

6-30-74

Lapeer

AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF THE

LAPEER PUBLIC SCHOOLS

AND

LAPEER EDUCATION ASSOCIATION

OF THE

LAPEER PUBLIC SCHOOLS

LABOR AND INDUSTRIAL

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Michigan State University

1973-1974

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A G R E E M E N T

This agreement entered into this first day of July, 1973, by and between the BOARD OF EDUCATION OF THE LAPEER PUBLIC SCHOOLS, Lapeer County, Michigan, hereinafter called the "Board" and the Lapeer Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Lapeer is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

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

It is agreed:

ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative of all certificated classroom teachers teaching in academic fields, librarians and counselors employed, or to be employed, under contract with the Board (whether or not assigned to a public schools building) but excluding nurses, the Superintendent, the Assistant to the Superintendent, Principals, Assistant Principals, the Business Manager, Athletic Director, and other supervisory, administrative and executive personnel. The term "teacher" as used in this Agreement shall mean any person who is a member of the bargaining unit, both male and female. The Association will represent substitute teachers for rate of pay.

B. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to teachers in the bargaining unit for the duration of this Agreement.

C. Dues deduction

1. Upon written authorization from the teacher, in accordance with State Law, the Board agrees to deduct dues of the Association (including MEA and NEA) from the regular salary as provided herein. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. The amount of such dues will be certified by the Association on or before September 15 of each year, or sign and deliver to the

Board an assignment authorizing deduction of a representation fee equivalent to the dues of the Association (including the National and Michigan Education Associations).

2. Such sums shall be deducted from the second (2) pay of every month commencing the second (2) pay of September for nine (9) months from the salary of all teachers authorizing deductions. Teachers joining the Association after the beginning of the school year and signing and delivering to the Board an agreement authorizing deduction of said membership dues will have dues deducted as prorated from the second (2) pay of every month commencing with their second (2) pay through May. Such sums will be remitted within thirty (30) days to the Association.

3. Limit of Board's liability. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of actions taken or not taken by the Board for the purpose of complying with the section of this Agreement.

Any teacher who wishes to pay cash for this fee must pay the full amount to the Treasurer of the L. E. A. within thirty (30) days of the commencement of employment.

In the event the representation fee shall not be paid, the Board upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition shall immediately notify said teacher that his services shall be discontinued at the end of the current year. The Board shall follow the dismissal procedure of the Michigan Tenure Act. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment. However, if at the end of the year, the teacher, or teachers, receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission, or a court of competent jurisdiction, such teacher's service shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of such charge, or such teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said manner by the Tenure Commission, or a court of competent jurisdiction.

Limit of Employer's Liability. The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of actions taken or not taken by the employee for the purpose of complying with this section (Association Security) of this Agreement.

ARTICLE II
BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965.

ARTICLE III
ASSOCIATION RIGHTS

The Association, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for professional meetings for Lapeer teachers. Bulletin boards in the teachers' lounges and the inter-school mail shall be made available for official business of the Association. Should a shortage of materials or equipment force the administration to adopt a policy which would restrict their use, the administration will notify the Association and building principal of this policy and establish a scale for reimbursement for those materials used by the Association.

The Board agrees to furnish to the Association in response to an annual request pertinent information concerning the financial resources of the district and Board-approved budgetary requirements as presented to governmental units in such form as is maintained by the Board.

ARTICLE IV
TEACHER RIGHTS AND RESPONSIBILITIES

The Association and the teachers recognize that the basic duty of each teacher is to use his skill and expertise in the most effective and proper manner to improve the quality of the educational process in the Lapeer schools.

The success of the teacher in fulfilling his duty to the school system and his profession is dependent upon, among other things, the devotion of extra time to self-improvement and out-of-school time for preparation of projects and lesson plans, grading of papers, and counseling with parents.

The Association and the teachers further recognize and incorporate by reference the Code of Ethics of the Michigan Education Association, as adopted by the Representative Assembly of said Association in April of 1963, as the basic standard of professional conduct to which they will adhere in the performance of their obligations to the Board and the children of Lapeer.

In order to insure the continued improvement of the educational process of the Lapeer Schools, to enable the teachers to fulfill their obligations to the system, and to assure the continued cooperation of the faculty and staff, the Association and the teachers agree:

1. Curriculum. The Instructional Committee of the Association and the teachers will assist the administration in the development and staffing of department and grade committees for the purpose of reviewing, revising, updating and amending current curriculum and for evaluation of permanent records of the students. These committees may analyze the curriculum or a particular discipline from elementary through secondary, or may study one or more grade levels, including the range of courses offered at said level or levels.

2. Textbooks. The Association and teachers will continue, in accordance with past practice, to assume initial responsibility for the review and selection of textbooks. Appropriate committees may review all textbooks and through the appropriate administrative official forward to the Board the department or grade level recommendation as to the text or texts most appropriate for use.

3. Building Design and Teaching Equipment. The Association and the teachers recognize their obligations to furnish the resource personnel and staff evaluations, recommendations, and educational specifications in order to assist the Board and the administration in the selection of teaching materials and equipment and in the educational design of new or remodeled school buildings.

4. Discipline Policy. A Discipline Policy Committee will be formed upon the request of the Association or the Board of Education for the junior and senior high schools. The committee will be comprised of members appointed by the Board and the Association.

