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**Contract Database Metadata Elements**

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4461

# AGREEMENT

between

THE CHIEF SCHOOL OFFICER

and the

ALFRED-ALMOND TEACHERS' ASSOCIATION

of

ALFRED-ALMOND CENTRAL SCHOOL

**RECEIVED**

DEC 06 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

July 1, 2004 - June 30, 2007



## ARTICLE I - RECOGNITION

This Agreement entered into this 8<sup>th</sup> day of July 2004, by and between the Chief School Officer of the Alfred-Almond Central School District (hereafter called the Superintendent) and the Alfred-Almond Teachers' Association (hereafter called the Association) as the exclusive bargaining unit of all certified professional personnel including Teacher Assistants, excluding District administrators.

Terms of the recognition shall be from July 1, 2004 - June 30, 2007.

## ARTICLE II - GRIEVANCE PROCEDURE

- A. A grievance shall be any alleged misinterpretation, violation or improper application of the terms and conditions of this Agreement.
- B. The time limits specified in the grievance procedure will be considered maximum and every effort will be made to resolve the grievance as soon as possible. The failure to adhere to the time restrictions by the aggrieved will cause a denial of the grievance and the denial of further appeals. The failure of the Principal, the Superintendent or the Board to respond within the time limits allows the aggrieved to appeal the grievance to the next level.
- C. A grievance shall be deemed waived unless submitted within thirty (30) school days after the aggrieved party knew or should have known of the event or condition on which it is based.
- D. All of the time limits contained in this Article may be extended or altered by mutual agreement, except Item "C". In the event a grievance is filed on or after June 1, the time limits set forth herein will be appropriately reduced by mutual agreement.
- E. The aggrieved in this grievance procedure is defined as any bargaining unit member or group of bargaining unit members within the negotiating unit. The Association has the right to grieve with the consent of the aggrieved.
- F. Any member or group of members having a grievance has the right to have an Association representative with him/her at all steps of the grievance procedure. If the Association's representative is not a member of the Association's Grievance Committee, a representative of said committee will be present at all lower stages as an observer.
- G. The term "Superintendent", as used herein, shall mean such person or any such person properly designated and appointed by such official to act in his stead.
- H. No individual member or group of members may be represented by an officer, agent or member of another teachers' organization.

### I. Grievance Procedure

**Level 1** Prior to the filing of a formal grievance, the individual will attempt to resolve the grievance orally between himself/herself and the building principal. The building principal will, within seven (7) school days respond either orally or in writing to the individual indicating the disposition of the informal grievance.

**Level 2** If the grievance has not been settled to the satisfaction of the aggrieved, he/she shall submit, in writing, his/her grievance on the approved attached grievance form. The building principal will schedule a hearing and render a written decision within seven (7) school days.

**Level 3** If the building principal's decision does not settle the grievance to the satisfaction of the aggrieved, the aggrieved may, within seven (7) school days of the Principal's written decision, appeal that decision to the Superintendent. The Superintendent will schedule a hearing and render a written decision within seven (7) school days.

**Level 4** If the grievance remains unsettled, the aggrieved may, within seven (7) school days of the Superintendent's written decision, appeal that decision to the Board of Education. The Board of Education will schedule a hearing in Executive Session at the next regular Board meeting or within thirty (30) calendar days schedule a hearing and render a written decision within ten (10) calendar days.

**Level 5** a. If the member or Association is not satisfied with the decision at Level 4, the Association may submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association (AAA) within thirty (30) calendar days of receipt of the Board's Level 4 decision.

- b. The parties will then be bound by the Rules and Procedures of the American Arbitration Association in the selection and conduct of the arbitrator.
- c. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms and conditions of this Agreement.
- d. The decision of the arbitrator shall be final and binding upon the parties.
- e. The cost of the services of the arbitrator will be borne equally by the District and the Alfred-Almond Teachers' Association.
- f. Arbitration hearings will not begin before the end of the regular school day.

J. There shall be no restraint or reprisals of any kind by administrators taken against any party-in-interest or his school representative, any member of any committee concerned with grievances or any other participant in the procedure set forth herein by reason of such participation.

K. All documents, communications, records and decisions dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be deemed public record.

L. During the pendency of any proceedings and until final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

M. The form in the Appendix will be used when necessary according to the grievance procedure.

### **ARTICLE III - ASSOCIATION RIGHTS**

#### **A. Dues**

1. The District agrees to deduct Association dues from the salaries of the employees who individually and voluntarily authorize the District to make such deductions and such moneys will be forwarded promptly to the Association Treasurer. The authorization will be made in writing using the authorization form set forth below:

Payroll Deduction Authorization

Social Security \_\_\_\_\_  
Name (Last) \_\_\_\_\_ (First) \_\_\_\_\_ F \_\_\_ M \_\_\_  
District Name \_\_\_\_\_  
Association \_\_\_\_\_

To the Board of Education, I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purpose. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me in writing and submitted to the Superintendent and the Association President.

- 2: The District shall deduct any Agency Fee from the salaries of employees who have not become members of the Association.
3. The deduction referred to in " 1 " and "2" above will be in twenty (20) equal installments coinciding with pay periods in September through June.
4. The Alfred-Almond Teachers' Association will initially inform the District as to the total amount of Agency Fee and dues to be deducted. Such notification will be certified to the District in writing over the authorized signature of the President of the Alfred-Almond Teachers' Association and shall be done at least one (1) payroll period in advance of the effective date of such change.
5. Annually, the Association will deliver to the District, prior to the completion of the payroll from which the first deduction for dues is to be made, all new dues authorization forms arranged in alphabetical order.
6. Subsequent to the statement of notification in "4" above, the Association shall provide to the District a list of employees who are not members of the Association and the amount to be deducted from each. It shall be the Association's responsibility to provide the list not less than one (1) pay period before the pay starting date desired.
7. The District shall remit all such Agency Fee deductions to the Treasurer of the Association within the same time parameter stated in "8" below.
8. The District is to issue one (1) check to the Treasurer of the Association for the dues collected and transmit said check immediately following the last paycheck of each calendar month.
9. Provision shall be made to afford the same opportunity to individuals beginning or returning to employment or wishing to join the Association after the first regular deduction as prescribed in "3" above.

