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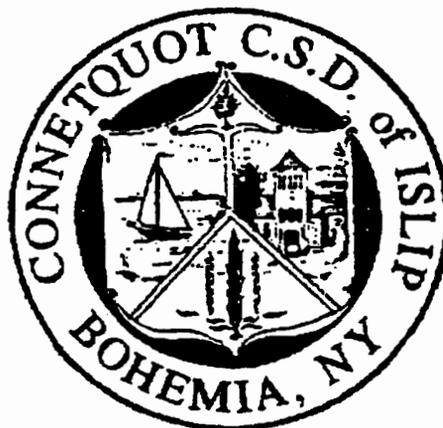
Agreement Between

**THE BOARD
OF EDUCATION
OF THE
CONNETQUOT CENTRAL
SCHOOL DISTRICT
OF ISLIP**

and

**THE CONNETQUOT
TEACHERS ASSOCIATION**

July 1, 2001 -- June 30, 2004



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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT entered into this 1st day of July 2001, by and between the BOARD OF EDUCATION, CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP, (hereafter referred to as the "Board") and the CONNETQUOT TEACHERS ASSOCIATION, (hereafter referred to as the "Association").

WITNESSETH

WHEREAS, the Board of Education of the Connetquot Central School District and the Connetquot Teachers Association desire to work together to provide the most suitable educational experiences for the students of the Connetquot Public School System; and

WHEREAS, both groups recognize their responsibilities in an increasingly complex society to provide optimum educational opportunities, the Board of Education of the Connetquot Central School District recognizes that it is desirable and, therefore in the best interest of the District that there be continued involvement of the teachers and the Connetquot Teachers Association in the recommendation of policy in matters which affect teachers; and

WHEREAS, the Connetquot Central School District encourages all professional employees, or groups of employees, to use existing channels seeking to initiate policy changes, the Board of Education and the Connetquot Teachers Association believe that this is one of the District's strengths and, therefore, consider it vital to continue this philosophy; and

WHEREAS, the Laws of the State of New York and the voters of the District have specifically granted to the Board legal authority over the schools in the District, the decision-making responsibility must rest with the Board which assumes legal responsibility for the District consistent with Laws of the State and the Rules and Regulations of the Department of Education.

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE I
RECOGNITION**

Section 1

The Association and the Board affirm that they will abide by Civil Service Law, Article XIV, and the Laws of the State of New York in general.

Section 2

Pursuant to Article XIV of the Civil Service Law, the Board recognizes the Association as the exclusive negotiating representative of all certified professional personnel directly and regularly employed by the Board of Education with the exception of substitute teachers, department chairpersons, building principals and their assistants, supervisors, subject area coordinators, directors, and Central Office administrators.

Section 3

The association shall have the right to unchallenged representation status during the term of this contract.

Section 4

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore agrees that it shall not cause, condone, support, assist, or instigate strikes, work stoppages, or concerted refusal to perform work by the members of the unit represented by it during the term of this Agreement.

**ARTICLE IV
ACADEMIC FREEDOM**

Section 1

Teachers may provide the opportunity for the study of controversial subjects within the curriculum in an impartial manner according to the maturity, needs and age level of the students.

- This is not intended to delimit or restrict in any manner the authority of the Board over curriculum including controversial subjects and its implementation.

Section 2

The Association will make recommendations to the Board of Education for dealing with controversial issues.

**ARTICLE V
TEACHER-ADMINISTRATION LIAISON**

Section 1 – Building Meetings

An Association representative from each school building shall meet periodically with the building principal at a time mutually agreed upon for the purpose of discussing building problems.

Section 2 – President - Superintendent Meetings

The Association President and the Superintendent shall meet periodically to review and discuss current school problems and practices.

Section 3 – Labor Management Committee

A joint Labor-Management Committee comprised equally of Association and District representatives shall be established on January 1, 1991 to periodically discuss and review District policy initiatives, District-Union contract administration issues and where necessary, the parties will reopen negotiations on matters requiring contract adjustment regarding the nine (9) period day only.

**ARTICLE VI
TEACHER EMPLOYMENT**

The Board of Education agrees to act promptly on the appointment of newly employed teachers.

**ARTICLE VII
TEACHER ASSIGNMENTS**

Section 1 – Assignment Notices

- A. No later than June 15th, teachers will be notified in writing of their tentative assignments for the coming year, including the school to which they will be assigned, the grade and/or subjects they will teach.
- B. In the event of a change, the teacher will be notified in writing and shall have the right to discuss the change with the appropriate administrator within one week of the receipt of notice.
- C. If a junior or senior high school teacher's tentative assignment is changed, he/she will be notified of the final assignment as soon as possible, preferably no later than August 15th. Teachers who are members of a teaching team shall be consulted whenever feasible concerning all changes in the membership of their team.
- D. A list of new teaching positions created by the Board within the District and all openings in positions or activities set forth on Schedule C and any new extra pay positions that may be created by the Board shall be posted in each building as soon as possible listing the qualifications necessary and the application procedure to be followed.

- B. Notices of such vacancies shall contain the title of position, job description, the qualifications for the position, the date the position is open, the final date for submitting application, the salary range, and instructions for filing applications.
- C. An Association representative shall contact the office of the Superintendent to ascertain if promotional vacancies for the next school year have occurred during the summertime.

Section 3 – Notice of Appointment

Prior to any general announcement of a Board of Education appointment to a promotional position, each teacher who applied for that position who was not selected will be sent notification of the appointment made by the Board.

Section 4 – Extra Pay Positions

The District may fill an extra pay position from without the Unit provided the position is posted for ten (10) school days (or a lesser period in case of a resignation during the season or other emergency) and further provided no member of the Unit who applies meets the qualifications set forth in the posting.

