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STATE OF WISCONSIN BEFORE THE MEDIATOR/ARBITRATOR

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Mediation/Arbitration Between BAYFIELD EDUCATION ASSOCIATION	:	Case 7 No. 36840 Med/Arb-3876 Decision No. 23841-A
and	•	Sharon K. Imes
BAYFIELD SCHOOL DISTRICT	:	Mediator/Arbitrator

APPEARANCES:

<u>Barry Delaney</u>, Executive Director, Chequamegon United Teachers, appearing on behalf of the Bayfield Education Association.

<u>Steve Holzhausen</u>, Membership Consultant, appearing on behalf of the Bayfield School District.

ARBITRATION HEARING BACKGROUND AND JURISDICTION:

On August 4, 1986, the undersigned was notified by the Wisconsin Employment Relations Commission of appointment as mediator/arbitrator under Section 111.70(4)(cm)6 of the Municipal Employment Relations Act in the matter of impasse identified above. Pursuant to statutory requirement, the arbitrator met with the parties for mediation on October 23, 1986. The parties were unable to resolve their differences and the matter proceeded to arbitration that same day. During the hearing, the Bayfield Education Association, hereinafter referred to as the Association, and the Bayfield School District, hereinafter referred to as the Employer or the District, were given full opportunity to present relevant evidence and make oral argument. Subsequently, briefs and reply briefs were filed with and exchanged by the arbitrator, the last of which was received December 9, 1986.

THE FINAL OFFERS:

The remaining issues at impasse between the parties concern the salary schedule and the school calendar. The final offers of the parties are attached as Appendix "A" and "B".

STATUTORY CRITERIA:

Since no voluntary impasse procedure regarding the above-identified impasse was agreed upon between the parties, the undersigned, under the Municipal Employment Relations Act, is required to choose the entire final offer on the unresolved issues of one of the parties after giving consideration to the criteria identified in Section 111.70(4)(cm)7, <u>Wis. Stats.</u>.

POSITIONS OF THE PARTIES:

The parties agree the districts which comprise the Indianhead Athletic Conference, with the exception of the Hurley School District, constitute the appropriate set of comparables. The Association argues the Hurley School District should be included in the comparables since not only 1s it a district within the conference but since it is similar to the Bayfield School District both in geographic location and other demographics which are normally considered when establishing comparability. The District argues the Hurley School District should not be included among the comparables since it has only recently become a part of the conference and since there is no evidence in the record that the parties considered it as a comparable in negotiations.

In addition to differing on the comparables, the parties also disagree regarding which of the two unresolved issues is the determinative issue in this dispute. The Association argues the salary schedule is the major issue and maintains the parties would not even be in arbitration over the calendar if they had been able to resolve their differences over the salary schedule. The District declares the calendar is the determinative issue in this matter since the Association seeks to eliminate one full teaching day, a substantial change in the status quo, without proof of need for the change or offering a quid pro quo.

The Association, arguing its offer is the more reasonable, declares its salary schedule proposal is supported by the following statutory criteria: the interest and welfare of the public, comparability, the cost of living and other factors. Addressing the interest and welfare of the public criterion, the Association rejects what it assumes the District will argue. Stating it believes the District will argue the current farm economy justifies its offer, the Association posits there is little merit in that argument since few people in the District live on farms and very little of the District's equalized valuation is classified as agricultural. The Association also argues that even if the farm economy were to be considered, there is no evidence to indicate this District differs economically from those districts which it considers comparable. It continues that since there are no economical differences comparability should still be considered.

In addition to rejecting the District's argument concerning the status of its economy, the Association posits the District's offer could have a negative impact upon the interest and welfare of the public since it will depress wages within the District compared to wages paid similar teachers in comparable districts. To that end, it states the quality of education in a small district is dependent upon experienced, established teachers. It then theorizes that depressed wages could cause experienced staff to look elsewhere for employment which would result in a loss of experienced staff and a reduced quality of education within the District.

In regard to the cost-of-living criterion, the Association, acknowledging the District may rely upon the Consumer Price Index as support for its offer, seeks to establish the settlement pattern among the comparables as a valid measurement of the cost-of-living as well. Citing a number of arbitration decisions in which the arbitrator relied upon the pattern of settlements as a valid measurement of the cost-of-living within an area, the Association argues the settlement pattern is a more appropriate measurement of the reasonableness of the two offers. In addition, referring to the other factors criterion, the Association supports its use of arbitration decisions as support for its positions by stating that it believes "it is normal and appropriate to consider the rulings of other arbitrators on issues which are similar or identical to the instant issue.