**B. Association Time**

The Association may designate their maximum allowable number of voting representatives to attend the NYSUT Representative Assembly meeting. These delegates will be granted such leave with pay as is necessary to discharge their obligations as delegates. Such leave shall not be charged against personal leave or sick leave and must be taken during the school year. The leave must be approved by the Superintendent at least ten (10) days in advance. The Association will

pay the District the cost per day for each leave granted for each substitute teacher.

C. Access to Data

The Association shall be provided, upon request, with the following documents when these documents become public:

1. Board Agenda and Minutes
2. Budgetary Material
  - a. ST-3, SBM-1
  - b. Voter (popular) Budget
  - c. Monthly Treasurer's Report and Warrants

D. New York State United Teachers Member Benefits

1. Provisions will be made for deduction, upon request, for the New York State United Teachers Member Benefits.
2. A member's authorization shall be in writing on the form provided in the Contract. A member may withdraw the authorization at any time by written notice received by the District at least two (2) weeks prior to the effective pay period. Enrollment and/or withdrawal will be authorized only two (2) times a school year during the month of September and during the month of January.
3. The authorization will be made in writing using the form set forth below:

**Payroll Deduction Authorization  
for  
NYS United Teachers Member Benefits**

Social Security Number \_\_\_\_\_  
Name(last) \_\_\_\_\_ (first) \_\_\_\_\_  
District Name \_\_\_\_\_  
Association \_\_\_\_\_  
Benefit Name \_\_\_\_\_  
Amount to be deducted per pay check \_\_\_\_\_

To the Board of Education: I hereby authorize you to deduct from my salary and transmit to the NYS United Teachers Member Benefits the moneys, as indicated above, to pay for the benefit for which I have subscribed. I hereby waive all right and claim to said moneys 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 remain in full force and effect for the purpose stated while I am employed in this school system or until revoked by me in writing. Such withdrawal must be received by the Business Office at least two (2) weeks prior to the effective pay period. Enrollment and/or withdrawal will be authorized only two (2) times a school year during the month of September and during the month of January.

E. Flexible Benefit Plan

The District shall fund an Internal Revenue Code Section 125-Flexible Benefit Plan for unit members. A unit member may elect a voluntary salary reduction for contributions to the Plan. (See: Enrollment form Appendix D). Payments under the plan shall be made by a third party administrator selected by the District and the Association. The Plan Document is incorporated by reference. Said Plan shall offer to teachers the choice of either health insurance at the contractually agreed to district/teacher contribution or the contractually agreed to declining coverage option.

## ARTICLE IV - MEMBER RIGHTS

### A. Personnel File

1. With the exception of prehire material, teachers and teacher assistants will have the right to review and make copies of the contents of their official personnel file that is kept in the Superintendent's Office. Such right will be granted upon request of the teacher.
2. No material of a derogatory nature can be placed in the teacher's or teacher assistant's personnel file without prior knowledge and the right to receive a copy of said material and further, the right to attach a written response thereto. This shall not be construed to prohibit teachers from filing grievances regarding derogatory material placed in their personnel files.

### B. Probation and Tenure

1. It is agreed that all non-tenured personnel appointed to the faculty shall complete a three (3) year probationary period. Previously tenured teachers or teacher assistants need only serve the shorter probationary period in compliance with Education Law.
2. A probationary teacher or teacher assistant will be informed of the Superintendent's recommendation to the Board as to whether or not (s)he should be granted tenure three (3) months prior to the month tenure would be effective. If a probationary teacher or teacher assistant has not been notified in writing that the Board has not granted him/her tenure by two (2) months prior to the month tenure would be effective, (s)he shall be entitled to an additional year of probation.
3. First and second year probationary teachers and teacher assistants shall be notified in writing no later than June 30 if they are not being recommended for continued employment.

### C. Just Cause

Although it is the District's policy that all of its actions are for just cause, no teacher or teacher assistant in the final year of his or her probationary period shall be dismissed without just cause.

### D. Vacancies, Promotions and Transfers

1. Unit members desiring to change grade, subject or building assignment (elementary to secondary or secondary to elementary) shall notify the administrator concerned in writing within the specified time that applications are being received. When a vacancy exists, such requests will be given high priority if the applicant meets the requirements of the position for which he/she is applying and if the proposed transfer does not conflict with the instructional requirements of the Alfred-Almond Central School District. All things being equal, preference shall be given on the basis of seniority for promotion, transfer and/or filling new or vacated positions. Seniority, for the purpose of this Article, shall be defined as the relative length of continuous service to the Alfred-Almond Central School. Sabbatical Leave shall be counted toward seniority. Leaves without pay shall not be counted toward seniority, but will maintain the continuous service concept.
2. Vacancies for unit positions shall be posted for at least ten (10) working days prior to the permanent filling of the position. Vacancy notices over the summer shall be sent to the President of the Association.

### E. Telephone

The District will maintain a telephone in the Teachers' Faculty Lounge for use by the faculty.



F. Right to Representation

In instances when the administrator summons a teacher for a conference involving teacher discipline, the administrator shall inform the teacher of the right to have a union representative present.

A. Pay Periods

Members have the option to choose whether to be paid in 21 or 26 pay period options. Those choosing the 26 pay period option will receive 20 payments from September to June and a 21<sup>st</sup> balloon payment in June equal to the remainder of their contracted salary.

Those choosing the 21 pay period option will receive 21 payments totaling their contracted salary. These payments will be made in September to June.

## **ARTICLE V - EVALUATION PROCEDURES**

Teachers shall continuously and diligently, by self-evaluation, strive to grow in ability and performance. Teachers shall seek to improve, especially in the areas recommended in the formal evaluation.