**ARTICLE X
PROTECTION OF TEACHERS**

Section 1

If a teacher is assaulted in connection with his/her employment, he/she shall give the building principal written notice of that fact as soon as possible. The Board shall comply with a request from such teacher for non-confidential information in their possession relating to the incident or the persons involved.

Section 2

A teacher assaulted in the course of his/her employment in the proper discharge of his/her duties shall receive his/her full salary even though disabled from performing his/her duties as a teacher as a result of the assault for the period of such absence. The Board shall pay the difference between any amounts received from employer insurance carriers and the full sum of his/her salary and no part of such absence will be charged to his/her annual sick leave. The Board's obligation in this matter shall continue for a maximum period of one calendar year from the date of the assault. The Board may require the teacher to be examined by a physician selected by the Board.

Section 3

During the term of this Agreement no presently employed member of the bargaining unit shall be released by reason of the Board subcontracting.

Section 4

Disciplinary action taken against a teacher shall be based upon just cause. The foregoing shall not be applicable to:

- A. The discharge of a first-year probationary employee when the discharge is based upon performance-related deficiencies.
- B. Administrative criticism of a teacher so long as the same contains suggestions for improvement of performance.
- C. Tenured teachers who have been charged pursuant to Section 3020-A of the Education Law.

Section 5

Teachers who have been excessed under Education Law Section 2510 shall be entitled to appointment as regular substitutes to vacancies occasioned by teachers on long-term leave of absence such as maternity and illness, etc. The teacher must possess certification for the vacant position created by the leave. Said appointment shall be without loss of salary or benefits.

- B. Upon request and in the presence of an administrator of his/her designated representative, a teacher shall have access to his/her own personnel file, excluding confidential material such as pre-hire recommendations or evaluations, in the Central Administration Office during regular office hours. He/she shall be permitted to copy non-confidential documents in his/her file at the Central Administration Building. The teacher shall be entitled to be accompanied by a representative of the Association when examining his/her file.
- C. If any material is to be placed in a teacher's personnel file (other than the confidential material referred to in paragraph B of this Section), it must be shown to and a copy furnished to the teacher prior to it being placed in the file. The teacher will sign a statement to acknowledge receipt and may enter a response into the file.

ARTICLE XII TEACHER LOAD

Section 1

The daily student load of teachers in Grade 7-12 shall not exceed 125 pupils per day. However, in subject areas where scheduling flexibility is necessary for the proper implementation of the particular educational program involved, the daily load may exceed or be less than 125. These areas would include programs where physical facilities, curriculum content and organizational patterns such as team teaching and large group instruction warrant larger or smaller groups.

Section 2

It is recognized that the number of preparations assigned to a teacher clearly affects the quality of the instructional program. Student load, grouping patterns, the number of consecutive classes and the involvement of the teacher in the school program, will be taken into consideration in assigning preparations.

Section 3

The number of daily periods of classroom instruction in Grades 7-12 shall not exceed five (5). Where organizational changes warrant an increase, the administration may assign six (6) teaching periods with justification. If an individual teacher determines that his/her "teacher load" is not achieving the greatest possible educational good, he/she may request the Administration to examine and make recommendations to the Superintendent.

Section 4

Effort shall be made to assign all teachers a forty (40) minute duty-free lunch period. To this end, each building principal shall meet with the building representative of his/her school and shall attempt to work out the scheduling problems involved. To the degree that additional personnel are required to make the section workable, the Board will allocate forty-five thousand dollars (\$45,000) on a districtwide basis; and the plan shall be achieved at no more than this amount of money districtwide.

Section 5

Teachers shall not be required to schedule conferences during lunch periods, nor shall they be required to cover other teacher's classes for the purpose of scheduled parent conferences.

Section 6

The District will make all reasonable efforts before October 1st of the current year, through assignments and adjustments, to attain class sizes within a student enrollment range limitation of 24-30 in Grade K-6.

Section 7

A joint Board/Association Committee shall be established to study and make recommendations on teacher load, assignments, and class sizes of special subject teachers. The memberships of the Committee shall be designated by the Superintendent of Schools and the President of the Association.

herein provided, shall be determined by the building principal after consultation with the building teachers. This paragraph shall apply only to Grades 1-9.

- D. During the fall semester all staff shall attend one (1) parent-teacher conference night to be scheduled by the administration.
- E. There shall be a parent-student counseling night scheduled by the administration during the spring semester at which all Guidance Counselors shall be in attendance. Said Guidance Counselors shall be given compensatory time off from their regular work day assignment for such attendance.

Section 3 – End of Year Days (Elementary)

The last three (3) days of the teacher calendar shall be one-half days for students in the elementary schools for the purpose of permitting elementary teachers to perform the necessary "end-of-year" work. The parties recognize the import and intent of regulation 175.5 of the Commissioner of Education; and so long as that regulation is in effect, the above clause shall not be effective. However, the District, in cooperation with the Association, shall make application within a reasonable period of time after the execution of this Agreement to obtain the Commissioner's approval for a variance of his regulation so that this clause may be applicable to as great an extent as possible.

Section 4 – Individual Education Plan Committee

A joint committee shall be established by the District and the Association consisting of three (3) members appointed by each of the parties for the purpose of studying and making recommendations to the Superintendent of Schools on the subject of the Individual Education Plan and its effect on the instructional responsibility and preparation time of Special Education Teachers.

Section 5 – Individual Education Plan Days

Special Education Teachers shall be relieved of student responsibility for at least two (2) days each school year for the preparation and writing of Individual Education Plans.