Finally, relying to a considerable degree upon the comparability criterion, the Association states that six of ten possible conference settlements have occurred for 1986-87 and that the data on these settlements clearly supports its offer. Using a benchmark analysis, the Association compares not only the percentage increases but the dollar increases which have occurred at the benchmarks and argues its offer represents a settlement which falls within the limits of the current settlements while the District's offer is less than the lowest settlement among the comparables. The Association adds that when rankings among the settled districts are compared, the District's offer would result in rank dropping in three of the seven benchmarks while its offer would retain the rank maintained among these districts for the past three years. Based upon this evidence, the Association concludes its offer regarding the salary schedule issue is the more reasonable.

Although the Association maintains the calendar issue is a minor one when compared to the salary schedule issue, particularly since the District's offer represents a percent and a half less wage rate increase than the lowest settlement among the comparables, the Association declares that the calendar issue is also an economic issue since it represents the number of days a teacher must work in order to receive a full salary. In that respect, it maintains that the number of days one must work in order to earn a given salary is also indicative of the appropriate pay for work performed. To that extent, it argues that not only does the District provide less pay in similar situations in comparable districts but it requires the teachers to work a longer work year.

In support of its proposal to count two parent-teacher conference days as student membership days, which in effect reduces the number of student contact days by one and the total number of work days by one, the Association states

that a "calendar change which results in an economic benefit change may also be measured against the comparables...." It adds that if the comparison shows that the change sought "...is not atypical and reflects a benefit enjoyed by most,..." a compelling reason for change is demonstrated. Making that comparison, then, it concludes that its offer is closer to the norm among the comparables than is the District's.

The District declares that it "strongly feels...the determinative issue in this case is the Union's...proposal to delete one full teaching day from the 1986-87 school calendar." Arguing that it is a substantial change from the status quo and that it is proposed without demonstrating a compelling need or offering a quid pro quo, the District charges the status quo should be maintained since it best serves the interest and welfare of the public, since the comparables do not support the Association's proposal and since the Association failed to meet its burden of proof in finding a compelling reason for change.

Stating that its offer, the status quo, includes a calendar which contains 187 contract days (180 student contact days, 2 parent-teacher coanference days and 5 inservice days), the District maintains the status quo best meets the interest and welfare of the public since it better maintains the quality of education within the District. In rejecting the Association's proposal, the District asserts the Association seems to have no concern for the educational needs of the District and even seems to have rejected the state-wide goal of a lengthened work year as proposed by the Wisconsin Education Association Council.

Further, acknowledging the Association's reliance upon the comparables for support of its position on the calendar issue, the District declares the comparables do not clearly support the Association's position. It notes that while seven of the ten Association-identified comparables have fewer than 180 student contact days, the Association's position is not supported by a clear majority since the evidence also shows only five of the comparables count parent-teacher conferences as student contact days, days which it maintains are most important in providing a quality education. Adding there "is no reason to delete student contact days for the sole reason of 'the other districts have, why don't we,' the District argues against the Association's proposal.

Referring to the arbitration process, the District maintains arbitrators have upheld "the sanctity of the status quo as a fundamental principle that induces stability in the collective bargaining relationship...." In support of its position, it cites arbitration decisions which have stated that the status quo should not be changed through arbitration unless an "extremely persuasive case" can be made. In that regard, the District asserts the Association has failed to prove there is any compelling need for the change and has failed to offer a quid pro quo and concludes that failure to meet this burden of proof is sufficient reason to reject the Association's final offer.

While the District argues the calendar issue is the most important issue in this dispute since the primary purpose of the District is "to provide the best education possible for the children in the community," it also argues its offer regarding the salary schedule is more reasonable. In support of its position it cites the economic well-being of the taxpayers within its District and argues that its financial condition does not allow it to accept the Assocition's "excessive wage and fringe benefit package" since it will add to the taxpayers' burden.

Specifically rejecting the Association's wage proposal, the District posits the benchmark analysis proposed by the Association should not be the sole determinant as to the reasonableness of the offers since "many nontraditional salary schedules...have been bargained in recent years." It argues these changes make such an analysis unreliable. It adds that the average dollar and percentage increases settled on among the comparables is a better indication of the reasonableness of the offers and to that end maintains both offers are relatively similar, with the District's offer slightly less than the average and the Union's offer slightly more. It continues that since the offers are fairly similar, its offer is more reasonable, not only because it exceeds the increase in the Consumer Price Index in the past year, but because the economic conditions within the District mandate moderate wage proposal increases and because the Association attempts to change the status quo without providing any justification for it.

