

EMPLOYMENT CONTRACT
(Superintendent of Schools)

THIS EMPLOYMENT CONTRACT is between MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, by and through its Board of Education (the "Board"), and KEN HAPTONSTALL (the "Superintendent").

RECITALS:

A. Pursuant to section 22-32-110(1)(g), C.R.S., the Board and the Superintendent desire to enter into an Employment Contract; and

B. The Superintendent is qualified to act as Superintendent of Schools for Mesa County Valley School District No. 51 (the "District"), and is willing to serve the Board in such office, upon the terms and conditions set forth herein; and

C. The parties acknowledge that the terms and conditions of this Employment Contract (herein, the "Agreement") constitute valid consideration for the obligations and duties set forth herein; and

D. This Agreement is a statement of Board policy and as such shall supersede all previous policies of the Board in conflict with the terms hereof.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date and Term.

1.1. Effective Date. This Agreement shall be effective on July 1, 2017 ("Effective Date").

1.2. Term of Employment. The Board employs the Superintendent, and the Superintendent accepts employment, as Superintendent of Schools for the District. The term of employment shall commence on the Effective Date, and shall expire at 5:00 p.m. on June 30, 2020, unless sooner terminated in accordance with the provisions of this Agreement. The term "Contract Year" as used in this Agreement shall refer to any one-year period during the term of this Agreement that begins on the Effective Date or an anniversary thereof and ends on the following June 30.

1.3. Renewal. Unless the Board notifies the Superintendent in writing before the 15th day of February of the Contract Year that this Agreement will not be extended, the Board shall be deemed to have extended this Agreement for an additional one (1) year term extending from the initial expiration date or from the extended expiration date, as the case may be. However, unless otherwise agreed in writing, this Agreement may not be extended for more than two (2) successive one year renewal terms following the initial three-year term. The Superintendent shall, by certified mail or personal delivery to each Board member, remind the Board of the

existence of this automatic renewal clause during each Contract Year in which it may apply. Such reminder notice shall be sent or personally delivered by December 1 of said Contract Year. Failure to mail or personally deliver the required reminder notice shall invalidate this automatic renewal clause. Superintendent shall receive the salary and benefits as provided in Paragraph 3 below during any renewal term, unless otherwise agreed in writing by the parties.

2. Professional Responsibilities of Superintendent.

2.1 Duties of Superintendent. At all times during the term of this Agreement, the Superintendent shall—

2.1.1 Faithfully and diligently perform and fulfill his duties and responsibilities as Superintendent of Schools and chief administrative officer of the District as set forth in Board Policy CBA/CBC;

2.1.2 Possess a valid license to serve as Superintendent in accordance with Colorado law and regulations of the Colorado State Board of Education, and keep and maintain such Superintendent's license in full force and effect during the term;

2.1.3 Maintain a high degree of visibility and involvement in the local community through attendance or appearances at school-sponsored events and activities, community events and activities within the District, and/or meetings of local clubs, organizations and other governmental bodies.

2.1.4 Have charge of the administration of the schools, and shall organize, reorganize, and arrange the administrative and supervisory staff as best serves the District;

2.1.5 Direct and assign teachers and other employees under his supervision;

2.1.6 Serve as the chief executive officer of the Board, and shall, unless excused, attend all Board meetings and Board-created citizen committee meetings, serve as an *ex officio* member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups;

2.1.7 Recommend such regulations, rules, and procedures that he deems necessary or appropriate for the proper and efficient operation of the District or its compliance with applicable Board policies and state, federal and other local laws; and

2.1.8 In general, discharge all duties incumbent upon or incident to the office of the Superintendent of Schools, including, but not limited to, those obligations and responsibilities that are now or hereafter imposed on or assigned to the District's superintendent and/or chief administrative officer by applicable federal and state laws and regulations and/or other policies of the Board, and such other duties as may be reasonably

assigned by the Board. The Board shall not have the right to reassign the Superintendent to any other position in the District except by written agreement signed by the Parties.

2.2. Relationship to the Board. The Superintendent shall at all times report to and be subject to the supervision of the Board. The Superintendent shall not be obligated to take action or to refrain from action based solely upon the instruction or direction of an individual member of the Board unless said individual member has been duly authorized by the Board to give such instruction or direction on its behalf. The Board and each individual Board member shall promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. The Superintendent shall cause each referral to be investigated and report the results to the Board promptly. Prior to such report, neither the Board nor any individual Board member shall act on the matter. The Board shall have the option to meet without the Superintendent present to discuss matters relating to the Superintendent's status or performance. It shall inform the Superintendent of the nature of the discussion, and the Superintendent shall be given an opportunity to respond to any complaint or criticism received or discussed in these sessions.

