### 2017-2018 NEGOTIATIONS AGREEMENT

Weiser School District No. 431 And

WEISER EDUCATION ASSOCIATION .

**Representative Organization** 

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### PROCEDURAL AGREEMENT

THIS NEGOTIATIONS AGREEMENT, Made and entered into on this the 4th day of May, 2017 by and between WEISER SCHOOL DISTRICT TRUSTEES, hereinafter referred to as "District" and representatives of the <u>Weiser Education Association</u>, hereinafter referred to as "Representative Organization". This agreement is being negotiated pursuant to the provisions of Sections 33-1271 through 33-1276, Idaho Code.

### **SECTION I - DEFINITIONS**

- **A.** "Board" or "School Board" shall mean the Board of Trustees of Weiser School District No. 431, Washington County, Idaho
- **B.** "Representative Organization" means any local district organization duly chosen and selected by a majority of the professional employees as their representative organization for negotiations under this act. For the purposes of this definition, "majority" shall mean one (1) <u>non-administrative</u> certificated professional employee more than fifty percent (50%) or greater of the <u>non-administrative</u> professional employees in the district.
- C. "District" shall mean Weiser School District No. 431
- **D.** "Professional Employee" shall mean those employees of the District holding teaching certificates, who are under contract to the District for at least one-half day, five days per week. For purposes of the agreement, the Superintendent, Principals, Vice-principals and other personnel in administrative positions will be excluded from the representative group.
- E. "Superintendent" shall mean the Superintendent of Schools for the Weiser School District No. 431.
- **F.** "Negotiations" means meeting and conferring in good faith by representatives of the local Board of Trustees and the authorized local representative organization of professional employees for the purpose of reaching an agreement upon matters related to compensation of professional employees.
- **G.** "Compensation: means salary and benefits to the professional employee.
- **H.** "Benefits" includes employee insurance, leave time and sick leave benefits.

### **SECTION II - REPRESENTATION**

Election of Representative Organization: Upon either party making a request for negotiations, the local education organization, upon board request, shall provide to the district written evidence establishing that the local education organization represents fifty percent (50%) plus one (1) of the professional employees for negotiations. If requested by the board, the local education organization shall establish this representative status on an annual basis, prior to the commencement of negotiations. Accurate records or minutes of the negotiation proceedings shall be kept and made available for public inspection during normal business hours (33-1271).

### **SECTION III - PROCEDURES**

- **A.** Negotiating Teams: The Board, or designated representatives of the Board, shall meet with representatives designated by the Representative Organization for the purpose of discussion and attempting to reach mutually satisfactory agreements. The individual or individuals selected to negotiate for the professional employees shall be a member of the organization designated to represent the professional employees, and shall be a professional employee of the District. Each team at the negotiations sessions shall consist of not more than three (3) members. Each team shall designate one member as chief spokesman. Only the chief spokesman for each team may negotiate on behalf of his/her party.
- **B.** Opening Negotiations: Negotiations sessions shall be conducted in locations suitable to both parties and shall be at such times as mutually agreed upon. All negotiation sessions shall be open to the public and notice of such meetings published at the earliest times possible prior to the scheduled meetings (33-1273).
- C. Exchange of Information: Both parties shall furnish each other, upon written request, and at reasonable times, information pertinent to the issue or issues under consideration; provided that all such information shall be considered public record, subject to all relevant disclosure laws (33-1273).
- **D.** <u>Additional Meetings</u>: Such additional meetings shall be held as the parties may require to reach an understanding on the issue or issues, or until an impasse is reached. All such meetings shall be conducted in open sessions with notice of such meeting published at the earliest possible time prior to the meeting (33-1273).
- **E.** Consultants: The parties may call upon consultants as outlined in Idaho Statute.
- **F.** Procedures Upon Agreement: In the event the parties in negotiations agree regarding those issues being negotiated, such agreement shall be placed in writing by the persons who negotiated on behalf of the Board of Trustees and the local education organization. Such written agreement shall be offered for approval and ratification by the local education organization at a meeting on or before June 15. If such written agreement is approved and ratified by the local education organization on or before June 15, it shall thereafter be approved or disapproved by the Board of Trustees at a board meeting held on or before June 22.

