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Title: **Floral Park-Bellerose Union Free School District and Floral Park-Bellerose District Teachers Association (2001)**

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Union: **Floral Park-Bellerose District Teachers Association**

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Floral Park-Bellrose Ufsd And Floral
Park-Bellerose Teachers Assn

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AGREEMENT

Between

**THE BOARD OF EDUCATION
Of
THE FLORAL PARK-BELLEROSE
SCHOOL DISTRICT**

And

**THE FLORAL PARK-BELLEROSE DISTRICT
TEACHERS' ASSOCIATION**

July 1, 2001 - June 30, 2004

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made this 10th day of December, 2001, by and between the Floral Park-Bellerose UFSD Board of Education (Board) and the Floral Park-Bellerose District Teachers' Association (Association) effective as of July 1, 2001.

1. The agreement between the parties made the 10th day of December, 2001, is hereby extended in full force and effect to and including June 30, 2004, except as herein provided.
2. The salary schedules effective July 1, 2001, July 1, 2002 and July 1, 2003, are as shown on the attached Schedules A, B and C, respectively.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

ARTICLE I RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Association, having been designated as representative by a majority of the professional staff as defined in Par. "C" below, is hereby recognized as the exclusive negotiating representative of all members of the professional staff, provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances to the Board or its representative(s), subject to the provisions of Article XVIII below, and having such grievances adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of this collective Agreement, and, provided further that the Association has been given the opportunity to be present at such adjustment.

B. Representation Status: The Association shall be entitled to unchallenged representation status for the maximum period permissible under Article 14 of the Civil Service Law.

C. Professional Staff: For purpose of this Agreement, the term "professional staff" is intended to refer, and does refer, to all full and part-time certified teaching personnel (including classroom teachers, guidance counselors, librarians, psychologists, and any other person or persons engaged as full time and part-time teaching personnel on the teachers' salary schedule), excluding administrative personnel.

D. No-Strike Pledge: The Association agrees to comply with all of the terms of Article 14 of the Civil Service Law as said Law is now in effect or may be hereafter amended, including that provision of the Law which precludes an employee organization from engaging in, causing, instigating, encouraging or condoning a strike.

ARTICLE II DURATION OF AGREEMENT

"This Agreement shall be effective and retroactive to July 1, 2001, and shall continue in full force and effect until June 30, 2004. All provisions of this agreement shall remain in full force and effect until such time this agreement is amended in writing by both parties. Thereafter, it shall automatically renew itself for periods of one (1) year unless either party notifies

the other in writing by certified mail no later than December 12, of such subsequent period that it wishes to amend and/or modify the agreement."

ARTICLE III COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board and given to all members of the professional staff now or hereafter employed by the Board.

ARTICLE IV LEGAL RIGHTS

Nothing contained in this Agreement shall be construed to deny or restrict to any member of the professional staff, or to the Board or its representatives, rights he, she or they may have under the New York State Education or Civil Service Laws, or other applicable laws of the State of New York. The Board shall provide legal counsel to the members of the professional staff as required by law.

ARTICLE V ASSOCIATION FACILITIES AND RIGHTS

A. Upon sufficient advance notice and approval of the Superintendent of Schools, the Association shall be permitted to use auditorium space for Association membership meetings prior to, or subsequent to, regular school hours, provided these meetings neither conflict with previously scheduled activities nor interfere with any educational program.

B. The Association shall be permitted to use, as an office for the transaction of official Association business only, a school building room to be designated by the Superintendent of Schools. It is understood, however, that use of this room shall not be exclusively that of the Association, and that installation and use therein of a telephone by the Association, if desired, shall be at the expense of the Association.

C. Subject to the approval of the Superintendent of Schools, reasonable use of equipment such as typewriters, calculating machines, certain duplicating machines and audio-visual equipment shall be made available to the Association. Such equipment shall be operated either by members of the Association or school personnel at the discretion of the Superintendent of Schools, and shall be confined to such times when the equipment is not needed for District purposes or at times that are otherwise reasonable. The Association shall pay for all material and supplies incident to the use of this equipment.

D. Bulletin Board Space: Space on Bulletin Board shall be reserved in the Main Office of each building in order to permit the posting by the Association, without prior censorship, approval or notification, of informational material of interest to the professional staff. Any such notice must be clearly labeled as an Association notice. Any notice which does not identify its source may be removed by the Administration.

E. Mail Facilities: The Association, without prior censorship, approval or notification, may use the existing intra-district mail service and teacher mail boxes, provided that all such communications are clearly labeled as Association communications. Copies of boxed

material shall be sent to the Superintendent of Schools and Principal of each building at the time of boxing.

F. Official Association Business: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at times which in no way interfere with or interrupt their teaching obligations or the operations of the District.

G. Released Time for Association President: The Association President shall be excused from all non-teaching duty assignments during his/her term of office, including, but not limited to, cafeteria, playground, bus duties and other supervisory duties during after-school programs.

The President of the Teachers' Association or the President's designee shall be granted three days release time for Association business each school year. Notification of the days to be taken must be submitted to the Superintendent of Schools, three working days prior to the actual day being taken. The released time of the designee requires the prior approval of the Superintendent.

H. Information: Upon request and subject to availability, the Association shall be given access to the minutes (including reports annexed thereto or incorporated therein) of all public Board meetings, District census data, names and addresses of members of the professional staff (unless objected to by the professional staff member), the proposed budget at the time of public release, and such other information of the type previously furnished by the Board to the Association.

ARTICLE VI

MEETINGS AND COMMITTEES

A. Meetings with Superintendent of Schools: The Superintendent of Schools will meet, if so requested, with Association representatives monthly during the school year (September through June).

B. Existing or future staff relations committees or principal advisory committees, or equivalent, may not function in a manner intended to subvert the purpose of this Agreement or the rights of the Association. Existing or future officers, representatives, members, committees or equivalent of the Association shall not function in a manner intended to subvert the purposes of this Agreement or the rights of the Board.