2.3 Full-time Services. This Agreement is a full-time employment contract, and Superintendent will devote his attention to the functions of his position at all times during the term. The Superintendent will not ordinarily be expected to perform services on weekends or legal holidays; however, the Superintendent shall remain available on such days when reasonably necessary to meet the responsibilities of his position.

2.4 Outside Activities. The Superintendent shall be permitted, after giving advance notice to the Board, to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations of a short term duration such as will not impede or interfere with his ability to fully perform his duties as superintendent, but shall not engage in activities for which a salary, fee, or honorarium is paid without the prior approval of the Board. Such activities shall not cause the Superintendent to be absent from the District more than a total of five (5) days during any Contract Year, unless additional absences are approved in advance by the Board. Unused days allowed for such authorized absences may not be carried over or used in any subsequent Contract Year. In no event shall the District be responsible for any expenses attendant to the performance of these outside activities unless approved in advance by the Board or otherwise eligible for expense reimbursement under this Agreement. This Paragraph 2.4 shall not apply to or prevent the Superintendent from engaging in post-secondary education teaching activities conducted outside the regular school day and that do not require the Superintendent to be absent from the District during the school day. Except for any materials developed by the District and/or the Superintendent during the term of this Agreement related to District programs or activities, the Superintendent may keep copies of any speeches, presentations, or other published writings he gives or authors during the term of this Agreement (collectively, "Personal Works") and the District and Superintendent shall both retain a perpetual, irrevocable, royalty-free, fully transferrable license to the Personal Works.

2.5 Residence. The Superintendent shall reside within the District at all times during the term of this Agreement.

3. Compensation

3.1 Base Salary. The District shall pay the Superintendent for his services a base annual salary of Two Hundred Five Thousand Dollars (\$205,000.00) for the initial Contract Year. Base annual salary shall be paid in equal monthly installments in accordance with the policy of the Board governing payment of salary to other licensed members of the professional staff. All base salary payments shall be subject to applicable deductions and withholdings as required by law. The base annual salary during each remaining Contract Year of the initial and any renewal or extended term shall be increased at the same average rate or percentage (including steps, COLA and/or stipends) as all teachers in the District receive for that Contract Year, or at any time by written addendum signed by each of the parties. In no event shall the annual salary for any Contract Year be less than the base annual salary paid to the Superintendent in the immediately preceding Contract Year.

3.2 Benefits. In addition to the salary specified in Paragraph 3.1 above, the Superintendent shall be entitled to the following:

3.2.1 Vacation. The Superintendent shall be entitled to twenty-five (25) days paid vacation per Contract Year, exclusive of regular school holidays and weekends. Vacation leave is accrued proportionately to the time of service in any given year but the entire yearly allowance may be utilized at any time during the year, subject to reimbursement to the District if leave is taken in excess of the proportion finally accrued; provided, however that the Superintendent shall not take vacation at a time that the Board determines would be detrimental to the interests of the District. The Superintendent shall use best efforts to use vacation days in the same Contract Year in which they are accrued. However, up to ten (10) unused vacation days may be carried over to the next succeeding Contract Year with the approval of the Board president. At the end of each Contract Year, the District shall pay the Superintendent for any accrued but unused vacation days in excess of thirty (30) days at the *per diem* rate in effect during that Contract Year. Upon termination, unused accumulated vacation will be compensated at the *per diem* salary rate then in effect.

3.2.2 Transportation. The Superintendent shall be paid a vehicle allowance of One Thousand Dollars (\$1,000.00) per month for travel within the District. In the event the Superintendent utilizes his personal vehicle for travel on District business, the Superintendent shall be responsible for the cost of fuel, maintenance, repair and required insurance coverage of such personal vehicle. The District shall provide the Superintendent with an automobile for out-of-District travel on District business. All costs for maintenance and repair of the District automobile provided and expenses incidental to such automobile usage, including fuel and automobile insurance coverage meeting the requirements of Colorado law, shall be borne by the District.

3.2.3 Insurance. Health, dental and vision insurance under the regular District self-insured plans or group policies shall be provided to the Superintendent and his eligible dependents at no cost to the Superintendent.