All agreements involving employee salary, employee insurance benefits, or any other term that has a direct or indirect financial cost to the district shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Any item not defined as employee salary, employee insurance benefits, or any other item that does not have a direct or indirect financial cost to the district may have two (2) year duration with a designated start date and end date (33-1275).

### **SECTION IV - RESOLVING DIFFERENCES**

- **A.** In the event the parties in negotiations are not able to come to an agreement upon items submitted for negotiation a mediator may be appointed (33-1275).
- **B.** In the event mediation fails to bring agreement on all negotiable issues, the issues that remain in dispute may be submitted to fact finding by request of either party. Within 30 days of their appointment, the fact finder will submit a report to both negotiating parties with their recommendations (33-1275).

### SECTION V – SAVINGS CLAUSE

This Agreement is made in full belief by both parties hereto that it is in every respect legal and is the entire Negotiations Agreement between the parties. Furthermore both parties agree that all negotiations were conducted in good faith on those matters specified for negotiation between the School Board and the Representative Organization. If any section, clause or sentence or part of this Agreement or subsequent additions and amendments is for any reason held to be contrary to law or unenforceable in any respect, such a decision shall not affect the remaining provisions of this agreement.

### SECTION VI - IMPLEMENTATION, DURATION, AND AMENDMENT

- A. This Negotiations Agreement shall become effective July 1, 2017 through June 30, 2018.
- B. The Board and the Representative Organization agree that this 2017-2018 Negotiations Agreement may be reopened upon the Board receiving information regarding the Standard Plan's Pharmacy provisions that may improve the benefit and reduce the premium. The parties agree that this is the only provision of this agreement that may be reopened for negotiations for the 2017-2018 school year.
  - As of Friday, May 26th, the WEA President, Rebecca Gonzales notified the District the WEA was not endorsing or presenting a Pharmacy \$250 deductible for the 2017-2018 school year.
- C. This Agreement will have a one (1) year duration.

### SECTION VII—SALARY SCHEDULE, LEAVES, INSURANCE AND PROFESSIONAL IMPROVEMENT

- A. Salary Schedule refer to Appendix A.
- **B.** Leave and Professional Improvement refer to **Appendix B.**

### C. Medical Insurance Benefit:

Effective September 1, 2017, each regular, full-time employee shall be eligible for district-paid and approved medical insurance coverage. The amount paid for such medical/vision insurance shall not exceed *four hundred, forty dollars and 90 cents (\$440.90)* per eligible employee per month premiums. \*\*Refer to addition Vision Insurance Benefit #D below.

- Economy Insurance Plan: \$3,000.00 deductible with HSA benefit. No Healthy Measures program applies to this plan. Employee may elect, on their own, to contribute to an Health Savings Account administered by American Fidelity. A deposit of \$15.55 will be made monthly to the employee's Health Savings Account. (See Appendix Ci)
- Standard Insurance Plan: \$1,500.00 deductible. No HSA benefit. More enhanced insurance program. Employee is required to comply with Healthy Measures requirements in order to keep the \$1,500.00 deductible. Employee will be responsible for \$42.20 a month premium. (See Appendix Cii)

### **D.** <u>Vision Insurance Benefit:</u>

• Effective September 1, 2017, each regular, full-time employee shall be eligible for district-paid and approved vision insurance coverage. The amount paid for such vision insurance shall not exceed *eight dollars and eighty-five cents (\$ 8.85)* per eligible employee per month for premiums. (See Appendix Ci or Cii)

### E. Dental Insurance Benefit:

- Effective September 1, 2017, each regular, full-time employee shall be eligible for district-paid and approved dental insurance coverage. The amount paid for such dental insurance shall not exceed thirty-five dollars and forty cents (\$35.40) per eligible employee per month for premiums. If the employee chooses Delta Dental of Idaho for dental coverage, employee will pay \$ 2.48 toward premium. (See Appendix Ci or Cii)
- Optional Willamette Dental is offered to employees. The employee will be responsible for \$ 4.61 of the premium. (See Appendix Ci or Cii)
- If the employee elects to not enroll in a dental plan (Delta Dental of Idaho or Willamette Dental), the thirty-five dollar and 40 cents (\$35.40) benefit can be added to the medical/vision benefit to reduce cost of medical/vision to the employee.

