to 42 weeks, 13 days for 42 to 47 weeks and 14 days for 47 to 52 weeks and may continue to accumulate to an unlimited number.

B. All personnel shall be entitled to all his accumulated sick leave on the first official day of school, even though he may be unable to report for duty on that day. However, in this instance, upon request of the administration, he must present a statement from his attending physician. The first official school day is to mean the first day for which salary is paid. He shall receive his pay currently along with all other employees.

C. No payment will be made for any unused sick leave accumulated by an employee at the time of resignation or dismissal, retirement, leave of absence or death.

D. In case of the return to duty of an employee who has been absent due to a contagious disease, or a nervous or mental disorder, he must, if requested, present a statement from his physician. The Board of Education may require such employees to submit to an examination by a physician designated by the Superintendent and/or Board of Education.

E. Sick leave is considered as time off for a legal absence and for the protection of the employee. Upon proff that sick leave time has been used for any purpose other than that for which it was intended shall constitute a violation of professional ethics. Pay for undeserved sick leave will be witheld. If the offense is repeated, it may constitute grounds for dismissal.

F. Personal illness shall include the immediate family.

## Sick Leave continued

G. A teacher who has exhausted all of his sick leave may apply in writing to the Board of Education for a Leave of Absence without pay for the duration of the illness or disability up to the balance of the school year. The teacher may request an extension or renewal of the Leave of Absence in writing provided that such renewal or extension shall be in the sole discretion of the Board of Education. The Board shall set the beginning and ending date of the Renewal Leave of Absence. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave of his intent to return.

### ARTICLE XV

### PERSONAL LEAVE

A. All full time professional personnel regularly employed by the Board of Education shall be granted 2 days of leave per year for emergencies, or to transact personal business which is of urgent nature and which cannot be transacted at any other time, providing arrangements for such leave are made in advance with the superintendent or building principal.

B. Days to shop and seeking employment shall not be allowed.

C. Personal leave days shall be charged against the annual accumulative sick leave.

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#### ARTICLE XVI

### TEACHER SICK BANK

At the beginning of and only at the beginning each school year each teacher may contribute at least one day of his sick leave allowance to a common bank to be administered by the Association and Superintendent as dictated by this contract. Only teachers who have exhausted their accumulated personal sick leave allowance may make a withdrawal in accordance with the following provisions, provided that there are sufficient days available in the bank.

- A. Any teacher not contributing at least one day per year to the sick bank may not have access to the sick bank for that year.
- B. To be eligible for a withdrawal of sick days from the sick bank, a contributing teacher may not have used more than six (6) sick days in a school year; however, if three (3) of these six (6) days taken were consecutive, he would be eligible for a sick bank withdrawal.
- C. The Association and Superintendent shall determine the number of sick bank days an eligible teacher may withdraw. But no withdrawal may be of more than 45 days in a school year and a teacher may make only one withdrawal per year.
- **D.** The preceeding sick bank provisions, in no way, affect a teacher's right to contracted accumulated sick leave days.
- E. The bank can accumulate to a one time grand total of 75 days in any one year.

### ARTICLE XVII

### DUTY FREE LUNCH PERIOD

A. Each Professional employee shall be granted one-half hour of duty free lunch time exclusive of conference or preparation periods for each school day.

B. This 30 minute uninterrupted period will be at the regular building lunch time.

C. There may be exceptions made if such exceptions are agreed to in advance by the teacher involved.

### ARTICLE XVIII

### TEACHING SCHEDULE

A. All teachers shall be given written notice of their subjects and or grades to be taught for the forthcoming year no later than July 1.

B. In the event that there is an unexpected change in staff and student population after August 1, the Superintendent may make necessary program adjustments.

C. During the month of July the Board agrees to release any teacher that desires such action.

## ARTICLE XIX

## TEACHER CLASS LOAD

A. A full teaching load at the Senior High School level shall consist of no more than five class periods per day. Each teacher assigned to this area shall be entitled to one preparation period per day.

B. A full teaching load at the Junior High level shall consist of no more than six class periods per day. Each teacher assigned to this area shall be entitled to one preparation period per day.

C. A teacher preparation period shall be no less duration than a class period in the area to which the teacher is assigned. Preparation periods shall consist of a single block of time.

