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Contract Database Metadata Elements

Title: **Port Jervis City School District and Port Jervis Association of Principals (PJAP) (1997)**

Employer Name: **Port Jervis City School District**

Union: **Port Jervis Association of Principals (PJAP)**

Effective Date: **07/01/97**

Expiration Date: **06/30/00**

PERB ID Number: **5990**

Unit Size: **9**

Number of Pages: **16**

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Port Jervis City School District And
Port Jervis Assn Of Principals

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AGREEMENT

BY AND BETWEEN THE

PORT JERVIS BOARD OF EDUCATION

AND THE

PORT JERVIS ASSOCIATION OF

PRINCIPALS

JULY 1, 1997 to JUNE 30, 2000

PEPS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

INDEX

ARTICLE I	RECOGNITION	3
ARTICLE II	DUTIES, RESPONSIBILITIES AND PREROGATIVES OF ADMINISTRATIVE STAFF AND BOARD OF EDUCATION	3
ARTICLE III	BENEFITS	3
	Sabbatical Leave	4
	Sick Leave Bank	5
	Accumulated Sick Days	6
	Retirement Incentive Program	6
	Health Insurance	7
	Supplemental Benefits Stipend and Allowance	7
ARTICLE IV	VACATION TIME	7
ARTICLE V	SAVINGS CLAUSE	8
ARTICLE VI	IMPLEMENTATION AND AMENDMENT	8
ARTICLE VII	EXTRA-CURRICULAR & CO-CURRICULAR POSITIONS	8
ARTICLE VIII	GRIEVANCE PROCEDURE	8
ARTICLE IX	STAFF-PARENT-STUDENT-COMMUNITY COMPLAINT	11
ARTICLE X	SUBSTITUTE TEACHER COORDINATOR	12
	OPERATION OF SUMMER SCHOOL	12
ARTICLE XI	SALARIES	12
ARTICLE XII	DURATION	14

ARTICLE I

RECOGNITION

The Board of Education recognizes that the Port Jervis Association of Principals (hereinafter referred to as the PJAP) as the sole bargaining agent for the Principals of the School District. The Bargaining Unit shall consist of all Principals and Assistant Principals. It shall exclude all central Administration personnel and shall specifically exclude the Director of Special Education.

ARTICLE II

DUTIES, RESPONSIBILITIES AND PREROGATIVES OF ADMINISTRATIVE STAFF AND BOARD OF EDUCATION

1. The Board of Education may entertain recommendations from the administrative staff in the development and implementation of policies that directly affect the areas of their responsibility. These recommendations are not binding upon the Board of Education.

2. Final decisions on budget allocations will remain with the Board of Education. Principals will be consulted in establishing guidelines and submission dates for budget preparation.

3. Each Principal is responsible for all school connected activities related to his/her particular school.

4. Each Principal, or Assistant Principal at the direction of the Principal, shall be required to undertake a minimum of three (3) classroom observations per year for all non-tenured teachers and a minimum of one (1) observation for all tenured teachers. Such observation or observations shall be reduced to writing in the form of a critique of the particular teacher's classroom skills and will thereafter serve as a basis for a personal interview with a faculty member regarding the observation. Thereafter, an annual written evaluation shall be prepared by the Principal and/or Assistant Principal regarding such teacher's performance during the course of the school year, which evaluation shall be shared and reviewed with the particular faculty member and shall be placed in the faculty member's personnel file.

ARTICLE III

BENEFITS

All members of the PJAP shall receive the same fringe benefits including but not limited to health insurance coverage, dental coverage, retirement benefits, sick bank and sabbatical leave benefits as are currently or subsequently granted to the other professional employees of the School District, except as outlined below;

