

CONTRACT

Between the

**TEAMSTERS LOCAL NO. 633
OF NEW HAMPSHIRE**

for the

**HUDSON SCHOOL DISTRICT
CUSTODIANS, ELECTRICIANS,
HVAC TECHNICIANS, AND MAINTENANCE WORKERS**

and the

SCHOOL BOARD

of the

**HUDSON, NEW HAMPSHIRE
SCHOOL DISTRICT**

from

July 1, 2011—June 30, 2014

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PREAMBLE

To encourage and increase harmonious working relationships between the Hudson School District (hereinafter the "District") represented by the Hudson School Board (hereinafter the "Board") being the Board of Education for the Hudson School District, and its employees represented by the Teamsters Union No. 633 of New Hampshire (hereinafter the "Union") join in this Agreement.

This Agreement made and entered into on this 25th day of 2010, by and between the Board acting for the District and the Union.

For the Hudson School Board

Mr. Gary Rodgers, Chairman
Mr. Lee Lavoie, Vice Chairman
Ms. Laura Bisson
Ms. Patty Langlais
Mr. Lars Christiansen

For the Hudson School District Custodians, Electricians, HVAC Technicians, and Maintenance Workers Teamsters Local No. 633 of N.H.

Mr. Gerard Michaud
Mr. Daniel Hogle

Article 1 – Recognition

The Board agrees to recognize the Union as the sole and exclusive bargaining agent in the matter of wages, hours and other conditions of employment of all custodians, electricians, HVAC technicians, maintenance workers, hereinafter referred to as "employee", employed by the above named Employer.

The term "employee" includes regular full-time (30 or more hours per week) and regular part-time (less than 30 hours per week) employee.

This agreement does not apply to newly hired personnel until they have completed their ninety (90) day probationary period, nor to temporary employees.

The Union steward as well as the Union Business Agent will be notified, in writing, when a probationary employee satisfactorily completes his/her probationary period.

Article 2 – Duration of Contract

This contract goes into effect July 2011 and will expire June 30, 2014.

Article 3 – Negotiations Procedure

- A. Negotiations for a successor agreement shall begin no later than August 15 of the last year of this agreement.

It is the responsibility of the Teamster Local No. 633 of New Hampshire to notify the Board in writing prior to that date of its desire to begin negotiations. Failure to do so shall relieve the Board of any obligation to bargain a successor agreement for the following year, and time is of the essence. Ground rules for negotiations shall be set by the two parties at the first negotiations meeting.

Both parties agree to freely exchange ideas, proposals and counter proposals, and negotiate in good faith.

Any part of the negotiation agreement which is found to be contrary to law will not be binding on either party.

In the event impasse is declared by either party, the guidelines established under RSA 273-A shall be followed.

- B. Any agreement set forth herein, which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the cost items are not approved by the voters of the District, either party may reopen negotiations on all or part of the entire agreement.
- C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, 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 by this agreement, or with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Article 4 – Assignment / Transfers

Custodians, electricians and HVAC technicians are hired to work for the Hudson school District, not specific school.

- 1 The Superintendent of Schools or designee shall make all assignments and transfers within the District.

- 2 Assignments shall be for the forthcoming school year, subject to reassignment where necessary in the best interests of the District. Such reassignments shall be considered as involuntary transfers and may be made at the sole discretion of the Superintendent or designee.
- 3 Prior to involuntary transfer of any custodian, electrician, or HVAC technician the Superintendent, or Designee, shall consider any volunteer to fill said vacancy.
- 4 A vacancy shall be defined for purposes of this Article as a bargaining unit position (either existing or new) which the Board wishes to fill.
- 5 Vacancies shall be posted prior to being filled.
- 6 a. Vacancies shall be filled with qualified applicants from within the unit unless there are more qualified applicants from outside the unit who have applied for the position.
b. In the event the vacancy is to be filled from within the unit, the Superintendent shall have the right to make promotions and transfers of employees on the basis of qualifications, ability, and performance of duty as judged by the Superintendent, but shall be governed by District seniority where two or more applicants are determined to be more or less equally qualified. In the event that the decision is made on the basis of seniority, full-time employees shall have preference over part-time employees. If the vacancy is filled on the basis of seniority the filling of the vacancy may not be grieved.
- 7 An employee who voluntarily transfers to a different school shall have the right to return to his/her prior position if s/he notifies the building administrator of the new school within two (2) weeks of the transfer.