DISCUSSION:

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In this arbitration, two issues are in dispute, the salary schedule and the school calendar. As indicated earlier, the Association believes the salary schedule to be the major issue and the District believes the school calendar to be the major issue. In concluding that the salary schedule is the major issue in this dispute, it is found the Association's offer is the more reasonable.

In deciding which of the two issues is determinative in this matter, considerable attention was given to the District's argument concerning the school calendar and the Association's proposal to change the status quo without demonstrating a compelling reason for change or offering a quid pro quo. The District is correct in that arbitrators, including this one, are hesitant to award, in arbitration, a change in the collective bargaining relationship without persuasive proof that there is need for the change or without evidence that the party seeking the change has offered a substantial "buy out" to obtain the change. In this instance, the Association did neither. Although there is evidence that some schools within the comparables count parent-teacher conferences as student contact days, the evidence is not conclusive and certainly not persuasive enough to allow comparability to determine the need for a change. Further, although the Association argued an economic impact due to the additional student contact day, in this case a parent contact day, the question of salary relative to days worked is resolved by the total number of days one is expected to work and not by the type of work which must be performed. Consequently, since the District does not require any greater number of days in its employ than exists in the range among the comparable districts, it is found that the District's offer regarding the school calendar is more reasonable.

Having found the District's offer more reasonable, however, does not mean this issue is determinative in the dispute. When more than one issue is involved in a dispute, it must also be decided which of the issues more seriously affects the bargaining relationship between the two parties in order to decide the determinative issues. In this instance, while the loss of a student contact day represents a change in the District's operation, it does not impact upon the District to the extent that it conflicts with state law nor does it make the District's operation very different from the operation of those districts which are considered comparable. Further, although the District alluded to the fact that the loss of a student contact day would affect the quality of education in the District, there was no evidence to that effect. The salary issue, on the other hand, will modify this District's relationship with that of the other districts considered comparable, thus, it must be given greater weight in determining which of the two offers is more reasonable.

In regard to the salary issue, it is found the Association's offer is more reasonable since it more closely approximates the dollar and percent increase both in the benchmark analysis as well as the cost per teacher increase and since it more closely maintains its previous rank among the comparables. In deciding which districts constitute the comparables, it is concluded those districts within the Indianhead Athletic Conference, including Hurley, should comprise the comparables. Although the District argued Hurley should not be included among the comparables, the evidence supports that, in addition to being a part of the athletic conference, it is substantially similar in demographics to the districts within the conference. Not only is it geographically near the conference districts, but it is economically similar. While its student population and number of full time teachers is greater than those within the conference, the data falls within the range of deviation established by a mutually accepted smaller district within the conference when compared with this District. Since only six of the ten districts are settled for 1986-87, those districts are used as the comparables in analyzing the financial impact of the salary offers. They are Butternut, Hurley, Mellen, Mercer, Solon Springs and South Shore.

Before making salary comparisons in order to determine the reasonableness of the offers, the District's argument concerning its financial ability was considered. The evidence shows not only that the District is in no different financial condition than are the comparable districts but that its levy rate is among the lowest of the settled comparables as is its operational cost per student.(1) Further, it shows that over the past few years, the County in

1 The estimated cost per student was used since the 1985 figures were distorted by the sizeable donation received by the District.

which this District resides has had a slight improvement in its financial picture compared to the surrounding counties in which some of the conference districts lie. Not only has its unemployment picture for the period from January through July improved to a greater extent than the surrounding counties but its per capita income from 1982 to 1984 has also shown the greatest increase. Given these facts, it can only be concluded that this District's financial ability is similar to if not better than that of those districts considered comparable.

In submitting its evidence regarding the settlements among the comparables, the District argued the benchmark analysis should not be used stating that "many nontraditional salary schedules...have been bargained in recent years." After reviewing the evidence it is noted that only Mercer modified its schedule by freezing employee movement one year and that was during 1985-86 not 1986-87. While it is acknowledged that Bayfield implemented a split schedule one year and that Solon Springs did not provide the increment increase until mid-year, these methods of settlement concern the actual percentage increase teachers will receive in a given year and do not particularly address a district's effort to maintain a salary schedule similar to that among the comparables since the intent of such adjustments is to provide similar schedule figures at a lesser cost to a district within a given year. Consequently, it is determined that the benchmark analysis is still a valid method of comparison, at least in this set of comparables.