A. SABBATICAL LEAVE - A sabbatical leave arrangement for members of PJAP is hereby established as follows:

- 1(a) One (1) Sabbatical Leave for a full year on one-half salary may be granted to professional members of the PJAP who have completed seven (7) years of continuous, full-time administrative service in the Port Jervis Public Schools, subject to the recommendation of the Superintendent of Schools and approval of the Board of Education. After a sabbatical leave has been granted, a period of seven (7) years must elapse before a subsequent request shall be considered.
 - (b) Sabbatical Leave will not be granted for competitive or other employment or for an extended vacation period.
 - (c) Only one person may be on Sabbatical Leave at any one time. Application for leave must be filed in the Superintendent's Office no later than the 1st day of February, preceding the school year in which the leave is desired.
 - (d) No member of the PJAP will be recommended to the Board of Education for a Sabbatical Leave prior to February 1 of the year prior to the fiscal year in which the leave would take place.
 - (e) Members of the PJAP who have filed his, her or their application for Sabbatical Leave shall receive a reply no later than March 31 of the same year.
- 2(a) A written plan for the use of the leave must be submitted to the Superintendent with the application and such plan must encompass an outline of study or activities to be undertaken.
 - (b) Plans must include a minimum of ten (10) semester hours of approved university or college courses for each half-year of leave, or a structured research project allied with a college or university. Travel will be allowed if it is a segment of the approved university or college course.
 - (c) Leaves shall be granted based upon potential value to the School District, professional plans and seniority.
 - (d) During the period of the Sabbatical Leave the individual must periodically (at least once each semester) report the progress of his work, in writing, to the School Board. Upon return from Sabbatical Leave, the staff member will submit a final written report not later than one month after re-entering active service. The report shall include the names of the institutions attended, courses taken, credits received, experiences gained, and other pertinent information together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.

- (e) The recipient of the Sabbatical Leave shall be required to certify his/her intention of returning to the School District for at least one (1), two (2), or three (3) years with the related percent of sabbatical stipend as follows:

80% -	one year
90% -	two years
100% -	three years

If an Administrator does not return to the District for the number of years as promised, the Administrator is then obligated to return a prorata share of the salary received during the time of the Sabbatical Leave per the above.

- 3(a) Compensation while on Sabbatical Leave shall be paid in accordance with the regular payroll policy.
- 9(b) Upon the return to administrative duties, the staff member shall be granted the annual increment under the salary schedule in effect at the time of his/her return. Neither deductions or additions to the accumulative sick leave of the staff member shall be made during the period of Sabbatical Leave. Other benefits, e.g. health insurance, retirement, etc., shall continue in effect.

B. SICK LEAVE BANK - A Sick Leave Bank shall be established for catastrophic illness as follows:

1. At the establishment of the Bank, each PJAP Member shall contribute, and the Board shall deduct, fifteen (15) days accumulated sick leave of each PJAP member who is in the employ of the District or is subsequently employed, and said days shall be deposited into the Sick Leave Bank.

2. The Bank shall be administered by a Joint Committee in which there shall be one vote for the central administration and one vote for the PJAP. All decisions require the agreement of both parties and said decision shall be binding.

3. Withdrawals from a Sick Leave Bank shall be limited to building administrators who suffer a catastrophic illness and who have first exhausted their accumulated sick leave time. (For example, if a principal has accumulated forty (40) sick leave days, he cannot withdraw days from the Bank until after his fortieth (40th) day of absence). Whether or not an applicant's illness is to be deemed "catastrophic" shall be one of the matters to be determined by the Committee. The Committee may require a doctor's certification of illness at the Administrator's expense and may otherwise inquire into the nature and/or gravity of the illness.

4. The Committee shall determine the need for a replenishment of the Bank which shall be accomplished by a deduction for Administrator sick leave on an equal basis. Replenishment shall be made on September 1 of each school year.

C. ACCUMULATED SICK DAYS

1. An adjustment of the salary of the final year of service of a Principal who is retiring under the provisions of the New York State Teachers' Retirement System will be made to compensate the Principal for a proportion of the unused sick leave which he or she has accumulated for a maximum of 225 days.

2. The benefit will amount to 1/1000 of the salary of the staff member for his/her final year of service for each day of unused sick leave which he/she has accumulated at the end of the year in which he/she retires.

3. In order to qualify for this adjustment of final salary, the professional staff member must have served in the District for at least ten (10) years and must have indicated, in writing, to the District prior to January 31 of the year prior to anticipated retirement, his/her or their intent to retire from the Port Jervis School District. In other words, a Principal planning to retire on June 30, 1999 must indicate this fact in writing to the Superintendent prior to January 31, 1999.

4. The special benefit payment will be included in the final two salary payments of the school year at time of retirement, at which time the exact number of unused sick leave days can be accurately computed.

D. RETIREMENT INCENTIVE PROGRAM - There shall be an early retirement incentive program for professional staff members retiring under the provisions of the New York State Teachers' Retirement System between the ages of 55 and 63.

In order to be eligible to receive the early retirement allowance, a professional staff member must satisfy and have fulfilled the following criteria:

1. The members of the bargaining unit shall have served a minimum of ten (10) consecutive years in the Port Jervis School District immediately prior to retirement.