Section 6 – Professional Development

Effective July 1, 2001, all teachers shall be required to attend 6 hours of staff development activities as determined by the Superintendent of Schools in consultation with the District Staff Development Committee, without additional compensation. Effective July 1, 2002, this obligation shall be increased to 10 hours. Effective July 1, 2003, and thereafter, this obligation shall be increased to 16 hours annually. Except as indicated below and excluding a maximum of 15 minutes to allow for travel between buildings, these activities shall be scheduled in two-hour increments contiguous to the end of the teacher workday on days when schools are otherwise in session.

On those occasions when the Superintendent determines to conduct staff development on other than a building-wide basis, the following principles shall apply:

Said session shall be of two hours duration and shall commence no later than 15 minutes after the end of the teacher workday at the last school to close from which teachers are participating in the session. Notwithstanding the above, for secondary school teachers, said sessions shall commence no later than thirty (30) minutes after the end of the secondary teacher workday during two such sessions in Year 1 of this agreement, two such sessions in Year 2 of this agreement and four such sessions in Year 3 of this agreement and thereafter.

A calendar of staff development sessions shall be created by the Superintendent of Schools and given to the staff no later than June 1st for the fall semester and no later than January 1st for the following spring semester. Staff development sessions missed by reason of use of sick leave entitlement on a school day shall be made up as determined by the principal in consultation with the teacher.

- (b) Disability from teaching continues for at least fifteen (15) calendar days, which continuous disability is certified in writing by the teacher's physician.

The teacher's entitlement to draw upon the said fund shall continue throughout the entire period of disability excluding one-third (1/3) of the number of workdays of the fifteen (15) calendar day waiting period referred to in the preceding paragraph. In the event a teacher who has drawn upon the fund returns to active duty, he/she shall not be precluded from drawing on the fund for a subsequent disability whether occasioned by the previous cause or a new cause.

(3) No employee shall accumulate sick days during the period he/she is receiving the benefits of the sick leave bank.

(4) The District shall receive the Worker's Compensation benefits for lost earnings, if any, due to a disability for which the sick leave fund was used. To the extent of the sums received by the District from Worker's Compensation benefits, the District shall restore to the sick leave fund the equivalent number of days based upon 1/200 of the teacher's annual salary.

(5) The District shall have the right to have a teacher receiving the benefits of the sick leave bank examined by a physician of its own choosing. In the event that said physician has determined that the disability has ceased and/or that the employee can return to work, the District shall have the right to terminate the teacher's participation in the sick leave bank, subject to the teacher's right to grieve the determination of the District's physician, which grievance shall be commenced at Level IV of the Grievance Procedure. All other provisions of the Grievance Procedure shall prevail.

(6) A teacher disabled by reason of an incident covered by "no-fault" insurance shall not be covered by the sick leave fund. However, in the event the "no-fault" insurance carrier denies the coverage to the teacher or the "no-fault" benefit is less than the teacher would have been entitled to under the sick leave fund, then the District will reimburse the teacher for the difference; and the deduction from the sick leave fund shall be prorated. The District's responsibility under this provision shall commence immediately upon the denial of said coverage or the commencement of payment of the lesser benefit. The District shall be subrogated to the rights of the teacher, if any, in the event of a denial of coverage.

(7) After a teacher has received benefits under this fund for the same or related disability for a period of two (2) years, the District may institute proceedings, in which the teacher shall fully cooperate, to determine whether the teacher is eligible for disability retirement under the New York State Teachers Retirement System and, if eligible, the teacher will retire. In the event the teacher recovers from the disability, the teacher shall be restored to his/her position in the District at the salary level attained at the time of retirement. Effective July 1, 1982, after a teacher has received benefits under this fund for the same or related disability for a period of two (2) years, he/she shall no longer receive any salary and/or fringe benefits. Thereafter, the teacher may elect to seek disability retirement under the New York State Teachers Retirement System and, if eligible, the teacher will retire. Alternatively, if the teacher is not granted disability retirement, he/she shall be placed on unpaid sick leave of absence (during which he/she shall receive no salary or fringe benefits), for a period not to exceed four (4) years. In the event the teacher recovers from the disability, the teacher shall be restored to his/her position in the District at the salary level attained at the time of disability. Any teacher who is receiving sick leave bank benefits on June 30, 1982, shall receive the same pursuant to the 1979-82 labor contract, and not the foregoing.

(8) Excluded from coverage under this sick leave fund are absences caused by intentional self-inflicted injury of any kind, absences caused by voluntary drug addiction, and absences resulting from a normal pregnancy not resulting in a disability. The District represents to the Association that the foregoing provision relating to a normal pregnancy is not in violation of the Human Rights Law of the State of New York or the Constitutions of the United States or the State of New York, and will defend and save the Association harmless.

**ARTICLE XVI
EXTENDED LEAVES OF ABSENCE**

Section 1 – Peace Corps, VISTA, and Teacher Corps

- A. A teacher who joins and participates on a full-time basis in the Peace Corps, VISTA, or Teacher Corps, shall be granted a leave of absence without pay for a maximum of two (2) years.
- C. In the event the teacher claims teaching credit for salary purposes for the period of time of the aforesaid leave, the teacher must submit documentation to substantiate his/her claim. Such documentation will be evaluated by the Administration and the teacher will be placed on the appropriate step based on such evaluation by the Administration. It is understood that the evaluation is not subject to the arbitration provision of the grievance procedure.

Section 2

- A. **Child Care Leave** – An employee shall be granted a child-care leave for a period of up to twenty-four (24) months after the birth of the child for child-rearing purposes. Such leave shall commence not earlier than the date of birth of the employee's child. In the event an employee is disabled due to pregnancy and has exhausted her sick leave accumulation, the employee may commence the child-care leave prior to the birth of the employee's child. At the expiration of this period of time, the employee may apply for an extension of this leave beyond such twenty-four (24) months and such leave may be extended upon the recommendation of the Superintendent of Schools and the approval of the Board of Education.