The foregoing committees, study groups, or faculty councils shall serve as advisory, consultative and fact-finding bodies only, and the failure of the Board to adopt any of the recommendations submitted shall not constitute the basis of a grievance. The Board agrees, however, that the Association and the teachers shall have the right to submit its recommendations and views on these subjects.

5. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age (except as defined in tenure act) sex or marital status. The Association also agrees that they will not discriminate against teachers for the above listed reasons.

ARTICLE V

CALENDAR OUTLINE

A. The parties agree that the school calendar is a negotiable item and further agree that it will be negotiated one year in advance. The currently agreed calendar is set forth in Appendix A.

B. There will not be more than one hundred ninety (190) paid contractual days in the traditional school year. The one hundred ninety (190) days shall include all legal and allowable membership days. If a twelve month school calendar is adopted, there will not be more than two hundred fifty (250) contractual days.

C. The traditional school year will commence on or about September 1 and end no later than the end of the tenth (10th) working day in June. A twelve month school year will begin on or about July 1.

D. If adjustments are needed to fulfill the State of Michigan requirements of one hundred eighty (180) membership days, the adjustment shall be made during the spring vacation or during down time if a twelve month school is in operation.

E. The Association shall be advised of the date or dates of the Board meetings when the school calendar will be adopted.

F. If a holiday falls on a Tuesday, the Monday before shall be a day of which school will not be in session. If a holiday falls on a Thursday, the following Friday shall be a day of which will not be in session.

ARTICLE VI

THE SCHOOL DAY

The basic school day for all teaching personnel shall be that teachers will be in their buildings 15 minutes before classes start in the morning until 30 minutes after classes in the afternoon. Second session at the Lapeer Senior High School will reverse requirements for beginning of school and ending school time requirement. It is recognized, however, that in the case of librarians and counselors, changes may be necessitated. Actual working hours for librarians and counselors will be established by the building principal in accordance with established past practices. It is recognized by the Association that each teacher is expected to be punctual and regular in his attendance.

Subject to emergency conditions, all full-time elementary teachers will be scheduled for a duty free lunch period of not less than twenty-five (25) consecutive minutes unless otherwise worked out between the staff and the principal and approved by the administration.

ARTICLE VII

PUPIL TEACHER RATIOS AND CLASS SCHEDULES

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure high quality education that is the goal of both the teachers and the Board.

Because the teacher-pupil ratio is an important aspect of an effective educational program, the parties agree that the Board, or its designated representative, will meet with Association representatives after the opening of school to examine both the enrollments within the buildings and between buildings for the purpose of determining ways of adjusting teaching loads equitably to all teachers.

Following ratios and schedules will be maintained:

- A. Kindergarten through eighth grade teacher-pupil ratio will be 30 to 1 or less. This will be an objective within the Lapeer Public School District. In the event that this ratio cannot be filled, it shall not be subject to a grievance procedure nor will it be in violation of this agreement.
- B. Senior High School teachers: An academic load of one hundred seventy (170) pupils or less.
- C. We will maintain the same ratio of classes to teachers in the area of elementary art, elementary music and elementary physical education as are being employed for the 1973-74 school year.
- D. Within reasonable limit we will maintain the same ratio of students to teachers in the area of counselors at both the Senior High and Junior High level as are being employed for the 1973-74 school year.

The foregoing standards will not be applicable to non-academic classes (e. g. physical education, music, etc.). Teachers engaged in team teaching shall not be assigned more than the above teaching loads on a weekly pupil-hour basis per teacher.

The basic teaching schedule for Senior High teachers shall consist of five (5) classes and a conference period, or four (4) classes, a conference period and a study hall or other assigned duty. Junior High teachers shall have six (6) classes and a conference period. One or more of these six (6) classes may be a study hall or other assigned duty. No Junior High or Senior High teacher shall have more than three (3) preparations if possible as determined by the principal. If a teacher requests four (4) preparations or more it would be allowed.

No teacher shall be expected to assume sponsorship for more than one extracurricular activity such as a club or class sponsorship per year.

ARTICLE VIII

TEACHER EVALUATION

A. All teachers and the Association recognize the right, duty and responsibility of principals and supervisors to make periodic evaluations of the performance of the teachers. All monitoring and classroom observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with the full knowledge of the teacher.

B. Each teacher, upon request, shall have the right to review the total contents of his personnel file maintained by the School System. The review will be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials, letters or reference from universities are specifically exempted from such review. The administrator shall remove marked credentials and confidential reports from the file prior to a review of the file by the teacher.

In the event material is to be placed in a teacher's file after September 1, 1973, and such information may be used in evaluating the teacher, administration will endeavor to show the information to the teacher before it is placed in the file. The teacher shall initial the material and should the teacher feel the information is inappropriate or in error, he may have his written objections attached to said item, but he may not file a grievance on the matter. If the teacher is not shown the information at the time it is placed in the file, he may at any time have his written objections attached to the information.

C. In regard to probationary teachers, at least one (1) evaluation will be made each school year by the principal or immediate supervisor and a copy of each evaluation will be presented to the probationary teacher. In the event that a probationary teacher is denied tenure, or is served with a notice of dismissal in accordance with the Michigan Teacher Tenure Law, said action shall be subject to the Professional Grievance Procedure through step three (3).

