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**AGREEMENT BETWEEN
SUPERINTENDENT**

OF THE

Chazy Central Rural School

AND THE

Chazy Teachers' Association

Local 2560, NYSUT, AFT, AFL-CIO

JULY 1, 2004 – JUNE 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION STATEMENT	1
II	DEFINITIONS	1
III	GENERAL	2
IV	NEGOTIATIONS PROCEDURES	2
V	PRIOR BENEFITS	3
VI	APPOINTMENT, DISMISSAL AND PROFESSIONAL STANDARDS	3
VII	EVALUATION	4
VIII	PERSONNEL FILE POLICIES	5
IX	NOTIFICATION OF OPPORTUNITIES	6
X	CLASS SIZE	6
XI	SICKNESS AND DISABILITY LEAVE	6
XII	PERSONAL LEAVE	7
XIII	PROFESSIONAL LEAVE	9
XIV	SABBATICAL LEAVE	11
XV	PREGNANCY AND CHILDREARING LEAVE	13
XVI	ADOPTIVE LEAVE	14
XVII	SCHOOL CALENDAR AND TEACHER WORK YEAR	14
XVIII	TEACHER WORK DAY	15
XIX	TEACHER ASSIGNMENT	15
XX	ASSOCIATION AND BARGAINING UNIT BUSINESS	16
XXI	GRIEVANCE PROCEDURE	18
XXII	EXTRA CURRICULAR COMPENSATION	20
XXIII	HEALTH INSURANCE	21
XXIV	METHOD OF RECEIVING SALARY	23
XXV	SALARY SCHEDULE	24
XXVI	RETIREMENT BENEFIT COMPENSATION	25
XXVII	AGENCY FEE	28
XXVIII	CURRICULUM PROJECTS	28
XXIX	DURATION OF AGREEMENT	29
APPENDIX A	SALARY SCHEDULE 2004-05	30
APPENDIX B	SALARY SCHEDULE 2005-06	31
APPENDIX C	SALARY SCHEDULE 2006-07	32
APPENDIX D	SALARY SCHEDULE 2007-08	33
APPENDIX E	SALARY SCHEDULE - TEACHING ASSISTANTS	34

**ARTICLE I
RECOGNITION STATEMENT**

The Chazy Board of Education, having determined that the Chazy Teachers' Association is supported by a majority of the teachers and teaching assistants in a unit composed of all professional, certified personnel except the Superintendent, Principals, and Administrative Assistant, hereby recognizes the Chazy Teachers Association as the exclusive negotiating agent for the personnel in such unit.

**ARTICLE II
DEFINITIONS**

1. **Board** refers to the Board of Education of the Chazy Central Rural School District.
2. **Teacher** refers to all professional employees represented by the Chazy Teachers' Association as their collective bargaining agent, except where the language specifically differentiates between teachers and teaching assistants.
3. **Association** refers to the Chazy Teachers' Association.
4. **Superintendent** refers to the Superintendent of Schools of the Chazy Central Rural School District.
5. **District** refers to the Chazy Central Rural School District.

**ARTICLE III
GENERAL**

1. The parties recognize that this Agreement has been entered into pursuant to the Public Employee's Fair Employment Act. If any provisions of this Agreement, or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
2. Unit members hired prior to October 22, 1992 shall be eligible for full benefits under this agreement. Unit members hired on or after October 22, 1992 who work less than full time will have these benefits pro-rated.
3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE IV
NEGOTIATION PROCEDURES**

1. Opening Negotiations: Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than 30 days following such request. Such request shall be made between January 1 and February 15. The issues proposed for discussion by the Association shall be submitted in writing to the Board representative(s) at the first meeting. The Board shall submit its proposals in writing at the second meeting. Both parties must present any additional issues for bargaining no later than the second meeting, unless introduced by mutual consent.
2. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

3. Exchange of Information: Both parties shall furnish each other, upon reasonable request, all available specified factual data pertinent to the issues under consideration, excluding preliminary and draft copies of the District Budget for the next school year.
4. Consultants: The parties may call upon consultants to assist in preparing for negotiations, to advise them during conference sessions, and to represent them during negotiations and/or impasse proceedings. The expense of such consultants shall be borne by the party requesting them.

**ARTICLE V
PRIOR BENEFITS**

The Chazy Teachers' Association and the Board of Education agree that all existing benefits be continued, except as changed in this Agreement.

**ARTICLE VI
APPOINTMENT, DISMISSAL, AND PROFESSIONAL STANDARDS**

1. The Board of Education will endeavor to employ teachers who hold valid New York State provisional or permanent certification in the area in which they will function or are currently working towards certification.
2. When a vacancy occurs, all members of the bargaining unit holding appropriate certification shall be notified by means of the general memorandum addressed to all personnel, prior to public posting of the vacancy, and shall have the right to be a candidate for the position, if qualified.
3. Credit granted for prior service in determining placement on the salary scale shall be construed to extend to all salary, fringe benefits, and other job related matters, except to seniority or when otherwise limited by the terms of this Agreement, excluding any unearned cumulative benefits.

4. In any case relating to the termination or continuance of employment of any bargaining unit member, upon request, the member shall be entitled to appear before the Board of Education prior to final Board action to present relevant data on the matter. He/she may be accompanied by representative(s) of his/her choice.
5. A non-tenured teacher who is not to be recommended for tenure shall be notified of same at least thirty (30) days prior to the Board meeting at which such recommendation is to be considered and the date of the Board meeting at which it is to be considered. Such meeting will be scheduled no later than April 1.
6. No member of the bargaining unit shall be disciplined, reduced in rank, or deprived any professional advantage, except for just cause. This section shall not apply in dismissal cases.