A teacher may return to school duties prior to the leave time requested provided the employee is fully capable of performing the full role of the teacher. The returning teacher will be placed on the same step as when the employee was granted leave. The teacher is required to give written notification to the Superintendent of Schools of the intention to return at least thirty (30) days prior to the date of return. However, a teacher may not terminate his/her leave of absence and return to work at a time other than the beginning of fall or spring semester.

The parties encourage those teachers who intend to apply for a child-care leave of absence to schedule the commencement of said leave, where reasonably practicable, so as to commence their leave prior to or at the end of a semester.

Child-care leave shall be without pay.

- B. **Adoptive Leave** – A child-care leave of absence shall be granted to an adoptive parent in accordance with Section 2A, above, except that said leave is to commence no sooner than one month after written notice of the date of adoption is given to the District.

Section 3 – Effect on Probationary Period

The duration of time of a leave of absence as provided in this article shall not be included in the probationary period of the teacher. The period of service accumulated prior to the said leave of absence shall be retained and the probationary service shall continue at the conclusion of the said leave of absence.

Section 4 – Unpaid Leave of Absence

Unpaid leave of absence for one (1) year for reasons other than those already specified in this Article XVI may be granted upon application. The Association may prepare and submit to the Board a set of guidelines as a basis for such leave. The Board, however, shall not be bound by such guidelines.

(7) The term "Complainant" shall mean the Connetquot Teachers Association, or any professional employee who submits a grievance.

(8) The term "Respondent" shall mean any person against whom a grievance is submitted.

(9) A "Party in Interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a grievance.

(10) The term "Observer" shall mean a representative of the Connetquot Teachers Association. The observer is a non-participant in the hearing.

(11) "Grievance Time Periods" shall exclude weekends, school holidays, and summer vacations (close of school to the opening of school). Every effort shall be made to speed a grievance situation pending prior to summer vacation periods. Alleged grievances occurring during the summer vacation period shall be processed after the school year commences. Any adjustment affecting salary shall be retroactive to the date of the grievance.

(12) "Counsel" shall mean an attorney-at-law or any designated representative.

(13) "Reviewing Authority" shall mean the principal or other supervisory personnel to whom a complaint is submitted.

(14) "Educator" shall mean any person professionally trained in the field of education.

(15) A grievance must be in the form of an affidavit sworn to by the Complainant before a Notary Public of the State of New York and shall contain the following information:

(a) Name and position of the aggrieved party, date of filing.

(b) Identity of the contract provision, if any, involved in the grievance.

(c) Time and place where the alleged events or conditions constituting the grievance existed.

(d) Identity of the party responsibly for causing the said events or conditions if known to the aggrieved party.

(e) A general statement of the nature of the grievance.

(f) A statement of the redress sought by the aggrieved party.

Grievance Procedure

1. Step One

a. Complainant shall, within sixty (60) days of the alleged grievance, prepare five (5) copies of the affidavit of his/her grievance; one copy of which shall be given to his/her principal, two copies to the Respondent, and two copies to be retained by the Complainant. The Respondent shall also submit to the principal (Superintendent if the principal is the Respondent) an answer in an affidavit.

b. The reviewing authority shall, within five (5) days, advise the Complainant and Respondent in writing of his/her findings and conclusions.

c. If the Complainant determines the findings and conclusions are not satisfactory, he/she may then avail himself/herself of the second stage, providing, However, he/she takes action not later than five (5) days after he/she has received written notice of the decision.

2. Step Two

a. Complainant shall notify his/her principal, in writing, of his/her intention to appeal.

b. Complainant or Respondent shall notify the Superintendent of the grievance by forwarding to him a copy of the grievance previously submitted under Step One hereof and all pertinent findings and conclusions thereto.

c. The Superintendent must notify the parties involved of his findings and conclusions, in writing, within five (5) days.

D. Registered Nurses' Salaries

- (1) Attached hereto and made a part hereof are the Salary Schedule for 2001-02 marked as Exhibit N-1; the Salary Schedule for 2002-03, marked as Exhibit N2; and the Salary Schedule for 2003-04, marked as Exhibit N-3.
- (2) Effective July 1, 2001, the 2000-01 schedule shall be improved by 2% as represented by Exhibit N-1 attached.
- (3) Effective July 1, 2002, the 2001-02 schedule shall be improved by 3.5% as represented by Exhibit N-2 attached.
- (4) Effective July 1, 2003, the 2002-03 schedule shall be improved by 3.5% as represented by Exhibit N-3 attached.
- (5) Nurses shall be granted two (2) vertical steps for every fifteen (15) new credits provided they meet the following criteria. The courses taken for such credit shall be in the area of medicine, nursing, drug abuse, child abuse and/or psychology. The registered nurse work day shall not exceed six (6) hours and forty (40) minutes at all schools. The registered nurse work year shall not exceed two hundred ten (210) days.
- (6) Nurses' Longevity – Nurses who have completed twenty-two (22) years of district-credited service shall receive a \$750.00 longevity increase. Nurses who have completed twenty-four (24) years of district-credited service shall receive an additional \$750.00 longevity increase. Nurses who have completed twenty-six (26) years of district-credited service shall receive an additional \$750.00 longevity increase. Nurses who have completed twenty-nine (29) years of district-credited service shall receive an additional \$750.00 longevity increase.

Section 3 – Extra Pay Program

Salaries for all extra and co-curricular activities shall be paid in accordance with the schedules attached hereto, for each of the school years of this Agreement. The schedules represent increases of 2% in Year 1; 3.5% in Year 2 and 3.5% in Year 3. The additional sum of \$50,000.00 shall be applied to Schedule C in Year 1 of this agreement in a manner to be negotiated between the parties for the further improvement of the coaches/extra pay positions' salaries. (Adjustments of certain extra and co-curricular activities to be negotiated and schedules to be correspondingly amended. Payment of coaches to be made by separate checks at the end of the coach's season.)