C. General Faculty meetings called by the administration prior to the beginning of the teachers' workday or at the end of the teachers' workday shall be on the 1st and/or the third Wednesday or Tuesday of the month except that the principal may hold an emergency meeting which is subject to the approval of the Superintendent of Schools and the Superintendent of Schools may hold an emergency meeting.

ARTICLE VII

DEDUCTIONS FOR PROFESSIONAL DUES

So long as the Association is the exclusive representative of the professional staff and so long as permissible by law, the Board shall cause to be deducted from the semi-monthly check of professional staff members of the Association who submit dues check-off authorization (Attachment 1) in writing to the Board or its designated representative(s) dues of the Association, in one amount to be determined by the Association in accordance with a written memorandum thereof to be filed by the Association with the Board. The Association shall be permitted to make dues check-off authorization available through the schools. Any member of the professional staff may rescind and revoke such authorization by written notice (Attachment 2) to the Association and the Superintendent of Schools.

ARTICLE VIII

CALENDAR

Prior to reaching a decision as to the construction of the school calendar, the Board, or its designated representative(s), shall consult with the Association in connection therewith. Final decision as to the construction of the calendar in regards to holidays and vacations shall remain with the Board.

The length of the work year for teachers shall not exceed 183 work days, plus one (1) Orientation Day to be held following Labor Day and one (1) Staff Development Day.

ARTICLE IX

BOARD PREROGATIVE

The establishment of policy is the prerogative of the Board.

This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any policies, rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement.

Any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement.

ARTICLE X

HOURS AND ASSIGNMENTS

A. Hours: The teaching day shall be six hours and thirty-five minutes, inclusive of both a thirty-five minute lunch period and a five minute non-instructional period at the beginning of the day to facilitate a prompt start of the instructional program.

None of the existing extra curricular activities shall be discontinued as a result of extending the workday, directly or indirectly, whether paid for by money or compensatory time. The teachers currently supervising extra curricular activities shall continue to either be paid

or receive compensatory time as scheduled. The employee may request a change from compensatory time to payment, or payment to compensatory time. The Superintendent shall grant such requests except for good reason.

No teaching position shall be eliminated or reduced as a result, directly or indirectly, of extending the work day.

B. Monitors: The use of Monitors will be utilized for playground and cafeteria duties and shall be consistent throughout the buildings.

C. Schedules: Schedules will be established to provide a minimum of either 5 (five) preparation periods per week or a total of 190 minutes per week for all teachers, except for kindergarten teachers, who shall continue to have the existing preparation time. It is understood that routine scheduling of elementary school activities will occasionally result in the loss of a preparation period. A committee of teachers will meet with the Building Principal in order to minimize such losses.

There shall be two (2) clerical half-days, one of which will be at the end of the school year.

D. The length of the work year for teachers shall not exceed 183 work days plus one orientation day, to be held following Labor Day and one (1) Staff Development Day.

E. There shall be an equitable distribution of non-teaching assignments.

F. Members of the teaching staff shall be relieved of bus and playground duties. Teachers, however, will be assigned the responsibility of duties on a rotating basis for bus duty.

G. Members of the professional staff shall be given written notice of their tentative schedules, building assignments and room assignments for the forthcoming regular school year not later than the first day of the last week of school for teachers in June of each year. In the event of changes in such schedules, building assignments, or room assignments, all members of the professional staff affected thereby shall be notified promptly and in writing of the changes. Upon the request of a professional staff member, the Superintendent of Schools or his agent shall review the changes, at the commencement of the school year in September, with the professional staff member. Every effort shall be made by the Administration to adhere to the schedules announced in June.

It shall be the responsibility of all teachers to be available for a maximum of three nights per school year for school functions. The three nights shall include: Curriculum Night, Back to School Night and one evening of supervision where volunteers will be sought first.

ARTICLE XI

TEACHING CONDITIONS

A. The Board shall continue to make available and to maintain in each building a minimum of one (1) room which shall be reserved for use as faculty lounge.

B. Members of the professional staff, if not on duty, shall be free to leave the school building during their lunch period.

C. Job Security and Maintenance of Standards: Working conditions and educational programs shall be maintained at existing standards or higher (at least one certified, professional staff member for each twenty-one [21] students enrolled in the public schools), and shall not be reduced by virtue of this Agreement unless expressly stated herein, or for good, proper and compelling reasons. Any teacher whose position is eliminated shall be offered another position in the District if available, provided such teacher can gain certification in the new area of responsibility.

The offer of another position shall be limited to positions within the bargaining unit.

D. Upon approval of the principal, in an emergency situation, members of the professional staff may leave the school building during an assigned preparation period.

ARTICLE XII

PROFESSIONAL PLACEMENT

A. Voluntary Transfer -

1. Teachers who desire a change in area or building assignment may file a written statement of such desire with the Building Principal, to be submitted to the Superintendent of Schools by April 1st.

2. No later than March 1st of each school year, the Superintendent of Schools shall post in all school buildings a list of anticipated vacancies which will occur during the following school year. This list will be updated every fifteen (15) days until the end of the year.

3. No definite assignment shall be given to new teachers employed in the school system until all pending requests for reassignment or transfer have been acted upon.

4. Should two or more teachers apply for the same position, with substantially equal qualifications and competency, the length of time taught in the area shall receive primary consideration in judging the requests.

5. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the schools.

B. Involuntary Transfer -

1. Notice of involuntary transfer or reassignment to another building or area of teaching shall be given to teachers as soon as practicable and under normal circumstances, no later than May 1.

2. When the need for an involuntary transfer or reassignment is known it shall be publicized. Volunteers from among those meeting the qualifications of the position will be given first consideration.

3. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the principal, at which time the teacher will be notified of the reasons therefor. In the event that the teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Association will be notified and the Superintendent of Schools will meet with the appropriate Teacher Interest Committee.

4. Other vacancies in the school system will be discussed with the teacher being involuntarily transferred or reassigned. Such teachers may request the position to which they desire to be transferred.

C. In both voluntary and involuntary transfer, the Superintendent of Schools shall notify the teacher of the disposition of the case before salary agreements are offered to the staff or May 1, whichever date occurs first. If the request for transfer is denied, reasons for the denial shall be given to the teacher.