Article 5 – Hours of Work, Rest Period / Coffee Break & Overtime

A. Overtime

For purposes of overtime computation the work schedule shall consist of five (5) consecutive eight hour work days, inclusive of one (1) thirty (30) minute meal period.

For employees hired prior to January 1, 1994 the five (5) consecutive days shall be Monday through Friday. The normal clean-up time is five (5) minutes before meal period and five (5) minutes before the end of each shift.

The District reserves the right to alter the clean up time in cases which, in their opinion, merit change.

Overtime will be paid at one and one-half (1 ½) times an employee's regular hourly rate after the employee has worked forty (40) hours during the week. All overtime must be approved by the Superintendent of Schools or Designee before hours are worked. Sick leave is not counted as time worked for computing overtime.

Overtime will be equitably distributed on a rotating basis among employees assigned to each school

This will be accomplished through the offering of overtime, by school, in writing. An acceptance or rejection of an overtime opportunity will result in the next opportunity

being offered to the next employee on the overtime list. If no employee, in the building, accepts the overtime opportunity it will be offered to an employee in another building. A failure of any employee to accept the overtime opportunity shall result in the mandatory assignment of such overtime to the employee originally offered the overtime.

B. Rest Period / Coffee Break

The work schedule will provide for a one-half hour meal period in accordance with State law, and coffee breaks ten (10) minutes in length in each four (4) consecutive hours worked.

C. Hours of Work

This article shall not be interpreted to guarantee any particular number of hours or days of work in any week.

Article 6 – Attendance, Time Records & Call into Work

A. Attendance

The custodians, electricians and HVAC technicians are expected to be prompt and regular in attendance at work. As soon as a custodian, electrician or HVAC technician knows he/she is going to be late or absent, he/she must notify his/her supervisor.

B. Call into Work

Any custodian, electrician or HVAC technician called back to work at any time after his/her regular shift to address a specific problem shall receive a minimum of three (3) hours pay at the straight time rate, even if the problem is corrected in a less time. Subsequent calls, for the same problem, before the employees next regular scheduled hours of work will be paid based only on hours actually worked.

C. Paychecks

Custodians, electricians and HVAC technicians shall receive their paychecks in accordance with the same schedule as the other unions and staff of the Hudson School District.

Article 7 – Leave Policies

A. Vacations

Full-time employees earn vacation in one year to be taken the next year according to the following schedule:

0-5 years	10 days
6-10 years ...	15 days
11 years	16 days
12 years	17 days
13 years	18 days
14 years	19 days
15 or more years	20 days

Employees hired prior to January 1, 1994 shall continue to accumulate 25 days per year.

Vacation time must be used in the year for which it was intended. If the vacation time cannot be used by July 31st of the intended year, an exception may only be granted by the Superintendent or designee.

Vacations shall be scheduled during June each year for the next twelve (12) month period, commencing July 1st. Approval of the Building Principal or Supervisor is required. Denials or the failure to respond to requests may be appealed to the Superintendent or designee. Any request for a change in vacation times made after June must be made at least two weeks in advance.

B. Holidays

Full-time custodians, electricians and HVAC technicians working thirty (30) hours or more per week shall be eligible for holiday pay. To be eligible for holiday pay, the custodian, electrician or HVAC technician must have worked the last scheduled day before and the first scheduled day after the holiday.

In addition, custodians, electricians and HVAC technicians whose normal schedule is at least 4 hours per day, five days per week, and the holiday falls during their work year, shall be eligible for prorated holiday pay.

A custodian, electrician, or HVAC technician on vacation or leave during a holiday shall be paid for the holiday or given an additional day off with pay.

All full-time custodians, electricians and HVAC technicians shall be paid the following named holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Martin Luther King Day	Veteran's Day
Thanksgiving	Day after Thanksgiving

Christmas

Two (2) Floating Holidays

**Floating holidays are for Columbus Day and Presidents Day and must be taken within sixty (60) days.

Actual days to be celebrated will be as set forth on the approved school calendar. In the event the holiday falls on a weekend or when school is in session, the district shall designate a substitute day for such holiday. Holiday pay shall be paid at the custodian's, electrician's or HVAC technician's regular straight time rate.

