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Kendall Central School District And
Kendall Faculty Assn

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AGREEMENT

Between the

**SUPERINTENDENT OF THE KENDALL CENTRAL
SCHOOL DISTRICT**

and the

KENDALL FACULTY ASSOCIATION

JULY 1, 2003 THROUGH JUNE 30, 2006

Received
7/21/03

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RECOGNITION AGREEMENT
Between
THE KENDALL BOARD OF EDUCATION AND THE KENDALL FACULTY ASSOCIATION

PREAMBLE

In order -

to effectuate the provisions of Chapter 392 of the NYS Laws of 1967 known as the Public Employees' Fair Employment Act,
to encourage and increase effective harmonious working relationships between the Kendall Board of Education, hereinafter referred to as the "Board" and its professional employees represented by the Kendall Faculty Association, hereinafter referred to as the "Association", and
to enable the professional employees to more fully participate in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Kendall Central School -

the Kendall Faculty Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

RECOGNITION AGREEMENT

The Association recognizes that the Board is the policy-making body charged with the responsibility of interpreting the educational needs and desires of the community and of translating them into policies and programs.

The Board recognizes the Kendall Faculty Association as the exclusive negotiating unit for all regularly employed certified professional personnel of the Kendall Central School District except per diem substitute teachers, teaching assistants, interns, administrative assistants, assistant principals, building principals, pupil personnel administrators, and the Superintendent of Schools, hereinafter referred to as the "Superintendent".

This recognition shall continue in effect as long as the Association verifies through a notarized membership list that a majority of the certificated professional employees of the District are members of the Kendall Faculty Association subject to the provisions of Section 208 of the Civil Service (Taylor) Law.

**BOARD OF EDUCATION
KENDALL CENTRAL SCHOOL**

KENDALL FACULTY ASSOCIATION

By  6/25/03
DONALD SNYDER, PRESIDENT DATE

 6/25/03
BARABARA MALESKI, PRESIDENT DATE

- I. A. **SCHOOL YEAR.** All teachers are employed for a period beginning with the date of their appointment to probation, and for a compensation fixed by the salary schedule adopted by the Board of Education in compliance with the Education Law.

The school work year shall not exceed 186 days for experienced teachers and 188 for new faculty members.

K-6 students shall not be scheduled on the last two (2) work days of the year for Elementary Teachers.

B. **SCHOOL DAY AND RELATED AREAS**

1. The length of the normal working day shall not exceed seven and one-third (7 1/3) hours including lunch as scheduled by the Superintendent. The teachers shall be notified at least thirty (30) days prior to any changes in the schedule of the normal working day.
2. **Planning Time**
 - a. Each Elementary teacher shall ordinarily be provided with a minimum of 40 consecutive minutes of uninterrupted planning time per day during the student day.
 - b. Each Secondary teacher shall ordinarily be provided with a minimum of one planning period per day during the student day. This period shall be equivalent in time to a regular class period.
 - c. Planning time shall be exclusive of any time provided as a duty-free lunch period.
3. Teachers who have students remaining beyond the listed departure time will be expected to remain until those students have departed.
4. Detention teachers will stay until students under their supervision have been released.
5. The privilege of early departure is granted only for emergency reasons or, with 24 hour advance approval, for medical appointments.
6. Teachers are expected to attend the following meetings:
 - a. Superintendent - maximum of ten (10) per year
 - b. Building Principals - maximum of ten (10) per year
 - c. Grade Chairpersons, Department Chairpersons, and Directors - maximum of ten (10) per year. The recommended maximum length of these meetings is one hour and fifteen minutes.
 - d. In addition, Building Principals may schedule one meeting per week not to exceed 1/2 hour in duration during the teachers' work day.
 - e. All teachers are expected to attend the above meetings unless excused by the appropriate administrator.

- II. **PROBATIONARY PERIOD** - All probationary teachers shall be informed of action taken regarding tenure by the Board of Education at least 75 days prior to the expiration of their probationary period.

III. **PROCEDURES COVERING ABSENCES**

A. **Regular Sick Leave**

1. a. Probationary teachers will receive one (1) paid day of sick leave for each month to be worked during their entire probationary period. The total number of paid sick days for the entire probationary period shall be made available for use by the teacher beginning with the first work day of the probationary period.

b. Any probationary teacher, who resigns or is terminated before the end of the probationary period, shall pay back to the District before the effective date of the resignation or termination an amount equal to one (1) day's pay for each day of paid sick leave which was used beyond the total number sick days calculated at one (1) day for each month actually worked by the teacher.

2. Tenured teachers will receive one and one half (1 1/2) paid days of sick leave for each month worked with the total days for each work year made available at the beginning of such year.
3. There is no limit to accumulative, unused sick leave.
4. Used sick leave is counted in either one-half (1/2) or one (1) day denominations.
5. Teachers may use sick leave for their own personal medical or dental appointments.

B. Personal Leave

1. Teachers are provided two (2) paid days of personal leave per year to take care of matters that cannot be reasonably handled outside the regular school day.
2. Except in emergencies written requests for personal days must be turned into the Building Principal at least twenty-four (24) hours prior to the intended absence.
3. The Building Principals have the right to restrict personal leave to a maximum of two (2) teachers per building per day.
4. Unused personal leave in any year shall accumulate to the next year up to a maximum of four (4) days with any days in excess of four (4) days converted to accumulative sick leave.
5. Used personal leave is counted in either one-half (1/2) or one (1) day denominations.
6. Personal leave shall not be available for days immediately preceding or following any scheduled school holidays or vacations without the prior approval of the Superintendent.

