Agreement

between the

East Hampton Board of Education

and the

East Hampton Education Association

For the period
July 1, 2016 – June 30, 2019

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THIS AGREEMENT is made and entered into on this _____day of October, 2015, by and between the EAST HAMPTON BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HAMPTON EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

Article 1
Preamble

A. This Agreement is negotiated in accordance with law in order to fix for its term the salaries and other conditions of employment provided herein.

B. The Board and the Association agree to maintain communications, to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

C. If, during the term of this contract, the parties mutually agree to make any changes in this contract, such agreed upon changes shall be in writing and made an addendum to this Agreement. Previously adopted policies, rules and regulations in conflict with this Agreement are superseded by this Agreement.

Article 2
Recognition

A. The Association recognizes that the Board and the Superintendent of Schools reserve and retain full rights in the proper discharge of their duties and responsibilities, to control, supervise, and manage the schools and its professional staff under governing law, ordinances, rules, and regulations, subject to the provisions of this Agreement.

B. The Board recognizes the Association as the exclusive bargaining representative for the group of certified professional employees employed by the Board of Education in positions requiring a teaching or other certificate and employees holding a durational shortage area permit, other than temporary substitutes, and, who are not included in the administrators' unit or excluded from the purview of §§10-153a-10-153g, inclusive.

Article 3
Professional Negotiations

A. The Board and the Association agree to negotiate pursuant to Connecticut law to secure a successor agreement relative to all matters concerning salaries and other conditions of employment. The agreement so negotiated shall be reduced to writing and signed by the Board and the Association.

B. The Board shall provide the Association with a complete tentative budget for the following fiscal year immediately after said budget is first presented to the Board at a public meeting.

C. Either party may, if it so desires, utilize the service of outside consultants or negotiators.

Article 4
Grievance Procedure

A. **Purpose**

1. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any given level.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit having the grievance or dispute to discuss the matter informally with any appropriate member of the administration.

B. **Definitions**

1. A grievance shall mean a complaint by a teacher or group of teachers that as to him, her or them there has been a violation of a specific provision or provisions of this Agreement to the detriment of the teacher or teachers involved or a violation of the established procedures of the district teacher evaluation plan. Such a violation may only be grieved through the Board level. The Board's decision shall be final and binding. The Board shall have no authority to change the substance of the evaluation and may only authorize a procedural remedy.

2. The term *"teacher"* as used in this grievance procedure, except as otherwise indicated, shall mean any certified employee within the bargaining unit covered by this Agreement.

3. An *"aggrieved person"* is the person or persons making the claim.

C. **Time Limit**

1. Time limits should be considered a maximum and every effort should be made to expedite the process. If necessary and if agreeable to both parties, the time limits may be increased. All extensions of time must be made in writing.

2. *"Days"* shall mean days when school is in session, except after May 1 when days shall be calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

3. If a teacher does not file a grievance in writing as provided herein within twenty (20) days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered as waived.

D. **Procedure**

1. An aggrieved person must take the following steps in processing a grievance:

   a. An aggrieved person shall file the grievance in person at the first stage of the grievance procedure and thereafter at each subsequent stage.

   b. The grievance shall be in writing and shall state the provision(s) of the contract alleged to have been violated, together with the aggrieved person's proposed remedy.

   c. The aggrieved person may be accompanied by a representative of the Association.

2. Any grievance must first be filed with the principal or other administrator as is appropriate. Principals shall answer the grievance, in writing, within seven (7) days of its receipt. If the teacher is not satisfied with the response, he may then file the grievance with the Superintendent.

3. An aggrieved person must within five (5) days appeal in person, accompanied by a written statement, to the Superintendent or his designated representatives, and such writing shall set forth specifically the act or condition on which the appeal is based. Said grievance must be answered by the Superintendent, in writing, within seven (7) days of receipt.

4. In the event that an aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, he may within five (5) days appeal to the Board in writing. The Board shall then meet with the aggrieved person and render its decision within twenty (20) days from the date of submission of the grievance to the Board. An extension of time may be granted if agreed upon by both parties.

5. In the event the aggrieved person is not satisfied with the decision of the Board, he may request in writing, within five (5) days, the Association to submit the grievance to arbitration. If the Association decides it is meritorious, the Association may, by written notice to the Board, submit the grievance, not later than fifteen (15) days from the Board's decision, to arbitration. The grievance shall state the specific provision or provisions of the contract that are alleged to have been violated together with a proposed remedy. The process of arbitration to be followed shall be in accordance with the rules and regulations of the American Arbitration Association.

6. The arbitrator designated shall hear and decide only one grievance at a time, and shall be bound by and must comply with all terms of this Agreement and shall have no

power to add to, subtract from, or in any way modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.

7. Under no circumstances shall teachers approach individual Board members on questions of policy or administration. All representation shall be through the levels herein defined.

8. The cost of arbitration shall be borne equally by the Board and the Association.

E. **Miscellaneous**

1. No reprisals of any kind shall be taken by any party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the aggrieved person, except for those documents, communications and records that were in the aggrieved person's personnel file, prior to the grievance, unless such document is the subject of a successful grievance.

3. If the grievance occurs as a result of an action of other than the teacher's immediate superior or affects a group or class of teachers the grievance may be processed immediately at the level at which it occurs.

4. Failure in any step of this grievance procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved employee to proceed to the next step. Failure in any step of this procedure to appeal a grievance within the specific time limits shall be deemed to be acceptance of the decision rendered at that step.