2. The members of the bargaining unit must notify the Superintendent in writing of the decision to retire before January 31 of the year prior to the anticipated retirement.

One lump sum payment will be paid to the retiree on January 2, of the calendar year following the date of retirement. The payment shall be subject to the normal legal deductions.

This schedule of allowances will be as follows:

<u>Age Upon Retirement</u>	<u>Lump Sum Payment</u>
55	\$9,000.00
56	\$8,000.00
57	\$7,000.00
58	\$6,000.00

59	\$5,000.00
60	\$4,000.00
61	\$3,000.00
62	\$2,000.00
63	\$1,000.00

This benefit will be in effect as long as it is consistent with New York State Law, New York State Educational Regulations, and the provisions of the New York State Teachers' Retirement System.

It is the intent of this article that the employer, employee and the New York State Teachers' Retirement System will not contribute additional monies toward the determination of the final retirement benefit. This retirement incentive is completely separate from the New York State Teachers' Retirement Plan.

E. HEALTH INSURANCE - The members of the Association agree to and shall pay and contribute, to the District, five (5%) percent, of the aggregate premium cost of their health insurance coverage. The deductions relating to such payment or contribution shall be deducted from such members' salary in monthly or other convenient installments.

F. SUPPLEMENTAL BENEFITS STIPEND AND ALLOWANCE - Each member of the Bargaining Unit shall receive a stipend and/or allowance of \$2,000.00 per year, which stipend or allowance shall be due and payable on July 1 of each year of this Agreement, such stipend and/or allowance to be used by the member, in the individual member's sole and absolute discretion, to pay for any one or more of the following: School Administrator's Association of New York State (SAANYS) membership dues, such member's share of health care and hospitalization premiums, dental insurance premiums or other forms of insurance or other benefits. The Board of Education and the Association shall endeavor to work together to attempt to implement a program or plan so as to minimize or eliminate the tax impact of such stipend or allowance upon each member.

ARTICLE IV

VACATION TIME

Principal's and Assistant Principals are considered twelve (12) month administrative employees. As such, they are entitled to twenty-four (24) vacation days between July 1 and June 30 of the calendar year. All vacation days are subject to the prior approval of the Superintendent, which approval shall not unreasonably be withheld nor revoked once granted. Unused vacation days up to a maximum of thirty-five (35) days can be carried forward to the next fiscal year. However, in no event shall an Association Member be entitled to take more than thirty-five (35) days in any fiscal year. Vacation days not used or carried forward shall be paid to the Association Member at his or her daily rate of pay at the time of his, her or their departure from the District or retirement which ever shall be applicable. Vacation days will be deemed to accrue at the rate of two (2) days per month.

ARTICLE V

SAVINGS CLAUSE

This Agreement and all provisions herein are subject to all applicable laws, regulations and the decisions of the Commissioner of Education for the State of New York. In the event any provision of the Agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

ARTICLE VI

IMPLEMENTATION AND AMENDMENT

1. The parties agree that all negotiable items presented by either party have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement except by mutual consent of both parties. However, new items may be reintroduced at the time negotiations commence on a subsequent agreement.

2. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THE 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 (CIVIL SERVICE LAW 204A).

ARTICLE VII

EXTRA-CURRICULAR AND CO-CURRICULAR POSITIONS

The positions of the Summer School Principal and Federal Funds Coordinator are deleted from the compensation negotiations of the PJAP.

ARTICLE VIII

GRIEVANCE PROCEDURE

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship among the teaching, non-teaching employees, Administrators and Members of the Port Jervis Board of Education, which will enhance the program of the City School District of the City of Port Jervis, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of said employees pursuant to established rules, regulations and policies of the District.

Definitions

1. **Aggrieved Party** - shall mean any person or group of persons in the Port Jervis Association of Principals negotiating unit filing a grievance.
2. **Immediate Supervisor** - shall mean the Superintendent, or his designee.
3. **Representative** - shall mean the individual or individuals designated by the aggrieved party to act on his/her behalf during the grievance procedure.
4. **Grievance Subject to Binding Arbitration** - A grievance subject to binding arbitration shall apply only to matters relating to the interpretation, inequitable application, misapplication or alleged violation of the express written terms of the Collective Bargaining Agreement.
5. **Grievance Subject to Advisory Arbitration** - shall mean a grievance that applies only to those claims concerning alleged violations of matters outside of the express written terms of the Agreement, to wit: misinterpretation or inequitable application of any past practice, existing laws, rules, procedures, regulations and administrative orders or work rules as may be promulgated by the Board of Education.
6. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed waived.
7. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall not permit the lodging of any appeal at the next stage of the procedure.

Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An Administrator shall have the right to present a grievance in accordance with these procedures, free from coercion, interference, discrimination or reprisal.
3. An Administrator shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
4. All hearings shall be confidential.
5. It shall be the responsibility of the Chief Administrator of the District to take such steps as may be necessary to give force and effect to these procedures. The Chief Administrator and immediate Supervisor shall have the responsibility to consider promptly such grievances presented

to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

7. Each party to a grievance shall have access, at reasonable times, to written statements and records pertaining to such case.

Procedures

Stage 1: **Informal Stage** - The aggrieved party shall orally present his/her grievance to the Superintendent, who shall orally, and informally, discuss the grievance with the aggrieved party. The Superintendent shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the formal stage.

Stage 2: **Formal Stage** -

- (a) Within five (5) school days after determination has been made at the preceding Informal Stage, the aggrieved party may make a written request to the Chief Administrator for review and determination.
- (b) The Chief Administrator shall immediately notify the aggrieved party to submit written statements to him within five (5) school days setting forth the specified nature of the grievance, the facts relating thereto, the section or sections of the contract alleged to be violated and the determination previously rendered.
- (c) If such is requested in the written statement by either party, the Chief Administrator shall notify all parties concerned in the case of time and place when an Informal Hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements.
- (d) The Chief Administrator shall render his/her determination within five (5) school days after the hearing is conducted and written statements have been presented to him/her.
- (e) If the grievance is not satisfactorily resolved or answered at this stage, the aggrieved party may proceed to the Board Stage.

Stage 3: **Board Stage** - The aggrieved party may within five (5) school days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. Written statements and records of the case shall be submitted to the President of the Board of Education by the Chief Administrator. The Board of Education shall hold a hearing within fifteen (15) school days to obtain further information regarding the case. The Board of Education shall render its decision within ten (10) days after the hearing.

Stage 4: **Binding or Advisory Arbitration Stage**

- (a) If the grievance is unresolved or not answered, the aggrieved party may submit the grievance to either binding arbitration or advisory arbitration, whichever shall be applicable, which arbitration shall be initiated by written notice to the Board of Education and the American Arbitration Association in accordance with the rules of the American Arbitration Association, within five (5) school days after the decision has been rendered at the Board Stage or Stage 3.
- (b) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from either the date of the close of the hearing, or if oral hearing has been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- (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 of this Agreement.
- (d) The decision of the arbitrator (whether it will be considered binding or advisory) and its enforceability will depend on the nature of the grievance submitted.
- (e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the aggrieved party.

ARTICLE IX

STAFF-PARENT-STUDENT-COMMUNITY COMPLAINT

Procedure

1. Formal complaints by staff members, by parents of a student, by a student, or by community organizations, which are directed toward a Principal or Assistant Principal, shall be called to such Principal's or Assistant Principal's attention as soon as practicable and such person shall thereafter be afforded the opportunity to respond to same.

2. No complaint, letter or report directed against a Principal or Assistant Principal shall be officially made public by the District, nor shall such documents be placed in the Principal's or Assistant Principal's personnel file without his/her knowledge. Any baseless complaint shall not be placed in the Principal's or Assistant Principal's file.

3. The Principal or Assistant Principal is entitled to know the nature of the complaint and the complainant in any situation where such complaint could result in a reprimand or where disciplinary action could be taken by the Superintendent.

4. If a Principal or Assistant Principal could be disciplined or reprimanded by the Superintendent, as a result of such complaint, he/she may have a representative of the PJAP present to represent him/her.

ARTICLE X

SUBSTITUTE TEACHER COORDINATOR

Each Principal or Assistant Principal, at the direction of the Building Principal, shall coordinate the process of calling substitute teachers. The parties recognize that the responsibility for the actual making of telephone calls to substitute teachers has been designated to the Substitute Teacher Calling Coordinator employed by the District. Notwithstanding the foregoing, however, it is understood and agreed, that each Building Principal shall institute a system or systems whereby it shall be the responsibility of the faculty member to initiate contact with the Building Principal or Assistant Principal for the purpose of advising him or her of the intended absence due to illness or other cause.