ARTICLE XIII

LEAVE

A. Sick Leave and/or Personal Leave

Twelve (12) days Sick Leave per year, with unlimited accumulation, will be granted to each member of the professional staff for purposes of Sick Leave and/or Personal Leave, or the serious illness of the professional staff member's spouse, children or parents, providing such spouse, children or parents are dependents of the professional staff member or dependent upon him/her, or used for business purposes as defined in sub-Par. "D".

Teachers can accumulate days as indicated in the following schedule:

Absences	Total Accumulated Days
12	0
11	1
10	2
9	3
8	4
7	5
6	6
5	7
4	8
3	10
2	11
1	13
0	15

In addition, professional staff members, who have completed three (3) years of service to the District, shall be granted "catastrophic" Sick Leave equivalent to their accumulative Sick Leave (to maximum of 200 days) for extended illness or unavoidable accidents.

In regard to catastrophic sick leave, if there is a disagreement between the District Medical Examiner and the teacher's doctor, an impartial medical doctor shall be appointed by mutual agreement to make the decision.

Further extension of Sick Leave shall be at the discretion of the Board.

1. Members of the professional staff, who become sick with mumps, measles, chicken pox, German measles, or any other contagious disease contracted from exposure to children in the District shall be granted Sick Leave for the duration of their illness without deduction from their Sick Leave.

2. Members of the professional staff, absent as a result of injuries on the job shall be paid for such absences without deduction from Sick Leave. Any monies received as reimbursement for absent time, through compensation or lawsuit, shall be given to the District.

3. Inasmuch as continuous incidental absence is not conducive to providing children with a proper education, the Board reserves the right to take the appropriate action relative to a professional staff member's absence and to seek the necessary means of correcting the situation.

The School District encourages teachers to maintain good attendance so as to maintain quality education to our children. The school District may utilize the following steps to help teachers maintain a satisfactory attendance record or to correct a developing pattern of poor attendance:

- (a) Maintain a list of absences and reasons for absence.
- (b) Conduct an investigation as to the reasons for frequent absence and make recommendations to the teachers to improve attendance.
- (c) Hold a discussion with a teacher(s) who has a high frequency of absence.
- (d) The Board reserves the right to take other appropriate action in accordance with the law.

B. Professional Leave

Application for professional leave for teachers to attend education programs, institutes, workshops and conferences shall be made and submitted to the Building Principal (for approval by the Superintendent of Schools). All reasonable expenses of such attendance shall be compensated by the Board.

C. Leave of Absence Without Pay

1. Members of the professional staff who have given three (3) years of service to the District shall be eligible to take leaves without pay, not in excess of one (1) year in length, for purpose of rest, restoration of health, or the alleviation of hardship involving themselves or their immediate family.

2. Upon request, any members of the professional staff shall be granted leaves of absence without pay, not to exceed one (1) year in length, for reason of pregnancy and/or child care. Upon the request of the professional staff member within three (3) months prior to the scheduled termination of the leave, the leave may be extended to two (2) years in length.

(a) Members of the professional staff planning to return from a pregnancy and/or child care leave must notify the District in writing, no less than sixty days prior to the date they contemplate returning: this decision may be changed within thirty days prior to that date. In the event said notice is not so received, it shall be deemed that such member is resigning her position.

Return to duty shall be at the salary schedule step for which the professional staff member was eligible when the leave commenced and, where practicable, shall coincide with the beginning of a school term and shall involve the same or comparable position.

(b) It shall be the duty of a professional staff member who has reported the pregnancy, or who is on pregnancy or child care leave, to advise the Superintendent of Schools of an interrupted pregnancy or stillbirth.

(c) The provisions of this section, where pertinent, shall apply to members of the professional staff adopting a child.

D. Each member of the professional staff shall be entitled, if needed, to Personal or Business days, being defined as follows:

1. Legal Matters

House closings; income tax hearing, adoption proceedings; and court appearances.

2. Ceremonies

Graduation of professional staff member, spouse or child from high school or college; day of wedding ceremony; Confirmation.

3. Education

Required educational examinations; required visits by parents to colleges.

4. Religious Observances

Religious holiday observances of the professional staff member's particular faith not provided for in the regular school calendar

5. Funerals

Attendance at funeral services of a person, other than in the immediate family (see Section "E" below), the nature of whose prior relationship to the professional staff member warrants such attendance.

6. Any other reason deemed valid by the Superintendent of Schools, acting at his discretion.

7. Except in the case of extenuating circumstances and where possible, at least one day's notice shall be given prior to taking personal leave.

E. Compassionate Leave

Each member of the professional staff shall be entitled, if needed, to five (5) days Compassionate leave for each death in the immediate family. For purposes of this provision, "immediate family" shall include spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, and other permanent members of the immediate household. In addition, if needed and available, additional days to be charged to the professional staff member's Sick-Personal leave.

ARTICLE XIV PROFESSIONAL BEHAVIOR

A. Members of the professional staff are required to comply with rules, regulations and directives adopted by the Board or its representatives, provided that the implementation of such rules, regulations or directives do not threaten their physical safety or well-being.

B. The Association recognizes that abuse of Sick Leave or other leaves, chronic tardiness or absences, deficiencies in professional performance, and other violations of this agreement, the By-Laws and regulations of the Board by professional staff members reflect adversely upon the profession and create undesirable conditions in the District. Accordingly, the Association shall use its best efforts to correct breaches of professional behavior by any member of the professional staff. Action by the Association shall not, however, be deemed a condition precedent to action by the Board.

C. All reprimands, warnings or disciplinary action for any alleged infraction of this agreement, the policies, By-Laws and regulations of the Board shall be administered privately, provided, however, that the professional staff member shall have the opportunity, if he so desires, to request the presence of a representative of the Association at such time. If the professional staff member has a representative present, the administration may have one too. If a written memo thereof is to be made and included in the record of the professional staff member, the professional staff member shall have the opportunity to review the memo and to note his comments thereon.