5. It is understood that the Association may elect to process any grievance on behalf of a named teacher or on behalf of a group of teachers similarly affected by a grievance. In cases of group grievances the grievance shall be brought in the name of at least two (2) members of the group. A group grievance shall be presented in person by the president of the Association or his designee at each level of the Grievance Procedure.

Article 5
Benefits Notice

A. The Board shall annually notify teachers of their benefits, including compensation for annual appointments to extracurricular positions as set forth in Appendix "B." This "benefits notice" is set forth in Appendix "A" and is subject to the terms of the collective bargaining agreement. Such notice shall be provided by September 20th.

Article 6
Salary Payment

A. The salaries of all teachers covered by this Agreement are set forth in the Appendices which are attached hereto and made a part of this Agreement. (Appendix "C")

B. Each teacher shall have the option of being paid either:

1. Twenty-two Payment Basis – The teachers' first pay will be on the first Friday of the teacher work year or the Friday preceding the start of the work year whichever aligns with the district's regular bi-weekly payroll schedule and every other Friday thereafter.

2. Twenty-six Payment Basis – The teachers' first pay will be on the first Friday of the teacher work year or the Friday preceding the start of the work year whichever aligns with the district's regular bi-weekly payroll schedule and every other Friday thereafter. The teachers' last pay will be equal to four (4) pays.

   Paychecks will be in equal installments. The second paycheck in June, shall be on the scheduled day or the last day of school, whichever is earlier.

Teachers shall select the method of payment on a per year basis prior to their first paycheck in September and shall not be permitted to make any additional changes during the year. New employees hired after September shall select payment prior to their first paycheck.

C. All payments shall be made by direct deposit to a teacher's bank account. Each teacher shall provide written consent for the Board to deposit salary payments directly into the financial institution of the teacher's choosing.

D. The pay schedule shall be posted prior to the commencement of the school year.

E. If cessation of employment comes prior to the end of the regular school year each teacher's pay will be prorated on the basis of number of days taught.

Article 7
Extra Pay For Extra Duty

A. Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix "B" which is attached hereto and made a part of this Agreement.

B. Teacher participation in extracurricular activities shall be strictly voluntary. Qualified applicants from within the teaching staff shall be selected unless the Board of Education can find a better qualified candidate outside the bargaining unit. Teachers participating in

the TEAM program are not required, as a condition of employment, to engage in extracurricular activities. The parties may mutually agree to waive this requirement.

C. Extra-curricular positions shall be awarded two times a year on the following schedule:

1. For spring positions, the posting shall be November 30. The deadline for applications shall be December 30. The appointments shall be made no later than February 28.

2. For fall and winter positions, the posting shall be by May 1. The deadline for applications shall be June 1. Appointments shall be made by July 15.

D. In cases of openings in positions occurring after the deadline dates for application, the position shall be reopened for applications.

E. The payment schedule for extra duty work is attached to the contract as Appendix J.

Article 8
Degree Definitions

The Salary Schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor — A baccalaureate degree earned at an accredited college or university.

Master — A master's degree earned at an accredited college or university. In order to receive the lane change, the master's degree must be earned subsequent to teacher certification unless this requirement is waived by the Superintendent.*

Sixth Year — A Sixth Year Certificate earned at an accredited college or university, the completion of thirty (30) credits beyond the master's degree in a program approved by an accredited college or university (or a doctor's degree earned at an accredited college or university), or a master's degree which requires sixty (60) credits or a second master's degree requiring thirty (30) credits. Credits other than those in a planned program must be approved by the Superintendent to qualify for a sixth year increment. This is contingent upon the ultimate completion of a sixth year planned program. In order to receive any lane change, all credits must be earned subsequent to teaching certification, unless this requirement is waived by the Superintendent.

*Teachers who have completed thirty credits beyond the baccalaureate degree in a program approved by an accredited college or university by June 30, 2013 will be permitted to remain on the Master level of the salary schedule.

Article 9
Placement on the Salary Schedule

All teachers shall be placed on the appropriate salary schedule, taking into consideration the following:

1. Degree status as defined under "Degree Definitions" Article.

2. Full credit is given for public school experience as a certified teacher recognized as such for purposes of reciprocal certification by the Connecticut State Department of Education or public school experience served under a durational shortage area permit. Such experience shall have been continuous service of at least one-half of any school year. Intermittent short term substitute service shall not be credited as previous teaching experience. Credit for military service recognized by another public school system shall be recognized by the Board for purposes of placement on salary schedule. The Superintendent may grant credit on the salary schedule for teacher experience at an accredited college or university or any other educational institution accredited by the appropriate certifying agency or accrediting agency of a local, state, federal or foreign government. The Superintendent may grant credit on the salary schedule to a certified teacher for any other type of experience deemed relevant to teaching in the East Hampton School System. Before granting such credit, the Superintendent shall consult with a committee consisting of the Building Administrator and Department Head or teacher in the appropriate subject area or teacher at the elementary level, depending on the position the job applicant is seeking.

3. Any teacher receiving a change in degree status will be placed on the appropriate salary lane beginning with the first paycheck in September for degree changes occurring between January 1 and August 31; and January 1 for degree changes occurring between September 1 and December 31. In order to be eligible for such increase the teacher shall notify the Superintendent of the intended change for the next fiscal year prior to December 15. Proof of course completion, including transcripts, must be submitted before any increase is effected. For any increase to be effective of September 1, proof of course completion must be submitted no later than October 1, unless beyond the control of the teacher. For any increase to be effective January 1, proof of course completion must be submitted no later than February 1, unless beyond the control of the teacher.