3.2.4 Professional Memberships. The District shall pay membership fees or dues for the Superintendent to maintain membership in the Colorado Association of School Executives, and in such other professional, civic, or service organizations as may be approved by the Board.

3.2.5 Professional Meetings/Growth. The District will pay the expenses of the Superintendent to attend professional meetings at the local, state, and national level, subject to prior approval of the Board. The Superintendent shall be reimbursed for reasonable expenses for travel, meals and incidentals incurred while attending or traveling to attend professional meetings as a representative of the District. The District shall reimburse the Superintendent for all reasonable expenses incurred in successfully completing professional growth courses approved in advance by the Board, including tuition, textbooks, mileage, meals and other necessary costs, in accordance with Paragraph 4 below.

3.2.6 Cell Phone. The Superintendent shall receive reimbursement for his actual expenses incurred in obtaining a cellular telephone for use in conducting District business, subject to submission of receipts or other adequate proof of payment, but in no event shall the total amount of such reimbursement exceed the sum of One Hundred Forty Dollars (\$140.00) per month during the term, unless otherwise approved by the Board.

3.2.7. Other Fringe benefits. The Superintendent shall be entitled to receive other fringe benefits not otherwise described above, such as paid sick leave and paid holidays, as provided by law or Board policy for licensed year-round administrative personnel employed by the District; provided, however, that the Board will not eliminate or diminish any such fringe benefits as applied to the Superintendent during the term of this Agreement.

3.3 Performance Incentive Pay. During any Contract Year the Board may, after consulting with the Superintendent, establish a performance incentive pay plan (a "PIP Plan") affording Superintendent an opportunity to earn annual incentive compensation during the term hereof for timely completion of tasks and/or achievement of goals assigned by Board to Superintendent. Such incentive compensation, if any, shall be apart from and in addition to the annual base salary and benefits specified in Paragraphs 3.1 and 3.2 above, and shall be paid at the times and according to the terms determined by the Board. The PIP Plan shall be in writing and contain a detailed description of the performance criteria, contingencies and measures upon which the Board shall determine Superintendent's entitlement to incentive pay, the method to be used in calculating the amount of such pay, and all other applicable terms and conditions,

including those provisions that are necessary to have the incentive compensation included as "salary" under state law and applicable rules of the Colorado Public Employees' Retirement Association. No PIP Plan shall be valid unless it is approved by the Board, which approval may be withheld for any reason in the Board's absolute discretion. Upon Board approval, a PIP Plan established pursuant to this paragraph shall be deemed to be incorporated and made part of this Agreement as if fully set forth herein.

4. Reimbursement of Expenses

The District shall reimburse the Superintendent for all reasonable and appropriate expenses incurred by him in the performance of his duties under this Agreement, subject to submission of receipts or other adequate proof of payment.

5. Evaluation

Within sixty (60) days following the commencement of each Contract Year during the term of this Agreement, the Superintendent shall meet with the Board to identify personal and District goals and objectives for the Contract Year. Without limiting the rights and options of either party under the terms of paragraphs 9 and 10 below, the Board shall, in the month of February during each Contract Year, conduct a review conference with the Superintendent. The purpose of the conference shall be to evaluate progress toward such personal and District goals and objectives. The time for the evaluation may be extended by mutual agreement of the parties.

6. Indemnification

6.1 Hold Harmless. To the extent permitted by law, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, action or legal proceedings brought against the Superintendent by or on behalf of the District, and any criminal proceedings brought against the Superintendent), in an individual capacity or in an official capacity as agent and employee of the District, provided that the claim arose from an act or omission of the Superintendent during the performance of his duties and within the scope of his employment, and such act or omission is not willful and wanton.

6.2 Provision of a Defense. The obligations of the District pursuant to this Paragraph 6 shall be conditioned on (a) prompt notification to the District by the Superintendent of any threatened or reasonably contemplated claim; (b) full cooperation by the Superintendent with the District and its legal counsel in defending the claim; and (c) the Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the prior written consent of the Board. In the event the District has provided a defense pursuant to this Paragraph 6, and a court having jurisdiction over the matter determines that the claim did not arise out of an act or omission of the Superintendent occurring during the performance of his duties and within the scope of his employment, or that the Superintendent's act or omission was willful and wanton, the Superintendent shall reimburse the District for the reasonable costs and

reasonable attorneys' fees incurred in the defense of the Superintendent, as well as any final judgment actually incurred and paid on his behalf by the District.