D. The teacher will have the right to grieve all alleged inaccurate or false materials placed in the teacher's personnel file. The teacher shall have the right to request the photostating of all documents in the teacher's personnel file. All documents shall be dated. The teacher shall be given a copy of any document prior to the inclusion of said document into the teacher's file.

ARTICLE XV PROFESSIONAL IMPROVEMENT

A. Any teacher who satisfactorily completes a course at an accredited college or university shall be eligible to apply for additional compensation in conformity with the salary schedule set forth in this Agreement. Correspondence courses shall have the prior approval of the Superintendent. Such salary adjustments will be made annually at the regular Board meeting in October, retroactive to September.

B. Arrangements shall be made for after-school courses, in-service programs, educational projects, such as curriculum work, surveys, research projects, consultant projects, and other programs designed to improve the quality of instruction. The District shall participate fully in

relevant BOCES affiliated in-service courses. Every effort will be made to obtain people of the highest qualification to participate in the presentations of such programs.

C. Teachers who undertake in-service education shall receive credit toward their salary increment. A maximum of six (6) in-service credits will be granted within each fifteen (15) points claimed for salary credit.

In-service courses conducted by the District shall receive the same credits as college courses for salary purposes.

D. If a college does not provide a tuition waiver to a cooperating teacher for satisfactory service rendered to a student teacher, the cooperating teacher shall receive three in-service credits toward a salary increment.

E. The Board shall cooperate with and encourage programs of open visitation and communication with other school districts.

F. Professional Instructional Improvement Program - Teachers who possess permanent certification and/or are tenured shall be eligible to participate in a professional instructional improvement program at an accredited institution, a BOCES school, school district curriculum improvement programs and private educational institutions, which take place during evening hours, and/or during the Summer and/or any approved in-service program. The sum of money will be paid directly to the teacher subject to the following conditions:

1. The teacher makes application to the school district by May 15, for Summer courses and September 10, for courses offered in Fall Semester, and December 15, for Spring Semester. Teachers planning to engage in a school district Curriculum Improvement Program must first consult and secure prior approval of their program(s) from the Superintendent of Schools, therefore making application by June 1.

2. Those applicants with the greatest years of seniority in the district shall be given preference in receiving compensation for courses and fees at an accredited institution, BOCES, and school district in-service programs. Preference for the above-mentioned benefits shall be given in the following order:

- (a) No previous receipt of compensation
- (b) Seniority

The Superintendent of Schools shall make the final decision as to the programs to be offered and the teachers who will work in said professional improvement programs.

3. Payment shall be made to the teacher within thirty (30) days of the presentation of the transcript to the Superintendent and/or completion of the school district Curriculum Improvement Program.

4. The Board shall expend a total sum of \$6,500 per year for both college or university courses and in-service courses as described above except that college-university courses shall be limited to ten (10) teachers per year at \$425 per college-university course.

The Board shall offer at least three in-service programs and other activities as described under Section B above. A teacher shall be permitted to take a maximum of three credits of college - university courses and/or in-service courses and other activities as described in Section B above per semester (September - January) or (February - August). In effect summer courses shall be considered to be in the second semester (February - August) of the school year.

G. There shall be one (1) day in the calendar for the purposes of Staff Development as noted in Article 8. The professional staff will join with the Superintendent in planning the program(s).

ARTICLE XVI REDUCTIONS OR CONSOLIDATIONS

Should the necessity arise for reductions in professional staff personnel, or should it be determined that this District shall be consolidated with other districts or portions thereof, the Board will notify the Association of such a decision and consult with it concerning the effects of such reduction or consolidation. Final decision as to the reduction or consolidation, including the manner in which such shall be effectuated and the effects thereof, shall rest with the Board.

ARTICLE XVII EDUCATIONAL POLICIES COUNCIL

A. The objective of the Educational Policies Council is the continued overall improvement of the educational program of the District. The Council will accomplish this objective by studying, evaluating, conducting research on various aspects of the total educational program, and summarily making recommendations to the Superintendent of Schools, who will present them to the Board, if Board action is necessary.

B. 1. The Educational Policies Council shall be made up of equal numbers of Association members from each level of each school.

2. The President of the Association, or his designee, shall be a member of the Educational Policies Council.

3. The Executive Board of the Association shall oversee the procedure for the selection of members of the Council.

C. 1. The Educational Policies Council shall meet with the Superintendent of Schools on a regular monthly basis, or at any other times as are necessary.

2. The Council shall conduct its own meetings on a regular basis, or as the need arises.

3. The Council shall be empowered to set up sub-committees to study any problems of merit. The sub-committee shall bring its recommendations to the full Council who will then present them to the Superintendent of Schools.

4. The Council shall take part in all deliberations affecting changes of educational policy.

ARTICLE XVIII PROFESSIONAL RIGHTS & RESPONSIBILITIES

A. The District's educational program is keyed to the preparation of students for intelligent and meaningful participation in a democratic society. The Board and the Association agree that academic freedom is essential to the fulfillment of this purpose.

Accordingly, it is agreed that teachers shall have the right to introduce and explore new material and techniques, provided only that the material and the manner in which it is presented are in good taste, appropriate to grade level and relevant to course content. It is further agreed that, prior to the introduction of such new material and new techniques, the teacher shall discuss the matter with the Building Principal.

If there is a difference of opinion upon any of these issues, which cannot be satisfactorily resolved between teacher and administrator, the matter may be referred to the Educational Policies Council for mediation.

B. With respect to their own outside activities, teachers shall be entitled to full rights of citizenship, and no religious nor lawful political or economic activity of any teacher, nor the lack of such activities, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of a teacher is not within the appropriate concern or attention of the Board, provided that the teacher conducts himself in accordance with the standards set forth in the Education Law.

C. Teachers shall honor requests by the Administration to provide additional individualized instruction to pupils, when needed, up to a maximum of one hour per week. Such instruction may be given before school, during the lunch hour, or after school.