4. Any teacher with 15 hours or more beyond any degree will receive $500 more than the salary at that step and level as long as he/she continues in a planned program, but in no event, shall such teacher receive this stipend for more than four years. This provision shall not apply beyond the Sixth Year.

5. Annual increments for teaching services may be withheld by the Board of Education because of unsatisfactory teaching performance on the part of any certified professional employee. Teachers shall be notified prior to May 15 if increments are to be withheld for the next year.

Article 10
Insurance Benefits

A. The Board shall provide the following coverage, subject to the conditions herein stated, to all bargaining unit employees.

1. High Deductible Health Plan with Health Savings Account (HDHP-HSA) with deductibles of $2000/$4000 paid by the employee. – (see Appendix E for description of plan).

2. Blue Cross Flexible Dental Plan. (See Appendix F for description of plan.) Teachers may elect coverage under Rider C, but the cost of such coverage shall be borne entirely by the teacher.

B. To be eligible to receive health and medical insurance benefits set forth in Section A. above, the employee shall annually contribute the following amount for such benefits:

1. HDHP-HSA

   Effective July 1, 2016, the employee shall pay 9% of the insurance premium cost.
   Effective July 1, 2017, the employee shall pay 9% of the insurance premium cost.
   Effective July 1, 2018, the employee shall pay 10% of the insurance premium cost.

2. Blue Cross Flexible Dental

   Effective July 1, 2013, the employee shall pay 12% of the insurance premium cost.

   Payment for part time teachers shall be prorated equal to the percentage of time worked.

C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement for eligible employees which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

The Board shall also adopt and maintain an IRS Flexible Spending Account with the minimum and maximum contributions per year as established by law for health reimbursement and dependent care. The following provisions will apply:

1. Under no circumstances will the Board be required to contribute any monies to the FSA or to any account established pursuant hereto.

2. Each teacher desiring to participate in the FSA must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.

3. Each teacher wishing to participate in the FSA must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year, which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.

4. As a condition precedent to the establishment of an account under the Plan, the teacher must submit to the Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her plan account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the teacher shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.

5. The Board makes no representations or guarantees as to the initial or continued viability of this salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law were to reduce or eliminate the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Association or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

D. The Board shall also provide group life insurance coverage equal to twice the teacher's annual salary rounded off to the nearest $500.

E. Having successfully performed his/her contract obligations to the school system, a teacher who resigns is entitled to appropriate fringe benefits through August 31 provided he/she has worked through the end of that school year.

F. Only certified professional staff or those holding a durational shortage area permit who work half-time or more shall be eligible for insurance benefits. For such employees, the Board shall pay fifty (50) percent of its cost of the premiums or the percentage of the premium corresponding to the percentage of the time worked, as the case may be. The employee who desires coverage shall pay the remaining percentage of the cost of the premium through automatic payroll deduction. This provision is subject to the terms of the insurance carrier.

G. The Board shall have the right to change insurance carriers (including a change in third-party administrators) in whole or in part, in order to provide the insurance coverage set

forth above, provided that the plan(s) which result(s) from change in carriers or third-party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration.

The President of the Association shall be notified in writing within thirty (30) days of any intention to change carriers or third-party administrators and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) days from the date the new plan is presented to the Association. The proposed changes shall be presented to the Association through a Board Committee including a representative of the insurance carrier who will explain the proposed changes. If the Association does not approve of the proposed changes recommended by the Superintendent, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits or administration to which it objects. The Association must submit this written statement within thirty (30) days of the meeting noted above. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage, and administration?

H. Teachers retiring from the East Hampton system may, at their request, be retained on the current medical and dental coverages as provided to active employees as such coverages may be amended from time to time by collective bargaining and subject to the terms of the carriers or administrators of the plan. Said retirees shall assume full cost of the benefit. The employees shall be eligible for such coverage unless he/she becomes eligible for other coverage, or is entitled to Medicare Part A in accordance with and subject to §10-183t of the Connecticut General Statutes.

I. The Board will insure that any active certified professional employee, having reached the age of 65 or over, will receive the same insurance benefits as are being provided to other active employees. If specialized coverages are necessary to insure this equalization, the Board will assume additional premium cost to provide such coverage equal to the premium cost sharing in Section C.

J. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan in effect. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.

K. The Plan documents for the above noted plan(s) shall be on file in the Business Office. The plan(s) documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with the summaries.

L. The Board and the Association recognize that escalating health care costs are a problem for both employer and employees and thereby agree to create a joint Health Insurance Study Committee composed of three (3) members appointed by the Superintendent of Schools and three (3) members appointed by the President of the Association. The Committee shall be an ongoing committee whose purpose will be to continually review health insurance and cost containment issues. This provision for a Health Insurance Study Committee shall not be interpreted as diminishing in any respect whatsoever the Board's right to change carriers as provided for in Section H. of this article.

Article 11
Payroll Deductions

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests or changes in requests for deductions must be in writing on approved authorization forms submitted to the Superintendent between September 5 and October 1.