6.3 Individual Liability of Board Members. In no event shall individual Board members be individually or collectively liable or responsible to the Superintendent for defending or indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

7. Applicable Law and Policy

This Agreement is subject to and includes all applicable federal and state laws and, except as specifically provided to the contrary herein, all duly adopted policies, rules, and regulations of the District as are in effect or which become in effect during the term of this Agreement. The Board specifically reserves the right to change its policies, rules and regulations at any time without prior notice; provided, however, that such changes shall not affect the term, salary, fringe benefits in Paragraph 3.1, indemnification or termination provisions of this Agreement.

8. Termination.

8.1 Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

8.2 Disability of Superintendent. Subject to applicable state and federal law, should the Superintendent be unable, with or without reasonable accommodation(s) as required by law, to perform the essential functions or duties of his employment and position in accordance with this Agreement by reason of illness, accident, mental or physical disability, or other cause beyond the Superintendent's control, and such disability continues following the exhaustion of the Superintendent's accrued vacation and sick leave days during any Contract Year, the Board may make a proportionate deduction from the Superintendent's base annual salary for the Contract Year. If such disability continues for an additional period of at least thirty (30) days following the exhaustion of accrued vacation and sick leave days, or if such disability is permanent, irreparable, or of such nature as to render the Superintendent unable to perform the essential functions or duties of his employment and position in accordance with this Agreement, with or without reasonable accommodation as required by law, the Board may terminate this Agreement by written notice to Superintendent, whereupon the respective duties, rights and obligations of the parties shall terminate.

If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a licensed physician. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree, a physician shall be designated by the Board president. The examination shall be performed at the expense of the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing physical or mental disability that prevents him/her from

performing the essential functions of his employment and position in accordance with this Agreement, with or without reasonable accommodation.

8.3 Discharge for Cause. The Superintendent may be discharged for cause, which shall include any of the grounds set forth in Section 22-63-301, C.R.S. (but the procedures and other provisions of that article shall not apply); provided, however, that the Board shall not arbitrarily or capriciously call for the Superintendent's discharge, and the Superintendent shall have the right to receive with a written statement of charges, notice of hearing, a fair hearing before the Board (no member of which the Superintendent shall claim to be disqualified for any reason) or, at the option of the Superintendent, before an impartial hearing officer appointed by the Board. The Superintendent shall also have the right to be represented by legal counsel at such hearing at his sole expense. The hearing may be closed at the option of either party. The Board may in its discretion suspend the Superintendent with pay pending such proceedings in accordance with Paragraph 9 of this Agreement. In the event of discharge for cause, no severance payment or other compensation for the remainder of the term shall be due the Superintendent, except as provided in Paragraph 8.7 below. Nothing in this paragraph shall be construed so as to limit or restrict or as a precondition on the right of the either party to pursue legal remedies otherwise available at law or equity.

8.4 Termination For Reasons Other Than For Cause.

8.4.1 By Superintendent. The Superintendent may elect to terminate this Agreement by giving notice in writing within the time periods specified in paragraph 8.6 below.

8.4.2 By the Board. The Board may elect to terminate this Agreement for reasons other than cause by giving the Superintendent written notice of such termination. In the event of termination for reasons other than cause during the first Contract Year, the Superintendent shall receive a lump sum payment in lieu of sums due for salary hereunder amounting to twelve (12) months' salary, at the rate then in effect. In the event of termination for reasons other than cause during the second Contract Year, the Superintendent shall receive a lump sum payment in lieu of sums due for salary hereunder amounting to six (6) months' salary, at the rate then in effect. In the event of termination for reasons other than cause during the third or any subsequent Contract Year during the term or renewal term of this Agreement, the Superintendent shall receive a lump sum payment in lieu of sums due for salary hereunder equal to the balance of the salary payable to Superintendent for the remainder of the then-current Contract Year as of the date of termination or three (3) months' salary at the rate then in effect, whichever is lesser. The District's obligations under this Paragraph 8.4.2 shall not be subject to non-appropriation under Paragraph 11 of this Agreement or Colorado law.