D. Any routine medical examination, immunization or chest x-ray required by the District for a new employee and/or by a probationary teacher eligible for a tenure appointment shall be reimbursed by the District for fees not to exceed \$40. The teacher(s) shall have the right to select a physician of their choice. The teacher has the right to avail themselves of the services of the school physician at no cost to the individual.

Whenever the Board requires a teacher to submit to a medical examination by a physician of the Board's choice in order to determine the physical or mental capacity of such teacher to perform his/her duties, the teacher shall be entitled to be accompanied by a physician or other person of his/her choice. The Board shall pay the full cost of this medical examination.

ARTICLE XIX TEACHER EVALUATION

A. The work performance of all teachers shall be evaluated in writing. Evaluations shall be based upon observations of the teacher in the performance of his duties.

B. The Educational Policies Council will study, evaluate, conduct research and recommend an evaluation procedure and form(s) to be used.

C. The evaluator will discuss his observations with the teacher observed and will furnish him with a copy of the classroom observation as soon as possible after the observation has been completed.

D. Evaluations shall be made on a professional level by administrators.

E. An annual evaluation of the teaching services of each tenured teacher shall be prepared by the administrator. A semi-annual evaluation of the teaching services of each non-tenured teacher shall be prepared by the administrator. Such evaluations shall be completed by February 15 and June 15, for non-tenure teachers and by June 1, for tenure teachers. The teacher shall receive a copy of his annual evaluation and discuss it with the administrator.

F. Teachers may append their comments to observation reports or annual evaluations for inclusion in their personnel folders.

ARTICLE XX TERMINAL LEAVE

A. Eligibility

(1) The teacher is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Teacher's Retirement System.

(2) The teacher has served in the School District for not less than ten years or the teacher resigns after twenty years of service in the School District.

(3) The teacher submits and duly executes an application for retirement, or a letter of intent to vest retirement benefits, or a letter to resign.

(4) The benefits described below shall be available to teachers who resign after twenty (20) years of service in the School District who have submitted a letter of resignation and shall be available to teachers age 55 and older with no less than ten (10) years of service in the School District who have submitted and duly executed an application to retire or a letter of intent to vest retirement benefits. Said correspondence must be submitted to the Superintendent of Schools PRIOR TO FEBRUARY 1 of the school year in which the teacher intends to retire or resign.

B. Compensation

All unused sick leave shall be cumulative for purposes of a terminal payment upon the teacher's resignation or retirement.

Such payment shall be calculated on the basis of 1/200 of the annual salary of the teacher during his last year of service for each four days of accumulated leave with a cap of 225 days.

C. Payment

(1) The Board shall make payment of these benefits on July 1 following the last day of the school year in which application was made for said benefits.

(2) In the event the teacher should die after submitting and duly executing the application for retirement, or the letter of intent to vest retirement benefits, or a letter to resign, the payment of said benefits shall be made to the beneficiary(s) of said deceased teacher(s).

ARTICLE XXI COMPENSATION AND FRINGE BENEFITS

A. The professional staff shall be compensated, for the duration of this Agreement, in accordance with the Salary Schedules provided for in Schedules "A", "B", and "C" annexed hereto. A permanent substitute who takes over the class of another teacher for a term or more, when that teacher is out on Leave of Absence without pay, shall be placed on the 1ST STEP BA and advance to the next step on the Salary Schedule for each year of service as a permanent substitute in this school district.

B. The teachers shall have the option of selection paychecks on the 1/20 or the 1/24 plan during the school year. The teacher may change the paycheck plan by notifying the Superintendent of Schools in writing by August 30.

C. Salary Differentials

For personnel placed on the Teaching Salary Schedule, a differential may be paid to a person who spends extra time, or performs additional duties and assumes responsibility for such approved activities while he/she holds that responsibility or performs that extra work. Payment for personnel involved in these activities shall be twice a year - one payment being made February 15, and one payment in the final check in June, according to the schedule below.

Each proposal for extra time will be reviewed and classified into one of four categories as determined by the Superintendent of Schools.

- I - 75-100 hours
 - Minimum \$1,239, maximum \$1,600 - 2001-2002
 - Minimum \$1,279, maximum \$1,652 - 2002-2003
 - Minimum \$1,321, maximum \$1,706 - 2003-2004
- II - 50-75 hours
 - Minimum \$774, maximum \$1,239 - 2001-2002
 - Minimum \$799, maximum \$1,279 - 2002-2003
 - Minimum \$825, maximum \$1,321 - 2003-2004
- III - 30-50 hours
 - Minimum \$542, maximum \$774 - 2001-2002
 - Minimum \$560, maximum \$799 - 2002-2003
 - Minimum \$578, maximum \$825 - 2003-2004
- IV - Mini Club
 - \$516 - 2001-2002
 - \$533 - 2002-2003
 - \$550 - 2003-2004

All extra time proposals must be submitted by October 15th for review.

D. Homebound Instruction

Effective 7/1/2001 - \$46 per hour
Effective 7/1/2002 - \$47 per hour
Effective 7/1/2003 - \$49 per hour

E. Pension

A non-contributory New York State Retirement provided; except as required by Law.

F. Health Insurance

Available to eligible employees under the New York State Health Insurance Plan. The teachers shall contribute to the health insurance premiums in the following amounts:

- (a) effective 9/01/01 13%
- (b) effective 9/01/02 13.5%
- (c) effective 2/01/03 14%
- (d) effective 9/01/03 14.5%
- (e) effective 2/01/04 15%

The district shall adopt an IRC Section 125 Plan which shall include and shall be limited to premium conversion and health insurance buyouts as set forth in Article XXI(F) of the collective bargaining agreement.

In addition, any teacher who has a spouse who also has a family health insurance plan coverage with any private or public employer may at the teacher's option choose to drop coverage under the New York State Health Plan. If the teacher decides to select this option, the teacher will be permitted by the Board to apply 50% of the premium cost of a comparable Health Insurance Plan, to purchase fringe benefits such as additional dental insurance, disability insurance, additional major medical insurance, life insurance, a group legal plan, and/or any other fringe benefits, mutually agreed, equal to but not more than 50% of the premiums of the New York State Health Insurance Plan for each given school year said teacher selects such option. This option will be exercised on a yearly basis. Alternatively, a teacher may opt to receive a \$2,000 cash benefit in lieu of the 50% benefit. This option will be exercised on a yearly basis.