C. Bereavement Leave

1. Teachers are provided up to five (5) paid days of non-accumulative bereavement leave for each occurrence of death of a person in close familial relationship to the teacher.
2. Bereavement leave shall be deducted from a teacher's available sick leave.
3. Used bereavement leave is counted in either one-half (1/2) or one (1) day denominations.

D. Family Illness Leave

1. Teachers may use up to fifteen (15) days each year of their available sick leave for incidences of illness which are serious enough to require the teacher's presence regarding persons in close familial relationship to the teacher.
2. Family illness leave shall not be used for non-emergency situations or regular medical-dental appointments.
3. Family illness leave shall be deducted from a teacher's available sick leave.
4. Used family illness leave is counted in either one-half (1/2) or one (1) day denominations.

E. Jury Duty Leave

1. Persons summoned to jury duty shall be allowed to serve without reducing their regular salary.
2. While on jury duty the District shall continue to pay such teachers their regular salary.
3. Within thirty (30) days after jury duty has ended, such teachers shall remit by check to the District an amount equal to the fees except mileage and meals which they received for serving on jury duty.

- F. Teachers who have exhausted all of their sick leave may make a written request for additional paid sick leave through the Superintendent and the President of the Kendall Faculty Association who shall make recommendations on such requests to the Board of Education. At its sole discretion, the Board may or may not grant any such additional paid sick leave.**

G. Special Needs Leave for Family Related Serious Illnesses

1. Special Needs Leave is available only to teachers who have exhausted their Family Illness Leave and Personal Leave during the same school year.
2. Teachers may use up to 30 days of Special Needs Leave for incidences of illness which are serious enough to require the teachers' presence regarding persons in close familial relationship to the teachers.
3. Teachers shall be eligible to use this Special Needs Leave only two times every eight (8) years regardless of the circumstances or previous use.
4. Special Needs Leave shall not be used for non-emergency situations or regular medical-dental appointments.
5. Starting with the first September after a Special Needs Leave has ended and continuing similarly each succeeding September, the teacher shall have one-half of the teacher's current year's sick leave deducted from the teacher's sick leave account until the number of paid days used for the Special Needs leave is completely reimbursed to the District.
6. If the teacher should leave employment in the District for any reason, including but not limited to resignation, retirement, or termination, then the teacher shall reimburse the District before the last day of employment a cash amount equal to the number of days still unreimbursed for the Special Needs Leave multiplied by the teacher's current per diem rate of pay.

IV. PROCEDURES COVERING LEAVES OF ABSENCE

A. 1. Pregnancy

Disability related to pregnancy shall be treated the same as any other physical disability including the use of paid sick leave.

2. Child Care Leave

Teachers are eligible for an unpaid child care leave for up to a maximum of two years. A teacher must apply for and commence such an unpaid leave within ninety (90) days after the birth or the adoption placement of a child. In applying for this leave, a teacher shall include the preferred dates for commencing and ending such a leave.

3. Upon returning to work after a pregnancy disability and/or child care leave, the teacher shall be assigned to a position within the teacher's tenure area.

4. Adoption Leave

Within five (5) days after the adoption of a child, a teacher who is the parent shall be granted up to two (2) days of paid adoption leave to be used in one-half (1/2) or one (1) denominations as determined appropriate by the teachers.

B. Leaves Without Pay or Benefits

1. Teachers may apply for a general leave of absence without pay up through twenty (20) work days. For such leaves, the teacher shall apply in writing to the Superintendent who, at the Superintendent's sole discretion, may or may not grant such a leave.
2. Teachers may apply for a general leave of absence without pay, fringe benefits, advancement on the salary schedule, and accumulating seniority from twenty-one (21) days up through one (1) full school year. For such leaves, the teacher shall apply in writing through the Superintendent to the Board which, at its sole discretion, may or may not grant such a leave.
3. Upon return from such leaves, teachers will be assigned to a position within their tenure area.

V. PROGRAM ENHANCEMENTS

Teachers are eligible to receive additional compensation for participating in approved professional activities designed to enhance student programs or teachers programs which exceed the responsibilities usually expected from the teachers within the District. Such professional activities may include program development, curriculum development, staff development, committee assignments, regulations/policies development, and/or formal course work outside the graduate hour provisions of this Agreement.

To apply the teacher shall file a written summary of the proposed professional activity with the Program Enhancement Committee at least thirty (30) days before such an activity is to be initiated. Within twenty (20) days after receiving the application, the Program Enhancement Committee shall meet and at its sole discretion may or may not approve the activity.

If the activity is approved, the teacher shall provide the Program Enhancement Committee with sufficient proof that the activity was satisfactorily completed within fifteen (15) days after the end of the activity, after which the teacher shall become eligible to receive the additional compensation approved in the application. If the activity is not approved, the Program Enhancement Committee shall provide in writing to the teacher the reason(s) for disapproval.

The maximum total available for all approved activities shall not exceed \$9,000.

The Program Enhancement Committee shall be composed of the Superintendent and the President of the Kendall Faculty Association or the Vice-President of the Kendall Faculty Association in the event that the teacher who applies is the President.