A. Classroom Observation Procedures

1. At least two (2) of the annual classroom observations for probationary teachers and teacher assistants and one(1) of the annual classroom observations for tenured teachers and teacher assistants will occur after notification. Each observation will occur within seven (7) school days after notification to the individual by the Board's designee. All other classroom observations may be unannounced, but the procedure in paragraphs four (4) and five (5) will apply.
2. Any changes in the criteria for classroom observations will be jointly developed by the Administration and Association, reduced to writing and subject to the approval by the Board. All faculty will be given copies of the criteria for classroom observations.
3. The faculty member may select from the professional staff at Alfred-Almond or, may with approval of the Board's designee, select a professional who is not an Alfred-Almond employee, to observe his/her teaching. This observer would be solely for the improvement of the faculty member, and as such, will observe the member, complete a Board approved form and submit said form to the teacher.
4. The Board's designee will complete the official form to be placed in the individual's official personnel file. A conference with the Board's designee and the individual observed will be held within three (3) school days of any observation, except when either party is absent from school due to illness, official business or emergency.
5. The individual may, if he/she desires, add any written comments to the observation form at the conclusion of the conference and prior to its inclusion in the official personnel file. In all cases, the individual will initial and date the form indicating that he has read the form and had a conference.
6. At the time of the conference, the individual may request another observation by the Board's designee. This requested observation may occur any time within five (5) to twenty (20) school days from the date of the conference. The procedures in paragraphs four (4) and five (5) will be followed, except that the individual may not request another observation. This requested observation will not constitute the second announced observation in paragraph one (1) above.

7. Whenever any member's performance is judged to be inadequate, such performance shall be specified on the official form and the evaluator shall make specific positive recommendations for the improvement of performance desired for each performance judged inadequate. The evaluator will be thereafter guided by point six (6) above for the purpose of observing improvement in performance.

**B. Other Aspects**

1. Classroom observation is only one part of the total evaluation. The general criteria, which will be used in an overall evaluation, will be distributed to all professional staff members at the beginning of the school year.
2. Article V. A2 and B under Evaluation Procedures is to be read as specified in the District's document entitled, "Six Roles of Teaching."

**ARTICLE VI - LEAVES**

**A. Leaves with Pay**

**1. Sick, Personal, Bereavement and Family Illness Leave**

- a. The number of sick leave days to be allowed for illness each school year for each member finding it necessary to be absent from work will be fourteen (14). These days may be used as family illness days. Family shall be defined as spouse, parent, natural, step or adopted children, grandparent(s), grandchildren and sibling(s). Leave may be taken for family members of the unit member and for family members of the unit member's spouse. Leave may also be taken for individuals living in the home of the unit member who are regarded as family. Personal illness may be described as illness suffered by the employee making it impossible or undesirable for him/her to perform his/her duties. These days shall be cumulative as part of the personal sick leave days to a maximum of two hundred fifteen (215) days.
- b. In case of death in the family, each unit member will be allowed bereavement leave as determined necessary by the Superintendent and the Association President. Under this provision, family shall be defined as spouse, parent, natural, step or adopted children, grandparent(s), grandchildren, sibling(s) and individual(s) living in the home of the unit member who are regarded as family. Leave may be taken for family members of the unit member and for family members of the unit member's spouse, and for the family members of individual(s) living in the home of the unit member who are regarded as family. Bereavement Leave is limited to 10 days per instance.
- c. In other instances when a unit member feels it necessary to use days for an individual not cited in the definitions of family for family illness and death in family, the decision to grant the leave will be determined between the Superintendent and the Association President.
- d. Personal Business Leave  
Two (2) days per year shall be provided as personal leave days without loss of salary. All personal business leave day requests shall be made to the Superintendent on a printed form signed by the teacher. Except in cases of genuine emergencies, the form shall be provided to the Superintendent within forty-eight (48) hours. The printed personal leave form shall contain the following language:

"It is understood that personal business leave days shall not be used to extend any holiday or other vacation. It is further understood that the concept of a personal leave day covers only the doing of things that the teacher cannot do on his or her own time."

Any unused personal leave days will be added to the personal sick leave days to the maximum of the specific number of days according to the year cited in A.I.a. above. The Superintendent reserves the right to deny individual requests if the number exceeds three (3) on a given day. The Superintendent or his/her designee shall notify the applicant within twenty-four (24) hours whether said day has been approved or disapproved.

- e. If a member is absent and the absence is not covered by any of the above provisions or provision "f" under this section, a deduction of one two-hundredths (1/200th) of the teacher's annual salary will be made for each day of such absence.
- f. When the Administration has reason to believe that the sick leave provision has been mis-used, a doctor's certificate for sick leave must be submitted at the request of the Superintendent. Such certificates are to be filed with the Superintendent forty-eight (48) hours after the request.
- g. In an effort to reduce the hardship experienced by a member obliged to be absent from employment due to personal illness and/or accident, the District and the Association agree to establish a system-wide Sick Leave Bank subject to the following terms, conditions and procedures:
  - (1). A Sick Leave Bank shall be established at a maximum of one hundred eighty (180) days per school year. The members of the faculty shall donate, from their accumulated personal and sick leave, enough days to establish the beginning year bank of one hundred eighty (180) days. The maximum number of days that may be donated by any one (1) teacher shall be three (3) days each year. (See: Item 5 below)
  - (2). No individual will be entitled to apply to the Sick Leave Bank unless:
    - (a) All current and accumulated sick leave days have been exhausted.
    - (b) Acceptable medical evidence is provided at appropriate intervals.
    - (c) He/she has made a contribution to the Sick Leave Bank (this provision may be waived).
    - (d) Additional guidelines may be developed by the Sick Leave Bank Committee. These guidelines shall require the approval of the District and the AATA before they can become effective.
  - (3). A committee shall be established to review and approve requests for use of the Bank. This committee shall consist of the Superintendent or his designee, the President of the Association or his designee and one (1) other member of the Association to be appointed by the President. Requests may be submitted to any member of this committee for approval. Majority rule shall apply.
  - (4). A member who has borrowed from the Bank and subsequently dies or takes a disability retirement shall not be required to pay back his/her borrowed days. Each member who is granted days from the Bank shall pay back the days at a rate agreed upon by the member and the committee. In no case shall the member be required to pay back more than one-half (1/2) of his/her current leave in any one (1) year, unless he/she desires to do so.
  - (5). Days donated by resignees between January 1 and September 1 will be deducted from the accumulated total in the Bank. All remaining leave days shall be available for the following school year.