Section 4 – New Hires

- A. All teachers employed by the District after August 31, 1975, through September 1, 1982, shall be credited for salary purposes as follows:
 - (1) An employee will receive one (1) year of experience credit for each one (1) year of teaching service in a public or nonpublic institution or school which is accredited by the state in which the institution or school is located up to a maximum of nine (9) years, provided the employee was a certified teacher in the said state.
 - (2) A teacher who was not so certified, but who held a baccalaureate degree shall receive one (1) year of credit for each two (2) years of teaching service in said institution or school up to a maximum of nine (9) years of credit. No credit shall be granted for less than two (2) years of such experience.
 - (3) Notwithstanding the foregoing, with respect to teacher hired on and after the date of the expired Agreement, the Superintendent of Schools may deviate from the foregoing restrictions, provided that the Superintendent submit such deviation, with reasons therefore, in writing, to the ACE Committee on or before thirty (30) days of the hiring for its recommendation as to whether there should be a deviation and to what extent. The recommendation of the ACE Committee shall not be binding upon the Superintendent provided that, in acting upon the ACE Committee recommendation, the Superintendent is not arbitrary, capricious, or discriminatory.
- B. Notwithstanding the foregoing, teachers hired after September 1, 1982, shall receive such teaching experience credit as may be granted by the District. However, such

THIRD: The procedure to obtain the prior approval of the Office of the Superintendent of Schools as set forth in Paragraph **FIRST B** shall be as follows:

The teacher must submit a "Prior Approval Form" accompanied by the course outline and/or description to the Office of the Superintendent of Schools. The Office of the Superintendent of Schools shall have four (4) school days to approve, disapprove or notify the teacher that additional information is needed to make a determination. If no response is given the teacher within the said period of time, the application will be deemed disapproved. Only in the event of a disapproval by the Office of the Superintendent of Schools, the teacher may submit the application and its attachments to the ACE Committee for its review and recommendation within ten (10) school days after notification of disapproval. If the ACE Committee recommends that approval be given, it shall forward its recommendation to the Office of the Superintendent of Schools and shall inform the Office of the Superintendent of Schools the basis of its recommendation. The ACE Committee must act within fifteen (15) school days after submission to it. The Office of the Superintendent of Schools shall either accept the recommendation of the ACE Committee by approving the credit applied for or he may reject the said recommendation. However, a rejection of the recommendation shall not be arbitrary or capricious. The Office of the Superintendent of Schools shall act upon the recommendation of the ACE Committee within fifteen (15) school days after submission of same to him.

FOURTH: Horizontal salary advancement for courses completed or completion of degree requirements shall be made only upon the teacher providing the District with evidence from the institution involved of successful completion of the course or, in the case of the attaining of a degree, the completion of the requirements for the degree and the conferral of the degree. Such advancement for courses completed or degrees conferred during the fall semester shall be made on February 1 or, if the evidence of completion or conferral is not provided in time for the February 1 adjustment, on the 2nd payday in April, during the spring semester on July 1, and during the summer semester on September 1 or, if the evidence of completion or conferral is not provided in time for the September 1 adjustment, on the 2nd payday in November. However, all adjustments shall be retroactive to the date of the completion of the courses and the degree requirements.

FIFTH: No horizontal salary schedule advancement shall be granted beyond the Masters degree scale for credits earned prior to or simultaneously with the date of completion of requirements for the degree. Therefore, courses taken prior to the conferral of the Masters degree, but subsequent to the completion of the requirements for the degree shall be given credit for advancement beyond the Masters degree scale.

SIXTH: Notwithstanding anything here above set forth, the District agrees to place, prospectively from the date of September 7, 1984, all teachers who have attained or will attain a required sixty (60) credit Masters degree for certification in their specialty in the District on Masters step+30 of the Teachers' Salary Schedule.

SEVENTH: Notwithstanding any past practice or prior agreements between the parties, the Advisory Committee to Evaluate (ACE Committee) shall have no function whatsoever other than the functions described in this Agreement.

EIGHTH: Nothing herein contained shall prevent the parties granting credit for horizontal advancement in the salary schedule for other courses, workshops, or education as the Board of Education may agree to in writing. No such agreement shall be deemed to establish precedent or past practice.

NINTH: "CREDIT" means semester hour units as reported by the college or university. If the institution reports quarter-hour credits, same shall be converted as follows:

1 quarter-hour	=	3/4 semester hour
2 quarter-hours	=	1 1/2 semester hours
3 quarter-hours	=	2 1/4 semester hours
4 quarter-hours	=	3 semester hours

- B. In the event that an elementary school teacher is elected President of the Union, such teacher's assignment shall be no more than ninety (90) days per school year as a substitute teacher or resource teacher. Such assignment shall follow a biweekly three-day (Monday, Wednesday, Friday) two-day (Tuesday, Thursday) pattern during the school year with allowances for holidays. Said schedule shall be prepared by the District and given to the Union President with specific substitute assignments for each such biweekly period, two weeks in advance.
- C. The President may waive A and B of this **Section 4** and receive a full school year of absence without pay under the following conditions:
- (1) the notification of the waiver shall be made to the Board no later than June 15 of the school year prior to the school year beginning the following September;
 - (2) the absence without pay shall be for the full school year and can be renewed for no more than a total of three (3) consecutive school years for the same individual by notification to the Board;
 - (3) if for the same individual, application for the fourth (4th) consecutive year for the same individual must be made to the Board which shall consider it but shall grant it only in its sole discretion;
 - (4) further consecutive leaves of absence for a full school year without pay for the same individual shall be at the sole discretion of the Board.