### F. Life Insurance Benefit:

- Effective September 1, 2017, each regular, full-time employee shall be eligible for district-paid and approved term life insurance coverage, the amount being twenty thousand dollars (\$20,000.00). The amount paid for such life insurance shall not exceed three dollars and sixty cents (\$3.60) per month per eligible employee.
- If the employee or the covered spouse reaches an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below:

Plan 1 and Plan 2 Life Insurance, AD&D Insurance and Plan 2 Dependents Life Insurance:

Age:	Percentag
65 through 69	65%
70 through 74	50%
75 or over	35%

### G. Dependents Life Insurance Plan:

- Each regular full-time employee shall be eligible for district-paid and approved dependent life insurance coverage, the amount being two thousand five hundred dollars (\$2,500.00). The amount paid for such dependent life insurance shall not exceed fifty cents (\$0.50) per month per eligible employee.
- Please refer to Life Insurance Benefit above second paragraph regarding benefits.

### H. American Fidelity Flexible Section 125 "Cafeteria Plan":

Each regular full-time employee will be offered the Section 125 'Cafeteria Plan' to enhance the
fringe benefit package. Under a Section 125 plan, pre-tax dollars are used to purchase benefits. Coverage that is considered under the Section 125 qualified benefits will be clearly defined by the Internal Revenue Code.

### SECTION VIII—SIGNATURES

IN WITNESS WHEREOF,	ave hereunto set	their hands an	d seals the day	and year	written at	Weiser
Washington County, Idaho.						

For the District

For the Representative Organization

May 4, 2017

Dated

### 2017-2018 Salary Schedule Weiser School District No 431

184 Contract Days

### Salary Schedule 2017-2018

Based on placement on 2014-15 schedule

		B15	B30	B50 or M	B70 or M15	B90 or M30
RP1	34,600					
RP2	35,200					
RP3 (<5)	35,900					
RP3 (>5)	36,400			0		
P1 (<6)	35,900					
P1 (>6)	36,400					
10		36,400	36,700	38,750	40,900	43,350
11		36,400	37,700	39,900	42,250	44,950
12		37,100	38,700	41,100	43,650	46,550
13	10	37,100	39,700	42,250	45,000	48,150
14		37,100	40,650	43,450	46,350	49,750
15		37,100	41,650	44,600	47,700	51,300
16		37,100	42,650	45,800	49,100	52,900
17		37,100	42,650	45,800	50,050	54,100
18-22	6.7	37,100	42,650	45,800	50,450	54,500
23 +		37,450	43,050	46,150	50,800	54,900

The BA90 column is closed (2009). Employees in this column, prior to this date, will continue.

Pay Schedule reflects a 184-day contract.

This salary schedule reflects an <u>adaptation</u> of the Weiser School District 2015-2016 Salary Schedule adjusted to represent the state's implementation of a Career Ladder. This schedule is based on all current employees placement on the state salary index as of September 30th, 2014. It also reflects an increase in the minimum salary of \$ 34,600.00 which will apply to all beginning teachers with no experience beginning September 30, 2016. The remaining salary grid reflects a \$1,400.00 increase in every cell, and no cell less than \$34,600.00.

In addition, every certified staff member with **two or more (2+) years of experience teaching <u>for the Weiser School</u> <u>District</u> will receive an** *additional stipend for credits earned beyond their Bachelor's degree***. Official transcripts must be on file at the District Office <u>on or before September 15th</u> to be considered for this Educational Stipend. The additional stipend will be paid (0.5) in December payroll and (0.5) in the June payroll. Education increments are awarded as follows:** 

BA + 12 credits: \$ 500.00 BA + 24 or more credits: \$ 900.00 Masters: \$ 1,800.00

The use of <u>equivalent in-service training</u> credits for recertification up to three (3) may be used for each recertification. (Idaho Code 33-1004A). Successful completion of a state-approved Mathematical Thinking for Instruction (MTI) course shall be counted as official credit.