The teacher shall give the Superintendent of Schools at least 30 calendar days' written notice of intent to select this option and to provide the names, addresses of said insurance carriers and the monthly or annual amounts of premiums for said fringe benefits package so selected by the teacher. The teacher will bear any increased costs that may occur within the school year (July 1 - August 31) which exceed the 50% premium payments under the New York State Health Insurance Plan.

The teacher will have the right to terminate the optional fringe benefit package plan and to reapply for coverage under the New York State Health Insurance Plan by submitting a written request to the Superintendent of Schools that the teacher desires coverage under the New York State Health Insurance Plan in accordance with the regulations of said plan. Before selecting this optional fringe benefit plan, the teacher is advised to first consult with the administrators of the New York State Health Insurance Plan to determine if any adverse conditions may result from a teacher dropping and/or re-entering said New York State Health Insurance Plan by selecting the optional fringe benefit plan.

If either party proposes a change in the Insurance Carrier that will provide coverage and benefits for employees, retirees and dependents comparable to existing coverage and benefits at cost equal to or less than current cost, then neither party shall arbitrarily reject same but shall give such proposal full and due consideration; and upon mutual consent shall effectuate an appropriate change in the Insurance Carrier.

G. NYSUT GROUP Dental Plan

The District Dental Plan will offer three options: the current Plan (Plan III) will continue and the District will provide for 100% of the cost for coverage; the District will offer High Option I (Plan V) where the District will pay 70% of the cost for coverage; and the District will offer High Option II (Plan VI) where the District will pay 60% of the cost for coverage. The District shall adopt an IRC Section 125 Plan which shall include dental insurance premiums.

H. Grade Chairperson

2001-2004

The Board recognizes a Grade Chairperson for each grade at each school, K-6, and other Chairpersons as appointed by the Superintendent of Schools and approved by the Board of Education. The selection of a teacher to this position shall be the right and function of each Building Principal and he shall also possess the authority to change or remove a teacher from this position. Compensation for the Grade Chairperson is:

	<u>2-3 Teachers</u>	<u>4-6 Teachers</u>
2001-02	\$594	\$723
2002-03	613	746
2003-04	633	770

to be paid in twenty-four (24) equal semi-monthly periods - September to June - the same as salary payments.

I. Professional Development Assistance Committee

A Professional Development Assistance Committee will be established and operate as a panel consisting of two teachers and the respective building principal in each of the District's school buildings.

Such panel shall be presented cases to be reviewed at a time after which the building principal has made all his or her observations and evaluations and has determined that the teacher needs improvement in two or more areas or is unsatisfactory in some area of his or her performance.

Such panel will first determine if (1) the teacher does or (2) the teacher does not need assistance. If the panel agrees with the determination of the building principal, an improvement plan will be developed. Strategies utilized to foster improvement shall include, but not be limited to: teacher support groups, collegial assistance, specifically selected in-service courses or college courses: counseling or intervention by the instructional assistant.

The panel recommendation/improvement plan shall be submitted to the Superintendent of Schools for implementation at his discretion.

The stated mission of the Professional Development Assistance Committee shall be the enhancement of the overall teaching skills and teaching techniques of the identified professional staff member needing assistance.

The identification of staff and the development of an improvement plan will be a joint effort of both the professional teaching staff, the administrative team, and the subject teacher. Participation by the teacher who the panel has determined needs assistance shall be voluntary.

The panel selection shall be made by the Superintendent of Schools, at his discretion, from a list of prospective candidates presented by the President of the Floral Park-Bellerose District Teachers' Association.

The recommendations and actions of the committee and its component panels shall not be admissible as evidence in any disciplinary proceeding pursuant to Education Law 3020-a against the teacher determined to be in need of assistance.

The provisions of this article shall not exclude any collateral, administrative or supervisory corrective action.

J. NYSUT Benefit Trust

Teachers will have the option of selecting a payroll deduction for participation in the NYSUT benefit trust.

ARTICLE XXII

GRIEVANCE PROCEDURES

The Grievance Procedures applicable to grievances arising during the duration of this Agreement are set forth as follows:

In order to maintain a harmonious and cooperative relationship between this Board of Education and the teachers, the following procedure shall be utilized by the Teachers' Association for the settlement of certain differences or misunderstandings.

The Association may present grievances free from coercion, interference, restraint, discrimination or reprisal.

"GRIEVANCE" shall mean any claimed violation, misinterpretation or inequitable interpretation or inequitable application of any term or provision of this Agreement.

"SUPERVISOR" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over employees.

Every employee shall have the right to present his or her grievances at the initial two stages and the grievance procedures established herein provide the right to be represented by the Teachers' Grievance Committee or by its respective counsel at all stages thereof when the Teachers' Grievance Committee determines that the grievance has merit. It shall be a fundamental responsibility of supervisors at all levels to consider promptly and take appropriate action upon grievances presented to them by employees under their supervision.

The Association shall oversee the selection of a three (3) member "Teachers' Grievance Committee". All members shall be on tenure. The purpose of this committee is to assist any teacher who may have a grievance and to advise the teacher if the grievance merits further procedures. If a member of this committee has a grievance her/himself, a replacement, pro tem,

would have to be decided upon by the teaching staff. The Teachers' Grievance Committee shall have the right to be present at all procedural stages.

The procedural stages shall be as follows:

FIRST PROCEDURAL STAGE

A unit member is to present a grievance to the "Teachers' Grievance Committee". If the grievance is not resolved, the aggrieved employee and/or the Teachers' Grievance Committee will present the grievance to the Building Principal.

SECOND PROCEDURAL STAGE

If the grievance is not resolved at the First Procedural Stage, the aggrieved employee and/or the Teachers' Grievance Committee and the Building Principal shall each submit to the Superintendent of Schools a written statement setting forth the specific nature of the grievance and the facts relating thereto. The Superintendent of Schools shall hold an informal hearing at which the employee or the Teachers' Grievance Committee, or both, may appear and present oral and/or written statements. The determination of the second stage of such grievance proceedings shall be made by the Superintendent of Schools.