The benchmark analysis refutes the District's position that the offers are somewhat similar. Not only does the District's offer result in a lesser increase in percent and dollars at the benchmarks than among the comparables but it causes a greater movement away from the average than has been maintained by the District in the past. As can be seen in the following chart, the District's offer causes additional deterioration in salary at all the benchmark positions. The Association's offer, on the other hand, maintains almost the same position relative to the average as has existed for the past three years. Further, the Association's offer more closely maintains the rank which the District has held among the settled comparables. The District's offer causes reduction in rank in three of the benchmark positions while the Association's offer causes improvement in rank at only one of the benchmark positions.

Benchmark	Average	<u>Bayfield</u>		llar erence		ference	<u>Rank</u>
BA Minimum 1983-84	13,561	14,128	÷	567	+	4.2	2
1984-85	14,396	14,976	+	580	+	4.0	2
1985–86 1986–87	15,309 16,266	15,874 16,588D	+ +	565 322	++	3.7 3.0	2
1900-07	10,200	16,906A	+	640	+	3.9	2 2 2 2 2
BA/Step 7							
1983-84	16,883	16,904	+	22	+	.1	4
1984-85	17,922	17,918	-	4	-	.02	4
1985-86	19,062	18,993	-	69	-	.4	4 6
1986–87	20,252	19,848D 20,228A	_	404 24	- -	2.0 .1	4
BA Maximum							
1983–84	20,172	20,144	_	28	-	.1	3
1984–85	21,414	21,353	-	61	-	.3	4
1985-86	22,813	22,634	-	179	-	.8	5
1986-87	24,237	23,653D	-	584	-	2.4	5 6 5
		24,105A	-	132	-	•2	5
MA Minimum							
1983-84	14,671	14,855	+	184	+	1.3	3
1984-85	15,574	15,746	+	172	+	1.1	3
1985-86	16,585	16,691	+	106	+	.6	4
1986–87	17,660	17,442D 17,776A	~	218 116	-	1.2	4 3
		17,770A	+	110	+	.7	3

Benchmark	Average	<u>Bayfield</u>	<u>Dollar</u> Difference	<u>Percent</u> Difference	<u>Rank</u>
MA/Step 10 1983-84 1984-85 1985-86 1986-87	20,131 21,371 22,763 24,234	19,678 20,859 22,110 23,105D 23,547A	- 453 - 512 - 653 - 1,127 - 687	- 2.2 - 2.4 - 2.9 - 4.7 - 2.8	5 5 6 5
MA Maximum 1983-84 1984-85 1985-86 1986-87	22,196 23,563 25,135 26,757	22,895 24,269 25,725 26,883D 27,397A	+ 699 + 706 + 590 + 127 + 640	+ 3.1 + 2.9 + 2.3 + .5 + 2.4	3 3 3 3 3
Schedule Maxin 1983-84 1984-85 1985-86 1986-87	num 22,662 24,059 25,932 27,663	23,185 24,576 26,051 27,223D 27,744A	+ 523 + 517 + 119 - 440 + 81	+ 2.3 + 2.2 + .5 - 1.6 + .3	3 3 4 4 4

In addition to the deterioration shown through the benchmark analysis, a comparison of the total package and salary average increases both in dollars and percent indicates the District's offer is not only less than the average established by the comparables, but is less than the lowest settlement. Since the District is unable to demonstrate that its financial condition is any different than that of the comparable districts, a wage offer which is not comparable is found to be less reasonable.

This finding is made despite the fact that the District's offer is reasonable compared to the increase in the Consumer Price Index. Less weight is assigned to the Consumer Price Index increase since there is a clearly established pattern of settlements among the comparables which establishes the percentage increase sought by the Association as reasonable.

In conclusion, having found the Association's offer concerning the salary issue is more reasonable and having found the District's offer concerning the calendar issue is more reasonable and having determined the salary issue carries the greatest weight in deciding this matter, the following award is made based upon review of the evidence and arguments presented and upon the relevancy of the data to the statutory criteria as stated in the above discussion.

AWARD

The final offer of the Association, attached as Appendix "A", together with the stipulations of the parties which reflect prior agreements in bargaining, as well as those provisions of the predecessor agreement which remained unchanged during the course of bargaining, shall be incorporated into the 1986-87 collective bargaining agreement as required by statute.

Dated this 9th day of February, 1987 at La Crosse, Wisconsin.

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Sharon K. Imes Mediator/Arbitrator

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VISCONSIN EMPLOYMENT

THE BAYFIELD EDUCATION ASSOCIATION'S LAST OFFER

The following represents the Bayfield Education Association's last offer for a 1986-87 Collective Bargaining Agreement:

- All provisions of the 1984-86 Collective Bargaining Agreement except as modified below.
- 2) The stipulated agreements.
- 3) The attached calendar.