B. The list of approved deductions is as follows:

1. Insurance premium
2. Association Dues
3. Disability Insurance
4. Tax Sheltered Annuity Plans
5. United Way
6. Credit Union/Bank
7. HSA Deductibles
8. FSA Deductibles

C. **Dues Deduction and Service Fees Deduction**

1. All teachers employed by the East Hampton Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.

2. The East Hampton Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deduction. The amount of the deduction of membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in October through and including the last paycheck in

June. The amount of the deduction for service fee shall be equal to the total service fee divided by the number of paychecks including the first paycheck in January through and including the last paycheck in June. The amount of the Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year.

3. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

4. The balance of the annual dues shall be deducted from the final paycheck of any employee resigning his position, receiving a leave of absence or terminating his employment after the opening of school.

5. The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board of Education shall include with such check a list of teachers from whom such deductions were made.

6. No later than one week after the second payroll of each school year, the Board of Education shall provide the Association with a list of all employees of the Board of Education and the position held by said employees. The Board shall notify the Association monthly of any changes in said list.

7. The singular reference to the "Association" herein shall be interpreted as referring to the East Hampton Education Association, the Connecticut Education Association, and the National Education Association.

8. The Association agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any reasonable or prudent action taken by the Board and its agents for the purpose of complying with the provisions of this Article.

Article 12
Personal Injury Benefits

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for no more than one hundred twenty (120) calendar days following the injury or to the point of maximum recovery, whichever is sooner. No part of such absence shall be charged to his annual or accumulated sick leave.

Article 13
Resignation

A written notice of resignation shall be filed with the Superintendent not less than thirty (30) calendar days prior to the effective date of resignation. The Board and the Association recognize that extenuating circumstances may arise which prevent the exclusive application of the time limitation of the above statement. In these instances, the Superintendent of Schools, after consultation with the employee, and the administration of the school involved, may recommend to the Board that the resignation be accepted and the time period be waived.

Article 14
Period of Service

A. An employee's work will start when he is needed and it will be finished when his regularly assigned duties are completed to the satisfaction of the Superintendent regardless of dates. It is understood the new hirees will be required to attend an orientation session in advance of the start of the school year for the remainder of the staff. In the event the Board desires to increase the school year it may do so subject to impact negotiations at the request of either party. The number of work days in the school year shall be a full 187 days. 1/187 will be the per diem rate paid to each teacher. The Superintendent will notify the Association each year by May 1 regarding the starting and finishing dates of the calendar for the following school year. The Superintendent shall notify staff, at least one month in advance, of any change in the starting and ending time of any teacher work day. Such notification does not authorize the Superintendent to unilaterally change the length of the work day. The 187th day, each teacher shall be responsible for scheduling seven (7) hours per year during non-school time. These hours will be documented and utilized in a manner and at a time which is mutually agreeable to the teacher and the teacher's immediate supervisor. The activities shall align with the district's Professional Development Committee plan for each year.

B. The school calendar for the next school year shall be posted prior to the end of the current school year. No change shall be made in the calendar without giving the Association prior notice and an opportunity to consult with the Board with respect to such change, when possible.

C. Teachers shall be compensated at the rate of $36.42 per hour for curriculum revision, summer school, student evaluation committee, extended detention and tutoring. Commencing with the 2017-18 year, the rate shall increase to $37.24 and with the 2018-19 year, the rate shall increase to $38.08.

Article 15
Instructional Load

A. The administration shall be responsible for the distribution of work among members of the staff on the most equitable basis consistent with the needs of the school system. This responsibility includes the development of work loads with the mutual cooperation of department heads.

B. Reasonable efforts shall be made to maintain the class size at no more than twenty-five pupils. Only in special circumstances may there be more than thirty pupils in a classroom. This provision does not apply to such group classes as physical education, band, chorus or choir or any other similar types of group activities.

C. Classes in special areas such as Technology Education, Art, science laboratory classes, and home economic classes shall be limited to the maximum number of students commensurate with generally accepted health and safety standards.

Article 16
Hours of Employment

A. Elementary and middle school teachers shall be on duty a minimum of twenty (20) minutes before and thirty (30) minutes after the regular session of school except when special duties such as bus and hall duties, faculty meetings, or other administrative assignments require modification. High school teachers shall be on duty twenty (20) minutes before and twenty (20) minutes after the regular session of school.

B. The administration will structure a calendar of all professional and/or educational meetings to be issued monthly to all certified personnel. Copies shall be sent to the Association President. No other meetings shall be scheduled within this period unless warranted by reasonable need.

Article 17
Preparation Periods

A. Preparation period is defined as time spent within the school during the school day for preparation of class materials.

B. Reasonable efforts shall be made to maintain existing levels of preparation time at 220 minutes per week.

C. Reasonable efforts shall be made by the parties to maintain daily blocks of preparation time at no less than thirty (30) minutes.

Article 18
Duty-Free Lunch

A. All teachers shall be guaranteed a duty-free lunch period of between twenty-five and thirty minutes.

B. Teachers are free to leave the school during their lunch period upon notification of the building principal or his/her designee.

Article 19
Substitute Work

A. Full time teachers shall be paid $29.80 per instructional class covered for administration assigned substituting during their preparation period for classes covered in the following situations. Commencing with the 2017-18 year, the rate shall increase to $30.47 and with the 2018-19 the rate shall increase to $31.15.

1. Staff member is absent a full day
2. Staff member leaves mid-day due to illness or other emergency
3. Staff member attends a conference or required meeting, fulfills a regularly scheduled coaching assignment, or needs coverage for other administration approved reason.

B. For elementary teachers who have additional students assigned to their class due to absence of teachers as defined in Section A, compensation shall be a proportional part of $105 prorated on the basis of the number of teachers who are assigned students for the duration of the Agreement.