VI. FINANCIAL AGREEMENT

A. Salary Schedule

<u>Credited Years of Service Through 2002-03</u>	<u>2003-04 Salary</u>	<u>Credited Years of Service Through 2003-04</u>	<u>2004-05 Salary</u>	<u>Credited Years Of Service Through 2004-05</u>	<u>2005-06 Salary</u>
0	\$33,000	0	\$33,000	0	\$33,000
1	34,155	1	34,155	1	34,155
2	34,445	2	35,350	2	35,350
3	34,704	3	35,650	3	36,588
4	34,938	4	35,918	4	36,898
5	36,336	5	36,161	5	37,175
6	37,789	6	37,607	6	37,427
7-8	39,300	7	39,111	7	38,924
9-10-11-12	40,871	8-9	40,675	8	40,480
13-14-15	43,592	10-11-12-13	42,302	9-10	42,099
16-17	46,584	14-15-16	45,118	11-12-13-14	43,782
18-19-20	50,232	17-18	48,215	15-16-17	46,697
21	52,808	19-20-21	51,990	18-19	49,902
22-23	56,007	22	54,656	20-21-22	53,809
24-25	59,474	23-24	57,967	23	56,569
26-27	63,495	25-26	61,556	24-25	59,996
		27-28	65,718	26-27	63,710
				28-29	68,018

Teachers whose credited years of experience exceed those listed on the salary schedule shall receive an annual increase of +3.5% over their previous year's salary.

Regardless of their credited years of service, part-time teachers shall receive an annual increase of +3.5% over their previous year's salary if the fraction of time for their part-time position does not change. If the fractions of time for part-time positions change, then appropriate adjustments shall be made.

B. Longevity Benefit

All employees in the unit (full and part time) covered by this Agreement shall be paid the longevity benefit listed below based on years of service at the Kendall Central School District. The applicable benefit shall be deemed completed on or before June 30th of that year and shall be paid by the District on or before that date in a separate payment to the recipient.

	2004 cost	2005 cost	2006 cost
5 years of service	\$1,200	\$1,200	\$1,200
10 years of service	2,100	2,100	2,100
15 years of service	2,400	2,400	2,400
20 years of service	2,100	2,100	2,100
25 years of service	1,800	1,800	1,800
30 years of service	1,200	1,200	1,200
31 years of service	600	600	600
32 years of service	600	600	600
33 years of service	600	600	600
34 years of service	600	600	600
35 years of service	2,000	2,000	2,000

C. Additional Benefits

1. Pay Periods -

- a. Teachers will choose in writing to have their annual salary paid to them in either twenty-one (21) or twenty-six (26) equal installments.
- b. Starting with the second Friday of work in September, teachers will be paid every other Friday unless such a day is a school district holiday, in which case the pay period will fall in the next regular District Office business day thereafter.

2. Health Insurance

- a. For teachers who were employed as teachers in the District before July 1, 1994, the District shall pay 90% and the teacher shall pay through payroll withholding 10% of the premium costs for single plan or family plan coverage.
- b. For teachers who are hired in the District on or after July 1, 1994, the District shall pay 80% and the teacher shall pay through payroll withholding 20% of the premium costs for single plan or family plan coverage.
- c. For teachers who were part-time as of June 30, 1994 and who are increased to full-time on or after July 1, 1994, the District shall pay 80% and the teacher shall pay through payroll withholding 20% of the premium costs for single plan or family coverage. This shall not apply to teachers who were employed full-time prior to July 1, 1994, and who were reduced to part-time by the District.
- d. If the District changes to a dental plan which is not a part of the District's Basic Health Insurance Plan, then the District shall pay \$84 of the annual premium for single dental plan coverage or \$132 of the annual premium for family dental plan coverage for teachers enrolled in the District's Health Insurance Program. If the District changes to a dental plan which is not a part of the District's Basic Health Insurance Plan, then teachers who are not enrolled in the District's Basic Health Insurance Plan shall have the option of joining this separate dental plan if they pay the entire premium costs themselves and such participation shall not affect their eligibility for the non-participation benefits provided in 2.g.

- e. Health insurance coverage and benefits shall be substantially equivalent to or an improvement on those offered by the Genesee Area Healthcare Plan in effect for 1993-94.
- f. The policies and companies shall be selected by the Board of Education with the prior written approval for any changes required from the KFA. Changes in health insurance coverage and/or benefits may be made at any time if agreed to in writing between the Board of Education and the KFA.
- g. Teachers who do not participate in the District's Health Insurance Program for a whole school year shall be paid \$1,050 for 2003 - 2004, \$1,100 for 2004 - 2005, \$1,150 for 2005 - 2006 on or before June 30 of that school year.
- h. To the extent allowed by Federal, State, and Local laws and/or regulations, the District shall deduct the teacher's required contributions to this health insurance program before taxes and social security are applied.

3. Payment for Graduate Hours

For approved graduate hours after the Bachelor's Degree, the following shall apply:

- 1. Extra pay is awarded for approved graduate hours at the rate of \$30 per graduate hour up to a maximum of 60 graduate hours.
- 2. Any teacher who, under the provisions of the previous agreement, received tuition reimbursement in lieu of extra pay will become eligible to receive extra pay of \$30 per graduate hour by applying the following formula:
The amount reimbursed per graduate hour shall be divided by 30. The resulting quotient plus one will equal the year in which extra pay will commence.
- 3. Any teacher who had received tuition reimbursement under the provisions of the previous agreement and resigns from the District prior to 6 years after being reimbursed for an approved graduate course shall pay back to the District before the effective date of resignation an amount equal to 20% of the reimbursed tuition for each year less than 5 for every graduate course involved.
- 4. Long-term substitutes are excluded from participating in the benefits of this section.
- 5. The District shall also make the following available to teachers:
 - a. payroll deductions savings,
 - b. direct deposit of salary,
 - c. payroll deduction for the District's Credit Union,
 - d. flexible benefits plan,
 - e. tax sheltered annuities,
 - f. upgraded dental plan,
 - g. association dues deduction,
 - h. health insurance options.