D. The preparation period of this provision is understood to be a minimum guarantee.

E. A teacher may be assigned a class period during their preparation period with their consent.

### ARTICLE XX

## GRIEVANCE PROCEDURE

A. Any teacher, group of teachers or the H.E.A. believing that there has been a violation, misinterpretation or misapplication of any provision of this agreement or any existing rule, order, regulation or policy established by the Board or school administration, or any other provision of law relating to wages, hours, terms or conditions of employment, may file a grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose, the Elementary or Secondary Principal and the Superintendent when the particular grievance arises in more than one building.

B. Whenever possible, complaints should be presented to the appropriate principal for informal processing. If the principal and affected teachers cannot agree on a mutually satisfactory settlement, a written grievance must be submitted to the Superintendent as soon as possible, or in any event within 5 days. The Superintendent shall have 5 days after receipt to resolve the grievance. All grievance of a general nature affecting both Elementary and Secondary teachers shall be filed in writing directly with the Superintendent. This type of grievance must be resolved within 10 days.

C. If the grievance is not resolved by the Superintendent, it shall immediately be transmitted to the Secretary of the Board of Education. Within 20 days from receipt and after investigations ar hearings which the Board may deem appropriate, the Board shall make a final determination of the grievance. In no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days from receipt thereof.

D. If the decision of the Board is not satisfactory, the grievance may be submitted to mediation through the State Mediation Board. Neither the Board nor the Association shall be permitted to assert in such mediation proceedings any evidence not previously disclosed.

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## Grievance Procedure continued

E. The affected teachers may request a representative of the H.E.A. and/or M.E.A. to be present at any meeting held with the Board or its representative which deals with written grievances.

#### ARTICLE XXI

#### TEACHER RESPONSIBILITIES

A. Since teachers are contracted to work a minimum of 180 days of teaching plus one day of orientation, the Board of Education reserves the right to schedule in-service training sections on days when school is closed because of snow or other acts of God. Failure to appear at school on such days will result in the loss of a sick day.

B. It is the teacher's responsibility to be in the building 30 minutes before school begins and at his duty station 15 minutes before morning final bell and not to leave the building prior to the last regularly scheduled bus of a normal day which constitutes a normal teaching day unless permission is granted. This permission may be granted only by the building principal or the superintendent.

C. Teachers shall be responsible for attendance, pass slips, elementary hall duty, assemblies, etc. during the teacher's teaching day assigned by the building principal as well as classroom instruction. Failure to fulfill these responsibilities may, in the discretion of the administration, result in a written reprimand and continual neglect will result in loss of pay or time.

D. It is understood that tardiness or excessive absenteeism, including teacher's meetings is disruptive of the education and is unprofessional conduct. The H.E.A. recognizes the fact that the administration is justified in some instances to impose disciplinary action up to and including dismissal for tardiness and/or excessive absenteeism.

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## ARTICLE XXII

## LENGTH OF EMPLOYMENT DURING RESTRICTED DAY

The duration of the restricted day will not be increased except in a situation where state aid is directly affected, scheduling becomes a considered crisis, or in the best interest of the students it becomes absolutely necessary.

If a change would become necessary, discussion and imput will be sought from staff.

# ARTICLE XXIII

## STUDENT SCHOOL CALENDAR 1973-74

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Total - 183 days

Teacher OrientationAugust 27-28
Labor DaySeptember 3
Hunting VacationNovember 15
Thanksgiving VacationNovember 22 & 23
Christmas VacationDecember 24-January 1
First Semester EndsJanuary 11
Spring BreakApril 5-12
Memorial DayMay 27
School ClosesJune 5

## ARTICLE XXIV

## TERMINATION OF AGREEMENT

This agreement shall be effective as of the 14th day of August, 1973, and shall terminate automatically on the 30th day of June, 1975. It is expressly understood that this agreement may not be modified orally and any agreements and letters of understanding of the interpretation of this contract shall be in writing and dated and signed by representatives of both the Association and the Board.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.

BOARD OF EDUCATION HESPERIA COMMUNITY SCHOOLS HESPERIA, MICHIGAN

President

Secretary

HESPERIA EDUCATION ASSOCIATION HESPERIA, MICHIGAN

President

Negotiator

Date of Signing:

r