ARTICLE VII EVALUATION

1. In case of formal observations, the teacher to be observed will be notified at least the day before the actual observation. This does not limit the right of Administrator to make unscheduled classroom visits, but such visits shall not result in a written observation evaluation.
2. No later than seven (7) school days after the observation, the teacher observed will have an oral conference with his/her observer.

**ARTICLE VIII
PERSONNEL FILE POLICIES**

1. All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job related matters - exclusive of confidential references and communications received in connection with the initial employment - shall be placed in a single file and maintained in the Central Office.
2. A teacher shall have the right to inspect, copy, photocopy or photograph the contents of his/her file at any time during business hours. He/she shall be entitled to have a personally selected representative accompany him/her during such review.
3. Upon receipt of a written request, the teacher shall be furnished with a single reproduction of any material from his/her file.
4. No material shall be filed or maintained unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept with the express understanding that such signature does not necessarily indicate agreement with the material. Any material determined to be unjustified or inaccurate, whether by grievance or other means, shall be removed (exclusive of classroom evaluations).
5. A teacher shall have the right to rebut, explain and comment upon any material in his/her file and such statement shall be appended to the appropriate item(s) in the file.
6. Only material properly filed in accordance with this Article and any other contract provision shall be used in any action taken to reprimand, reduce in rank, discipline, dismiss or otherwise deprive a teacher of any professional advantage. This does not preclude oral presentation pertinent to the matter.
7. No material in the file shall be forwarded to any agency, organization, prospective employer or other party (exclusive of the Chazy Board of Education, its legal counsel, and the Commissioner of Education) without the express written consent of the member.

**ARTICLE IX
NOTIFICATION OF OPPORTUNITIES**

Under normal conditions, the Superintendent will notify the President of the Association of any administrative and/or guidance vacancies within the school district, excluding vacancies involving confidential resignations.

**ARTICLE X
CLASS SIZE**

The Board of Education recognizes the value of maximum class size and will work towards optimum size. The following to be considered maximum sizes:

Kindergarten.....	27
Grades 1 & 2.....	25
Grades 3-6	27
Junior High with the exception of Physical Education	31

**ARTICLE XI
SICKNESS AND DISABILITY LEAVE**

1. Sick leave will be granted for personal illness at the rate of 14 days per year cumulative to 190 days.
2. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform properly her required functions as certified by her physician; the Board may require such evidence in writing.

3. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. The District may require a physician's certificate attesting to the period of such disability and during such period of disability the teacher shall, at her option, be entitled to use the accrued sick leave.

4. **Sick Leave Bank**
Subject to the stipulation and limitation that this section can only be invoked in the event that a teacher bargaining unit member has exhausted his/her accrued sick leave and is still unable to return to work due to an illness or disability, as certified by a physician; on a case-by-case basis, members of the teacher bargaining unit may donate sick day(s) to the affected teacher bargaining unit member. The Teachers' Association will solicit the donation(s) from the teacher bargaining unit members and shall notify the Superintendent of the name and number of day(s) that have been donated. Such reporting will be signed by the donor and the number of day(s) shall be deducted from the donor's accrued sick leave and will be accrued to the affected teacher bargaining unit member. It is expressly understood that any determinations to invoke this section are the sole prerogative of the Association and not the District.

ARTICLE XII PERSONAL LEAVE

1. The Board of Education agrees to provide up to three (3) days for personal business which cannot be scheduled during non-working hours; arrangements to be made in advance with the Superintendent or his/her designee if possible; non-cumulative nor counted against sick leave. Other than for the reasons listed in Section 2 of this Article, personal leave cannot be used to extend any vacation or recess by itself or in conjunction with any other leave except with the approval of the Superintendent.

2. The following reasons are acceptable: Notwithstanding the following, two of the three days of personal leave will be granted by the District Principal in cases where the teacher indicates the reasons are too personal to divulge.

- A.
 - (1) Family event (graduation or wedding of son or daughter)
 - (2) Graduation of teacher employee from college
 - (3) Special registration for college course
 - (4) Transporting child to college for interview and/or admittance
 - (5) Unusual honor conferred on teacher or member of teacher's family
 - (6) Job interview, if employee's existing job was/is terminated by the District for reason of elimination of position
 - (7) Household emergency requiring presence of employee
 - (8) Marriage of employee
 - (9) Other - at the discretion of the Superintendent

B. Illness in immediate family

C. Death in immediate family

- (1) Up to one additional three (3) days is available for death in the immediate family. Additional days for death in immediate family may be approved by the Board.
- (2) Immediate family consists of Spouse, Mother, Father, Sister, Brother (either spouse), Daughter, Son, Daughter-in-law, Son-in-law, Grandparents, Guardians.
- (3) One day, on each occasion, when the death is that of the employee's aunt or uncle; or the aunt, uncle or grandparents of his/her spouse.
- (4) One day, to be granted to attend the funeral of a close friend of the employee. If possible, this should be limited to one-half day.

- D. Legal Business
 - (1) Closing a mortgage
 - (2) Court appearance
 - (3) Other serious legal matter

- (a) Less than half-days for which arrangements can be made without hiring a substitute (coverage by other teachers) will be granted for legal and medical appointments with no charge to personal leave providing such appointments cannot be made outside school hours.

**ARTICLE XIII
PROFESSIONAL LEAVE**

- 1. Professional Leave shall be granted upon request to a unit member by his/her immediate supervisor as follows:
 - A. Visitation Leave: Upon one-week advance notice, members of the bargaining unit shall be entitled to one day per member per school year to visit other schools to improve instructional techniques or professional abilities through observation of and interaction with other teachers.
 - B. Conference Leave: Upon three weeks advance notice, leave shall be granted to attend professional conferences, workshops, and seminars for the purpose of professional advancement and the improvement of the education program, under the following annual lists: one bargaining unit member per department in the junior-senior high school, one member per grade level in the elementary school, and one member per teaching area in all other cases.