D. OTHER AREAS OF COMPENSATION

1. Athletics -

a. Teachers who are appointed to coach these sports shall receive the following percentages of \$33,000 for 2003-2004, \$34,000 for 2004-2005, and \$35,000 for 2005-2006:

Girls	7-8	Soccer	4%	Girls	7-8	Volleyball	3%
Girls	JV	Soccer	6%	Girls	JV	Volleyball	6%
Girls	V	Soccer	9%	Girls	V	Volleyball	8%
Boys	7-8	Soccer	4%	Boys	7-8	Wrestling	4%
Boys	JV	Soccer	6%	Boys	JV	Wrestling	9%
Boys	V	Soccer	9%	Boys	V	Wrestling	12%
Cross Country	V		6%	Girls	JV	Softball	6%
Girls	7-8	Basketball	4%	Girls	V	Softball	9%
Girls	JV	Basketball	9%	Boys	JV	Baseball	6%
Girls	V	Basketball	12%	Boys	V	Baseball	9%
Boys	7-8	Basketball	7%	Tennis			6%
Boys	JV	Basketball	9%	Track	7-8		4%
Boys	V	Basketball	12%	Varsity Golf			6%
Boys	V	Track	8%	Cheerleading			
Girls	V	Track	8%	(a) Winter	JV		3%
					V		6%

b. For credited years of consecutive service in designated positions, teachers will be compensated according to the following table which is formulated on a base salary of \$33,000 for 2003-2004, \$34,000 for 2004-2005, and \$35,000 for 2005-2006:

[REFER TO ATTACHMENTS 1, 2 AND 3.]

c. To assist with the screening of persons to be recommended by the Superintendent for appointment to positions with respect to Athletics, the following shall be adhered to:

- (1) the District's preferred qualifications for each coaching vacancy shall be posted in writing prior to accepting applications for such positions;**
- (2) KCS teachers, who are NYS certified to coach and who satisfy the District's preferred qualifications for specific coaching positions including but not limited to prior experiences in such sports or areas as determined by the Superintendent, shall be given preferences in filling coaching vacancies;**
- (3) if two or more KCS teachers who satisfy the District's preferred qualifications apply for the same coaching positions, then the Superintendent shall decide which teacher shall be recommended for such coaching positions; and**
- (4) if no KCS teachers who meet the District's preferred qualifications apply for such coaching positions, then persons from outside the Unit represented by the KFA who are NYS certified to coach and qualified for specific coaching positions as determined by the Superintendent may be appointed to such vacancies.**

d. Coaches shall be evaluated in writing on forms mutually acceptable to the Superintendent and the President of the KFA at least one time each year by the Athletic Director or a Building Administrator. Coaches who receive an unsatisfactory written evaluation shall be provided with specific suggestions for improvement and shall be given a reasonable amount of time to bring their performance to a satisfactory level. If after a reasonable amount of time their performance is still unsatisfactory, teachers may be terminated from their coaching positions if so recommended by the Superintendent and approved by the Board of Education.

- e. Coaches who drive the team buses shall receive an additional amount per driving hour, which is equal to the special trip per hour rate in effect for regular school bus drivers.

2. School Activities -

- a. Teachers who are appointed as advisors to these areas shall receive the following percentages of \$33,000 for 2003-2004, \$34,000 for 2004-2005, and \$35,000 for 2005-2006:

Seventh Grade Class	2%		
Eighth Grade Class	2%		
(+1% additional for planning and supervising 8 th Grade Trip)			
Freshman Class	2%	Junior Class	3%
Sophomore Class	2%	Senior Class	3%
(+1% additional for planning and supervising Senior Trip)			
Student Council	4%	Dramatics (per production)	
FFA	2%	a. Drama Director	4%
Safety Patrol	2%	b. Musical Director	4%
Ski Club	2%	c. Each Other Director	2%
Mock Trial	1%	Approved by the Superintendent	
Model U.N.	1%	Yearbook High School	5%
Yorker Club	2%	Studio K	2%
Jr. National Honor Society	2%	Sixth Grade Outdoor Education	2%
National Honor Society	2%	K-6 Adept	2%
Jazz Band	2%	Aesthetic Education	2%
Jr. High Jazz Band	2%		
Volunteer Club	1%	Media Club	1%
Poetry Club	2%	AFS	2%
Web Design	4%	Elementary Yearbook	3%

- b. For credited years of consecutive service in designated positions, teachers will be compensated according to the following table which is formulated on a base salary of \$33,000 for 2003-2004, \$34,000 for 2004-2005, and \$35,000 for 2005-2006:

[REFER TO ATTACHMENTS 1, 2 AND 3.]

3. Chaperones

Teachers who volunteer or are appointed to chaperone student activities and events shall be paid \$14 per hour for such duty.

4. Adult Education

Teachers who are appointed to teach adult education classes shall be paid \$16 per hour for such instruction.

5. Curriculum Work

Teachers who are appointed to do curriculum work outside the regular workday shall be paid \$17 per hour for such work.

6. Extended Regular Duties

Teachers who are appointed to perform their regular position duties for days in excess of the usual 186 work year shall be paid 1/200 of their salary per day for such duties.

7. Summer School Instruction

Teachers who are appointed to summer instructional positions shall be paid at a rate of \$20 per hour for such work.