D. No teacher shall be disciplined or reprimanded without just cause. Any such discipline or reprimand shall be subject to the grievance procedure unless otherwise provided in this agreement provided any adverse evaluation of teacher performance shall be subject to the grievance procedure through Board level only.

ARTICLE IX

TEACHING ASSIGNMENTS AND TRANSFERS

A. In recognition of the fact that students are entitled to be taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their respective teaching certificates or their major or minor fields of study, except in accordance with the regulations of the Michigan Department of Education and for good cause.

B. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent, principal or teacher-in-charge as soon as practicable, and under normal circumstances, not later than February 1 annually. Such statement shall indicate the grade or subject to which the teacher desires to be assigned or the school or schools to which the teacher desires to be transferred.

C. Teachers shall be notified in writing of their tentative programs for the coming school year, including the schools to which they will be assigned, the grade and subjects that they will teach, and any unusual or special classes to which they will be assigned. The notice will be given as soon as practicable.

D. It is recognized that changes in grade and subject assignment may often become necessary and that the changes may prove to be beneficial to the teacher, the students, and the School System. In determining the assignments and transfers, the convenience and wishes of the individual teachers will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the School System and the pupils. An involuntary transfer or assignment shall be made only after a meeting with the teacher, a representative of the Board of Directors of the Association, and the Superintendent or his designee, at which time the teacher will be notified of the reason for the assignment or transfer. Every effort will be made to avoid the reassignment or transfer of teachers.

E. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Teachers who are assigned to more than one school in any one school day shall receive twelve cents (12¢) per mile for all inter-school travel.

ARTICLE X

VACANCIES AND PROMOTIONS

A. Whenever any vacancy or new position within the bargaining unit in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy and its minimum requirements to the Association and providing for appropriate posting in every school building. Vacancies that occur in the summer will be posted in the Board of Education Building, Senior and Junior High Schools, and notification shall be sent to the President of the Association. No vacancy or new position shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days.

Paid extracurricular activities shall be posted separately in advance from teaching duties for a period of 5 days. If no applications are received, they would be posted with existing classroom vacancies.

If no applications are received when an extracurricular activity is resigned, the administration reserves the right to reassignment in the academically certified area or to hold in that position until such time as a replacement can be employed.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants both from within and outside the school system, the length of time each has been in the school system and the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications are substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for the purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status.

C. The Superintendent shall acknowledge receipt of all requests for consideration, and shall inform the staff member as soon as possible as to the disposition of the request. All vacancies require new applications.

D. It is recognized that the administrative positions will be posted in the same manner as those within the bargaining unit to advise teachers of such vacancies. Teachers may apply for such vacancies.

ARTICLE XI

PHYSICAL EXAMINATION

A. If the Board requires by policy a physical examination, any person who is newly employed as a teacher in the Lapeer Schools shall, before reporting for duty, be examined by a licensed physician who shall file a written report to the Superintendent of the teacher's physical condition.

B. The cost of physical examinations required by the Board will be subject to Board expense.

ARTICLE XII

PROCEDURE WHEN ABSENT BECAUSE OF ILLNESS

When a teacher finds it is necessary to be absent from his regular teaching assignment because of illness, he will call the secretary of the Principal or designated person as soon as the need for a substitute is known.

ARTICLE XIII

LEAVE

The annual contract of every teacher shall become effective on the date he begins his service in the school, and at such time, unless otherwise herein provided, he will be entitled to the following leave provisions.

A. Personal Absence. A teacher absent from duty because of personal illness or illness (other than those covered in this article under Section B) in the immediate family shall be paid his full salary for the period of such absence, not to exceed ten (10) working days for ten-month employees and twelve (12) days for twelve-month employees in any one year, except where additional leave time has been accumulated. Immediate family includes the employee's spouse, children, father, mother, brother, sister or any other person whose relationship is equivalent to that of a household relative. In addition to the above a sick leave credit may be claimed by the employee for critical illness or death of his grandparents or grandchildren. The ten (10) or twelve (12) days annual leave shall be credited to the teacher on the basis of one (1) day per month. Summer employees shall be granted on a pro rata basis 1 day per month of accumulative sick leave. Sick leave may accumulate to 185 days.

A working day shall be considered to include the following paid leave days: bereavement, personal business days, jury duty, previously earned sick leave days, compulsory absence under Section F of this Article, business or conference time, or personal emergency under Section K of this Article. Any leave time advanced beyond the annual earned leave time will be deducted from the final payment to the teacher in each semester.

At the beginning of every school year each teacher shall be advanced five (5) days of sick leave plus the number of days of sick leave not used during the prior school years. At the beginning of the second semester each teacher shall be advanced five (5) days of sick leave plus the number of unused sick leave days not used during the prior years. Sick leave shall accumulate on the basis of one day per eighteen (18) consecutive working days.

If, at the beginning of any school year, a teacher is ill and unable to resume his teaching duties in this School System and such teacher had unused accumulated sick leave days at the end of the prior school year, he will be allowed to use such previously accumulated sick leave days while he remains ill and unable to work, provided he is not otherwise employed and is not eligible for any benefits under Act 136 Public Acts of 1945. Such teacher shall not be credited with any additional annual sick leave days until he has returned to his teaching duties in this School System.