2. Notwithstanding the above, the appropriate supervisor shall have authority to temporarily postpone such leave for up to two weeks, provided he/she notifies the member in writing of the postponement at least 24 hours prior to the start of visitation leave or seven days prior to the start of conference leave, citing the reason(s) for the postponement. Such delay shall be limited to the following reason(s):
 - A. No qualified substitute is found after a reasonable search.
 - B. Another bargaining unit member in the same junior-senior high department or elementary grade level or teaching area has already been granted professional Leave for the date requested.
 - C. The annual quota for such leave (as noted in 1B above) has been filled.
 - D. No lesson plan has been provided for the substitute teacher.
 - E. Any other legitimate reason.
3. The aforementioned Professional Leave shall not apply to teaching assistants unless authorized on a case-by-case basis by the Superintendent.
4. Upon submission of an expense voucher, the member shall be fully compensated for mileage at the rate of \$.20 per mile, unless a District vehicle is provided (mileage shall be computed from school to destination and return).
5. The member shall suffer no loss of pay or professional advantage during such leave nor shall leave be charged to personal leave or sick leave.
6. One member of the bargaining unit will be permitted to attend the NYSUT Representative Assembly each year without loss of pay or personal leave. Such leave is limited to two (2) days.
7. Nothing in the preceding shall prevent the District from approving additional professional leave beyond the limits cited above.

**ARTICLE XIV
SABBATICAL LEAVE**

1. During any school year, one member of the bargaining unit who has taught in the District for seven (7) or more years shall be eligible for a sabbatical leave to pursue academic or other professional activities as approved by the Board of Education.

Compensation of the teacher requesting leave:

- A. Teacher shall receive 1/2 annual salary for full year or 1/4 annual salary for 1/2 year of sabbatical.
 - B. From such salary, contribution to the pension system, social security tax, health insurance, and all regular payroll deductions shall be made.
 - C. The time spent shall count as regular service toward retirement and salary increments. Sick leave and personal leave shall not be granted for this period but prior leave accumulated shall remain in the teacher's credit.
2. Upon return to the District, the teacher shall be restored to the same position held when the leave commenced or, if that position is no longer available, to a substantially equivalent position. All other benefits and professional advantages shall also be restored upon return.
 3. At the conclusion of such leave, a teacher shall return to service with the District for a minimum of two years. In the event of the teacher's failure to meet this obligation, such moneys as have been paid to the teacher by the District while on such leave shall be repaid to the District on a prorate basis, unless the District waives repayment. This provision shall not apply when, for health reasons beyond his/her control, the teacher is incapable of further service. This shall not limit the Board from granting similar waivers for other reasons.
 4. For any leave in the following school year, application for sabbatical leave shall be submitted to the Superintendent no later than April 15. Application should include a statement of the general purpose of the leave and the proposed sabbatical plan.

Applications should affirm the applicant's intention to return to the District for at least two years and should certify willingness to submit a report of accomplishments to Board of Education and the Association upon return.

5. The Superintendent shall submit all applications received by the dates listed above to the Board of Education for granting or denial of leave. All denials shall be for just cause and shall clearly state such cause. Applicants shall be notified of approval or denial not later than May 31.
6. Evaluation of applications for sabbatical leave shall be made by the Board of Education according to the following criteria:
 - A. Educational value to the school
 - B. Educational and professional value to the teacher
 - C. The sabbatical plan
 - D. In cases of equally meritorious applications, length of service in the district should be made the deciding factor.
7. The aforementioned Sabbatical Leave shall not apply to teaching assistants unless authorized on a case-by-case basis by the Superintendent.

ARTICLE XV
PREGNANCY and CHILD REARING LEAVE

1. A bargaining unit member, or the spouse of a bargaining unit member, who is pregnant, shall be entitled, upon request, to an unpaid leave to begin at any time after the commencement of the pregnancy. Said teacher shall notify the Superintendent in writing of his/her desire to take leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. Upon specific request of the Board of Education (s)he shall submit a physician's statement certifying the pregnancy.
2. Upon the return to the District, the teacher shall be assigned to the same position which was held at the time the leave commenced, or if that position is no longer in existence to a substantially equivalent position. However, this Article shall not be construed to confer any rights or restrictions upon any returning employee that would have been enjoyed had the returning employee not been returning from a leave under this article; nor shall it be construed to confer any rights or restraints on the Board of Education in making staff assignments than would exist in any other case.
3. In the best interest of educational continuity, bargaining unit members contemplating leave under this article or adoptive leave (See Article XVI) are urged but not required to plan their return from such a leave to coincide with the start of the semester or other appropriate time, such as the first day following a major school vacation. However, if a leave under this article exceeds six months, unless the termination date is waived by the Board of Education, the leave must terminate between semesters.
4. The period of such leave shall not be considered part of the teacher's probationary period and no benefits shall accrue during such leave. Upon return the teacher shall be granted all professional advantages and status which (s)he had at the time leave commenced.

**ARTICLE XVI
ADOPTIVE LEAVE**

A teacher adopting an infant child (i.e. one year or less) shall be entitled to an unpaid leave of up to one year, upon request, after receiving de facto custody of the child or prior to the de facto custody if that is necessary to fulfill the requirements for adoption.