THIRD PROCEDURAL STAGE

If the grievance is not resolved at the Second Procedural Stage, or if no decision has been rendered within the specified time limit, only the Association through the Teachers' Grievance Committee may submit the grievance to the advisory arbitration through the American Arbitration Association in accordance with its rules and regulations by written notice to the AAA and the Board of Education through the Superintendent of Schools within fifteen (15) school days of the decision at the Second Procedural Stage. There shall be one arbitrator selected to hear the grievance. The decision rendered by the AAA arbitrator shall be advisory only and shall not be binding upon the Board of Education and the Superintendent. The advisory decision shall be transmitted to the Board of Education which shall be the final arbiter of any grievance. All costs and fees of the American Arbitration Association and its arbitrator shall be borne equally by the Board of Education and the Association.

The Building Principal and Superintendent of Schools, are to have full authority and responsibility to settle grievances or misunderstandings which exist that are inconsistent with policies and regulations of the Board of Education now in full force and effect.

In order to insure prompt consideration and determination of employee grievances, ten (10) school days shall be the maximum time allowable for each procedural stage except as otherwise noted.

ARTICLE XXIII CONFLICT WITH STATUTES AND LAW

In the event that any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or status shall prevail, but the balance of this Agreement shall remain in full force and effect.

All provisions of the Agreement, unless changed by amendment, addition or deletion, as herein before noted, shall remain in full force and effect and the parties hereto hereby ratify and confirm all of the other terms and provisions of said Agreement as modified herein.

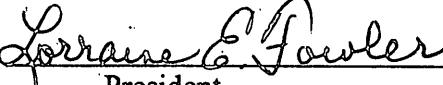
IN WITNESS WHEREOF, the parties have hereunto duly executed this Agreement the day and year first above written.

BOARD OF EDUCATION, FLORAL PARK-
BELLEROSE UNION-FREE SCHOOL DISTRICT

By  _____
Superintendent of Schools

Jan 22, 2002

FLORAL PARK-BELLEROSE DISTRICT
TEACHERS' ASSOCIATION

By  _____
President

ADDENDUM

Addendum to Contract between the Board of Education of the Floral Park-Bellerose Union Free School District and the Floral Park-Bellerose District Teachers' Association.

The salary for pre-kindergarten teachers effective September 2001 shall be as follows:

	2001-02	2002-03	2003-04
Step 1	\$136	\$140	\$145
Step 2	\$161	\$166	\$171
Step 3	\$185	\$191	\$197

The number of sick days shall be five days.

The school day shall consist of five (5) hours. Each a.m. and p.m. session shall be 2-1/2 hours.

Health Insurance: Pre-k teachers will have the option of enrolling in health insurance - the district contributing 50% - the employee contributing 50%. There will be no "buy back" option.

ATTACHMENT 1

TO; BOARD OF EDUCATION OF FLORAL PARK-BELLEROSE UNION FREE
SCHOOL DISTRICT

I, _____
(Print Full Name)

HEREBY REQUEST AND AUTHORIZE YOU, ACCORDING TO
ARRANGEMENTS AGREED UPON WITH THE FLORAL PARK-BELLEROSE
DISTRICT TEACHERS' ASSOCIATION, TO DEDUCT FROM MY SALARY AND
TRANSMIT TO THE ASSOCIATION DUES OF THE ASSOCIATION AND NYSUT,
AS CERTIFIED BY THE ASSOCIATION. I HEREBY WAIVE ALL RIGHT AND
CLAIM FOR SAID MONIES, SO DEDUCTED AND TRANSMITTED IN
ACCORDANCE WITH THIS AUTHORIZATION, AND RELIEVE THE BOARD OF
EDUCATION AND ALL ITS OFFICERS FROM ANY LIABILITY THEREFOR. THIS
AUTHORITY SHALL BE CONTINUOUS WHILE EMPLOYED IN THIS SCHOOL
SYSTEM OR UNTIL WITHDRAWN BY WRITTEN NOTICE.

Employee Signature

Date

ATTACHMENT 2

TO: BOARD OF EDUCATION OF FLORAL PARK-BELLEROSE UNION FREE
SCHOOL DISTRICT

I, _____
(Print Full Name)

HEREBY REQUEST AND AUTHORIZE YOU TO CEASE DEDUCTING THE
EXISTING MONIES FOR THE FLORAL PARK-BELLEROSE DISTRICT TEACHERS'
ASSOCIATION AND NYSUT. I HEREBY CANCEL PREVIOUSLY SUBMITTED
AUTHORIZATION FOR THIS DEDUCTION. I RELIEVE THE BOARD OF
EDUCATION AND ALL ITS OFFICERS FROM ANY LIABILITY THEREFOR. THIS
AUTHORITY SHALL BE CONTINUOUS WHILE EMPLOYED IN THIS SCHOOL
SYSTEM OR UNTIL WITHDRAWN BY WRITTEN NOTICE.