Any teacher whose personal illness extends beyond the period of compensation provided by accumulated sick leave provisions shall be granted a leave of absence without pay or fringe benefits except as paid by teacher for such time as is necessary for complete recovery from such illness. Any teacher on leave of absence without pay or fringe benefits except as paid by teacher shall not be entitled to advancement on the salary schedule. Upon return from leave of absence, the Board will return the teacher to a position which is available and for which the teacher is certified.

Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workmen's Compensation Law and the sick leave benefits herein provided.

To the extent that the Board makes payment to the teacher for that portion of his salary not reimbursed under the Workmen's Compensation Law, said partial payments shall be charged after the first ten (10) days pro rata against the teacher's accumulated sick leave days.

B. Bereavement Leave. Absence without loss of salary for up to a total of five (5) working days in any school year for each of the categories enumerated below shall be allowed, the first five (5) days are not to be deducted from accumulative sick leave:

1. Death in the teacher's immediate family. Immediate family shall be defined as mother, father, children, and spouse. If such leave is more than five (5) working days, time lost will be deducted from the teacher's sick leave. If death occurs within five (5) days prior to a working day, leave will be allowed.
2. One (1) working day a year for death of a friend or relative not elsewhere defined in this agreement. Such day is deductible from sick leave.

C. Absence for Personal Business. All employees covered by this agreement shall be allowed two days off per year with pay for the purpose of attending to personal business. Personal business is an absence necessitated by circumstances that are of a personal nature to the employee and cannot be attended to outside the normal working day. This must be requested with explanation in writing to the building principal. The leave may be of such a nature that a request in writing is not practical. In this event, the building principal should be contacted by telephone prior to the absence. Approval for personal business days will be determined at the discretion of the Assistant Superintendent. Any denial of a personal business day will be subject to approval of a three-man committee comprised of a member of the Lapeer Board of Education, a member of the Lapeer Education Association and a member of the Administration. Personal business days may not be used for vacation or hunting. Personal business days can accumulate to four (4) days effective with July 1, 1970. Such days shall not accumulate retroactive to this agreement.

D. A maternity leave without pay and fringe benefits, except as paid by the teacher shall be granted to a female teacher as provided herein. The teacher must, at least five months prior to the expected birth, submit a written request for the leave together with a statement from the attending physician stating the approximate delivery date. The teacher

may be allowed to complete any portion of the school year provided she submits a written statement from her physician certifying her fitness to continue to work without harm to herself or the unborn child. The teacher shall be entitled to return from such leave at the beginning of any semester within two (2) years from the date of the commencement of the leave if a vacancy exists. If a vacancy does not exist, the leave will be extended until a vacancy occurs without loss of accumulative sick leave. Upon such return the Board will make every effort to return the teacher to an assignment comparable to that held by the teacher before going on leave, although it is recognized that such assignment cannot be guaranteed. Any teacher returning from maternity leave shall not be entitled to advancement on the salary schedule for the period of absence.

E. Absence for Jury Duty. Any teacher summoned to jury duty shall be paid his full salary for each working day of absence providing that jury fees less mileage are refunded by the teacher to the Board.

F. Compulsory Absence. A teacher served with a subpoena resulting in involuntary absence shall be paid his full salary providing that the witness fees less mileage are refunded by the teacher to the Board.

G. Military Leave. Any teacher who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving active acts of warfare, shall be granted leave of absence without pay for the period of such absence. Full credit on the salary schedule for each calendar year or major portion thereof spent in such military service will be granted to those so leaving Lapeer's teaching service and returning thereto, provided that rights under this paragraph will terminate upon any voluntary extension of such military service.

H. Leave for Graduate Study. A teacher shall be granted a leave of absence without pay or fringe benefits except as paid by teacher for a year's graduate study. The teacher will be allowed a year's credit on the salary schedule provided he satisfactorily completes his graduate study. Upon return from graduate study the Board will return the teacher to an available position for which he is certified.

I. Leave of absence under paragraphs B-2, D, G. and H shall be in writing. Whenever practical, such requests shall be in advance of the leave.

J. Business or Conference Time. In the event that the Association is desirous of sending representatives to local, state or national conferences conducted by the Association for the further-cause of its own professional purposes, or other business leaves pertinent to the Association affairs, said representative shall be excused, providing the frequency does not impair the quality effect of classroom instruction, and providing that said request for leave has been submitted to the Superintendent for his approval as soon as possible prior to the leave. When these days accumulate to eight (8) in any school year, the Association will reimburse the district for the costs of substitutes for the additional days. Association business defined as determined by L. E. A. past policy.

K. Personal Emergency. One day per year is to be allowed for personal emergency. Such day is deductible from accumulative sick leave.

L. In all leave of absences relating to maternity, medical, military or education, the teacher must notify the Board in writing of their intent to return at least 90 days before the end of the semester of the leave.

M. A teacher may request a conference day for professional improvement. It is understood that this will be granted at the discretion of the administration.