**ARTICLE XVII
SCHOOL CALENDAR AND TEACHER WORK YEAR**

1. a. The teacher work year shall consist of 181 actual work days. On the last working day of the work year, teachers may leave at 10:00 a.m. or when all end-of-year duties are completed.
- b. The work year for any guidance counselor hired on or after 7/1/95 shall be two hundred (200) days plus a partial day when he/she may leave at 10:00 a.m. or when all end-of-year duties are completed. The work days will be scheduled in advance and will allow for at least five (5) weeks of consecutive unpaid vacation time in the summer provided the work year requirements are met.
2. A committee consisting of the Superintendent and members of the Association's executive committee will meet to formulate the following year's calendar for recommendation to the Board for adoption at least two weeks prior to the end of each school year.
3. Whenever students are dismissed earlier than regular dismissal time, teachers shall remain at school until the busses have departed.

**ARTICLE XVIII
TEACHER WORK DAY**

The work day for teachers shall begin at 8:05 and end at 3:15. Teaching assistants shall work an equivalent length of workday. All teachers must check their mailboxes before leaving the building at 3:15 (Elementary Office for K-6, Main Office for 7-12).

**ARTICLE XIX
TEACHER ASSIGNMENT**

1. Except for one and one-half (1 1/2) weeks at the beginning of the school year and two and one-half (2 1/2) weeks at the end of the school year where elementary teachers will have a minimum of one hundred ninety (190) minutes of preparation time per week, elementary teachers will have a minimum of 250 minutes preparation time per week. It is further understood that the practices involving "playground" shall continue; specifically the assignment on a rotating basis, and the assignment when "playground" is canceled due to inclement weather.
2. Study hall assignments will be divided equally among the faculty members as far as practical.
3. Teachers may be assigned no more than one period of involuntary cafeteria duty per semester. This does not preclude the District's right to seek bargaining unit volunteers for additional cafeteria duty.
4. Commencing with the 1988-89 School Year, the maximum teacher workday for grades 7-12 will consist of five and one-half instructional and/or supervisory periods including AIS and Laboratories and the 8th period as traditionally operated.

ARTICLE XX
ASSOCIATION AND BARGAINING UNIT BUSINESS

1. The Association has the right to transact Association business during the school day as long as it does not interfere with the educational process.
2. No classroom instruction performed during the school day by members of the teacher bargaining unit shall be performed by any non-member of the unit or subcontracted to any other party without the express written consent of the Association. This does not apply to substitute teachers.
3. In the event of formal hearings (Board or arbitration stage) the Chairperson of the Association grievance committee shall be released from his/her duties to attend such hearings. He/she shall suffer no loss of pay and the District will pay full cost of a substitute.
4. The Board agrees that one teacher designated by the Association may, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association offices on a state or national level. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
5. The Association may request ten minutes at the end of all building faculty meetings to report on matters involving representation of the teachers by the Association. Likewise, the Association President shall be provided with no less than ten minutes at the end of all District faculty meetings to report on such matters to teachers.
6. The Association shall have the right to use a room or rooms within the building provided the Superintendent is given proper notice.
7. The Association shall have the right to use duplicating equipment; however, the Association must supply its own paper and materials or reimburse the District for supplies used.

8. The Association shall have the right to use all communicating systems to reach the members of the bargaining unit, including, but not limited to: Faculty Room bulletin boards, faculty mail boxes, public address systems and, when available, closed circuit TV. The public address system can only be used before or after regular school hours.
9. The Board agrees to notify the Association of the implementation of new programs which effect any terms and conditions of employment prior to effective date.
10. There will be no substantial changes, alterations, modifications of program, content, or curriculum during the term of this agreement without submitting the proposed change(s) to the Faculty Curriculum Committee for their written recommendation.
11. In the event that it becomes necessary to alter the educational program in a way which results in the abolishment of any position held by a member of the bargaining unit, the following policies shall govern:
 - A. The Superintendent shall notify the Association President, in writing, of the specific positions being considered for abolishment and the names of the bargaining unit members expected to be involved, as soon as such a plan reaches a stage of serious consideration by the District. The Association may present a position paper for consideration prior to any formal abolition of position(s).
 - B. Upon request, the affected teacher shall be assigned to any vacancies within his/her area of tenure.
 - C. In the event that there are no vacancies, in the area of tenure in the District, a teacher may submit his/her credentials and transcripts to the District for evaluation and consideration to a probationary appointment to another tenure area.
12. Upon request of the Association President, the Association shall be provided an opportunity early in any Board meeting to present its view or comments.
13. The Association President shall be provided with agendas and minutes of all Board of Education meetings at the time they are available.

**ARTICLE XXI
GRIEVANCE PROCEDURE**

1. DEFINITION - A Grievance is a claim by any teacher or group of teachers in the negotiation unit based on:
 - A. Any event or condition affecting their welfare and/or terms of employment, including but not limited to, any violation, misinterpretation, misapplication of law, rules, policies, procedures and practices of the Board of Education and Administration.
 - B. The agreement negotiated by the Board of Education and the Association.
2. GRIEVANCE COMMITTEE is the committee created and constituted by the Chazy Teachers' Association.
3. PROCEDURE

Stage I – Supervisor

- A. A teacher having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally.
- B. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within two (2) school days, the supervisor shall render a decision, in writing, and present it to the teacher and the Chazy Teachers' Association.

Stage II – Superintendent

- A. If the teacher is not satisfied with the written decision at Stage I, he/she shall, within five (5) school days, present the grievance to the Grievance Committee for its consideration.

- B. If the Grievance Committee determines that the teacher has a meritorious grievance, it will file a written appeal of the decision with the Superintendent within five (5) school days. The Superintendent shall hold a hearing within five (5) school days with the teacher and the Grievance Committee, and render a decision, in writing, to the teacher and the Grievance Committee within five (5) school days.

Stage III - Board of Education

- A. If the teacher and the Association are not satisfied, the Grievance Committee shall file an appeal, in writing, with the Board of Education within five (5) school days. Said Board will hold a hearing within ten (10) school days and render a decision within two (2) school days of the hearing.