C. Illness

The intended use of this leave is for legitimate illness of the employee. An employee shall be required to contact his/her designated supervisor as soon as possible when the employee is unable to report to work due to illness or injury. Upon return to work, the employee shall complete the necessary paper work for the absence.

All full-time custodians, electricians and HVAC technicians shall earn 1.17 days a month or approximately (14) days per year, accumulative monthly. Part-time employees are provided with a pro-rata benefit.

Maximum accumulation of sick days shall be one hundred and two (102) days. The District reserves the right to require a doctor's certificate for illnesses of more than three (3) consecutive days or instances where it is reasonable to prevent improper use of leave.

Any employee who uses fewer than four (4) sick days in a fiscal year will receive \$100 incentive payment, payable the first payroll in the next fiscal year.

Employees hired prior to July 1, 1997:

The intended use of this leave is for legitimate illness of the employee. An employee shall be required to contact his/her designated supervisor as soon as possible when the employee is unable to report to work due to illness or injury. Upon return to work, the employee shall complete the necessary paper work for the absence.

Custodians, electricians and HVAC technicians shall earn 1.5 days a month or eighteen (18) days per year, accumulative monthly.

Maximum accumulation of sick days shall be one hundred and two (102) days. The District reserves the right to require a doctor's certificate for illness of more than three (3) consecutive days or instances where it is reasonable to prevent improper use of leave.

Any employee who uses fewer than four (4) sick days in a fiscal year will receive \$100 incentive payment, payable the first payroll in the next fiscal year.

D. Bereavement Leave

In the event of a death in an employee's immediate family (mother, mother-in-law, father, father-in-law, spouse, children, brother, brother in-law, sister, sister-in-law,

grandparents, grandchildren, spouse's grandparents) that custodian, electrician, or HVAC technician shall be given up to three (3) days of leave, and he/she shall be paid at his/her regular straight-time rate for such leave.

This provision shall be applicable only to custodians, electricians and HVAC technicians who are scheduled to work at the time immediately following the death.

E. Jury Duty

The District agrees to provide a leave of absence for a custodian, electrician or HVAC technician summoned to jury duty, or subpoenaed by the District as a court witness. Any difference between the jury fee and the custodian's, electrician's or HVAC technician's regular day's pay will be compensated by the District.

F. Military

The District agrees to provide a leave of absence without pay for an employee summoned to active military duty. Leave will only be approved upon presentation of official notification from the armed forces of said military duty. The District shall pay the difference between the employee's military pay and regular pay for up to two weeks per year.

G. Other

The District may grant, upon request, a leave of absence paid or unpaid for any other reasons deemed appropriate.

The grant or denial of leave under this provision shall not be subject to the provision of the grievance procedure.

H. Personal Leave

All full-time employees shall be entitled to up to two (2) personal leave days per year to attend to business or personal affairs that can not be accomplished during non-working hours. Reasons for such leave, when such leave is requested, must be provided to the Building Principal or his/her designee. Personal leave use is charged against accumulated sick leave.

Personal Leave may not be used to extend a vacation or holiday period except that in emergency situations exceptions may be granted by the Superintendent of Schools.

Personal leave is granted annually, based on a contract year, and it not cumulative.

Article 8 – Warning and Termination Procedure

No employee shall be disciplined without just cause.

Discipline will be in the form of:

1. Verbal reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Written reprimands, notices of suspension and notices of discharge which are to become part of a custodian's, electrician's or HVAC technician's personnel file shall be read and acknowledged by signature of the custodian, electrician or HVAC technician. Custodians, electricians and HVAC technicians may examine their own individual personnel files during normal working hours of the SAU 81 office and under the direct supervision of the employer.

Discipline will normally be progressive, but may be imposed at any level depending upon the severity of the infraction.

Documentation of verbal and written reprimands shall be removed from an employee's file after two (2) years, providing there has been no other discipline imposed during the two (2) years.

Article 9 – Grievance Procedure

A. Definition

A grievance shall mean a claim by an employee as defined in the recognition clause that there has been a violation or misapplication of one or more provisions of this agreement.

B. Initiation of Grievance

A grievance to be considered under this procedure must be initiated in writing by the employee within ten (10) working days of its occurrence, or from the time the employee should have known of its occurrence.

C. Procedure

Step 1—Any employee who has a grievance shall first discuss it with the Business Administrator in an attempt to resolve the matter mutually at that level. A written decision shall be rendered within five (five) working days unless an extension is agreed upon by both parties.