8. Summer Recreation

Teachers who are appointed as directors of summer recreation programs shall be paid at the rate of \$16 per hour for such work.

9. Academic Assistance

Teachers who instruct a group of students outside of the normal school day, including, but not limited to: before school, after school, weekends, and vacations shall be remunerated at a rate of \$22.00 per hour.

The Administration shall determine the need for academic assistance and will ask for teacher participants. Any academic assistance positions would initially be offered to a member of the Kendall Faculty Association. The Administration will have the sole discretion of selecting teacher participants for this program. Teachers reserve the right to refuse this assignment.

If no member of the unit, known as the Kendall Faculty Association, is interested, the Superintendent has the right to hire from outside the unit.

10. Tutoring

Teachers who instruct a student outside of the normal school day, including, but not limited to: before school, after school, weekends, and vacations shall be remunerated at a rate of \$22.00 per hour.

The Administration shall determine the need for tutoring and will ask for teacher participants. Any tutoring position would initially be offered to a member of the Kendall Faculty Association. The Administration would have the sole discretion of selecting teacher participants for this program. Teachers reserve the right to refuse this assignment.

If no member of the unit, known as the Kendall Faculty Association, is interested the Superintendent has the right to hire outside the unit.

11. In the event there are not enough qualified volunteers for school activities, chaperones, and/or curriculum work, the Superintendent at his discretion may assign teachers to any such duties. Teachers so assigned will be notified ahead of time to the extent reasonable.

12. Upon the recommendation of the Superintendent, appointments to athletics, school activities, chaperones, adult education, curriculum work, summer school instruction, summer recreation, and/or extended regular duties assignments may be changed by the Board of Education.

E. Conferences, Workshops, Meetings, and Visitations

Teachers may request permission to attend conferences, workshops and meetings, visitations, and similar programs. Such requests require the prior approval of the Building Principal and Superintendent, who may or may not approve such requests, based on what they believe to be in the best interests of the District.

Teachers may be requested by the Building Principals or Superintendent to attend conferences, workshops, meetings, visitations, or similar programs based on what they believe to be in the best interests of the District.

The District shall reimburse the teachers for expenses specifically approved in advance by the Superintendent and incurred by the teacher while attending such programs including a travel reimbursement at the current IRS rate per mile. The Superintendent may require a satisfactory written report regarding such programs before reimbursement shall be made.

F. In-service Programs

Teachers may be required by the Superintendent to participate in in-service programs. The Superintendent or Building Principal shall select and involve teachers to assist in planning any programs, which may exceed 5 hours total.

For such required in-service outside the District, the District shall also reimburse the teachers for mileage at the current IRS rate per mile and other related expenses as specifically approved in advance by the Superintendent.

For such required in-service, teachers shall be paid at the rate of \$15 per hour of attendance only for in-service occurring beyond the regular work hours.

G. PROFESSIONAL DEVELOPMENT

The District may require professional development for teachers which will not exceed 7 hours 20 minutes each year without additional compensation. This professional development may vary for different teachers or groups of teachers and may be scheduled in one day and/or in equivalent increments after the regular school days. For teachers who may need a full day, this date shall be included in the Official School Calendar. Professional Development beyond the yearly 7 hours and 20 minute requirement will need the Superintendent's approval. The programs for this professional development shall be recommended by the District's Professional Development Planning Committee to the Board of Education for its approval. The Superintendent shall be responsible for scheduling and implementing these Board approved professional development programs.

VII. ADDITIONAL AREAS OF AGREEMENT

A. Grade Chairpersons, Department Chairpersons and Directors

1. Based upon the needs of the District and with the recommendations of the Superintendent, the Board of Education may appoint teachers to the following additional positions. Such teachers shall receive the following percentages of \$33,000 for 2003-2004, \$34,000 for 2004-05, and \$35,000 for 2005-06:

GRADE CHAIRPERSONS OF:

- Kindergarten 3%
- First Grade 3%
- Second Grade 3%
- Third Grade 3%
- Fourth Grade 3%
- Fifth Grade 3%
- Sixth Grade 3%

DEPARTMENT CHAIRPERSONS OF:

- | | | | |
|-----------------------------|----|---------------------------------|----|
| K-6 Instructional Computers | 4% | 7-12 English | 4% |
| K-6 Language Arts | 4% | 7-12 Foreign Languages | 2% |
| K-6 Mathematics | 3% | 7-12 Instructional Computers | 4% |
| K-6 Reading | 3% | 7-12 Instructional Technology | 3% |
| K-6 Science | 3% | 7-12 Mathematics | 4% |
| K-6 Social Studies | 3% | 7-12 Remedial-Special Education | 4% |
| | | 7-12 Science | 4% |
| | | 7-12 Social Studies | 4% |

DIRECTORS

K-12 Athletics	10%
K-12 Art	2%
K-12 Guidance	2%
K-12 Library	2%
K-12 Music (Instrumental & Vocal)	4%
K-12 Physical Education	4%

2. Upon the recommendations of the Superintendent, these appointments to Grade chairpersons, department chairpersons, or directors may be changed by the Board of Education.
3. The duties and responsibilities for these additional positions are described in the Board of Education policies under job descriptions.
4. Based upon the needs of the District and with the recommendation of the Superintendent, the Board may change these positions and/or create other similar ones and appoint teachers to them accordingly at a percentage of base salary commensurate with the duties and responsibilities of such changes.
5. With prior approval of the Superintendent, released time may also be provided in addition to the compensation specified above.
6. For credited years of consecutive service in designated positions, teachers will be compensated according to the following table which is formulated on a base salary of \$33,000 for 2003-2004, \$34,000 for 2004-2005, and \$35,000 for 2005-2006:

[REFER TO ATTACHMENTS 1, 2 AND 3.]