C. Teachers shall not be compensated for mutually agreed upon favors or for partial period coverage less than twenty minutes in duration.

D. Payments for this work shall be processed during the pay period that the assignment occurred.

Article 20
Teacher Facilities

The Board and the Association agree that each school shall have the following facilities.

A. Space in each classroom in which teachers may safely store instruction materials and supplies.

B. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

C. A furnished room, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

D. Well-lighted and clean teacher rest rooms.

E. Parking space.

F. Copier machines, computers, printers, word processors, and faxes in each school building shall be available for the use of teachers in preparing instructional materials. Such devices shall be kept in good repair. In addition each school shall have district owned cell phones for teachers to use as needed and appropriate.

G. Individual mailboxes for each teacher.

H. All teachers shall be issued all necessary keys at the beginning of the instructional year and shall not be required to turn in same except at the end of the school year or upon leaving the employ of the Board. Employees whose job descriptions require their working during the summer (non-instructional) months may retain their keys subject to the approval of their building principal.

Article 21
Academic Freedom

A. The private and personal life of a teacher is not within the appropriate concern or attention of the Board except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his working hours and do not interfere with the teacher's responsibilities to and relationships with students and/or the school system) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Article 22
Sick Leave

A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) days in each year. Unused sick leave shall be accumulated from year to year, so long as the teacher remains continuously in the service of the Board, such accumulation not to exceed one hundred sixty-five (165) days.

B. 1. In any school year, in addition to the maximum number of days that may be accumulated (165), each teacher shall be permitted an additional fifteen (15) days sick leave at the beginning of each school year (which may not be accumulated).

2. Teachers who have accumulated the maximum 165 sick days shall first utilize the additional fifteen (15) days of sick leave provided annually. Days not taken for sick leave in a specific year shall be placed and accumulated in a special "bank."

   (i.e. a teacher utilizes three (3) of the fifteen (15) days for sick leave, the remaining twelve (12) are placed in the special bank).

3. Teachers who utilize more than fifteen (15) sick days in a year which results in a reduction in the accumulation below 165 must first restore their accumulation leave to 165 prior to the banking of additional days for the purposes of this article. Days previously banked cannot be utilized for this purpose.

4. Teachers who have accumulated days in the special bank will be paid for these days at the rate of $30 for each day accumulated. To qualify for payment, the teacher must submit an irrevocable letter of resignation by March 1st of the year of resignation. Teachers who fail to notify the Board by March 1st, shall have the rate reduced to $25. Payment for these days will be made at the time of resignation, retirement, or death of the teacher. In the event of the death of a teacher, the monies for the payment of such days will be paid to the estate of the teacher. Teachers hired after July 1, 1997 shall be limited to a maximum accumulation of 200 days in the bank. Teachers hired after July 1, 2006 shall be limited to a maximum accumulation of 100 days in the bank.

C. All days accumulated in the special bank will be recorded by the office of the Superintendent at the end of the school year in June of any year. The total accumulation of days in the special bank will be posted for verification by the teacher on the Notification of Salary and Benefits form given to each teacher in September of each year.

D. Teachers shall be entitled to utilize up to seven (7) days of accumulated sick leave to care for a seriously ill member of the immediate family. The immediate family shall be defined to include parents, spouse, child, siblings, or any person living in the employee's household.

Article 23
Personal Leave

A. Each regular full time instructional employee may receive full pay for a maximum of five (5) days leave in any school year. Included in the reasons for such absences are those caused by death and for attendance at the resulting funeral, religious holidays, compulsory legal matters necessary, private personal business that cannot be otherwise transacted outside of the regular work day or work year, or other compelling matters as determined by the Superintendent.

B Under unusual circumstances, the Superintendent of Schools may, in a particular instance, grant additional personal days and extend the maximum allowance of five (5) days per year after all days have been used or are about to be used.

C. Within the five (5) day limit prescribed above, a regular full time instructional employee may be allowed one special day of personal leave without loss of pay. He/she must notify the Superintendent of Schools at least 24 hours in advance, if possible, stating that the day is for "necessary, private, personal business that cannot be transacted outside of the regular work day." The Superintendent shall grant the request for leave subject to limitation of approval of not more than two requests for such absence falling on one school day and providing that the day does not directly precede or follow a school vacation or holiday.

D. Absences for any reason not covered by above provisions and permitted by the Superintendent of Schools shall result in a deduction of 1/187 of the annual salary.

Article 24
Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

Article 25
Exchange Teachers Leave

In any year, teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education, which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period.

Article 26
Parental Leave

A. The Board and the Association recognize that teachers are entitled to sick leave for pregnancy related disability in accordance with law.

B. During the postnatal period of disability, a teacher will indicate, in writing, to the Superintendent of Schools, whether or not she intends to return to teaching at the end of said disability. If her intent is to return at the termination of her disability, her position will be available for her. If she does not intend to return at this time, but indicates that she would like to return at some future date, she will be assigned to her position or an

equivalent position. Such leave shall end either one half or one full school year later. Upon the Superintendent's recommendation extended leave of up to one additional year may be granted by the Board at its sole discretion to a tenured teacher.

C. The provision shall not apply to individuals initially employed with a durational shortage area permit.

D. It is recognized that the parental leave benefits delineated in Section B. are available for male members of the bargaining unit. Said teacher must provide notification to the Superintendent in a timely manner.