Step 2—If the employee is not satisfied with the decision, he/she may appeal the decision to the Superintendent within five (5) working days after receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

- a. The provision of the Agreement alleged to have been misapplied.
- b. The nature of the alleged violation or misapplication.
- c. The injury and the loss which is claimed; and
- d. The remedies sought

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant within ten (10) working days from the receipt of the written grievance.

Step 3—If the employee is not satisfied with the decision of the Superintendent he/she shall notify the union, who may appeal the grievance to the School Board in writing within five (5) working days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may hold a hearing with those involved in the grievance prior to making its decision. The School Board shall render its decision in writing within fifteen (15) days after the receipt of the appeal.

D. Arbitration

1. At the sole option of the Union arbitration may be utilized in an attempt to settle a grievance.
2. Notification that arbitration will take place must be made in writing by the Union to the Superintendent within five (5) working days after the receipt of the decision from the previous step.
3. The Union shall file a demand for arbitration with the American Arbitration Association within five (5) working days of the notification in Paragraph 2. The parties shall select an arbitrator in accordance with the rules of the American Arbitration Association.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne by the losing party. Any other expenses shall be paid by the party incurring same.
5. The Arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

The Arbitrator may award a "make whole recommendation," but may apply no penalty payments.
6. The decision of the Arbitrator shall be final and binding on the parties; provided, however, either party may appeal under the provisions of RSA 542:8.

E. Failure to Observe Time Limits

Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered

F. Special Rule for Termination

The entry level for grievances involving the termination of an employee shall be Step 3 and must include all the written specifications required at Step 2.

Article 10 – Deduction

A. Credit Union

The Employer agrees to deduct on a biweekly basis for the Local Union's credit Union, known as the New England Teamsters Federal Credit Union, and any amount authorized by written authorization of the employee. No deductions shall be made which is prohibited by applicable law.

B. Union Dues

The Employer agrees to deduct from the pay of all custodians, electricians and HVAC technicians covered by the Agreement who are members of the Union, the regular dues, initiation fees, and general assessments, and agrees to remit to said Local Union all such dues, provided that the Union delivers the employer a written authorization, signed by the custodian, electrician or HVAC technician, irrevocable for one (1) year of expiration of this authorization.

The Union shall certify to the Employer each month, in writing, those who have authorized such deductions. The dues to be deducted are to be remitted monthly to the Secretary—Treasurer of Teamsters Local No. 633 of New Hampshire, 53 Goffstown Road, Suite A, Manchester, NH 03102. Mailing address for Local 633 is: PO Box 870, Manchester, NH 03105.

C. Annual Service Fee

Effective July 1, 2011 all employees shall, as a condition of employment, join the exclusive bargaining representative organization or pay to the exclusive bargaining representative, an annual service fee not greater than the amount of dues uniformly required of members of the exclusive bargaining representative organization. The union shall hold the Hudson School Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, actions taken against the Hudson School Board as a result of the negotiation of or the administration of the provisions of the article.

Article 11 – Wages

A. Wage Schedule

The Schedule below is for Custodians and Grounds staff. Salaries for probationary employees (0 thru 89 days) shall be .50¢ below starting salaries.

	2011-12	2012-13	2013-14
0 thru 89 days	See Above		
90 days – 2 year	16.86	17.20	17.54
2 – 5 years	18.06	18.42	18.79
Over 5 years	18.67	19.04	19.42

The Schedule below is for Elementary Head Custodians, and the Head Groundskeeper:

2011-12	2012-13	2013-14
22.22	22.66	23.11

The Schedule below is for Middle and High School Head Custodians and the Maintenance Worker.

2011-12	2012-13	2013-14
25.41	25.92	26.44

The Schedule below is for the Electrician and HVAC Technician

2011-12	2012-13	2013-14
29.75	30.35	30.96

- B. Initial placement of new hires on the salary scale shall be at the discretion of the Superintendent.
- C. Should an Elementary Head Custodian be directed by the Superintendent or his/her designee to cover at the Middle or High School level, that staff member shall be paid at the level appropriate for a middle or high school head custodian for the period of time specified.

Article 12 – Benefits

A. Workers’ Compensation Insurance

The Employer participates in providing Worker’s Compensation benefits according to New Hampshire statutes in case in injury incurred during the course of employment. Custodians, electricians and HVAC technicians must notify their Supervisor immediately in the case of work related injury by completing the “Employer’s First Report of Injury or Occupational Disease” form from the Department of Labor.