Section 5 – Hires, Resignations, and Retirements

The District shall furnish the names, salary placement, and assignment of newly employed personnel covered by this Agreement as they are approved and shall be notified of resignations and retirements of personnel covered by this Agreement as they are approved.

**ARTICLE XXII
INSURANCE**

Section 1 – Dental Insurance

The Board of Education shall provide the benefits of the Dental Plan to the same extent as those administered by J.J. Newman & Company as of July 1, 1992, except as may have been agreed to between the parties in writing, with 100% of the premium for the covered employee paid by the Board. The parties agree that provided the Dental Plan benefits are maintained, the Board shall have the right to change administrators and/or insurance carriers upon prior notice to and consultation with the CTA. The additional benefits will apply to covered dependents; however, the additional premium therefore will be paid by those employees electing dependent coverage.

Section 2 – Health Insurance

- A. The Board of Education shall provide the New York State Empire Health Insurance Plan with Medical and Psychiatric Enhancements (or its successor plan) as the exclusive health insurance plan for the District. The cost of the premium for participation in this plan shall be paid by the District for individual/family coverage. The parties agree that provided the Health Insurance Plan benefits are maintained, the Board shall have the right to change administrators and/or insurance carriers upon prior notice to and consultation with the CTA.
- (1) In the event an employee's spouse is covered by an insured prescription plan, the spouse's prescription must be first submitted under the spouse's prescription plan.
- B. The District shall pay the full cost of individual health insurance premiums for all retirees who maintain enrollment in the District health insurance program upon retirement. Said payments shall be made during the term of this contract. Retirees may continue family health insurance coverage at their own cost. Such retirees may continue Empire family health insurance coverage at a cost to the District that does not exceed the minimum employer's cost pursuant to statute and the provisions of the plan.

Effective September 5, 1986, the provision set forth above shall only be applicable during the term of this contract to those coaches who have achieved permanent status as of September 5, 1986, said Article XXIII shall no longer be applicable to coaches who have not achieved permanent status as of September 5, 1986, as well as to all subsequent coaching appointments. For the purpose of the foregoing paragraph, the following shall be applied:

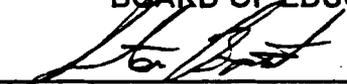
- A. The prior consecutive service of coaches presently in position shall be counted in implementing the above provisions.
- B. Continuity of service shall not be deemed to be interrupted by leaves of absence or for periods during the year when no teaching or coaching service is required.
- C. Coaching positions referred to shall mean each coaching position set forth in the extra pay program for which there is separate compensation provided. By way of illustration only, the Varsity Football Coach, Varsity Assistant Football Coach, Junior Varsity Football Coach, and Freshman Football Coach are considered for the purpose of this provision as separate coaching appointments. By way of further illustration, a teacher who is employed as a Varsity Coach for two (2) years and a Junior Varsity Coach for two (2) years will not have three (3) years of continuous service as a coach to be entitled to the protection of this provision.

ARTICLE XXIV RESIGNATION INCENTIVE

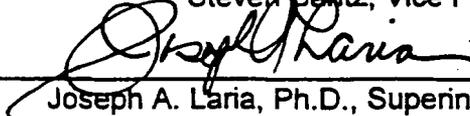
- A. A resignation incentive of \$25,000 plus an amount equal to one day's pay for every two days of unused accumulated sick leave entitlement, measured at the time of termination of service from the District, to a total maximum of \$50,000, will be paid to a teacher who meets the following eligibility requirements:
 - (1) subject to the provisions of paragraph B hereof, resigns at the end of a school year,
 - (2) subject to the provisions of paragraph B hereof, gives written notice of such resignation to the district by January 1st of the school year of resignation, and
 - (3) has actually served at least ten years in the District as of the effective date of resignation, and
 - (4) is eligible to retire and receive retirement benefits under the New York State Teachers' Retirement System (NYSTRS), or completes 25 years of service in the District, but is not otherwise eligible to retire under NYSTRS. Service in the District as referred to in this sub-paragraph shall include any service for which the teacher received salary credit. For the life of this agreement the phrase "receive retirement benefits" shall be defined as receiving such benefits without penalty pursuant to the Regulations of the New York State Teachers Retirement System. This definition shall expire effective June 30, 2004, and shall not be enforceable after said date. The parties agree that in the absence of further negotiations, after the expiration of this agreement on June 30, 2004, "receive retirement benefits" shall be defined as receipt of such benefits irrespective of penalty. Teachers who are ineligible to retire and receive the benefit of this provision during the life of this contract due to the above definition of "receive retirement benefits" then in effect shall nevertheless be deemed eligible to retire and receive benefits pursuant to this provision effective June 30, 2004, only provided they otherwise qualify pursuant to the provisions of Article XXIV."
- B. A teacher is eligible for the incentive referred to in paragraph A only in the first year when he/she has fulfilled the requirements set forth in sub-paragraphs (3) and (4) above. However, teachers who have fulfilled this requirement for the first time on or before June 30, 2001, shall be deemed again eligible for this incentive for resignations effective on June 30, 2003, only.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8th day of January, 2002.