8.5 Death of the Superintendent. This Agreement shall automatically terminate upon the death of the Superintendent.

8.6 Damage Provision. The Superintendent agrees to pay damages to the District pursuant to subsection 22-63-202(2)(a), C.R.S., and the Board shall be authorized to collect or withhold damages from compensation due or payable to the Superintendent in an amount up to and including one-twelfth of the annual salary specified in this Agreement, if the Superintendent abandons, breaches, or otherwise refuses to perform services for the District pursuant to this Agreement, unless the Superintendent has given written notice to the Board on or before July 1 of the applicable Contract Year that he will not fulfill his obligations under this Agreement during the succeeding academic year. During the academic year, Superintendent must give at least thirty (30) days' written notice to the Board to the effect that he wishes to be relieved of his obligations under this Agreement for the remainder of the Contract Year as of a certain date.

8.7 Payment on Termination. Upon separation from the District prior to the end of the term for any reason, the Superintendent shall receive, in addition to any other compensation to which he may be entitled under this Agreement, the per diem amount of his current salary owed to the date of termination, plus pay for any accrued but unused vacation days pursuant to Paragraph 3.2.1 above and his accumulated but unpaid sick leave benefits, if any, as provided by Board policy for such benefits as it applies to licensed year-round administrative employees. Such amount will be paid in one lump sum within seven (7) business days of the termination date.

9. Administrative Leave

The Board may, at any time, place the Superintendent on administrative leave with pay and benefits for such purposes and period of time as the Board deems to be in the best interest of the District. In any case, the Superintendent shall be notified in writing of reasons for the administrative leave as well as the duration of such leave as anticipated by the Board

10. Annual Physical

An annual physical examination shall be required of the Superintendent. That portion of the cost of the examination that is not reimbursed by the District's health plan shall be paid by the District, provided that the Board shall, in confidence, be supplied with a report from the examining physician concerning the state of the Superintendent's health.

11. Fiscal Funding.

In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect District debt or other financial obligation whatsoever. The District and Superintendent understand and acknowledge that the obligation of the District to perform financial obligations hereunder constitutes a current expense of the District payable exclusively from District's funds and shall not in any way be construed to be a general obligation indebtedness of the District within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the District concerning the

creation of indebtedness. The parties further acknowledge and agree that the Board has no obligation to fund the financial obligations under this Agreement other than for the current year of the contract term, that the Board has not irrevocably pledged and held for payment sufficient cash reserves for the payment of salary or benefits herein for the entire term hereof, that the District has not pledged the full-faith and credit of the District to the payment of the obligations hereunder, and that this Agreement shall not directly or contingently obligate the District to apply money from, or levy or pledge any form of taxation to, the payment thereof. The parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of the District's current fiscal period ending upon the next succeeding June 30, and that financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Notwithstanding any other provision of this Agreement, the District may terminate this Agreement without any liability, penalty or other obligation at the end of any District fiscal year upon thirty (30) days' prior written notice to Superintendent that such contingency is not or will not be met, except that the District shall in any event be obligated to pay compensation as provided in Paragraph 8.7 above as well as the lump sum payments provided for in Paragraph 8.4.2 for the applicable Contract Year. However, without creating any pledge, lien, restriction or encumbrance upon funds available to the Board in future fiscal years, Board shall each year during the term of this Agreement make reasonable, good faith efforts to budget, appropriate and make available sufficient funds to meet its obligations under this Agreement, including payment of the salary, benefits and other amounts due or to become due to Superintendent during such year.

12. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of hand delivery or of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

President, Board of Education
Mesa County Valley School District No. 51
2115 Grand Avenue
Grand Junction, Colorado 81501

If to Superintendent, to:

Ken Haptonstall
1096 22 road
Grand Junction, CO 81505

13. Miscellaneous

13.1 This Agreement shall be governed by the laws of the State of Colorado. Venue for any action brought in connection with this Agreement shall be exclusively in Mesa County, Colorado.

13.2 Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

13.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

13.4 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.

13.5 If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in full force and effect.

13.6 This Agreement is one for personal services to be provided to the District only and may not be assigned. Any compensation due and payable to the Superintendent under this Agreement shall be payable to his heirs and legal representatives in the event of his death.

13.7 The provisions contained in Paragraphs 6.1, 6.2 6.3, 8.6 and 8.7 shall survive any termination of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, this 12th day of May 2017.

MESA COUNTY VALLEY SCHOOL
DISTRICT NO. 51

By Thomas M. Parrish
Tom Parrish
Board Vice-President

Attest: Terri N. Wells
Terri N. Wells
Secretary, Board of Education

Ken Haptonstall
Ken Haptonstall

July 22, 2018 - July 28, 2018

July 2018

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