Stage IV - Arbitration

- A. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage III, and the Association determines that the grievance is meritorious, it may submit the Grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at Stage III.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The decision of the arbitrator shall be binding and final upon all parties when it pertains to items negotiated in this contract.
- D. This stage of the grievance procedure will apply only to grievances as defined in Section B of the definition.

E. All costs of arbitration are to be borne equally by the Chazy Teachers' Association and the Board of Education.

**ARTICLE XXII
EXTRA CURRICULAR COMPENSATION**

1. Schedule:

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
SPORTS:				
Varsity Soccer	2,703	2,811	2,924	3,040
Modified Soccer	2,113	2,198	2,286	2,377
Junior Varsity Soccer	2,113	2,198	2,286	2,377
Varsity Basketball	3,458	3,596	3,740	3,890
Modified Basketball	2,703	2,811	2,924	3,040
Junior Varsity Basketball	2,703	2,811	2,924	3,040
Varsity Baseball	2,703	2,811	2,924	3,040
Modified Baseball	2,113	2,198	2,286	2,377
Varsity Softball	2,703	2,811	2,924	3,040
Modified Softball	2,113	2,198	2,286	2,377
Cheerleading	1,800	1,872	1,947	2,025
Volley Ball	1,893	1,969	2,047	2,129
 CLASS ACTIVITIES:				
Senior Advisor	1,752	1,822	1,895	1,971
Junior Advisor	1,320	1,373	1,427	1,485
Band	1,995	2,075	2,157	2,244
Chorus	1,995	2,075	2,157	2,244
Yearbook	2,169	2,256	2,346	2,440
Public Speaking	754	784	816	848
Drama	1,058	1,100	1,144	1,190
Senior Play	1,208	1,257	1,307	1,359
Newspaper	1,208	1,257	1,307	1,359
SADD	500	500	500	500
Key Club	500	500	500	500
Model United Nations	500	500	500	500
Student Council	500	500	500	500
National Honor Society	500	500	500	500
Chaperone	23.57	23.57	23.57	23.57

2. All extra curricular assignments which are vacant shall be offered to all qualified members of the bargaining unit by written notice of such vacancies to the President of the Association. Only if no qualified members of the unit are available shall any position be opened for qualified individuals from outside the bargaining unit. At the start of each school year, members of the bargaining unit shall again be polled for these positions.

3. The Chaperon pay listed in the extra-curricular compensation schedule shall not apply to the Chaperoning of dances. Rather, dance chaperoning shall be voluntary for teachers with the reimbursement to be negotiated on an individual basis between the teacher and the student group conducting the dance.

**ARTICLE XXIII
HEALTH INSURANCE**

1. a. The District shall provide group health and major medical insurance to all Full Time Equivalent (1.0) bargaining unit members and their dependents at a cost to the bargaining unit member according to the following table:

Year	Family Plan	Individual Plan
2004-2005	\$1,080.00	\$415.00
2005-2006	Employee contribution will be calculated at 9% of the total yearly premium.	Employee contribution will be calculated at 9% of the total yearly premium.
2006-2007	Employee contribution will be calculated at 9% of the total yearly premium.	Employee contribution will be calculated at 9% of the total yearly premium.
2007-2008	Employee contribution will be calculated at 9% of the total yearly premium.	Employee contribution will be calculated at 9% of the total yearly premium.

Deductions for bargaining unit member's payments of premium will commence with the inception of the IRS §125 (see Section 3 of this Article) plan.

- b. For bargaining unit members who retire(d) prior to 7/1/96, the District shall continue to pay the full premium cost of group health insurance and major medical for retirees and their dependents.
 - c. For bargaining unit members who retire on or after 7/1/96 and who have rendered ten (10) or more years of full time service to the District at the time of retirement, the District shall pay the full premium cost of group health insurance and major medical for retirees and their dependents. The plan shall be the one now in effect (Blue Cross/Blue Shield) or its benefit equivalent.
2. The District shall maintain the present life insurance program for all unit members at no cost to the employees.
 3. Following the establishment of a full IR §125 (Flexible Spending Account) plan during the 1996-97 school year, the District will continue the plan with the plan year commencing on 10/1 of each year. The parties will suggest administrators and the plan administrator will be mutually agreed to. It is understood that the District will be responsible for the administration costs.

**ARTICLE XXIV
METHOD OF RECEIVING SALARY**

1. Salaries shall be paid according to one of the following options:
 - A. Option A - Annual salaries will be paid in twenty-one (21) equal installments beginning with the second Friday after Labor Day and continuing through the last workday in June. When a payroll date falls on a non-workday, checks will be issued on the last workday in the pay period.
 - B. Option B - Annual salaries will be paid in twenty-six (26) equal installments beginning with the second Friday after Labor Day and continuing through the first pay period in June. The balance of the annual salaries will be paid in a single check on the last workday in June. When a payroll date falls on a non-workday, checks will be issued on the last workday in the pay period.
2. After paychecks have been received and processed by the District, they will be available to the teachers at any time during the normal pay day.
3. A payroll deduction for NYSUT Member Benefits shall be available to bargaining unit members.