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4) The attached salary schedule (1985-86 rates increased by 6.5%).

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SCHOOL DISTRICT OF BAYFIELD BAYFIELD, WISCONSIN

1986-87

<u>Step</u>	BA	<u>BA+8</u>	<u>BA+16</u>	<u>BA+24</u>	<u>BA+30</u>	MA	<u>MA+8</u>	<u>MA+16</u>
0	16,906	17,079	17,253	17,427	17,601	17,776	17,950	18,122
1	17,459	17,632	17,807	18,069	18,242	18,416	18,590	18,764
2	18,011	18,186	18,362	18,711	18,882	19,059	19,232	19,405
3	18,567	18,740	18,915	19,351	19,526	19,700	19,873	20,046
4	19,120	19,296	19,468	19,993	20,167	20,340	20,514	20,690
5	19,675	19,848	20,022	20,633	20,808	20,983	21,156	21,330
6	20,228	20,401	20,576	21,274	21,451	21,625	21,796	21,971
7	20,782	20,955	21,129	21,918	22,091	22,265	22,438	22,614
8	21,336	21,509	21,683	22,558	22,732	22,907	23,080	23,254
9	21,889	22,064	22,237	23,199	23,375	23,547	23,722	23,895
10	22,443	22,617	22,791	23,840	24,016	24,188	24,363	24,537
11	22,997	23,170	23,345	24,483	24,657	24,832	25,005	25,179
12	23,551	23,724	23,898	25,124	25,298	25,472	25,646	25,820
13	24,105	24,278	24,452	25,766	25,939	26,113	26,288	26,461
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BAYFIELD PUBLIC SCHOOL CALENDAR (1986-87)

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BAYFIELD PUBLIC SCHOOL CALENDAR (1986-87)

(Continued)

August 25 & 26 - First Work Days (Inservice Days)

August 27 - First Student Day

September 1 - Labor Day (Non-Workday)

October 31 - Inservice Day

- November 6 Parent/Teacher/Student Conferences in the evening full day of school during the day
- November 7 Parent/Teacher/Student Conferences in the morning teachers can leave at noon

November 26, 27 & 28 - Thanksgiving (Non-Workdays)

December 22 - January 2 - Holiday Break (Non-Workdays)

- January 16 Inservice Day (1/2 day planned Inservice and 1/2 day teachers can work on end of semester work)
- February 16 President's Day (Non-Workday)
- March 26 Parent/Teacher/Student Conferences in the evening full day of school during the day
- March 27 Parent/Teacher/Student Conferences in the morning teachers can leave at noon

April 17 & 20 - Holidays (Non-Workdays)

May 25 - Holiday (Non-Workday)

June 3 - Last Student Day

June 4 - Last Work Day (Inservice)

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FINAL OFFER

OF THE

SCHOOL DISTRICT OF BAYFIELD

JULY 16, 1986

This offer of the School District of Bayfield shall include the previous agreement with the Bayfield Education Association, the tentative agreements between the parties and any attached modifications.

This offer shall be effective July 1, 1986, and shall remain in full force and effect through June 30, 1987

Stine Hollanse For the School District of Bayfield

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1. 1986-87 Salary Schedule - See attached

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2. 1986-87 School Calendar - See attached

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SCHOOL DISTRICT OF BAYFIELD

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BAYFIELD, WISCONSIN

1986-87

STEP	BA	BA+8	BA+16	BA+24	<u>BA+30</u>	MA	<u>MA+8</u>	<u>MA+16</u>
0	16588	16759	16929	17099	17271	17442	17612	17782
1	17131	17301	17472	17729	17900	18070	18240	18412
2	17673	17844	18017	18360	18528	18701	18871	19041
3	18219	18388	18560	18988	19159	19330	19500	19670
4	18761	18933	19103	19618	19788	19958	20129	20301
5	19305	19476	19646	20246	20417	20589	20759	20929
6	19848	20018	20189	20875	21048	21219	21387	21558
7	20392	20561	20732	21506	21676	21847	22017	22190
8	20935	21105	21276	22134	22306	22477	22646	22818
9	21478	21649	21820	22763	22936	23105	23276	23447
10	22021	22193	22363	23392	23565	23734	23905	24076
11	22565	22735	22906	24024	24194	24365	24536	24706
12	23109	23278	23449	24653	24823	24993	25165	25335
13	23653	23822	23993	25282	25452	25622	25795	25964
14				25912	26082	26254	26423	26593
15						26883	27053	27223

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BAYF1ELD	PUBLIC	SCHOOL	CALENDAR	(1986-87)
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