B. Retirement

All custodians, electricians and HVAC technicians who work thirty-five (35) or more hours per week in accordance with State Law, shall have contributions made into the New Hampshire Retirement System.

C. Medical Insurance

Effective July 1, 2011, the Hudson School District will offer the agreed upon Northern New England Benefit Trust (NNEBT) health plan for each full-time employee. The District and the employee shall pay the following percentages of the premium:

	2011-2012	2012-2013	2013-2014
District	No Change	87.5%	85%
Employee	No Change	12.5%	15%

The Hudson School District agrees to pay an annual increase in the rate of insurance not to exceed ten (10) percent.

D. Dental Insurance

The Hudson School District will pay the cost of a dental insurance plan for each full-time member of the bargaining unit which shall be administered by the Northern New England Benefit Trust. The district will pay the dental premium to NNEBT subject to that same rate increases as indicated in Article 12, Section C of this agreement.

E. Life Insurance

The Hudson School District shall provide 100% of the cost of a \$30,000 Term Life Insurance Policy for each full-time member of the bargaining unit.

F. Long-Term Disability

The Hudson School District will provide to full-time members of the bargaining unit a long-term disability plan with coverage to provide, at a minimum, ninety (90) calendar day threshold for eligibility, and two-thirds pay for up to two (2) years of disability. Eligibility is governed by the rules set by the District's provider of such coverage.

G. Sick-Day Buy Back

Upon retirement from the District, a sick day buy back plan will be offered to those employees who have reached age 60 (sixty) and have been employed in the district for 5 years. Employees participating in this plan must notify the District by November 1st of the year preceding their retirement to be eligible for the sick day buy out plan. The employee must reach age 60 (sixty) by June 30th of the year in which they are retiring. The payment is calculated at 1/3 of the total accrued sick days (max. 102 accrued days) times the employee's per diem rate.

H. Uniforms, Safety Shoes and Safety Lenses

The District will pay the cost of uniforms for custodians, electricians and HVAC technicians covered under this agreement. In addition, the District will establish a reimbursement account for an amount not to exceed \$100 per employee covered under this labor agreement for the sole purpose of reimbursing employees for the cost of safety shoes and/or safety lenses for their glasses. Standard non-prescription safety glasses are currently provided to custodians, electricians and HVAC technicians.

Article 13 – Union Stewards

The School Board agrees to recognize one (1) Shop Steward and one (1) Alternate Shop Steward to assist the employees of the bargaining unit for contract matters and resolution of grievances as provided in RSA 273-A.

Article 14 – Management Rights

- A. The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board of their designee(s), whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include, but not be limited to, the following: a) the right to direct employees, to determine qualifications promotional criteria, hiring criteria, standards for work and to hire, promote transfer, assign, retain employees in positions,; to suspend, demote, discharge or take other disciplinary actions against an employee for proper and just cause, subject to the other provisions of this agreement, including grievance and arbitration; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; and f) the right to make reasonable rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith.
- B. Nothing in this Agreement shall be construed to limit the right of the Superintendent or other supervisory personnel to direct the employees, as their judgment requires in any and all emergency situations as they deem to be appropriate
- C. It shall be the right of the Union to present and process grievances of its members whose wages, hours or working conditions are changed in violation of this Agreement as specified in Article 4 whenever such grievances exist.

Article 15 – Savings Clause

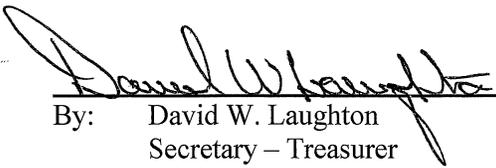
If any article of the agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Teamsters Local no. 633 of New Hampshire

Teamsters Representative


By: Richard Laughton


By: David W. Laughton
Secretary – Treasurer
Local 633 of NH

Hudson School District Employees

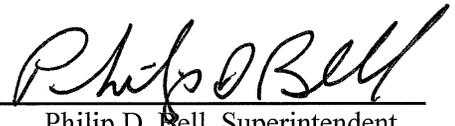

By: Gerard Michaud


By: Daniel Hogle

Hudson School Board


By: Gary Rodgers, Chairperson

School Administrative Unit #81


By: Philip D. Bell, Superintendent