### LEAVES & PROFESSIONAL IMPROVEMENT

### I. LEAVES

### A. Personal Leave:

- 1. Upon approval of the Superintendent or immediate supervisor, each certificated employee covered by this agreement shall be granted two (2) days of personal leave with full pay during each school year for the purpose of transacting or attending to personal business which requires the employee to be absent during school hours. Personal leave shall not be used later than May 10th except in cases of extenuating circumstances and approved by the Superintendent.
- 2. Personal days cannot be used immediately preceding or following vacation periods. Personal days cannot be used during parent-teacher conferences or during the first 10 days of school, unless approved by the Superintendent. No more than 10% of the building staff will be allowed personal leave at the same time.
- 3. All teachers are required to leave lesson plans for substitutes to cover the period of their absence. The lesson plans should be appropriate for the subject and curriculum being taught.
- 4. Unused personal leave days may accrue and carry forward to a maximum of four days per employee. There will be no compensation for unused personal days.

### B. <u>Professional Leave</u>:

1) Professional Leave without loss of pay may be granted employees to attend professional meetings or to visit other schools, if such is recommended by the employee's immediate supervisor and approved by the Superintendent. A written request for approval of professional leave must be filed in the Superintendent's office at least one week prior to the requested leave. No professional leave will be authorized during test weeks or parent-teacher conferences.

### C. Sick Leave:

1) At the beginning of each new employment year, each certified employee shall be entitled to sick leave without loss of pay of one (1) day for each month of service, or major portion thereof as provided for the employment year. Sick leave maximum will be *two hundred and ninety-seven (297) days*. Refer to District Policy Manual for Family and Medical Leave policy.

### D. Sick Leave Bank:

- 1) Purpose: All certified employees of Weiser School District No. 431 may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by this agreement. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness, extending beyond the employee's accumulated sick leave.
- 2) Areas Covered: Personal illness of the employee or immediate family member (spouse, child, parent, parents of spouse) that would normally result in employee using sick leave days and that can be verified with a doctor's statement
- 3) Membership: Each certified employee shall be responsible for reporting to the district office their intent to be a member of the Sick Leave Bank or their intent not to participate by October 10<sup>th</sup> of each year. They must also have contributed the prescribed number of earned sick leave days to the Sick Leave Bank.
  - a) Those hired after October 10 have 15 days after their teaching contract starts to sign up for participation in the Sick Leave Bank.
  - b) Days contributed remain the property of the bank.
- 4) Committee: The committee will consist of:
  - a) Two board-appointed members
  - b) Two WEA-appointed members
  - c) A fifth member agreed upon by above mentioned four members
  - d) A chairperson will be elected by the committee

### D. Sick Leave Bank (continued):

- 5) The district shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent with the following limitations:
  - a) Each participant must contribute as indicated to remain a member. If, at the beginning of the employment year, the Sick Leave Bank has the maximum of 400 days remaining, the following applies:
  - b) Participants with more than five (5) years experience in the Weiser School District will not be required to contribute one (1) day to the Sick Leave Bank.
  - c) Participants with five (5) years or less Weiser School District experience will contribute at least one (1) day per year to the Sick Leave Bank.
- 6) If, at the beginning of the employment year after all regular contributions have been made, the Sick Leave Bank does not have the maximum of 400 days, the following applies:
  - a) All participants will contribute at least one (1) day per year.
- 7) The maximum number of days in the bank shall not exceed four hundred (400).
- 8) The maximum number of days granted by the Sick Leave Bank Committee for all applicants in one year cannot exceed 200 days per year.

To be eligible for a Sick Leave Bank grant, the certified employee belonging to the Sick Leave Bank must obtain a Sick Leave Bank application form at the district office. The Sick Leave Bank application must be submitted one month prior to the proposed absence or as soon as possible in order for the committee to meet by the fifth of the month to make a decision prior to a payroll period. The certified employee applying must be a member of the Sick Leave Bank and must have used:

- a) All accumulated sick leave and personal leave plus having been out 2 continuous working days in which salary will be/was lost.
- b) The grant will begin with the first day following the above *if* the Sick Leave Bank application has been received and approved by the Sick Leave Bank Committee for anticipated sick leave absences.
- c) Sick Leave Bank members may reapply for additional days.