**ARTICLE XXV
SALARY SCHEDULE**

1. Salaries and salary schedules for the 2004-05, 2005-06, 2006-07, and 2007-08 will be in accordance with Appendix A through D with all teachers placed on the appropriate step. Salaries and schedules for 2004-05, 2005-06, 2006-07, and 2007-08 will be in accordance with Appendix E with all teaching assistants placed on the appropriate step.
2. Any bargaining unit member who works or is on paid leave for one-half (1/2) or more of the actual work days in any given school year will be credited under the salary schedule with a full step advancement, should one exist, in the following year.
3. Guidance Counselor(s) hired on or after 7/1/95 shall be paid 1.1 times the teacher salary scale rate for the two hundred (200) day work year.
4. Inservice
 - a. If the cost of the inservice is paid for by the District, the individual is not eligible for any salary schedule adjustment.
 - b. If the inservice is conducted within the school day, then the individual is not eligible for any salary schedule adjustment.
 - c. If the individual attends an inservice outside of the workday and the cost of the inservice is paid by the unit member, said inservice shall be reimbursable on the basis of one (1) credit hour for each fifteen (15) seat hours.
5. Hourly rates for summer school, before and after school and home teaching, including per diem preparation time, shall be as follows:

Teachers	\$35.00
Teaching Assistants	\$20.00

**ARTICLE XXVI
RETIREMENT BENEFIT COMPENSATION**

1. Solely for the 1999-2000 fiscal year, subject to the limitations and provisions of this Article, all Tier I and Tier II members of the N.Y.S.T.R.S. are eligible for an early retirement incentive as follows:
 - A. To be eligible for this benefit on the last day of employment, a teacher must meet the following criteria and stipulations:
 - (1) The teacher must have an approved retirement from the New York State Teachers' Retirement System.
 - (2) The teacher must retire during the first (1st) year of eligibility to retire. The definition of eligibility is found in the NYSTRS "Tier I and Tier II Benefits" booklet, and for reference purposes only, the current language is found in Section D of this Article.
 - (3) The teacher must provide notice to the District by the April 1 prior to the District fiscal year in which the teacher intends to retire.
 - B. For purposes of this Article, the following limitations and definitions apply:
 - (1) No benefit will be paid to any teacher who does not meet all the eligibility requirements as stipulated in this Article.
 - (2) No teacher will be credited with more than one hundred eighty (180) days of accumulated sick leave.
 - (3) The effective date of retirement shall mean the day following the last day the teacher is employed by the district.
 - (4) The retirement incentive payment will be paid to the teacher in a single lump sum payment on the last day of employment with the district (the day preceding the effective date of retirement).
 - (5) Teachers must work at least one-half the total number of work days in any given year in order that the base salary for that year to be used, otherwise the base salary of the preceding year will be used.
 - (6) Solely during the 1992-1993 school year, all Tier I and Tier II teachers who retire prior to September 1, 1993, and who meet all provisions of §§ A&B above except §A(2) are eligible for the benefit in §C.

C. The incentive to be paid will be determined as follows:

- (1) For teachers: divide the base teacher salary (Step 1, Column 1) by 180 to establish the per diem amount; for teaching assistants: divide the minimum starting salary for teaching assistants by 180 to establish the per diem amount;
- (2) Multiply the per diem amount by the aggregate number of unused accumulated sick leave days (not to exceed 180) available to the teacher or teaching assistant on the final day of employment.

D. Eligibility

Tier I (Pre-7/1/73) Members

- a. Thirty-five years of total credited service at any age, or
- b. Age 55 or older with the equivalent of 10 or more years of credited full-time NYS service, at least two of which must have been rendered since June 30, 1967 and since last becoming a member, or
- c. Age 55 or older with the equivalent of two or more years of credited full-time NYS service, at least two of which must have been rendered since June 30, 1967, since age 53 and since last becoming a member.

Tier II (7/1/73 - 7/26/76) Members

- a. Age 55 or older with the equivalent of 10 or more years of credited full-time NYS service, five of which must have been rendered since the last date of membership, or
- b. Age 55 or older with the equivalent of five years of credited full-time service rendered since the last date of membership, provided two have been rendered since the 53rd birthday.

2. Effective July 1, 2000 and continuing thereafter, subject to the limitations and provisions of this Article, all members of the N.Y.S.T.R.S. are eligible for an early retirement incentive as follows:

Qualifier	Benefit
1 st year of eligibility	100% of the current minimum Step 1 of schedule for employee's classification/position salary divided by 180 then multiplied by the number of accumulated sick days (maximum of 180).
2 nd year of eligibility	75% of the current minimum Step 1 of schedule for employee's classification/position salary divided by 180 then multiplied by the number of accumulated sick days (maximum of 180).
3 rd year of eligibility	50% of the current minimum Step 1 of schedule for employee's classification/position salary divided by 180 then multiplied by the number of accumulated sick days (maximum of 180).

- A. To be eligible for this benefit on the last day of employment, a teacher must meet the following criteria and stipulations:
- (1) The teacher must have an approved retirement from the New York State Teachers' Retirement System.
 - (2) The teacher must retire during the first (1st) through third (3rd) year of eligibility to retire. The definition of eligibility is found in the NYSTRS booklet.
 - (3) The teacher must provide notice to the District by the April 1 prior to the District fiscal year in which the teacher intends to retire.
- B. For purposes of this Article, the following limitations and definitions apply:
- (1) No benefit will be paid to any teacher who does not meet all the eligibility requirements as stipulated in this Article.
 - (2) No teacher will be credited with more than one hundred eighty (180) days of accumulated sick leave.
 - (3) The effective date of retirement shall mean the day following the last day the teacher is employed by the district.
 - (4) The retirement incentive payment will be paid to the teacher in a single lump sum payment on the last day of employment with the district (the day preceding the effective date of retirement).

- (5) Teachers must work at least one-half the total number of work days in any given year in order that the base salary for that year to be used, otherwise the base salary of the preceding year will be used.