Article 27
Conference Leave

A. The Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay, without such leave being considered personal leave.

B. The Board agrees to reimburse all teachers attending a convention or conference or observing activities in another school system for all expenses approved by the Superintendent. Such approval may require the submission of adequate documentation.

Article 28
Sabbatical Leave

In its desire to reward and to encourage independent research and achievement, the East Hampton Board of Education hereby initiates the policy of sabbatical leave for teachers upon recommendation of the Superintendent for approved scholarly programs contributing to the East Hampton Public Schools.

A. No more than one (1) member of the teaching staff shall be absent on sabbatical leave at one time.

B. Requests for sabbatical for a school year must be given to the Superintendent in writing no later than November 30 of the preceding year.

C. The teacher has completed at least seven (7) consecutive full school years of service in the East Hampton Schools.

D. Teachers on sabbatical leave will be paid one half of their annual salary rate, providing that such pay, when added to any program grant, shall not exceed the teacher's full annual salary rate. All contract benefits shall remain in full force and effect during the period of the leave.

E. The teacher shall agree to return to East Hampton for one (1) full year's work. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

F. Any sick leave accumulated to the credit of the teacher when sabbatical leave becomes active shall be credited as accumulated leave on the date sabbatical leave terminates. No accumulation shall be credited for the period of leave.

G. Prior to commencement of sabbatical leave, the teacher will sign an agreement to return to the district for one (1) year of future service immediately following sabbatical leave, or in the alternative, will repay the Board of Education the full amount of sabbatical payments received, plus interest at six (6%) percent immediately upon failure to comply with the future service agreement. In cases of exceptional hardship, the Board may release the teacher from the obligations to pay all or part of the sabbatical leave payments upon his/her failure to comply with the future service requirements.

Article 29
Military Leave

A. Military leave shall be granted in accordance with state statute. The Board shall pay to the State Teacher Retirement Board the amount due to maintain the standing of any teacher on military leave as a member of the State Teachers' Retirement Association. However, the teacher's retirement assessment will not be paid by the Board of Education if the salary and allowances received while in service equal or exceed the salary which the employee on leave would have received as a teacher.

B. Reserve training, as defined in Connecticut State Statutes, which must be undertaken during the school year, shall not result in a loss of pay. The Board of Education will make up the difference between all military remuneration (except food, lodging and transportation allowances) and the teacher's regular salary. Accumulated sick leave or other rights and benefits will be provided to staff members upon return to the active teaching staff.

Article 30
General Leave

A. The Superintendent may allow a teacher leave, without loss of salary, to begin programs of study which result from foundation of scholarship grants and which necessitate personal presence in advance of the close of the school year.

B. Other extended leaves, with or without salary, may be granted by the Board.

C. Any teacher on authorized unpaid leave of ninety (90) school days or more pursuant to any provision in this Contract or any teacher on layoff of ninety (90) school days or more

pursuant to Article 39 of this Contract shall not accrue seniority or benefits during such leave or layoff. Upon return from such leave or layoff, such teacher shall be entitled to the reinstatement of seniority and benefits accrued at the time of leave.

Article 31
Teaching Assignments

A. Teachers initially employed by the Board shall receive their building grade and/or subject assignments from the Superintendent's office.

B. Teachers shall be notified, in writing, of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned and the grades and/or subjects that they will teach, prior to the close of the school year. In the event of a change in circumstances or conditions from the close of school, through August (e.g., resignation, death, promotion, and leave of absence) such assignments may be changed only as required with reasonable effort being made to contact and consult the teacher involved prior to the actual change. In any event, prompt notice, in writing, of such changes will be forwarded to the teacher.

C. In the determination of assignments, the convenience and wishes of the teacher, as stated in writing by such teacher to the Superintendent, shall be honored to the extent that those considerations do not conflict with the instructional requirements and best interests of the school system and the pupils as determined by the Board of Education. Reasonable efforts will be made to have teachers who are in the first or second year of teaching remain in their assignment for a minimum of two years, including giving preference to such teachers to remain in their assignment over those who have more seniority in order to maintain the continuity of the assignment.

D. Teachers may be assigned to teach a sixth class subject to the following:

1. Volunteers (if any) must be taken first.
2. If there are no volunteers, a teacher can be required to teach the additional class.
3. No teacher can be required to teach a sixth class for two (2) consecutive years.
4. A first or second year teacher will not be required nor can they volunteer to teach a sixth class.
5. There will be a cap of .6 per department in reference to the total number of teachers within the department who can teach a sixth class (i.e., 3 teachers per department.).
6. No department can utilize the .6 cap for two consecutive years.
7. This agreement will not result in layoffs of existing staff.

Grade Six shall be considered as secondary if it is held at a school operated on a schedule and program like Grade Seven and beyond.

Teachers assigned to teach a sixth class shall be compensated an additional eight percent (8%) of their current salary for such assignment. If such assignment requires an additional

preparation, compensation shall be equal to ten percent (10%) of their current salary. Payment for such assignment shall be divided equally over twenty two pay periods.

A class shall mean a class as presently constituted in terms of length of time. Should the Board of Education make a change in the number of classes or periods in the school day, the above noted stipend shall be pro-rated accordingly. Laboratory periods do not constitute a class. Notwithstanding the foregoing, for each science laboratory class taught in excess of twenty-five (25) teaching periods per week, such teacher will be compensated at 1.6% of their salary for each period to a maximum of 8%.