7. In the event there are not enough qualified volunteers for grade chairpersons, department chairpersons, or directors, the Superintendent at his discretion may assign teachers to any such duties for no more than a maximum of one year.
 8. Upon the recommendation of the Superintendent, the Board of Education at its sole discretion may appoint to the position of Athletic Director a person within the Unit represented by the Kendall Faculty Association or an administrator or any other qualified person not represented by this Unit.
- B. Transfer of Teachers to Other Positions**
The Superintendent has the right to transfer a teacher from one position to another. The Building Principal shall discuss transfers with the teacher(s) involved before any such transfers are made. In extenuating circumstances a reasonable effort will be made to comply with this provision.
- C. Kindergarten teachers will go on an alternating bus duty schedule after the sixth week of school.**
- D. The Superintendent shall provide each teacher with copies of this KFA Agreement, all Board of Education Policies, all Administrative Regulations, and other relevant Teacher Handbooks. As changes are made in any of these, the Superintendent shall also provide each teacher with copies of such changes on an ongoing basis. Teachers will familiarize themselves with the contents of all these handouts and adhere to them accordingly.**

- E.
1. The President of the Faculty Association shall be released up to one (1) hour per day from regularly assigned duties to handle KFA matters. This release time shall be determined by mutual agreement between the KFA President and the appropriate Building Principal with preference given to release time from administrative assignments before teaching assignments.
 2. Five (5) total days will be provided KFA officers for purposes of official business, national and state meetings, etc. These are in addition to sick and personal days.

F. Assignment of teachers to administrative duty is the responsibility of the Building Administrators.

G. A duty free lunch period of at least thirty (30) minutes will be provided all teachers.

H. Termination of Staff

In the event that a building administrator is considering recommending to the Superintendent the termination of services of an untenured teacher following proper evaluation of that teacher, a written warning shall be sent to the teacher.

The principal shall state, based on prior evaluations, what the teacher needs to do in order for the teacher to improve the teacher's job performance. The principal shall offer assistance to facilitate the improvement of the teacher's job performance.

After a period of thirty (30) days, a subsequent follow-up evaluation of the teacher, if the principal decides to recommend dismissal of the teacher, the teacher and principal will present their respective cases in a meeting with the Superintendent for his review. Based upon the evidence presented in this review, the Superintendent will make a recommendation to the Board of Education regarding the case.

At the meeting with the Superintendent, the teacher shall be entitled to representation.

I. Reduction in Force

If there is to be a reduction in the number of teachers employed by the District, the following procedures and requirements will apply:

1. The Kendall Faculty Association will be notified prior to any action by the District that layoffs are being considered and the number of teachers to be laid off. Whenever possible, notices concerning end-of-school year layoffs will be given by May 1.
2. The reduction in force will be accomplished through attrition to the extent possible.
3. In the event that it is impossible to effect any or all of the reduction in force by attrition, then the teacher having the least seniority in the system within the tenure area will be laid off.
4. The teacher(s) so laid off shall be placed upon a preferred eligibility list of candidates for appointment to a vacancy that then exists or that may thereafter occur at any time within seven (7) years from the date of termination according to the terms of Section 2510 of Education Law. Teachers will be recalled in order of length of service in the District.
5. The District will make every effort to place the laid off teachers in another position within the District for which that teacher holds certification.
6. Any teacher so laid off shall be given preference for substitute teaching for next school year.

7. Any teacher laid off because of a reduction in force shall be continued in the District's Health Insurance plans for a sixty (60) day period at District expense. Thereafter, the laid off teacher shall be allowed to continue as a member of the District's Health Insurance plans, but at the teachers own cost for so long as such teacher shall remain on the preferred eligibility list as hereinafter provided.
8. The above provisions do not apply to teachers who resign or who are terminated for reasons other than reduction of staff.

J. Evaluation Procedures

1. In general, evaluation facilitates the improvement of the quality of programs and services offered by the District. In particular, evaluation assists teachers in knowing how well they are fulfilling their responsibilities, reinforces their strengths, identified areas which may need refinement or improvement, and provides opportunities for the teachers to discuss their job performance with the Administration.
2.
 - a. Probationary teachers with daily classroom responsibilities will be observed at least two (2) times each year by a Building Administrator. Tenured teachers with daily classroom responsibilities will be observed at least one (1) time each year by a Building Administrator.
 - b. Probationary and tenured teachers without daily classroom responsibilities will be assessed based on goals set-up with the Administration at least two (2) times each year by a Building Administrator.
3.
 - a. Teachers with daily classroom responsibilities will be conferenced with by the Building Administrator within five (5) school days after each formal observation. The written summaries of these formal observations shall be completed and signed by the teacher and the Building Administrator within fifteen (15) school days after each formal observation.
 - b. Teachers without daily classroom responsibilities will be conferenced with by the Building Administrator before February 1 for the first formal assessment and before June 15 for the second formal assessment. The written summaries of these formal assessments shall be completed and signed by the teacher and the Building Administrator within fifteen (15) school days after each formal assessment.
4. Formal observations and formal assessments will be summarized in writing on forms mutually acceptable to the Superintendent and the President of the KFA.