ARTICLE XIV

RETIREMENT

Retirement is mandatory for any teacher becoming sixty-five years of age prior to the beginning of school in September of any year; however, the Board of Education may temporarily continue, on criteria equally applied to all teachers, the contract, on a year-to-year basis of any teacher whom the Board of Education might wish to retain beyond the established retirement age for the benefit of the school system.

The Board may require either a written statement from the teacher's personal physician or a physical examination of such employee by an appropriate specialist. Such examination to be at the Board's expense.

ARTICLE XV

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in his classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just. The Board further recognizes that teachers cannot maintain the proper classroom atmosphere when, and if, they are charged with the responsibility of serving as custodians for emotionally disturbed children. It shall be the responsibility of the teacher to report immediately to his Principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.

B. If criminal or civil proceedings are brought against a teacher arising out of disciplinary action taken by a teacher against a student, the Association, after review of the facts of the case, may request the Board to furnish legal counsel to defend him in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" is a claim by a teacher or a group of teachers of an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement or any rule or regulation of the Board affecting conditions of employment of a teacher or group of teachers.

Section B. Purpose

1. The purpose of the Grievance Procedure is to secure at the lowest possible administrative level, proper solutions to a grievance. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

2. Nothing herein shall prohibit any aggrieved person from discussing his grievance informally with any member of the administration.

Section C. Procedure

1. A teacher who believes that a grievance exists shall first discuss the alleged grievance with his building principal either personally or with an Association representative in an attempt to reach a satisfactory solution.

2. The Association, believing that a grievance exists shall file a written grievance, with remedy requested by signature of any affected teacher and Association representative with the Board or its designated representative within ten (10) school days of the alleged violation or the discovery thereof. The Board hereby designates as its representative for such purpose the Principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.

3. Within five (5) school days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teacher(s) shall be informed by the Association of the time and place of the meeting and at

their option may be present. If the meeting is with the school principal and the parties cannot agree, within five (5) school days the decision of the principal and the reasons therefor shall be transmitted in writing to the President of the Association. If no decision is given by the principal, the grievance automatically moves to the superintendent. If the decision of the principal is not satisfactory to the Association, then the Association shall submit the grievance in writing to the superintendent within five (5) school days. If the grievance is transmitted to the superintendent, he shall within ten (10) school days meet with the Association in an effort to resolve the grievance. Affected teacher(s) shall be informed by the Association of the time and place of the meeting and at their option may be present. The superintendent or his designee shall have five (5) school days to transmit his decision and reasons in writing to the Association.

4. If the Association is not satisfied with the decision of the superintendent or if no decision has been rendered within the time limits of Step 3, the grievance shall be transmitted to the Board Secretary or other designee of the Board. The Board shall hold a hearing thereon or it shall designate one or more of its members to hold a hearing, provided however, that in no event except with mutual agreement of the Association and the Board, shall final determination of the grievance be made by the Board more than thirty (30) school days after its submission to the Board. The final decision of the Board and reasons shall be submitted in writing to the president of the Association. If the grievance does not involve an alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement, the decision of the Board shall be final.

5. If the decision of the Board is not satisfactory to the Association and if the grievance involves an alleged violation, misinterpretation or misapplication of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Superintendent or the local Association President as the case may be within twenty (20) days after receipt of the Board's answer in Paragraph 4. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notice is given within the twenty (20) day period, the Board's answer shall be final and binding on the Association, the employee or employees involved, and the Board. The parties shall attempt, within five (5) school days after the receipt of the notice of submission to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by the party desiring arbitration no later than twenty (20) calendar days after receipt of the notice of submission to arbitration unless both parties agree in writing to extend the time limitation. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

Powers of the Arbitrator. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in writing, setting forth his findings and conclusions in a case of an alleged violation, misinterpretation or misapplication of a specific Article and Section of this Agreement.

1. He shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement, nor shall he make any decisions which require the commission of an act prohibited by law or requires the Board to reinstate or reemploy any probationary teacher whose services were discontinued.
2. He shall have no power to rule on any matter involving the assignment and/or reassignment to any position in coaching or extracurricular activities.

At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish Briefs.

The fees and expenses of the Arbitrator and the fees and expenses of the Arbitration, including the expense of a transcript, if requested or required by the Arbitrator, shall be shared equally by the Board and the Association. The expenses of, and the compensation for, each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.

The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board, and judgment thereon may be entered in any court of competent jurisdiction.

6. If any tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement to all professional compensation lost and shall be entitled to all provisions of this Agreement retroactive.

7. If the time limits described and defined in this particular Grievance Procedure are not observed by the Association, the

grievance will be considered to be abandoned. If the time limits described and defined in this particular Grievance Procedure are not observed by the Board, the Association may process the grievance to the next step.

8. The following matters shall not be the basis of any grievance procedure outlined in this Article:

- A. The termination of services or failure to reemploy any probationary teacher.
- B. Placing of a probationary teacher on a third (3rd) year of probation.
- C. Any claim or complaint for which there is specific remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedure specified in the Teacher Tenure Act, (Act 4 of the Public Acts, Extra Session of 1937 of Michigan, as amended).