E. Teachers who desire a change in grade and/or subject assignment without a change in building shall make a request in writing and speak with the principal on or before April 1st.

Article 32
Transfer

A. The Superintendent shall be responsible for transfers as the interests of the school may require. Transfers do not constitute demotion or disciplinary action. Transfers are made with the welfare of the children as the deciding factor. Teachers may request transfer and reasonable efforts will be made to accommodate legitimate requests.

B. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent on or before April first. Such statement shall include the grade or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preference) to which he desires to be transferred.

C. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer.

D. Notice of transfer shall be given to the teacher as soon as practicable.

Article 33
Vacancies

A. Vacancies of positions which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

1. a. Notice of all vacancies shall be posted on the district website and publicized via e-mail sent to all teachers at their district e-mail address.

   b. Vacancies shall be posted within the school district for at least five business days prior to a general posting.

2. Said notice of vacancy of position shall clearly set forth the qualifications for the position.

3. Teachers who desire to apply for such vacancies of positions shall file their applications, in writing, with the Superintendent within the time limit specified in the notice.

4. Such vacant position shall be filled on the basis of qualification for the vacant position, provided however, that where two (2) or more applicants are substantially equal in qualification, as determined by the Superintendent, the applicant with the greatest amount of seniority in the system shall be given the preference. Seniority shall be determined by the actual time taught in the East Hampton Public School System. (e.g., 1/5 time, 2/5 time or some other fraction up to full time.) This provision shall not apply to individuals employed with a durational shortage area permit.

Article 34
General Provisions

A. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in a professional organization or participation or non-participation in its activities by either party to this Agreement.

B. The Board shall, at its expense, provide each teacher with a complete text of this Agreement or any Successor Agreement.

C. "Days" when used in this Agreement shall mean days when school is in session, unless otherwise specified.

D. Teachers who are required to use their personal automobiles on school business or who must travel between schools to meet their assignments shall be reimbursed at the prevailing IRS rate.

E. A copy of complete and updated Board policies shall be placed on the district website, and be available to all staff. Teachers are responsible for reading the Board policies.

F. At the discretion of the Board, the notifications and other documents required by this Agreement (including Section B above) to be provided to employees may be sent via a paperless, electronic format.

Article 35
Student - Cooperating Teacher

Each teacher shall have the right to accept or reject a student teacher or student observer.

Article 36
Association Use of School Facilities

A. The Association will have the right to use school buildings without cost at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meeting.

B. Association will be provided with copies of minutes of all official Board meetings. A copy of the agenda of said Board meeting will be given to the Association President at least twenty-four hours prior to any official Board meeting.

Article 37
Responsibilities and Duties

Classroom teachers shall be responsible for any reasonable duties assigned by the administration (e.g., bus duties, lunch duties, special supervision, homerooms, etc.). Such duties shall be determined each year after consultation between administration and a representative designated by the Association for the respective schools, except in urgent circumstances.

Article 38
Personnel Files

A. No material excluding ordinary business records originating after original employment shall be placed in a teacher's personnel file or record unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

B. Any substantive, serious complaint made to the administration against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous complaint or other complaint of third parties not investigated by the administration be placed in any teacher's file.

C. Derogatory information which has not been incorporated in the formal written evaluation of a teacher will be removed after three (3) years upon agreement between the teacher and the Superintendent.

D. The yearly written evaluation of extracurricular performance shall be filed separately.

Article 39
Layoff and Recall

A. No tenured teacher, as defined by Connecticut General Statutes shall be laid off when a position exists which is either vacant or occupied by a non-tenured teacher for which the tenured teacher is certified and qualified.

B. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for two (2) years provided such teacher does not refuse a reappointment and provided such teacher applies, in writing, by certified mail, for retention of his name on said list on or before June first of each year subsequent to his termination.

C. Any teacher on the reappointment list shall receive by certified mail a written offer of reappointment at least thirty (30) days prior to the date of reappointment. The teacher shall accept or reject the appointment in writing within one calendar week of the receipt of the offer.

D. No new employees shall be hired to fill a position for which an employee on the reappointment list is certified and qualified for a particular position to be filled. The employee with the greatest length of service shall be given preference.

E. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits whether or not he remains on the reappointment list, other than those benefits guaranteed by law. An employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

F. In making staff reduction decisions, within the separate categories of non-tenured and tenured teachers, the Board will consider all relevant criteria but will place major emphasis on the following:

1. Qualification to teach a particular subject as determined by certification;*

2. Total years of teaching experience in the East Hampton School System;

3. Quality of teaching performance as determined by history of evaluation in the East Hampton School System;

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* Certification shall be defined as a valid Connecticut certification or other form of State Board of Education authorization to teach and one year's teaching in the teaching area within the preceding ten school years. This provision that provides that a teacher must have taught one year in the certification area within the preceding ten school years may be waived at the discretion of the Superintendent.

4. Total years of teaching experience;

5. Date of hire.

G. It is understood that the termination of a teacher's contract due to layoff is subject to administrative and/or judicial review in the manner set forth in the Connecticut General Statutes and in no other manner. In the case of judicial review, under those statutory provisions, the parties agree that the provision of this Article can and should be submitted to the court.

H. This article shall not apply to individuals employed with a durational shortage area permit only. Such individuals have no contractual rights in reference to layoff and/or recall.