OPERATION OF SUMMER SCHOOL

All building Administrators (Principals and Assistants) shall have supervisory responsibility (but not day to day operational responsibilities) over any and all summer school programs operated within his/her building. The District will continue to post and hire summer school Principals to attend to the day-to-day operation of summer school programs.

ARTICLE XI

SALARIES

Professional salaries for Principals and Assistant Principals shall be calculated during the term of this Agreement, (which Agreement term shall be for a period of three (3) years commencing July 1, 1997 and ending June 30, 2000) in the manner hereinafter set forth.

1. The salaries to be paid to the members of the Association during the term of this Agreement shall be calculated as follows in accordance with Schedule "A" annexed hereto and made

part hereof. Such salaries will consist of the following:

- A. Administrators shall be paid, during the fiscal year 1997/98 (July 1, 1997 through June 30, 1998) the salary as more specifically set forth in Schedule "A" annexed hereto and made part hereof;
- B. Administrators shall be paid, during fiscal year 1998/99 (July 1, 1998 through June 30, 1999) their 1997/98 salary, plus four and one-half (4 ½%) percent thereof;
- C. Administrators shall be paid, during fiscal year 1999/00 (July 1, 1999 through June 30, 2000) their 1998/99 salary, plus five (5%) percent thereof;
- D. As soon as practical following the signing of this Agreement, it is the intent of the District to make one-time retroactive payment for any retroactive monies owed to PJAP Members in accordance with the terms of this Agreement.
- E. To encourage, stimulate, and motivate administrative academic excellence and to broaden educational knowledge and awareness, all administrators employed by the District will receive \$50.00 per graduate or in-service credit for credits earned after July 1, 1990. Prior approval of credits must be approved by the Superintendent and taken after the date of employment by the District. \$1,000.00 will be awarded to Administrators achieving the advance degree of Doctor of Education or Administration.

2. The Board of Education reserves the right to establish the base salaries for all new appointees to existing or newly created administrative positions during the term of this contract Agreement.

3. The Superintendent of Schools will continue to establish Educational and Professional Academic Goals and Objectives with all Principals, on an annual basis, and shall direct the Principals regarding establishment of education and professional academic goals and objectives for all Assistants.

4. Evaluation and performance review of Principals by the Superintendent shall take place annually. This evaluation shall be in writing with a progress report towards long-range goals and performance to achieve academic objectives established at previous meetings.

5. Evaluation and performance review of Assistants by the supervising Principal/Principals shall take place annually. This evaluation shall be in writing with a progress report towards long-range goals and performance to achieve academic objectives established at previous meetings with their supervisors.

6. Non-satisfactory performance shall be duly noted in both types of evaluations with

constructive criticism and appropriate suggestions for improvement.

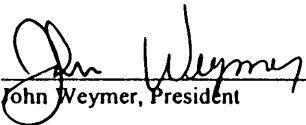
ARTICLE XII

DURATION

The term of this Agreement shall be from July 1, 1997 through June 30, 2000.


IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS AND
SEALS THIS _____ DAY OF JUNE, 1998.

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE
CITY OF PORT JERVIS, NEW YORK

By: 
John Weymer, President

6/30/98
Date

PORT JERVIS ASSOCIATION OF PRINCIPALS (AND ASSISTANTS)

By: 
Richard D. Orsino
President

6/30/98
Date

SUPERINTENDENT OF SCHOOLS

By: 
Patrick J. Hamill

6/30/98
Date

SCHEDULE "A"

PJAP Salary Schedule

<u>Administrator</u>	<u>1997/98</u>	<u>1998/99</u>	<u>1999/00</u>
<i>Donna Muro</i>	60,706.00	63,438.00	66,610.00
<i>Sharon Dickstein</i>	67,925.00	70,982.00	74,531.00
<i>Richard Andree</i>	63,745.00	66,613.00	69,944.00
<i>Mary Theresa Wieboldt</i>	55,033.00	57,509.00	60,385.00
<i>Maureen Dart</i>	55,033.00	57,509.00	60,385.00
<i>Colleen Fitzgerald</i>	62,700.00	65,522.00	68,798.00
<i>Anthony DiMarco</i>	62,700.00	65,522.00	68,798.00
<i>Richard Roberts</i>	67,925.00	70,982.00	74,531.00
<i>John Latini</i>	75,059.00	78,437.00	82,359.00
<i>William Montgomery</i>	75,004.00	78,379.00	82,298.00