K. Teacher Protection

1. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to their Building Principal in writing, which shall contain a detailed written report of the incident.
2. This report shall be forwarded to the Superintendent and then to the Board, and the school attorney shall act in appropriate ways as liaison between the teacher, the police and the courts.
3. The Board shall provide an attorney or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of such incident occurring during the discharge of the teacher's duties within the scope of his employment. The school attorney may be selected by the Board to handle the case.
4. In the event legal charges are brought against a teacher as a result of the performance of his duties, the teacher must provide a copy of said legal charges to the Board within ten (10) days. Conditions as set forth in Section 3 above shall be followed.

5. The Board shall pay for the reasonable cost of replacing or repairing dentures, eyeglasses, clothing, or similar materials which are damaged, destroyed or lost as a result of an assault suffered while the teacher was in the discharge of duties within the scope of employment. Recoveries by the teacher under Workmen's Compensation or other insurance of the District for such items shall be credited toward the amount due from the District.
6. Should a loss of time occur for a teacher as a result of the above incident in the line of duty, the teacher shall be paid full salary for the period of such absence, not to exceed thirty (30) calendar days. Special cases are referred to the Board of Education and should be presented in writing by the teacher. No part of such absences shall be charged against personal leave, sick leave, or deducted from any salary agreement. Recoveries by the teacher under Workmen's Compensation or other insurance of the District for such loss of time shall be credited toward the amount due from the District.

L. Personnel File

Upon reasonable request a teacher shall have the right to review and to copy the contents of the teacher's personnel files except for confidential pre-employment reference information. The teacher shall be entitled to be accompanied by other person(s) of the teacher's own choice during such review. The teacher shall have the right to respond in writing to any non-confidential materials found in the teacher's personnel file and to have such a response included in such files.

M. Retirement Benefits

At the time of retirement, the teacher's accumulated sick leave shall be converted into a Lump Sum Dollar Value amount for use by the retiree to purchase health insurance coverages, which are determined acceptable by both the Superintendent and the President of the Kendall Faculty Association. The amount of this Lump Sum Dollar Value Health Insurance Program shall be calculated by dividing the teacher's unused, accumulated sick leave by fifteen (15) and then multiplying this quotient times the annual premium of the District's Health Insurance Plan in which the teacher regularly participated and which is in effect on the date the teacher retires.

From the date of retirement up through age sixty-five (65), the District shall add to the teacher's Lump Sum Dollar Value an amount equal to any annual increases in the District's Health Insurance Plan Premiums. After age 65, the retiree shall be responsible for covering any increases in the District's Health Insurance Plan in which the teacher is participating. If the teacher dies before sixty-five (65), the District shall continue to add to the teacher's Lump Sum Dollar Value for the surviving spouse an amount equal to any annual increases in the District's Health Insurance Plan Premiums up to when the teacher would have become sixty-five (65). After age sixty-five (65), the annual premium increases are not added, but the teacher's Lump Sum Dollar Value continues. If the teacher or surviving spouse withdraw from the District's Health Insurance Plan, all increases shall stop immediately and shall not be re-started even if the teacher or surviving spouse elect to re-join the District's Health Insurance Plan.

In the event that the retiree should die before using up the retiree's Lump Sum Dollar Value Health Insurance Plan, then the employee's surviving spouse may use the remainder for single coverage benefits, or the equivalent thereof, until all such amount has been used up or until the surviving spouse remarries or the surviving spouse dies whichever should occur first.

After using up their amount of the Lump Sum Dollar Value Health Insurance Plan, retirees, or their surviving spouses may continue to participate in the District's Health Insurance Program providing such participation is allowed by the District's Plan and providing such retirees or their surviving spouses pay the full cost of the health insurance premiums in effect.

Teachers who have not participated in the District's Health Insurance Program are also eligible for these retirement benefits. To calculate the Lump Sum Dollar Value amount, single teachers shall be treated as if they had participated in the single plan, and married teachers shall be treated as if they had participated in the family plan.

VIII. GRIEVANCE PROCEDURE

- A. **DEFINITION:** A grievance is a claim by a teacher or group of teachers that there has been a violation, misinterpretation, or inequitable application of a provision of this agreement.

- B. **FIRST STAGE:** The teacher orally and informally confers with the teacher's respective Building Principal to seek acceptable resolution of the grievance within forty-five (45) school days after the act or conditions causing the grievance occurred.

- C. **SECOND STAGE:** If the grievant is not satisfied with the informal response from the First Stage, within five (5) school days after receiving the informal response the grievant may commit the grievance to writing and file it with the Building Principal for a formal response. The Building Principal will issue his formal response in writing within five (5) school days after receiving the written grievance.

- D. **THIRD STAGE:** If the grievant is not satisfied with the formal response from the Second Stage, within five (5) school days after receiving the formal response from the Second Stage the grievant may file an appeal in writing with the Superintendent.

Within five (5) school days after receipt of the appeal, the Superintendent shall hold a meeting with the teacher and the Building Principal regarding this grievance.

The Superintendent shall render a decision in writing to the teacher within five (5) school days after the conclusion of this meeting.

- E. **FOURTH STAGE:** If the teacher is not satisfied with the decision at the Third Stage, the teacher may file an appeal in writing with the Board of Education within ten (10) days after receiving the Third Stage decision. The Board shall consider the grievance at the next regularly scheduled Board meeting and within ten (10) days after the conclusion of the meeting, render a decision in writing.

- F. **FIFTH STAGE:** After receipt of the Board decision at the Fourth Stage, the grievance may be submitted to arbitration. The Association shall notify the Board of Education within fifteen (15) days of receipt of the decision at the Fourth Stage that it is proceeding to arbitration.