Article 40
After School Activities

A. **Meetings**

It is understood that attendance at meetings and workshops held after the student day, including evening meetings are a necessary part of the teachers' professional obligations. The Board of Education for its part recognizes that before making any substantial change in the current practices with respect to the frequency of meetings, it will confer with the Association.

B. **School Functions**

Although attendance at school functions such as dances, sporting events and plays is voluntary, the parties to this agreement encourage participation by teachers at such functions.

C. **Open House**

Teachers are expected to attend all open houses. The building principal may excuse a teacher from an open house for good cause. Teachers who teach in more than one building shall attend all open houses and shall be compensated at the rate of $19.86 for 2016-17, $20.31 for 2017-18 and $20.77 for 2018-19 per open house for those open houses attended in excess of the established number of open houses for those who teach in one building.

The parties agree that the term "open house" refers to the annual evening scheduled in each building soon after the start of the school year for the purpose of introducing parents to teacher(s), curriculum, school, etc.

Article 41
Professional Development Presentations

1. For any teacher designated by the Administration to serve as a professional development presenter, the following conditions shall apply to time spent in preparing for the presentation:

   a) The Board will pay the teacher $40.00 per hour for time spent in preparing for the presentation outside the contractual teacher work day. The maximum compensation payable for such compensation shall be based on a ratio of one and one-half (1 ½) hours of preparation for each hour of presentation time.

   b) If the presentation itself occurs outside the contractual teacher work day, then a teacher serving as a presenter will receive $40.00 per hour for each hour of presentation time. Such compensation shall be in addition to compensation for the teacher's preparation time (with such preparation time to be compensated in accordance with Section (a) above).

Article 42
Tuition for Children of Staff Living Out of District

A. Full time teachers who do not live in the district and whose children attend East Hampton schools shall be charged on a reduced tuition basis computed as follows:

   1. There shall be no tuition reduction for children of teachers with 3 or less years of teacher employment in the East Hampton School System.

   2. For teachers with more than 3 years' experience in the East Hampton School System there will be a 50% reduction in tuition for children attending the East Hampton schools.

   3. For teachers with more than 7 years' experience in the East Hampton School System there will be a 75% reduction in tuition for children attending the East Hampton schools.

   4. For teachers with over 11 years teaching experience in the East Hampton School System there will be a 90% reduction in tuition for children attending the East Hampton schools.

This article shall only apply to teachers employed in the bargaining unit as of June 30, 1992. Staff whose children are currently attending East Hampton schools pursuant to this provision may continue to do so.

Article 43
Just Cause

No teacher shall be disciplined without reasonable and just cause. This provision shall not apply to non-renewals, terminations, evaluations, transfers or assignment or the appointment or non-reappointment to an extracurricular position (Appendix B).

Article 44
Long-Term Substitutes

A. **Substitutes employed for an entire school year**

Such individual shall receive salary, benefits and all other conditions of employment contained within the collective bargaining agreement between the East Hampton Board of Education and the East Hampton Education Association.

B. **Substitutes employed for less than a full school year**

Effective the forty-first (41st) working day of continuous employment in the same assignment, a substitute shall be paid on the appropriate step of the salary schedule in accordance with the provisions of Article 9 (Placement on the Salary Schedule) of the Agreement between the East Hampton Board of Education and the East Hampton Education Association. The individuals shall be eligible for the insurance benefits contained within Article 10. All other provisions of the Agreement shall apply to these individuals.

C. **Substitutes employed subsequent to April first**

Individuals employed subsequent to April 1st in any school year shall be paid in accordance with the current practice of the Board.

D. Any employee hired to replace a member of the bargaining unit who is taking a leave of absence is not eligible to be placed on the recall list and shall have no seniority with respect to reduction in force.

Article 45
Severability

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

Article 46
Duration

The provisions of this Agreement shall be effective as of July 1, 2016, and shall continue and remain in full force and effect to and including June 30, 2019.

EAST HAMPTON BOARD OF EDUCATION

Date: 10/16/15 By: _____

EAST HAMPTON EDUCATION ASSOCIATION

Date: 10/16/15 By: _____

Appendix C

2016-17 Salary Schedule

Step	Yrs of Exp	BA	MA	6th Year
1	0	50,187	59,129	62,527
2	1	52,326	61,653	65,195
3	2	54,561	64,284	67,988
4	3	56,895	67,037	70,905
5	4	59,329	69,908	73,948
6	5	61,876	72,909	77,129
7	6	64,534	76,048	80,451
8	7	67,312	79,324	83,927
9	8	70,213	82,743	87,553
10	9	74,226	87,478	92,565

2017-18 Salary Schedule

Step	Yrs of Exp	BA	MA	6th Year
1	0	51,316	60,460	63,934
2	1	53,504	63,040	66,662
3	2	55,788	65,730	69,518
4	3	58,175	68,545	72,501
5	4	60,664	71,481	75,611
6	5	63,268	74,549	78,865
7	6	65,986	77,759	82,261
8	7	68,826	81,109	85,815
9	8	71,793	84,605	89,523
10	9	75,896	89,446	94,647

2018-19 Salary Schedule

Step	Yrs of Exp	BA	MA	6th Year
1	0	52,471	61,820	65,372
2	1	54,707	64,458	68,162
3	2	57,044	67,209	71,082
4	3	59,484	70,087	74,132
5	4	62,029	73,089	77,313
6	5	64,692	76,226	80,639
7	6	67,471	79,509	84,112
8	7	70,375	82,933	87,746
9	8	73,408	86,508	91,538
10	9	77,604	91,458	96,777