2. Religious Holidays

It is agreed that every member shall be allowed three (3) days annually to be absent from school on his/her major religious holidays with no loss of paid personal or sick leave. The teacher shall notify the Superintendent at least one (1) week in advance of such absence.

3. Sabbatical Leave

The Board of Education may grant sabbatical leaves for study or other approved reasons for one (1) year at one-half (1/2) pay or for one-half (1/2) year at full pay to permanently certified staff who have served the Alfred-Almond Central School District for seven (7) continuous years.

During the sabbatical leave the member must complete 6 graduate credits per semester at an accredited college or university. These credits must be in the area in which the member is assigned to teach at Alfred-Almond Central School or in courses that the member will be assigned to teach by the District.

Salary calculations will be based on ten (10) months salary. Individuals must request sabbaticals by way of written application six (6) months in advance of the date the leave is desired. The application must include a statement of plans and purpose for which the leave will be used and be submitted to the Superintendent. Sabbatical leaves will be awarded at the discretion of the Board of Education. Persons accepting sabbatical pay will be required to serve the Alfred-Almond School District for two (2) years upon completion of the leave and shall not be permitted to accept another position between the completion of the sabbatical leave and the completion of the two (2) years service required at Alfred-Almond. If they fail to serve two (2) years, they will repay their sabbatical salary within five (5) years.

A member who is within 5 years of retirement without penalty as defined by the New York State Teacher Retirement System is not eligible for a Sabbatical Leave.

4. Jury and Witness, Duty

Members subpoenaed as witnesses or jurors will be paid the difference between the fees received as such subpoenaed witnesses or jurors and the teaching salary they would have received during each period served as such subpoenaed witnesses or jurors. Such absence will be non-deductible from sick or personal leave.

B. Leaves Without Pay

A leave of absence without pay or increment of up to one (1) full school year may be granted by the Board of Education for personal reasons to those members of the faculty who have tenure. The Board of Education must be notified of the leave by April 15 prior to the school year in which the leave will be in effect and by April 15 of the leave year of the member's status for the following year. The number of such leaves will be limited to three (3) per year.

Leaves without pay will not be approved for a situation in which the teacher may take another job that will result in financial gain to the teacher.

C. Additional Leaves

Additional leaves with or without pay may be granted at the discretion of the Board of Education.

D. Parental Leave

A member shall be entitled to a leave of absence without pay or benefits for up to one (1) year for the purpose of taking care of a new born child or adopted child, under the age of four (4). At the discretion of the District, childcare leave may be extended up to an additional year. Health care insurance as provided by this agreement will remain in effect for the teacher for the first 12 weeks of

the unpaid leave.

When the need for parental leave is foreseeable, the employee must give 30 days' notice of his or her intention to take the leave. The teacher shall submit written notification to the Superintendent of the intent to take the childcare leave and the duration thereof.

## **ARTICLE VII – EMPLOYMENT OF FACULTY**

### **A. Hiring New Personnel**

The Association and the District recognize that there are teacher shortages in certain disciplines. Both parties recognize the need to hire the best qualified personnel in order to provide continued excellence in the instructional process. This will assist the District in maintaining excellence in the educational program, maintaining the regular level of course offerings and maintaining teacher job security. Therefore, it is agreed upon that the District may hire new individuals at a salary to be mutually agreeable between the District and the individual being employed under the following conditions:

1. The District will make every effort to hire personnel within current salary ranges.
2. No individual will be hired below the starting salary level.
3. If an individual is to be hired above the normal salary range, the Association President will be so informed and will be invited to react to it before the individual is hired.
4. The Superintendent will meet with the Association President to explain his/her rationale for this decision and show that there is no other satisfactory candidate available at the present salary schedule.
5. In subsequent years of employment, all individuals will receive the same salary increases and fringe benefits provided other members of the Association.

### **B. New Candidates**

Candidates for a faculty position will, whenever possible, be interviewed by the members of the faculty in the area in which they are being considered.

### **C. Layoff/Recall**

In the event of reduction in staff, the New York State Education Law where expressly applicable, as the same may be amended, shall govern.

## **ARTICLE VIII - DEPARTMENT COORDINATORS**

Each of the curricular departments has the permission of the Board of Education to elect a leader from among the members of the department and to hold meetings as they see fit. The Board, at this time, will impose no duties nor make a commitment regarding extra pay or reduced teaching load for these department leaders.

## **ARTICLE IX - WORKING CONDITIONS**

### **A. Length of Work Day**

The length of the elementary work day and secondary work day shall be 8:00 a.m. to 3:30 p.m.

### **B. Work Load**

1. The typical load for full-time secondary teachers (inclusive of art and music) shall be:

- a. Eighteen (18) hours per week of instructional time.
  - b. Four and one-half (4.5) hours per week of non-instructional duty time. If assignments exceed four (4) hours per week then an attempt at equity among staff will be made.
  - c. Two and one-half (2.5) hours per week of duty free lunch.
2. The typical load for physical education teachers shall be:
    - a. Twenty-one (21) hours per week of instructional time.
    - b. Three (3) hours per week of non-instructional duty time.
    - c. Two and one-half (2.5) hours per week of duty free lunch.
  3. It is understood that the times in Items 1 and 2 are exclusive of any homerooms or other duty assignments.
  4. The typical load for elementary teachers shall be the same as for the 2000-01 school year.

**C. Work Year**

The regular work year for all teachers shall begin not more than one (1) day prior to the day that students are required to report and shall end on the last day of Regents Week. The teacher work year shall be at least one hundred eighty (180) workdays, but shall not exceed one hundred eighty-five (185) workdays.

**D. Elementary Planning Time**

In recognition of the need for elementary teachers, grades K-4, to have sufficient time to plan a coordinated program of studies, the District will provide K-4 teachers with time once per week to be used for grade level meetings, multi-grade level meetings, developing new curriculum areas, organization of program for specialized small groups and other duties as may be assigned by the Administration. Another time block will be arranged by the Administration for individual teacher planning for K-4 teachers.