ARTICLE XXVII AGENCY FEE

Effective September 1, 1991, the District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XXVIII CURRICULUM PROJECTS

1. Monies shall be budgeted at a rate of \$1,500.00 per year to provide for in-school curriculum project grants.
2. The specific program or programs covered by this sum will be inaugurated after the merits thereof have been evaluated favorably by the Association, and the Board.
3. All proposals will be submitted by the Association to the Superintendent and the Board prior to February 15th.
4. The Board may meet with the staff members involved in the presentation of proposals prior to March 15th.
5. Final disposition will take place prior to April 15th.
6. All projects will carry a daily stipend of \$100 for a six hour day.
7. All expenditures shall not exceed the stipulated amounts in the proposals.

**ARTICLE XXIX
DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2004, through June 30, 2008, and thereafter for sixty days or until a successor Agreement is reached, whichever comes first. In addition, the side letters of understanding that were discussed during negotiations for the 2004-2008 Agreement shall be maintained for the life of the 2004-2008 Agreement.

August 11, 2005
DATE

Kevin R. Mulligan
SUPERINTENDENT
CHAZY CENTRAL RURAL SCHOOL DISTRICT

8/11/05
DATE

Aylee Rater
PRESIDENT
CHAZY TEACHERS' ASSOCIATION

APPENDIX A

Chazy Central Rural School Teachers' Salary Schedule 2004-2005

Step	Bach	B+15	B+30	B+45	B+60
1	\$33,748	\$34,388	\$35,052	\$35,692	\$36,331
2	\$34,377	\$35,022	\$35,697	\$36,341	\$36,985
3	\$35,006	\$35,656	\$36,341	\$36,990	\$37,640
4	\$35,635	\$36,290	\$36,985	\$37,640	\$38,294
5	\$36,264	\$36,924	\$37,630	\$38,289	\$38,949
6	\$36,893	\$37,558	\$38,724	\$39,448	\$40,173
7	\$38,151	\$38,826	\$40,012	\$40,747	\$41,482
8	\$39,409	\$40,094	\$41,301	\$42,046	\$42,791
9	\$40,667	\$41,362	\$42,590	\$43,345	\$44,100
10	\$41,925	\$42,631	\$43,878	\$44,644	\$45,410
11	\$43,183	\$43,899	\$45,167	\$45,943	\$46,719
12	\$44,441	\$45,167	\$46,455	\$47,242	\$48,028
13	\$45,699	\$46,435	\$47,744	\$48,540	\$49,337
14	\$46,957	\$47,703	\$49,033	\$49,839	\$50,646
15	\$48,215	\$48,971	\$50,321	\$51,138	\$51,955
16		\$50,240	\$51,610	\$52,437	\$53,264
17		\$51,508	\$52,898	\$53,736	\$54,573
18		\$52,776	\$54,187	\$55,035	\$55,882
19		\$54,044	\$55,476	\$56,333	\$57,191
20		\$55,312	\$56,764	\$57,632	\$58,500
21		\$56,580	\$58,053	\$58,931	\$59,809
22		\$57,849	\$59,342	\$60,230	\$61,118
23		\$59,117	\$60,180	\$61,019	\$61,858
24		\$60,385	\$61,469	\$62,318	\$63,167
25		\$61,653	\$62,758	\$63,617	\$64,476
26		\$62,921	\$64,046	\$64,915	\$65,785
27		\$64,189	\$65,335	\$66,214	\$67,094
28		\$65,458	\$66,623	\$67,513	\$68,403
29		\$66,726	\$67,912	\$68,812	\$69,712

Master's \$350

All courses taken for salary purposes must have prior approval of the Chief School Administrator. Salary adjustments will be made at the beginning of each semester.

APPENDIX B

Chazy Central Rural School Teachers' Salary Schedule 2005-2006

Step	Bach	B+15	B+30	B+45	B+60
1	\$34,469	\$35,122	\$35,801	\$36,454	\$37,107
2	\$35,112	\$35,770	\$36,459	\$37,117	\$37,775
3	\$35,754	\$36,417	\$37,117	\$37,781	\$38,444
4	\$36,396	\$37,065	\$37,775	\$38,444	\$39,112
5	\$37,039	\$37,713	\$38,433	\$39,107	\$39,781
6	\$37,681	\$38,360	\$39,551	\$40,291	\$41,031
7	\$38,966	\$39,655	\$40,867	\$41,618	\$42,368
8	\$40,251	\$40,951	\$42,183	\$42,944	\$43,705
9	\$41,536	\$42,246	\$43,499	\$44,271	\$45,042
10	\$42,820	\$43,541	\$44,815	\$45,597	\$46,379
11	\$44,105	\$44,836	\$46,132	\$46,924	\$47,716
12	\$45,390	\$46,132	\$47,448	\$48,251	\$49,054
13	\$46,675	\$47,427	\$48,764	\$49,577	\$50,391
14	\$47,960	\$48,722	\$50,080	\$50,904	\$51,728
15	\$49,245	\$50,017	\$51,396	\$52,230	\$53,065
16		\$51,313	\$52,712	\$53,557	\$54,402
17		\$52,608	\$54,028	\$54,884	\$55,739
18		\$53,903	\$55,345	\$56,210	\$57,076
19		\$55,198	\$56,661	\$57,537	\$58,413
20		\$56,494	\$57,977	\$58,863	\$59,750
21		\$57,789	\$59,293	\$60,190	\$61,087
22		\$59,084	\$60,609	\$61,516	\$62,424
23		\$60,379	\$61,466	\$62,322	\$63,179
24		\$61,675	\$62,782	\$63,649	\$64,516
25		\$62,970	\$64,098	\$64,976	\$65,853
26		\$64,265	\$65,414	\$66,302	\$67,190
27		\$65,560	\$66,730	\$67,629	\$68,527
28		\$66,856	\$68,046	\$68,955	\$69,864
29		\$68,151	\$69,363	\$70,282	\$71,201

Master's \$350

All courses taken for salary purposes must have prior approval of the Chief School Administrator.
Salary adjustments will be made at the beginning of each semester.