GRIEVANCE REPORT FORM

<u>Building</u>	<u>Assignment</u>	<u>Grievance's Name</u>
A. Date Cause of Grievance Occurred <u> </u> / <u> </u> / <u> </u>		
B. Statement of Grievance _____ _____ _____		
C. Relief sought _____ _____ _____		
_____ Signature		_____ Date
<p>NOTE: 1) If additional space is needed in B or C, attach additional sheets.</p> <p>2) Submit to Principal in Duplicate.</p> <p>3) All provisions of Article XVI of the Agreement dated July 1, 1973 will be strictly observed in the settlement of grievances.</p>		

ARTICLE XVII

SALARY SCHEDULE

The attached salary schedule shall be effective for the 1973-1974 School Year and shall be part of this Agreement. The salaries contained therein shall be full compensation for the services performed by the teacher for the school year as covered by this Agreement. All teachers shall be on the schedule.

ARTICLE XVIII

MICELLANEOUS PROVISIONS

A. Copies of this Agreement shall be prepared at the expense of the Board; and presented to all teachers now or hereafter employed by the Board.

B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All individual contracts shall be subject to the terms of this Agreement, and if any individual contract is inconsistent herewith, the terms of the Agreement shall govern.

C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. The complete negotiations process --The parties acknowledge that during the negotiations which resulted in this agreement each has had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly, waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XIX

DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 1973 until June 30, 1974. Sixty days prior to June 30, 1974 the parties of this agreement agree to reopen negotiations. Written notice from either party will suffice for the purposes of reopening the contract.

ARTICLE XX

PROFESSIONAL RESPONSIBILITIES

The Association recognizes that strikes, as defined by Section I of the Michigan Public Act #336 of 1947 as amended, by teachers are contrary to law and public policy. The Association agrees that it will not direct, authorize, instigate, encourage, condone, support or participate in any strike by any teacher or group of teachers and that in the event any such strike should occur, it will exert every effort reasonable within its power to terminate the same forthwith.

ARTICLE XXI

LIFE INSURANCE

The Board agrees to provide group term life insurance of \$5,000 per teacher for all staff members carrying the health insurance as provided by the Board. Teachers who do not qualify for health insurance shall be provided group term life insurance of \$8,000 per teacher.

ARTICLE XXII

RETIREMENT ALLOWANCE

The Board agrees to provide \$100 upon retirement to teachers who have taught for the district ten (10) years. In addition, the Board agrees to provide \$10 per year above the ten year level upon retirement to teachers who have taught for the district to a maximum of thirty (30) years. Maximum allowable would be \$300.

ARTICLE XXIII

LENGTH OF SERVICE LISTS

Annually, by October 1st and February 1st the Board of Education will provide the Association with a list of teachers indicating their length of service to this school system. Length of service lists will be provided on an experience level basis through ten (10) years.

ARTICLE XXIV

DEPARTMENT CHAIRMEN

- I. Responsibilities of individual departments
 - A. Develop and establish major objectives of the department and the aims of specific courses.
 - B. Make recommendations for addition and deletion of courses.
 - C. Provide any necessary and desirable uniformity within the same courses.
 - D. Evaluate textbooks and materials for adoption.
 - E. Constantly evaluate curriculum in terms of its ability to meet the needs of students.
 - F. Provide guidelines for each subject area to incorporate a complete curriculum guide.

- II. Proposed departmental divisions
 - A. Language Arts
 1. English
 2. Foreign Language
 - B. Social Studies
 - C. Math
 - D. Science
 - E. Commercial
 - F. Home Economics
 - G. Vocational
 1. Shop
 2. Mechanical Drawing
 3. Agriculture

- H. Fine Arts
 - 1. Art
 - 2. Music
 - I. Physical Education
 - J. Library
- III. Selection procedure of Departmental Chairmen - Qualifications
- A. Two years high school experience in the department.
 - B. Major in the field of teaching - North Central requirements
 - C. Leadership ability
 - D. Initiative
 - E. Attitude
 - F. Ability to work with colleagues
 - G. Knowledge of curriculum developments in their subject
- IV. Duties of Department Chairmen
- A. Supervision of Department
 - 1. Assist the building principal by recommendations in the assignment of classroom teachers, recognizing this is an advisory responsibility.
 - 2. Prepare a semester critique indicating the progress of the department in meeting the needs of the students.
 - B. Administration of the department
 - 1. Lead department in accomplishing its responsibilities.
 - 2. Call and plan regular department meetings.
 - 3. Make available current developments and trends in the area of curriculum to members of the department.
 - 4. Encourage a program of inservice training.
 - 5. Submit to the principal a proposed list of needs of the department and coordinate the listing of priorities if finances are available and budgeted to meet these expenditures. This list should be compiled by the sixth marking period of the year preceding the next school year.
 - 6. Cooperate with other department chairmen in any integrating activities that may be desirable.
 - 7. Arrange for the requisition of books.
 - 8. Be responsible for orientation of new teachers in the department.
 - 9. In cooperation with the department, submit a list of books and audio-visual materials recommended for purchase to the library.
 - 10. Supervising and/or attend extracurricular activities which the department sponsors.
- V. Provisions for
- A. Department Chairmen
 - 1. One hour of release time for the chairman of the Language Arts Department.
 - 2. Three-fourths of one percent of base salary per teacher in that department for any department chairman without released time excluding Physical Education and Library departments - effective immediately.