**E. Early Dismissals**

The Superintendent of Schools may schedule half days of instruction for students. The balance of these days will be used for teacher meetings, parent-teacher conferences, curricular workshops or other related activities at the Superintendent's discretion. Contingent on the availability of unused emergency days, two such half days shall be designated for elementary teachers for the purpose of completing end of year records on the last two (2) days of scheduled Regents exams in June.

**ARTICLE X - HEALTH INSURANCE**

**A. Health Insurance**

1. The District will provide health care coverage through the Central Southern Tier Health Care Plan (hereinafter "Plan")
  - a. The terms of the Plan's Plan Document and Administrative Manual are hereby incorporated in the Contract and made a part thereof.
  - b. The parties agree to implement the following options available from the Plan:
    - i. Preferred Provider Option (PPO)
    - ii. Non-emergency emergency room co-pay option
    - iii. Office visit co-pay option
2. It is agreed that the District shall pay ninety percent (90%) of the premium for those members of the Association who were hired prior to July 1, 2001 and who subscribe to a family plan or individual plan. It is also agreed that the District shall pay 85% of the premium for those members of the Association who are hired on or after July 1, 2001 and who subscribe to a family plan or individual plan. Part-time employee members shall receive that portion of the above terms, which correspond to the fractional part of a day for which they are employed.
3. The insurance carrier may be changed by mutual agreement.

4. Each year there shall be a "Seven Hundred Fifty Dollar (\$750) Reimbursement Account" (non-cumulative) for out of pocket medical and dental expenses incurred by unit members and their immediate family with the exception of travel and lodging. Said reimbursement shall be for any medical and dental expenses that can be listed on the Internal Revenue Service "Schedule A" form. Said money shall be reimbursed to the employee upon receipt by Sieba, Inc. of the employee's receipt of services by December 31. Said claims must occur October 1 to September 30.
  - a. Medical services, which are not covered by the health care provider, must be submitted to and paid by the District's Third Party Administrator of the Flexible Benefit Plan in the fiscal year in which it has incurred.
  - b. Notwithstanding point "a" above, unit members receiving medical services for which the health care provider cannot determine if it is a covered expense under the Plan during the annual period between May 15 and June 30, inclusive, will submit a copy of the bill for medical services to the District's Third Party Administrator of the Flexible Benefit Plan no later than July 1.
  - c. A sum equal to the medical bill, but not in excess of the unit member's reimbursement account balance will be encumbered until the health care provider determines the bill for medical services is not a covered expense under the Plan.
  - d. Upon notification that the submitted medical bill is not a covered expense, the unit member's reimbursement account shall have deducted from it the amount of the medical bill.
  - e. Disbursement of funds from the unit member's reimbursement account shall take place not later than December 31 in the calendar year in which it is incurred.
5. The parties agree that at any time prior to the expiration of the Agreement, the District may request negotiations for the purpose of changing the insurance carrier for health insurance and such request for negotiations shall be granted by the Association.

**B. Declining Coverage**

1. Any employee declining coverage under the family or individual health insurance contract shall be paid eight hundred dollars (\$800) per year. If those declining coverage do not notify the District by the first day of required teacher attendance in September and thereafter by the last day of each month, the eight hundred dollars (\$800) will be pro-rated.  
(See: Appendix A).
2. Pro-ration formula shall be based upon a September through June period with each month equaling a ten percent (10%) pro-rated reduction.
3. Employees can re-enroll within thirty (30) calendar days.
4. Payment for declining coverage shall be made in the first pay period in June.
5. Those members choosing to decline coverage will only need to file an initial form to secure the benefit of Article B.

**ARTICLE XI - COMPENSATION**

It is hereby agreed between the District and the Association that Article XI covers all relationships negotiated relative to compensation, which includes the Extracurricular Salary Schedule with the following terms having been accepted, by both the Superintendent and the Association.

A. Salary

1. Each full-time teacher will be placed on the appropriate step of the salary schedule agreed to by the Board of Education and the Alfred-Almond Teachers Association (Appendix E).
2. Starting Salary for Teacher Assistants shall be as follows:
  - i. 2004-2005 \$ 16,000
  - ii. 2005-2006 \$ 16,500
  - iii. 2006-2007 \$ 17,000
3. For current employees of the Alfred-Almond Central School District who are hired as Teaching Assistants, there will be a longevity stipend of \$100 (one hundred dollars) per year of employment added to the base salary. This stipend is continued for each year of employment as a Teacher Assistant.
4. Salary increases computed using the base salary for Teacher Assistants shall be:
  - i. 2005-2006 4.25%
  - ii. 2006-2007 4.25%

B. Master's Degree

Any teacher on salary steps 1, 2, 3, 4, or 5 who has completed a Master's Degree program shall receive an additional \$500. Said additional compensation is for only one (1) Masters Degree. A teacher who receives his/her Masters' Degree within the first five years of employment at Alfred-Almond Central School will receive this \$500 from the time of receipt of the degree and each year thereafter until the end of his/her 5<sup>th</sup> year of employment.

Reimbursement of Coursework for Teacher Assistants

The district will reimburse teacher assistant members for coursework taken to fulfill the New York State coursework requirements for the Level III teaching assistant certificate at a cost up to \$ 181 per credit hour if the course is taken after July 1, 2004. This reimbursement is subject to the same conditions and procedures stated in Article XI F.

C. Senior Teacher Program

The Alfred-Almond Central School District will recognize and reward teachers who achieve the designation of Senior Teacher. The terms and conditions of becoming a Senior Teacher are:

1. Any teacher who has been credited with at least 28 years of experience by the Alfred-Almond Central School District may participate.
2. The designation of Senior Teacher is available only for one three year period in his or her career with the Alfred-Almond Central School District.
3. Senior Teachers are expected to serve as a mentor teacher as assigned by the District (Article XI Paragraph E does not apply to this); they are expected to review and write curricular materials as mutually agreed to by the Alfred-Almond Teachers' Association, the District and the teacher; they will write and compile unit plans and lesson plans for their assigned teaching duties; and they will participate in other activities as mutually agreed to by the District, the Alfred-Almond Teachers' Association, and the teacher.
4. A teacher who accepts the responsibilities of a Senior Teacher will be paid a stipend of \$5,000 for each of the three years and this stipend will be part of the teacher's salary paid in equal amounts throughout the regular payroll schedule.