The committee shall review the application and determine the eligibility of the certified employee. The Sick Leave Bank Committee will respond to each application for a grant in writing within three (3) working days, and in the event the application is denied, will state the reason for such denial. The Committee shall have the authority to make final decisions within the established guidelines as to the disposition of the case.

Bank grants to individual employees will not be carried over from one fiscal year to the next. All sick leave grants will end at the termination of the school year. If an employee does not use all of the days granted by the Sick Leave Bank Committee, the unused days will be returned to the bank. In no case shall an employee be granted more than a total of 120 days from the Sick Leave Bank during employment with the Weiser School District.

If a Disability Insurance Policy, Workman's Compensation or other type of plan or payment pays the employee's salary, the employee will not be eligible to utilize the Sick Leave Bank.

### E. Bereavement Leave:

 Upon approval of the Superintendent, certified personnel shall be granted leave of absence, deductible from sick leave, to attend funerals of immediate family (spouse, children, brother, sister, mother, father). The Superintendent's approval of exceptions must be received. IF ALL SICK LEAVE HAS BEEN USED, SALARY OF SUB-STITUTE SHALL BE DEDUCTED.

### II. PROFESSIONAL IMPROVEMENT

### A. Credit Reimbursement:

1. Each regular, certified employee shall be eligible for a maximum of *one hundred sixty dollars (\$ 160.00)* reimbursement per contract year for approved credits taken during that contract year. Reimbursements are encouraged to be claimed within 90 days of the completion of the course. All claims must include the official transcript and payment receipt. Contract for ensuing year must be signed to receive reimbursement for spring/summer courses.

# **ECONOMY PLAN WITH HSA BENEFIT WITH PREVENTATIVE DRUGS INCLUDED** 2017-2018 Health, Pharmacy, Vision and Dental WEISER SCHOOL DISTRICT #431

Plan:

Deductible: \$3000 per person Pharmacy: Blue Cross of Idaho covers the drugs on the Preventative Drug List at 100%

Coinsurance after deductible met: 70% in-network; 50% out-of-network

Maximum out of Pocket before Major Medical starts: \$5,800.00 (includes a \$3,000.00 deductible) per person

Office Visit Co-Pay: Subject to Deductible

Wellness Program Benefits: Available (see attached)

Employee Option:

Delta Dental of Idaho

Willamette Dental

blue Cross premium for nealth & Vision ONLT	mum for nealth	& VISION ON	
	Blue Cross for H/Ph/Vis	Weiser School District Employee Benefit Amt	Employee Cost: Health Care
Employee	\$ 434.20	(\$449.75)	\$ (15.55)
Employee and Spouse	\$ 948.15	(\$449.75)	\$ 498.40
Employee and Child	\$ 687.75	(\$449.75)	\$ 218.00
<b>Employee and Children</b>	\$ 784.05	(\$449.75)	\$ 334.30
Employee and Family	\$ 1,106.95	(\$449.75)	\$ 657.20
Two Employee + Family	\$ 1,106.95	(\$899.50)	\$ 207.45

Employee Cost: Delta Dental	\$2.48	\$46.84	\$37.62	\$37.62	\$110.16	\$74.78
Weiser School District Employee Benefit Amt	(\$35.40)	(\$35.40)	(\$35.40)	(\$35.40)	(\$35.40)	(\$70.80)
Delta Dental	\$37.88	\$82.24	\$73.02	\$73.02	\$145.58	\$145.58

Willamette Dental	weiser School District Employee Benefit Amt	Employee Cost Willamette Dental
\$ 40.01	(\$35.40)	\$ 4.61
\$ 86.60	(\$35.40)	\$ 51.20
\$ 78.95	(\$35.40)	\$ 41.55
\$ 114.42	(\$35.40)	\$ 79.02
\$ 153.32	(\$35.40)	\$ 117.92
\$ 153.32	(\$70.80)	\$ 82.52

Employee can elect to make a pre-tax contribution to their individual HSA account. PLEASE NOTE THE FOLLOWING:

The maximum defined benefit amount is \$ 449.75: Medical \$ 440.90 and Vision \$8.85 (cannot be separated) Dental benefit is \$ 35.40. Dental benefit may be waived & applied toward the medical premium.