B. Program

1. To be implemented by the beginning of the second semester of the 1971-72 school year.
2. Posting for vacancy of department chairmen as soon as possible.

VI. Reappointment of Department Chairmen

- A. The Department Chairman will be subject to review annually for reappointment.
- B. The annual review will be conducted by members of the administration of the school district.

All provisions of Sections 3, 4, and 6 of the Department Chairmen Proposal are aggrievable through Step 3 only of the Grievance Procedure.

Negotiations for the Department Chairmen will be reopened prior to April 1 of any year when requested by either the Association or the Board.

If the Board develops an austerity program because of financial limitations or student selection of courses mandates a lower work load the Board should be allowed to discontinue the financial remunerations or released time for Department Chairmen.

A Department Chairmen Council will be formed comprised of the Department Chairmen and the principal of the high school acting as the chairman of the Council.

The following procedures will be followed for all departments. All matters pertaining to department problems will go from the Department, to the Department Chairman, to the Principal, to the Curriculum Coordinator, to the Assistant Superintendent, then to the Superintendent prior to introduction to the Board.

ARTICLE XXV

REDUCTIONS IN PERSONNEL

A. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:

1. Teachers aides as provided in Board Policy shall be laid off first.
2. Specially-certificated teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully-certificated teachers to replace and perform all of the duties of the laid-off teachers.
3. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully-certified teachers to replace and perform all of the duties of the laid-off teachers.

4. If reduction is still necessary, the following two sets of factors shall be considered. The primary group considerations will be certification or qualification, past performance, evaluation, and length of service in the school district. These factors will be given equal weight with one another. In the event that all factors above described are equal, then the following factors shall be considered for final determination of the layoff procedure. Background and attainments, experience, ability, attitude, attendance, interests, capabilities.

B. After a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid-off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified, the order of priority shall be in the reverse order of layoff.

C. Every effort will be made to employ laid off teachers as substitutes, providing they are available at the time of call and in keeping with present board policy.

D. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association. Each teacher shall be given 30 days written notice of his or her lay-off date.

E. In the event the Association questions the wisdom of the Employer as to specific teachers (1) being laid off or not being laid off, or (2) filling vacant teaching positions (as set forth above), or not filling such position, the Employer will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information is reasonable, timely, and intended in good faith.

F. In conjunction with the Agreement between the Association and the Board, it is intended that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.

G. Except in the event of a local or national disaster, all teachers shall be given at least 30 days written notice. Lay off procedures in the event of a local or national disaster shall be in keeping with the contract provisions in Article XXV Reductions in Personnel. The official action of the Board of Education at a public meeting shall constitute written notice. Each teacher laid off shall be notified in writing by the Board of Education following such official Board action.

ARTICLE XXVI

SUBSTITUTE TEACHERS

A. The rate of pay for substitute teachers, regardless of duration, shall be \$30.00 per day. It shall begin at date of ratification by Board.

B. The Board will endeavor to hire substitutes in Elementary and Junior High School in the areas of Art, Music, Physical Education and Special Reading if qualified persons are available, and according to past practices of the Board.

TEACHERS' SALARY SCHEDULE

1973 - 1974

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	\$ 8,700	\$ 9,375
1	\$ 9,200	\$ 9,800
2	\$ 9,700	\$ 10,325
3	\$ 10,200	\$ 10,850
4	\$ 10,750	\$ 11,450
5	\$ 11,250	\$ 12,000
6	\$ 11,850	\$ 12,650
7	\$ 12,500	\$ 13,350
8	\$ 13,100	\$ 14,100
9	\$ 13,600	\$ 14,700
10	\$ 14,300	\$ 15,300
11	\$ 14,600	\$ 15,700

COACHING SCHEDULE

1973 - 1974

<u>COACHING ASSIGNMENT</u>	<u>% of Individual's Base Pay for Years of Coaching</u>
Head Football	10%
Varsity Assistant	8%
J. V. Football	7%
9th Grade Football	6%
Head Basketball	10%
J. V. Basketball	7%
9th Grade Basketball	6%
8th Grade Basketball	5%
Varsity Baseball	7%
J. V. Baseball	6%
9th Grade Baseball	5%
Varsity Track	7%
9th Grade Track	5%
Varsity Tennis	6%
Varsity Golf	5%
Faculty Manager	5%
Wrestling	7%
Cross Country	5%
8th Grade Football	3%
Hockey	4%
Girls Tennis	4%
Girls Track	4%
Girls Basketball	6%
Girls Softball	5%

STATEMENTS REGARDING COACHES SALARY

1. Each Coach shall be given the percentage of the step on the Salary Schedule that corresponds to his total coaching experience, in any school, in that particular sport.
2. No coaching experience will be applicable unless it is in the assigned sport.
3. Each Coach is expected to accept the full responsibility of time, effort, and character, and set the proper example in his assigned coaching job.
4. Coaches are expected to participate in other extracurricular activities, including class sponsorship.
5. Each Coach shall take on other duties such as helping at games without expecting any further remuneration.
6. It is understood that the Coaches will spend the time necessary before school opens in the fall and after school closes in the spring to take care of the details relative to athletic equipment, etc.

MILITARY SERVICE

Two years credit on the salary schedule may be allowed for military service. This is not to be retroactive.