5. Teachers may elect not to accept the designation of Senior Teacher, thus avoiding the obligations and forfeiting the benefits.
6. In order to be eligible for this designation, a teacher must submit a letter of request to the District by January 15<sup>th</sup> of the year preceding the potential start of the Senior Teacher Program. Approval of the request will rest with the Superintendent and will be based upon mutual agreement as to the duties involved as stated in #3 above.

D. In-Service Credit

Any teacher taking an in-service course will receive a one-time hourly stipend of sixteen dollars and fifty cents (\$16.50) up to a maximum of \$400. The course must be relevant to the teacher's area of teaching assignment. Courses taken during the regular school day are not subject to this provision. In order to receive the stipend a teacher must first receive the approval of the course from the Superintendent. To do this the teacher must submit a Declaration of Intent form to the Superintendent prior to taking the inservice course. The teacher will receive a copy of this form signed by the Superintendent when the course has been approved. At the completion of the inservice course the teacher must submit documentation of satisfactory completion with the total hours of the teacher's course attendance stated.

E. Mentor Teacher

1. Employees who become mentor teachers shall be paid a stipend of three hundred fifty dollars (\$350) per school year (September 1 - June 30). A mentor teacher is one assigned to work with a newly hired teacher on areas such as: lesson plans, methodologies of instruction, curriculum awareness, student behavior and other areas mutually agreed to by the Association, District and Mentor.
2. Mentors will not formally evaluate or supervise newly hired teachers.

F. Graduate Hours

1. This reimbursement shall only be available to teachers pursuing their first Master's degree for permanent certification in the area for which they were hired. Employees shall be reimbursed up to the amount per credit hour that Alfred University is currently charging for courses subject to the following criteria:
  - a. Superintendent's approval of the courses must be given in advance.
  - b. Reimbursement shall be provided upon successful completion of the course with copy of transcript and proof of payment for course or a voucher of fee paid.
  - c. A maximum of six (6) credit hours per semester with a maximum of eighteen (18) hours per year (July 1 - June 30).
  - d. No future additional reimbursements for those graduate hours can be claimed.
  - e. Courses for reimbursement will be submitted on the "Declaration of Intention" form.

G. Attendance Beyond the Regularly Scheduled Day

Summer work, approved in advance by the Superintendent, will be compensated at a rate of sixteen dollars and fifty cents (\$16.50) per hour not to exceed one hundred twenty dollars (\$120) a day. This summer work is separate from Inservice Credit in C. above.

H. Extracurricular Compensation

1. Prior to May 1, all Alfred-Almond Teachers Association members shall be notified of all extra-curricula

positions for the following school year. All Alfred-Almond Teachers Association candidates will be notified as to the action on their application taken by the Board of Education. As vacancies occur, notification will be made to the Alfred-Almond Teachers' Association members on "October 1, December 1 and February 1."

2. Non-coaching extracurricular Positions payment will be based on the below listed percentages of "Step 1" salary for the respective year. Longevity shall be based upon the number of years of non-coaching experience in the same position. The stipend for each year of credited experience shall be \$25. The current year shall be included in the total years of longevity. (See: *Appendix E*)

Position	%	Position	%	Position	Payment
Alcen Advisor	6.5	Senior Class Advisor	6.0	Chaperone	\$15.00/ hour
Drama Director	5.5	Computer Coordinator	10.0	Intramural Advisor	\$32.00
Extracur.Accts. Dir.	7.0	Sophomore Class Advisor	2.0	Timekeeper	\$30.00/session
Junior Class Adv.	2.5	Stage Manager	2.0		
Music Dir./Drama	1.5	Student Gov't. Advisor	4.0		
7 <sup>th</sup> , 8 <sup>th</sup> , 9 <sup>th</sup> Grade	1.5	National Honor Society	4.0		
Class Advisors		Advisor			
French Club Advisor	1.5	Spanish Club Advisor	1.5		
Computer Club Advisor	1.5	FCCLA Advisor	1.5		
Academic All-Stars Advisor	1.5	FBLA Advisor	1.5		
OM Advisor	1.5				

3. Coaching

Coaching salaries will be calculated as the sum of values representing a base determined by sport level (modified, junior varsity or varsity), the duration of the season, and coaching longevity.

The base for each level will be calculated as a percentage of "step 1" salary for the respective year. (See: *Appendix E*)

The season shall begin on the first day of approved practice and end on the day of the final contest. Weeks of from three (3) to six (6) days will be considered full weeks. Weeks of one (1) or two (2) day will be pro-rated at 1/5 or 2/5 respectively.

Longevity shall be based upon the number of years of coaching experience in the same sport, regardless of level. The current season shall be included in the total years of longevity.

- a. Coaching Salary Table for 2004-07

Sport Level	Base	Weekly	Longevity
Varsity	4%	\$110	\$50.00
Junior Varsity	3%	\$100	\$50.00
Modified	2%	\$ 90.	\$50.00

- b. Skiing shall be calculated as a modified sport.

- c. Cheerleading shall be calculated as a varsity sport.

4. Any additions shall be evaluated at the end of the first year of the season as to the appropriateness of the rate of pay. The evaluation shall be conducted by the Superintendent and President of the Association.

5. The parties agree the Alfred-Almond Teachers Association has not withdrawn its right to grieve vacancies that are filled by the District with non-bargaining unit people.

## **ARTICLE XII - SHARED DECISION MAKING**

The District and the Association agree to participate in Shared Decision Making as follows:

In the process of shared decision-making, the Association will be responsible for bargaining unit members' selection to School Improvement Teams, District Planning Team.