Within five (5) days after written notification of submission to arbitration, the Board and the Association will agree to request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The selected arbitrator shall hear the matter promptly and shall render his decision in writing no later than thirty (30) calendar days from the closing of the hearings. The arbitrator's decision shall be final and binding on all parties.

The costs of the arbitrator shall be shared equally by the Board and the Association.

IX. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. **NEGOTIATING TEAMS** - The Board, or its designated representatives, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. **OPENING NEGOTIATIONS** - Either party may request to open negotiations for a successor agreement by notifying the other party in writing between July 1 and February 1, of the last year of this Agreement. If so requested the parties shall meet within thirty (30) calendar days to exchange written proposals and to set up the dates and times for bargaining sessions which shall not exceed three (3) hours per session without the mutual consent of both parties.
- C. **NEGOTIATION PROCEDURES** - Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith, to deal openly and fairly with each other on all matters, and to exchange all available pertinent information. Meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
- D. **CONSULTANTS** - The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- E. **REACHING AGREEMENT** - The entire proposed new Agreement as reached between the negotiating teams shall be committed to writing and provided to the Association, the Superintendent and the Board of Education before any of them shall consider it for formal approval. After approval by the Association, the Superintendent and the Board of Education, the new Agreement will be executed and put into timely effect accordingly.
- F. **RESOLVING DIFFERENCES** - Should represented parties reach an impasse as defined in the "Public Employees Fair Employment Act", such impasse shall be resolved according to the procedure established in Section 209 of said act.

X. JOINT STATEMENT OF PHILOSOPHY

The Board of Education and the Kendall Faculty Association agree on the following attributes of an excellent teacher:

- 1. **Dependability**, as evidence by
 - a. Accuracy, thoroughness, and reliability on the job.
 - b. Consistently good attendance at one's regular job responsibilities.
 - c. Willingness to help promote school functions.
- 2. **Professional ethics**, as demonstrated in
 - a. Using a professional approach with respect to words and actions in the presence of students, teachers, and the general public.
 - b. Developing and maintaining a feeling of happiness in one's chosen profession.

3. Professional competence, as demonstrated by
 - a. The ability to analyze and grasp essentials of teaching problems and take effective action with a minimum of supervision.
 - b. Maintenance of satisfactory classroom procedures; a sincere interest in students; and willingness to give extra help when necessary.
 - c. Membership in local, state and national teachers and professional groups with the understanding that one's regular job responsibilities take priority. The teacher needs to discuss with, and obtain prior approval from, the Administration for release time from regular job duties to participate in such professional groups.
4. Community service and interest. A teacher will endeavor to serve in some part of the activity of the community where the teacher has chosen to teach.

While not part of the above guidelines, the Board and Faculty agreed on the following areas for demonstrated professional interest and growth:

1. Additional professional preparation
Teachers are encouraged to pursue additional courses in their subject field to improve competence and to keep abreast of changes. District-sponsored In-service courses may be arranged at the elementary and secondary levels. Teachers will be expected to attend in-service courses conducted for their grade level or in their subject field.
2. Professionalism.
Teachers are requested to schedule time for individual parent and/or student conferences, hold after-school conferences with parents, conduct review classes and/or special tutoring of small groups, advise and supervise student clubs or activities, and supervise detention sessions.

XI. SAVINGS CLAUSE

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

XII. BOARD OF REGENTS

If any change in the Rules adopted by the NYS Board of Regents affects the terms and conditions of this Agreement, upon written request of either party the Board and the KFA shall enter into negotiations on such changes before they are implemented.

XIII. DURATION

The provisions of this Agreement shall become effective July 1, 2003 and shall continue in full effect through June 30, 2006.

SUPERINTENDENT OF SCHOOLS
KENDALL CENTRAL SCHOOL

KENDALL FACULTY ASSOCIATION

By
MICHAEL C. O'LAUGHLIN
Superintendent

6/25/03
DATE

Barbara Maleski
BARBARA MALESKI
KFA President

6/25/03
DATE

Attachment # 1

\$33,000	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1,2,3	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
4,5,6	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
7,8,9	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
10,11,12	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
13,14,15	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
16,17,18	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
19,20,21	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
22,23,24	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
25,26,27	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
28,29,30	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
31,32,33	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960
34,35,36	\$330	\$660	\$990	1,320	1,650	1,980	2,310	2,640	\$2,970	3,300	3,630	\$3,960

	Attachment # 2											
\$34,000	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
1,2,3	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
4,5,6	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
7,8,9	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
10,11,12	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
13,14,15	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
16,17,18	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
19,20,21	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
22,23,24	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
25,26,27	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
28,29,30	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
31,32,33	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080
34,35,36	\$340	\$680	\$1,020	1,360	1,700	2,040	2,380	2,720	\$3,060	3,400	3,740	\$4,080

Attachment # 3

<u>\$35,000</u>	<u>1%</u>	<u>2%</u>	<u>3%</u>	<u>4%</u>	<u>5%</u>	<u>6%</u>	<u>7%</u>	<u>8%</u>	<u>9%</u>	<u>10%</u>	<u>11%</u>	<u>12%</u>
1,2,3	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
4,5,6	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
7,8,9	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
10,11,12	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
13,14,15	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
16,17,18	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
19,20,21	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
22,23,24	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
25,26,27	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
28,29,30	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
31,32,33	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200
34,35,36	\$350	\$700	\$1,050	1,400	1,750	2,100	2,450	2,800	\$3,150	3,500	3,850	\$4,200