ADULT CLASSES - DRIVER EDUCATION

The rate for Adult Classes and Driver Education will be \$6.25 per hour.

OTHER ACTIVITIES SCHEDULE

Band, Summer Program	\$840
Yearbook	\$315
Band	\$315
Class Play (2 per year)	\$270 each
Cheerleaders	\$250
G. A. C.	\$250
Debate	\$200
Forensics	\$200
7th Grade Basketball	\$200
Gymnastics	\$550
Intramural	\$400

7th grade basketball, gymnastics and intramural per current practice regarding hours spent.

SPECIAL EDUCATION TEACHERS

Special education teachers shall be paid the additional sums above base salary as listed:

1973-1974	\$300
1974-1975	\$200
1975-1976	\$100
1977-	base salary

INSURANCE

A. September 1, 1973, the Board agrees to pay the premiums to provide Blue Cross-Blue Shield Health Care MVF-1 with Master Medical and the following riders DCCR, IMB-OB, ML and prescription drugs, \$2.00 deductible up to full family coverage for each regular full time teacher not already covered by another health care plan in accordance with the group operating agreement between the Board and said insurance carrier, at the rate as determined by actual cost through June 30, 1974.

The Board will also continue to pay the premium upon the ratification of this agreement to continue to provide M. E. A. Hospitalization at the rate as determined by actual cost through June 30, 1974 in the district for up to full family coverage for each regular full time teacher not already covered by another health care plan.

The Board will carry employees retiring or eligible to retire for a period of two months after the date of their resignation.

B. In order to use the M. E. A. Hospitalization Insurance coverage provided by the Board of Education, the employee must certify to the Business Office that he is not covered by any other Health Insurance Program.

C. All S. and F. riders on the Blue Cross-Blue Shield policies are the individual responsibility of teachers.

D. Dental Care Program - On a carrier and program certified by the Board of Education the Board agrees to pay 50% of cost for each enrollee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized as of the

Board of Education of the
Lapeer Public Schools

Lapeer Education Association
of the Lapeer Public Schools

by _____
Joseph Curley, Pres.

by _____
Lawrence Kaiser, Pres.

and _____
Leland Bates, Sec.

and _____
Barbara Richardson, Sec.

Ratified by the Lapeer Education Association
Ratified by the Lapeer Board of Education

ADDITIONAL PROVISIONS OF THE SALARY SCHEDULE

1. Bachelor's Degree - minimum salary \$8,700, maximum salary \$14,600.
2. Master's Degree - minimum salary \$9,375, maximum salary \$15,700.
3. Blue Cross or M. E. A. Insurance
4. Credit may be allowed for Military Service.
5. Teachers with Special Certificates who earn their degree and who have taught 5 years or longer will be allowed 5 years credit to place them on the degree schedule.
6. All tenure teachers coming into the Lapeer School System should consider themselves on probation for the first year.
7. A teacher absent for any purpose other than those listed on the leave policy shall be deducted the amount the teacher earns per day on the contractual salary.
8. Part-time teachers are paid only when they teach. Part-time teachers may be paid if they attend teacher conference.
9. Persons earning a Master's Degree shall have their salary adjusted by submitting proof of fulfilling the requirements for the degree through a transcript. Such adjustments to be awarded semi-annually.
10. If yearbook is not a classroom activity, the rate will be \$315. If it is a classroom experience, no extra remuneration. More than one individual may be employed for the purpose of guidance for the yearbook staff. Arrangements are to be made which are satisfactory to the teachers involved. There will be no more than \$315 total remuneration paid if the yearbook is not a classroom activity.
11. If Forensics and Debate is not a classroom activity, the rate will be \$200 for Forensics and \$200 for Debate. If it is a classroom experience, no extra remuneration.

LAPEER PUBLIC SCHOOLS

*SCHOOL CALENDAR

1974-1975

Labor Day	September 2, 1974
Pre-School Conference	September 3, 1974
First Day of School	September 4, 1974
Thanksgiving	November 20, 1974 at end of regular day
Christmas Vacation Begins	December 20, 1974 at end of regular day
School Resumes	January 6, 1975
Last Day of First Semester	January 31, 1975
First Day of Second Semester	February 3, 1975
Spring Vacation Begins	March 27, 1975 at end of regular day
Good Friday	March 28, 1975
Easter	March 30, 1975
School Resumes	April 7, 1975
Memorial Day	May 26, 1975 No School
Last Day of School	June 13, 1975

185 Teacher Days

181 Student Days

* It is understood that if a twelve month school is adopted by the Board of Education a new calendar will be negotiated to allow the implementation.

FIRST SEMESTER

<u>Month</u>	<u>Teacher Days</u>	<u>Student Attendance Days</u>
September	20	19
October	23	23
November	19	19
December	15	15
January	<u>20</u>	<u>18$\frac{1}{2}$</u>
Total	97	94 $\frac{1}{2}$

SECOND SEMESTER

<u>Month</u>	<u>Teacher Days</u>	<u>Student Attendance Days</u>
February	20	20
March	19	19
April	18	18
May	21	21
June	<u>10</u>	<u>8$\frac{1}{2}$</u>
Total	88	86 $\frac{1}{2}$

Total Teacher days 185

Total Instruction days 181