## **ARTICLE XIII - PARENT/TEACHER CONFERENCE DAY COMMITTEE**

A committee of three (3) members will be appointed by the President of the Association to recommend dates of parent/teacher conference days. Said recommendation to be given to the President and Superintendent for final approval.

## **ARTICLE XIV - RETIREMENT**

- A. Upon retiring, each employee shall have the right to "cash-in" their sick leave days up to a maximum of one hundred eighty (180) days for the purpose of receiving health insurance provided for in Article X A.I. Said insurance benefit shall be provided at the following rate:
1. Each employee upon retiring shall receive one (1) month's insurance coverage for each two (2) days of "cashed-in" sick leave days, up to a maximum of seven and one-half (7 1/2) years. Members retiring after July 1, 2006 will contribute \$450 for an individual plan and \$1120 for a family plan. Payments may be made on a monthly basis, or annually.
  2. If an employee and his/her spouse are both employed by the District, only one of them shall be entitled to this benefit irrespective of his/her date of retirement.
  3. The District will pay each employee, upon retiring, fifty dollars (\$50) per day for the difference of one hundred eighty (180) days and the final total days accumulated in the year in which they retire; [example: If a teacher retires in 1999 with 210 accumulated sick days, the District will pay the teacher \$1,500 (\$50 times the difference between 210 days and 180 days)].

*\*Retiring shall mean retirement under the eligibility requirements of the NYS Teachers' Retirement System.*

4. Should the teacher be eligible and choose to retire using this option 4, (s)he would not be eligible for the benefit described in Sections 1 through 3 above. In this option, the District will provide ten (10) years of health benefits at one hundred percent (100%) cost to the District for teachers who have accumulated the maximum number of sick days that can be accumulated in that specific year if the teacher retires at the end of the school year in which (s)he becomes first eligible to retire into without penalty the New York State Teachers' Retirement System. Beginning July 1, 2006 retirees will contribute \$450 for an individual plan and \$1120 for a family plan. Payments may be made on a monthly basis, or annually.

### **B. Retirement Incentive**

1. The District will provide a retirement incentive in the amount of \$15,000 to retirees who qualify as outlined in section 2 and who have not taken the longevity pay provided in Article XI, section C.
2. Qualifications
  - a. A minimum of twenty (20) years service in the District.
  - b. To qualify for this incentive, an individual must retire at the end of the first semester or at the end of the year (s)he becomes eligible to do so without penalty under the rules and regulations of the New York State Teachers' Retirement System. Any teacher member not taking advantage of the incentive in their first year of eligibility shall forfeit any future claims to


this benefit.

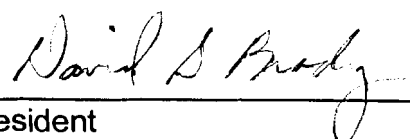
- c. Submission of a letter of intent by October 1 or March 1 prior to the date of retirement.
3. Payment of this benefit shall be made in a separate check, issued in the pay period after completion of teacher's final day of employment by the District.
4. This District retirement incentive does not preclude the District from participation in any retirement incentive programs offered by New York State. Should the District opt to participate in such an incentive, the retiring teacher shall only be eligible to choose one option.

#### **ARTICLE XV - MISCELLANEOUS**

- A. The parties agree that all negotiating items presented by the Superintendent or the Association have been discussed during the negotiations leading to this Agreement and therefore, both the Superintendent and the Association agree that negotiations will not be reopened which would affect the agreements reached as they relate to the period of this Agreement.
- B. The terms of this Contract shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Contract is found to be contrary to law by the Supreme Court of the United States or by any court of competent jurisdiction from whose judgment of decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such cases, all other provisions of this Contract shall remain in effect.
- C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- D. This Contract shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8<sup>th</sup> day of July 2004.

  
\_\_\_\_\_  
Superintendent  
Alfred-Almond Central School District

  
\_\_\_\_\_  
President  
Alfred-Almond Teachers' Association

APPENDIX A

HEALTH INSURANCE DECLINING COVERAGE FORM

As per Article X, Insurance, Section B., Declining Coverage, of the Contract extant between the Alfred-Almond Central School District and the Alfred-Almond Teachers 'Association, I am hereby declining the health insurance benefits specified in Article X, Section A.I. and am therefore requesting the District remunerate me as provided in Article X B., supra.

Signature \_\_\_\_\_

Date \_\_\_\_\_

One Copy to: District

One Copy to: Employee

## APPENDIX B

### DISTANCE LEARNING PROJECT

The Alfred-Almond Central School District and the Alfred-Almond Teachers' Association hereby agree to the following provisions concerning the Distance Learning Project (DLP) for the life of this Contract:

1. Certification  
DLP classes shall be taught by teachers certified in the area they will be teaching. Classes shall not be subject to "Commissioners Regulation" 80.2 (c) - Incidental Teaching Regulation.
2. Selection of Teachers  
Every effort will be made by the District and Alfred-Almond Teachers' Association to find volunteer teachers for DLP classes. If a volunteer teacher is not available, the President of the Alfred-Almond Teachers' Association and the Superintendent of Schools will negotiate an equitable solution.
3. Annual Assignments  
Assignments to teach DLP classes shall be made annually. Each DLP course to be offered shall be posted to permit teachers to apply.
4. Program to be Supplemental  
The DLP program shall be supplemental and shall not result in the reduction of the bargaining unit.
5. Unit Work  
DLP courses shall be considered to be bargaining unit work in the district from which they are transmitted.
6. No Compensation  
There shall be no additional compensation for teaching a DLP class.
7. Additional Preparations  
Teachers who teach DLP classes shall receive no more than 1.5 hours of non-instructional duty time per week, unless scheduling constraints cause the need for the majority of teachers to be assigned the maximum allowable duties (Article IX - Section B. l. b. of the Bargaining Agreement). In that case, the President of the Alfred-Almond Teachers' Association and the Superintendent of Schools will negotiate an equitable solution increasing the 1.5 extra duty hours for teachers of DLP classes.
8. No Adverse Impact  
The DLP program shall not adversely affect the preparation time or workload of the rest of the teachers.
9. Class Size  
The District shall make every effort to limit the class size of the DLP classes to a maximum of

twenty (20) students. The size is inclusive of the students in the sending school and receiving school(s).