Employee Signature

Date

Floral Park-Bellerose School District										
Teacher Salary Schedule										
2001-2002										
	BA	BA+15	MA	MA+15	Ma+30	Ma+45	MA+60	MA+75	Doct.	
Step										
1	41,857	42,916	50,359	51,483	52,621	54,025	54,884	55,830	56,776	
2	44,151	45,308	52,709	54,005	55,173	56,628	57,509	58,483	59,458	
3	45,222	46,395	53,798	54,967	56,140	57,305	58,474	59,447	60,421	
4	46,203	47,372	54,777	55,949	57,119	58,286	59,452	60,426	61,400	
5	47,180		55,755	56,928	58,098	59,262	60,430	61,432	62,434	
6	48,482		57,057	58,230	59,400	60,567	62,114	63,307	64,501	
7	49,788		58,591	60,093	60,984	61,869	64,107	65,093	66,080	
8	51,848		61,009	62,571	63,501	64,425	66,029	67,047	68,064	
9	53,705		64,509	65,683	66,855	67,742	68,910	69,884	70,858	
10	55,171		65,979	67,150	68,322	69,209	70,380	71,409	72,438	
11	56,641		67,447	68,622	69,790	70,676	72,438	73,460	74,482	
12	58,108		68,914	70,087	71,262	72,143	74,498	75,514	76,530	
13	60,555		71,361	72,533	73,704	74,591	76,551	77,563	78,575	
14	62,021		72,828	74,000	75,174	76,056	78,597	79,799	81,000	
15	63,489		74,295	75,469	76,690	77,528	81,000	82,475	83,950	
16			76,133	77,312	78,932	79,516	85,012	85,899	86,786	
17			76,133	77,312	78,932	79,516	85,012	85,899	86,786	
18			76,133	77,312	78,932	79,516	85,012	85,899	86,786	
19			76,133	77,312	78,932	79,516	85,012	85,899	86,786	
20			79,654	80,514	83,639	84,915	88,501	89,090	89,679	
21			79,654	80,514	83,639	84,915	88,501	89,090	89,679	
22			79,654	80,514	83,639	84,915	88,501	89,090	89,679	
23			79,654	80,514	83,639	84,915	88,501	89,090	89,679	
24			79,654	80,514	83,639	84,915	88,501	89,090	89,679	
25			82,515	83,638	85,359	86,681	90,017	90,689	91,362	

Floral Park-Bellerose School District										
Teacher Salary Schedule										
2002-2003										
	BA	BA+15	MA	MA+15	Ma+30	Ma+45	MA+60	MA+75	Doct.	
Step										
1	43,113	44,203	51,870	53,027	54,200	55,646	56,531	57,505	58,479	
2	45,475	46,667	54,290	55,625	56,828	58,327	59,234	60,238	61,242	
3	46,579	47,787	55,412	56,616	57,824	59,024	60,228	61,231	62,233	
4	47,589	48,793	56,421	57,627	58,832	60,034	61,235	62,239	63,242	
5	48,596		57,428	58,636	59,841	61,040	62,243	63,275	64,308	
6	49,937		58,769	59,977	61,182	62,384	63,978	65,207	66,436	
7	51,282		60,348	61,896	62,814	63,725	66,030	67,046	68,062	
8	53,404		62,839	64,449	65,406	66,358	68,010	69,058	70,106	
9	55,316		66,444	67,654	68,861	69,774	70,977	71,980	72,984	
10	56,826		67,958	69,164	70,372	71,285	72,491	73,551	74,611	
11	58,340		69,471	70,680	71,883	72,796	74,611	75,664	76,717	
12	59,852		70,982	72,190	73,399	74,308	76,733	77,779	78,826	
13	62,371		73,502	74,709	75,915	76,828	78,847	79,889	80,932	
14	63,882		75,013	76,220	77,429	78,338	80,955	82,193	83,430	
15	65,394		76,524	77,733	78,990	79,854	83,430	84,949	86,469	
16			78,417	79,632	81,300	81,901	87,562	88,476	89,389	
17			78,417	79,632	81,300	81,901	87,562	88,476	89,389	
18			78,797	80,018	81,695	82,299	87,987	88,905	89,823	
19			78,797	80,018	81,695	82,299	87,987	88,905	89,823	
20			82,441	83,332	86,567	87,887	91,598	92,208	92,817	
21			82,441	83,332	86,567	87,887	91,598	92,208	92,817	
22			82,441	83,332	86,567	87,887	91,598	92,208	92,817	
23			82,441	83,332	86,567	87,887	91,598	92,208	92,817	
24			82,441	83,332	86,567	87,887	91,598	92,208	92,817	
25			85,403	86,566	88,346	89,715	93,168	93,863	94,559	

Floral Park-Bellerose School District										
Teacher Salary Schedule										
2003-2004										
	BA	BA+15	MA	MA+15	Ma+30	Ma+45	MA+60	MA+75	Doct.	
Step										
1	44,406	45,530	53,426	54,618	55,826	57,315	58,226	59,230	60,234	
2	46,840	48,067	55,919	57,294	58,533	60,077	61,011	62,045	63,079	
3	47,976	49,221	57,074	58,314	59,559	60,795	62,035	63,068	64,100	
4	49,016	50,257	58,113	59,356	60,597	61,835	63,072	64,106	65,140	
5	50,053		59,150	60,395	61,636	62,871	64,110	65,174	66,237	
6	51,435		60,532	61,776	63,018	64,256	65,897	67,163	68,429	
7	52,820		62,159	63,753	64,698	65,637	68,011	69,058	70,104	
8	55,006		64,724	66,382	67,368	68,349	70,050	71,130	72,210	
9	56,976		68,437	69,683	70,927	71,868	73,107	74,140	75,173	
10	58,531		69,997	71,239	72,483	73,424	74,666	75,758	76,849	
11	60,090		71,555	72,801	74,040	74,980	76,849	77,934	79,018	
12	61,647		73,111	74,356	75,601	76,537	79,035	80,113	81,191	
13	64,243		75,707	76,950	78,192	79,133	81,213	82,286	83,360	
14	65,799		77,263	78,507	79,752	80,688	83,384	84,658	85,933	
15	67,683		78,819	80,065	81,360	82,250	85,933	87,498	89,063	
16			80,769	82,021	83,739	84,358	90,189	91,130	92,071	
17			80,769	82,021	83,739	84,358	90,189	91,130	92,071	
18			81,555	82,819	84,554	85,179	91,067	92,017	92,967	
19			81,555	82,819	84,554	85,179	91,067	92,017	92,967	
20			85,327	86,248	89,597	90,963	94,804	95,435	96,066	
21			85,327	86,248	89,597	90,963	94,804	95,435	96,066	
22			85,327	86,248	89,597	90,963	94,804	95,435	96,066	
23			85,327	86,248	89,597	90,963	94,804	95,435	96,066	
24			85,327	86,248	89,597	90,963	94,804	95,435	96,066	
25			88,393	89,595	91,438	92,855	96,429	97,149	97,869	