BOARD OF EDUCATION

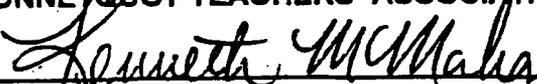


Steven Baritz, Vice President

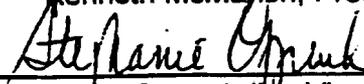


Joseph A. Laria, Ph.D., Superintendent of Schools

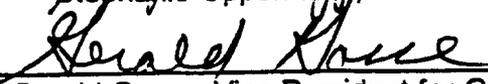
CONNETQUOT TEACHERS' ASSOCIATION



Kenneth McMahon, President



Stephanie Oppenheim, Vice President



Gerald Gosse, Vice President for Grievances

**SCHEDULE A
CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP**

2001-02 School Calendar

2001		
Thursday	September 6	First Day of School
Tuesday & Wednesday	September 18 & 19	Rosh Hashanah (school closed)
Thursday	September 27	Yom Kippur
Monday	October 8	Columbus Day (school closed)
Tuesday	November 6	Election Day (school closed-Parent/Teacher Conferences)
Monday	November 12	Veterans' Day (school closed)
Thursday & Friday	November 22 & 23	Thanksgiving Recess
Monday	December 24	Christmas Recess Begins (school closed)
2002		
Wednesday	January 2	First Day of School after Christmas Recess
Monday	January 21	Martin Luther King Day (school closed)
Monday	February 18 to February 22	Winter Recess (school closed)
Thursday	March 28 to April 5	Spring Recess (school closed)
Monday	May 27	Memorial Day (school closed)
Friday	June 28	Last Day of School

**184 Teacher Workdays
180 Student Days**

SCHEDULE C

Extra Pay Program - The following schedules shall prevail if the program is offered.

Title	Number	2001-2002	2002-2003	2003-2004
HIGH SCHOOL				
Achievement Test Instructor	2	1760	1821	1885
Aerospace Club	1	881	912	944
Alternative School Teacher	3hrs/ wk	6523	6751	6987
Building Reporter	1	2004	2074	2147
Business Dept. Lead Teacher	1	3152	3262	3376
Business Summer Co-op Education	1	4136	4281	4431
Chess Club	1	1578	1633	1690
Class Advisor, Grade 10	2	1331	1378	1426
Class Advisor, Grade 11	2	1730	1790	1853
Class Advisor, Grade 12	2	2803	2901	3003
Computer Club	1	1675	1733	1794
Coordinator/Audio	1	1915	1982	2051
DECA	1	3043	3149	3259
DECA, Assistant	1	1572	1627	1684
DECA, School Store	1	4265	4414	4568
Dist. Ed. Summer Work Coordinator	1	4136	4281	4431
District WebMaster	1	3355	3472	3594
Drama Club	1	2412	2497	2584
Dramatics, Fall Play	1	2666	2760	2856
Dramatics, Spring Play	1	2666	2760	2856
Fine Arts Club	1	2653	2746	2842
Foreign Language Honor Society	1	1675	1733	1794
Future Business Leaders	1	2040	2111	2185
Future Secretaries	1	1036	1073	1110
Future Teachers	1	2040	2111	2185
Home Economics Club	1	1753	1815	1878
Homework Club	1	1309	1354	1402
Honor Society	1	1036	1073	1110
Honor Society Assistant	1	826	855	885
International Club	1	965	999	1034
Latin American Club	1	826	855	885
Leaders Club	1	1873	1938	2006
Literary Magazine Sponsor	1	1879	1945	2013
Math League	1	881	912	944
Mock Trial Club	1	881	912	944
Newspaper	1	3402	3521	3644
Olympics of the Mind	1	1578	1633	1690
Production Technical Advisor (Per Prod.)	1	1337	1384	1432
Renaissance Club	1	1972	2041	2112
SADD	1	1578	1633	1690
Scholastic Coordinator	1	1476	1528	1581
Science Club	1	1863	1928	1995

Title	Number	2001-2002	2002-2003	2003-2004
Drama Club	1	808	836	865
Garden Club	1	808	836	865
Newspaper	1	808	836	865
Homework Club	1	808	836	865
MUSIC				
Accompanist Districtwide Elem. Chorus	1	866	896	928
Accompanist Musical Theatre Presentation	3	1071	1108	1147
After School Activity/Session	1	56.10	58.06	60.09
Activity - Per Hour (Not to exceed 73.75 hours per year for NYSSMA, Jazz Ensemble, All County & Showcase of Arts)		40.00	41.40	42.85
Choreographer (Major Musical)	1	1672	1730	1791
Conductor Districtwide Elem. Band	1	1375	1423	1473
Conductor Districtwide Elem. Chorus	1	1375	1423	1473
Conductor, High School (Major Musical)		1375	1423	1473
District Recorders, Elementary (Districtwide)	1	1375	1423	1473
Elementary Orchestra	1	1375	1423	1473
High School Jazz Ensemble	1	1375	1423	1473
High School Assoc. Marching Band Director	1	3382	3501	3623
High School Kickline	1	4873	5043	5220
High School Marching Band Assistant	3	2709	2804	2902
High School Marching Band Director	1	4060	4202	4349
High School String Ensemble Director	1	1375	1423	1473
High School Vocal Director – Major Musical	1	1375	1423	1473
Junior High School Choreographer	2	884	915	947
Junior High School Jazz Ensemble	2	1885	1951	2019
Junior High School Kickline	2	2949	3052	3159
Junior High School Major Musical Presentation	2	2248	2327	2408
Junior High School Show Choir	2	1885	1951	2019
Major Musical Presentation	1	3824	3958	4096
Major Musical Production	1	1375	1423	1473
Musical Theater Club, High School	1	2069	2141	2216
National Art Honor Society	1	1375	1423	1473
TriM Music Honor Society	1	1375	1423	1473
Sound Advisor - Per Production	1	1337	1384	1432
Vocal Jazz Ensemble, High School	1	1375	1423	1473
PER HOUR:				
Curriculum Writer		47.25	48.90	50.61
Home Teacher		39.02	40.38	41.79
IEP Assistant		30.91	31.99	33.11
In-Service Instructor		69.09	71.51	74.02
Intramurals		26.81	27.74	28.71
Intramurals - 1-1/2 hours		40.00	41.40	42.85
Proctors (Per diem rate. Will match sub-teacher pay rate.)		100.00	100.00	100.00
Program Developer for Computer Software		33.05	34.20	35.40
Recreation		18.30	18.94	19.60
Spec. Ed. Work Study Coordinator		34.46	35.66	36.91