10. Evaluation  
Evaluation of teachers teaching DLP classes shall be in accordance with the Contract provisions of the district where the course originates. District learning equipment shall not be used for evaluation or to monitor teacher performance. Evaluators shall observe the teachers class rather than monitoring the television.
11. Technical Assistance  
The District will provide someone to operate the transmitting equipment for the teacher transmitting the lesson when requested by the teacher.
12. Tapes  
Tapes of lessons broadcast shall be made only at the discretion of the teacher giving the lesson. Contents of such tapes, if any, shall remain the property of the teacher and shall be used only as the teacher permits.
13. Supervisor of Students  
The district(s) receiving the transmitted lesson shall assume full responsibility and liability for the supervision and discipline of students in the receiving schools.
14. Sunset Clause  
This Agreement is in full force and effect through June 30, 2004 or at such time as the Alfred Almond becomes a receiver school, whichever comes first.

Appendix C

Alfred-Almond Central School

**GRIEVANCE FORM**

- 1) Name of Employee \_\_\_\_\_
- 2) Job Description Title \_\_\_\_\_
- 3) Building \_\_\_\_\_
- 4) Article of Contract being grieved \_\_\_\_\_
- 5) Time and date grievance occurred \_\_\_\_\_
- 6) Place where the alleged events or conditions constituting the grievance \_\_\_\_\_  
\_\_\_\_\_
- 7) If known, the identity of the person or person responsible for causing such events or conditions  
\_\_\_\_\_
- 8) General statement of the grievance \_\_\_\_\_  
\_\_\_\_\_
- 9) Settlement desired \_\_\_\_\_  
\_\_\_\_\_
- 10) Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_
- 11) Disposition of Grievance \_\_\_\_\_
- 12) Date \_\_\_\_\_ Signature \_\_\_\_\_  
Board of Education Representative





APPENDIX D

FLEXIBLE BENEFITS PROGRAM ENROLLMENT FORM FOR BUY-OUT OPTION ONLY

Alfred-Almond Central School District

Plan Year

ALL INFORMATION MUST BE PROVIDED, PLEASE PRINT IN INK.

'97-Sept'97

LAST NAME FIRST INITIAL SOCIAL SECURITY NUMBER

STREET ADDRESS

CITY

STATE ZIP CODE

SEX DATE OF BIRTH HIRE DATE CURRENT MARTIAL STATUS: MARRIED DIVORCED WIDOWED SINGLE SEPARATED

MALE FEMALE

WORKPHONE HOME PHONE JOB TITLE

BUY OUT OPTION ELECTION (PICK ONE)

I elect TO participate in a Health Benefits Program offered through the Alfred-Almond Central School District.

I elect NOT TO participate in a Health Benefits Program offered through the Alfred-Almond Central School District. I understand the compensation I receive in lieu of my participation will be subject to applicable Federal, State, and Local TAXES.

I understand that:

I cannot change or revoke this election at any time during the plan year, unless I have a change in family circumstances (such as marriage, divorce, death of a spouse or child, birth or adoption of a child, termination commencement of employment of a spouse, change in my spouse's employment status from full-time to part-time or part-time to full-time, my spouse or I taking an unpaid leave of absence, and such other events as the Plan Administrator determines will permit a change or revocation of an election).

Prior to each plan year I will be offered the opportunity to change my benefit election for the following year.

EMPLOYER ACKNOWLEDGMENT

EMPLOYEE'S PAY PERIOD FORMAT

(Office Use Only)

SIGNATURE DATE



Appendix E

Step #	Salary 2004-05	Salary 2005-06	Salary 2006-07
1	\$ 32,000	\$ 33,000	\$ 34,000
2	\$ 32,640	\$ 33,538	\$ 34,460
3	\$ 33,660	\$ 34,586	\$ 35,537
4	\$ 34,680	\$ 35,634	\$ 36,614
5	\$ 35,700	\$ 36,682	\$ 37,691
6	\$ 37,230	\$ 38,254	\$ 39,306
7	\$ 37,995	\$ 39,040	\$ 40,113
8	\$ 38,760	\$ 39,826	\$ 40,921
9	\$ 39,525	\$ 40,612	\$ 41,729
10	\$ 40,053	\$ 41,154	\$ 42,286
11	\$ 41,828	\$ 42,978	\$ 44,160
12	\$ 42,588	\$ 43,759	\$ 44,963
13	\$ 43,349	\$ 44,541	\$ 45,765
14	\$ 44,109	\$ 45,322	\$ 46,568
15	\$ 44,870	\$ 46,103	\$ 47,371
16	\$ 45,630	\$ 46,885	\$ 48,174
17	\$ 46,391	\$ 47,666	\$ 48,977
18	\$ 47,151	\$ 48,448	\$ 49,780
19	\$ 47,912	\$ 49,229	\$ 50,583
20	\$ 48,672	\$ 50,010	\$ 51,386
21	\$ 50,045	\$ 50,920	\$ 51,811
22	\$ 51,056	\$ 51,949	\$ 52,858
23	\$ 52,067	\$ 52,978	\$ 53,905
24	\$ 53,078	\$ 54,006	\$ 54,951
25	\$ 54,089	\$ 55,035	\$ 55,998
26	\$ 55,100	\$ 56,064	\$ 57,045
27	\$ 56,111	\$ 57,092	\$ 58,092
28	\$ 57,122	\$ 58,121	\$ 59,138
29	\$ 58,133	\$ 59,150	\$ 60,185
30	\$ 59,144	\$ 60,179	\$ 61,232
31	\$ 60,500	\$ 61,144	\$ 62,179
32	\$ 61,500	\$ 62,500	\$ 63,144
33	\$ 62,500	\$ 63,500	\$ 64,500
34	\$ 63,500	\$ 64,500	\$ 65,500
35		\$ 65,500	\$ 66,500
36			\$ 67,500