HEALTHY MEASURES DOES NOT APPLY WITH THIS PLAN.

### WEISER SCHOOL DISTRICT #431 STANDARD PLAN\*\*

2017-2018 Health, Pharmacy, Vision and Dental

\*\*Out of Pocket Maximum for Rx \$1,000 per calendar year Deductible: \$ 1500 Individual/ \$ 3000 Family (Subject to Healthy Measures Option) Pharmacy Copay: \$15 / \$30 / \$45

Plan:

Coinsurance after deductible met: 70% up to \$5,500 Out of Pocket Maximum

Maximum out of Pocket before Major Medical starts: \$5,500 .....includes \$1,500 deductible\*

Office Visit Co-Pay: \$20 primary physician/ \$40 specialist co-pay Wellness Program Benefits: Available (see attached)

Employee

Weiser School

Blue Cross premium for H/Ph/Vis

Pharmacy,

Vision

Total Health, Cost

> Employee District

> > premium for

**H/Ph/Vis** 

Blue Cross

Benefit

Amt

491.95

1,074.50

**Employee and Spouse** 

-mployee

42.20 624.75

### Employee Option:

117.92 41.55 79.02 51.20 Employee Willamette Cost: Willamette Dental Employee School District Benefit Weise Amt Willamette 86.60 76.95 153.32 40.01 153.32 114.42 Dental \$2.48 \$46.84 \$110.16 \$37.62 \$74.76 \$37.62 Delta Dental Employee Cost: Delta Dental of Idaho Employee School District Benefit Weiser Amt \$73.02 \$37.88 \$73.02 \$145.56 \$82.24 \$145.56 Dental of Idaho Delta

4.61

## PLEASE NOTE THE FOLLOWING:

wo Employee + Family

Employee and Family

**Employee and Children** 

Employee and Child

Dental benefit is \$ 35.40. Dental benefit may be waived & applied toward the medical premium. The maximum defined benefit amount is \$ 449.75 : Medical \$ 440.90 and Vision \$8.85 (cannot be separated) This includes the Healthy Measures program to help reduce premium increases.

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1,253.30 756.30

\*\* TO INCLUDE HEALTHY MEASURES OPTION: Employee to have physician fill out the Health Qualification Form; additionally, employee to complete the Health Assessment Survey on the BCI website.

\*Maximum Out of Pocket has been reduced to \$5,500.00.

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### 2017-2018

# WEISER SCHOOL DISTRICT #431

August 21	New Teacher Orientation
August 22-24	All Staff Contract Days
August 28	First Day of School
September 4	Labor Day—NO SCHOOL
September 22	Staff Professional Development (1/2 day stud
October 20	End of 1st Quarter
October 25	Parent Teacher Conferences 5:00—8:00 pm

leacher Workday 8:30—12:00 pm	Parent Teacher Conferences 1:00 –4:00pm/5:00-8:00pr	NO SCHOOL
er 26		F 27

	Parent Teacher Conferences 1:00 -4:00pm/5:00-8:00pm
October 27	NO SCHOOL
November 22-24	Thanksgiving Break
December 21	End of First Semester (1/2 day students)
Der 22-lan 2	Christmas & New Year Holiday

the contraction of First Semester (1/2 day students)	. 2 Christmas & New Year Holiday	School Resumes	Martin Luther King Jr./Human Rights Day	Staff Professional Development (1/2 day students)	President's Day	End of 3rd Ouarter
December 71	Dec. 22-Jan. 2	January 3	January 15	February 16	February 19	March 9

End of 3rd Quarter	Parent Teacher Conferences 5:00-8:00pm	Teacher Workday 8:30-12:00pm	Darent Teacher Conference 1:00-4:00mm/5:00-8:00nm
March 9	March 14	March 15	

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March 16	NO SCHOOL
March 26-30	Spring Break
May 20	GRADUATION
May 23	Last Day Students (1/2 day)
May 24	Last Staff Contract Day

	1st Semester	2nd Semester	Total Days
Teachers	84	95	179 + 5 Holidays
Students	78	92	170

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**MARCH 2018** 

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