Title	Number	2001-2002	2002-2003	2003-2004
Track - Varsity	1	4731	4897	5068
Track - JV	1	3573	3698	3828
Track - Junior High School	2	3060	3167	3278
Winter Track - Varsity	1	5481	5673	5871
Winter Track - Varsity Assistant	1	3968	4107	4250
Gymnastics - Varsity	1	4731	4897	5068
Gymnastics - Junior High School	2	2864	2964	3068
Bowling - Varsity	1	5481	5673	5871
Tennis - Varsity	1	4731	4897	5068
Tennis - JV		3573	3698	3828
Golf - Varsity	1	4731	4897	5068
Golf - JV	1	3573	3698	3828
Lacrosse - Varsity	1	4731	4897	5068
Lacrosse - Varsity Assistant	1	3573	3698	3828
Lacrosse - JV	1	3573	3698	3828
Lacrosse - Grades 9	2	3060	3167	3278
Lacrosse - Grades 7 & 8	2	3060	3167	3278
Coach for Handicapped	1	4057	4200	4346
Athletic Coordinator - High School	2	6001	6211	6428
Athletic Coordinator - Junior High	2	6001	6211	6428
GIRLS SPORTS				
Field Hockey - Varsity	1	4306	4457	4613
Field Hockey - JV	1	3121	3230	3344
Field Hockey - Grade 9	2	3060	3167	3278
Field Hockey - Grades 7 & 8	2	3060	3167	3278
Basketball - Varsity	1	5481	5673	5871
Basketball - JV	1	3968	4107	4250
Basketball - Grade 9	2	3060	3167	3278
Basketball - Grades 7 & 8	2	3060	3167	3278
Gymnastics - Varsity	1	4731	4897	5068
Gymnastics - Varsity Assistant	1	3573	3698	3828
Gymnastics - Junior High School	2	3060	3167	3278
Cheerleading (2 seasons each) - Varsity - Per Season	1	2996	3101	3209
Cheerleading (2 seasons each) - JV - Per Season	1	2504	2592	2682
Cheerleading (2 seasons each) - Grade 9 - Per Season	2	2339	2421	2505
Cheerleading (2 seasons each) - Grades 7&8 - Per Season				

SCHEDULE B-2 CONNETQUOT CENTRAL SCHOOL DISTRICT

2002-2003 TEACHERS' SALARY SCHEDULE (3.5%)

STEP	BA	BA15	BA30	BA45	MA	MA15	MA30	MA45	MA60	MA75	DR
1	37649	38822	39747	40985	44040	45186	47134	48801	50410	52013	53626
2	41044	42220	43825	45464	47596	49606	51610	53250	54859	56467	58039
3	43051	44232	45835	47475	49606	51610	53642	55257	56864	58469	60079
4	45061	46268	47842	49479	51610	53642	55660	57294	58876	60480	62086
5	47073	48274	49852	51490	53642	55660	57667	59308	60914	62485	64093
6	49110	50282	51892	53495	55660	57667	59676	61313	62920	64523	66099
7	51117	52293	53896	55537	57667	59676	61680	63322	64932	66535	68107
8	53129	54300	55908	57544	59676	61680	63697	65329	66932	68541	70149
9	55136	56335	57913	59554	61680	63721	65698	67366	68946	70551	72156
10	57143	58345	59954	61559	63721	65732	67738	69377	70981	72558	74165
11	59180	60358	61961	63599	65732	67738	69746	71383	72993	74597	76178
12	61189	62362	63971	65612	67738	69746	71749	73391	74999	76606	78216
13	63199	64372	65981	67614	69746	71749	73798	75399	77007	78614	80221
14	65203	66412	67982	69623	71749	73798	75799	77437	79018	80617	82226
15	67241	68421	70021	71627	73798	75799	77809	79448	81056	82632	84232
16	69253	70432	72036	73666	75799	77809	79815	81455	83062	84670	86244
17	71260	72434	74038	75682	77809	79815	81829	83464	85069	86678	88283
18	73269	74444	76047	77684	79815	81829	83865	85473	87078	88682	90292
19	75275	76487	78061	79696	81829	83865	85870	87510	89085	90690	92303
20	78474	79618	81108	82662	84679	86611	88517	90070	91564	93090	94610

When a teacher shall notify the Superintendent in writing of his/her planned retirement one (1) year in advance, 10% shall be added to the final salary adjustment as per Policy #9300.

Course work for salary credit in advancing to the BA+45, BA+60, MA+60 columns must have been accrued after the July 1, 1960 salary adjustment. The same provision shall not alter the intent of Section 3103 of the Education Law.

Military Service Credit - With respect to teachers employed after September 4, 1975, the following shall apply:

"Two years of credit (vertical step) will be allowed all professional employees whose teaching service wherever served has been interrupted by continuous military service for a period of eighteen (18) months or more. Military service credit provision of 1973-75 Agreement shall apply to teacher employed prior to September 4, 1975, as follows: "Two years of credit (vertical step) will be allowed all professional employees whose lives have been interrupted by continuous military service for a period of eighteen (18) months or more."

All teachers required to work an extended teaching day, month or year, shall be reimbursed on a pro rata basis.

N-2
NURSES' 2002-2003 SALARY SCHEDULE

STEP	SALARY	STEP	SALARY
1	35007	11	40465
2	35553	12	41010
3	36099	13	41556
4	36643	14	42101
5	37190	15	42648
6	37735	16	43198
7	38282	17	43740
8	38827	18	44286
9	39373	19	44831
10	39918	20	45377