APPENDIX C

Chazy Central Rural School Teachers' Salary Schedule 2006-2007

Step	Bach	B+15	B+30	B+45	B+60
1	\$35,094	\$35,759	\$36,450	\$37,115	\$37,779
2	\$35,748	\$36,418	\$37,120	\$37,790	\$38,460
3	\$36,402	\$37,078	\$37,790	\$38,465	\$39,141
4	\$37,056	\$37,737	\$38,460	\$39,141	\$39,821
5	\$37,710	\$38,396	\$39,130	\$39,816	\$40,502
6	\$38,364	\$39,056	\$40,268	\$41,021	\$41,775
7	\$39,672	\$40,374	\$41,608	\$42,372	\$43,136
8	\$40,981	\$41,693	\$42,948	\$43,723	\$44,498
9	\$42,289	\$43,012	\$44,288	\$45,073	\$45,859
10	\$43,597	\$44,331	\$45,628	\$46,424	\$47,220
11	\$44,905	\$45,649	\$46,968	\$47,775	\$48,581
12	\$46,213	\$46,968	\$48,308	\$49,125	\$49,943
13	\$47,521	\$48,287	\$49,648	\$50,476	\$51,304
14	\$48,829	\$49,605	\$50,988	\$51,826	\$52,665
15	\$50,137	\$50,924	\$52,328	\$53,177	\$54,027
16		\$52,243	\$53,668	\$54,528	\$55,388
17		\$53,562	\$55,008	\$55,878	\$56,749
18		\$54,880	\$56,348	\$57,229	\$58,110
19		\$56,199	\$57,688	\$58,580	\$59,472
20		\$57,518	\$59,028	\$59,930	\$60,833
21		\$58,837	\$60,368	\$61,281	\$62,194
22		\$60,155	\$61,708	\$62,632	\$63,555
23		\$61,474	\$62,580	\$63,452	\$64,324
24		\$62,793	\$63,920	\$64,803	\$65,685
25		\$64,111	\$65,260	\$66,153	\$67,047
26		\$65,430	\$66,600	\$67,504	\$68,408
27		\$66,749	\$67,940	\$68,855	\$69,769
28		\$68,068	\$69,280	\$70,205	\$71,130
29		\$69,386	\$70,620	\$71,556	\$72,492

Master's \$350

All courses taken for salary purposes must have prior approval of the Chief School Administrator. Salary adjustments will be made at the beginning of each semester.

APPENDIX D

Chazy Central Rural School Teachers' Salary Schedule 2007-2008

Step	Bach	B+15	B+30	B+45	B+60
1	\$35,768	\$36,445	\$37,150	\$37,827	\$38,505
2	\$36,434	\$37,117	\$37,832	\$38,515	\$39,198
3	\$37,101	\$37,789	\$38,515	\$39,204	\$39,892
4	\$37,767	\$38,461	\$39,198	\$39,892	\$40,586
5	\$38,434	\$39,133	\$39,881	\$40,580	\$41,279
6	\$39,101	\$39,805	\$41,041	\$41,809	\$42,577
7	\$40,434	\$41,149	\$42,406	\$43,185	\$43,964
8	\$41,767	\$42,493	\$43,772	\$44,562	\$45,352
9	\$43,100	\$43,837	\$45,138	\$45,938	\$46,739
10	\$44,433	\$45,181	\$46,504	\$47,315	\$48,126
11	\$45,767	\$46,525	\$47,869	\$48,692	\$49,514
12	\$47,100	\$47,869	\$49,235	\$50,068	\$50,901
13	\$48,433	\$49,213	\$50,601	\$51,445	\$52,289
14	\$49,766	\$50,557	\$51,966	\$52,821	\$53,676
15	\$51,099	\$51,902	\$53,332	\$54,198	\$55,063
16		\$53,246	\$54,698	\$55,574	\$56,451
17		\$54,590	\$56,064	\$56,951	\$57,838
18		\$55,934	\$57,429	\$58,327	\$59,226
19		\$57,278	\$58,795	\$59,704	\$60,613
20		\$58,622	\$60,161	\$61,081	\$62,000
21		\$59,966	\$61,526	\$62,457	\$63,388
22		\$61,310	\$62,892	\$63,834	\$64,775
23		\$62,654	\$63,781	\$64,670	\$65,559
24		\$63,998	\$65,147	\$66,046	\$66,946
25		\$65,342	\$66,513	\$67,423	\$68,333
26		\$66,686	\$67,878	\$68,800	\$69,721
27		\$68,030	\$69,244	\$70,176	\$71,108
28		\$69,374	\$70,610	\$71,553	\$72,496
29		\$70,718	\$71,975	\$72,929	\$73,883

Master's \$350

All courses taken for salary purposes must have prior approval of the Chief School Administrator. Salary adjustments will be made at the beginning of each semester.

APPENDIX E

Chazy Central Rural School Teacher Assistants Salary Schedule

Step	2004-2005	2005-2006	2006-2007	2007-2008
1	\$16,875	\$17,235	\$17,548	\$17,884
2	\$17,189	\$17,556	\$17,874	\$18,217
3	\$17,504	\$17,878	\$18,202	\$18,551
4	\$17,818	\$18,198	\$18,528	\$18,884
5	\$18,133	\$18,520	\$18,856	\$19,218
6	\$18,447	\$18,841	\$19,182	\$19,550
7	\$19,076	\$19,483	\$19,836	\$20,217
8	\$19,705	\$20,125	\$20,490	\$20,884
9	\$20,334	\$20,768	\$21,144	\$21,550
10	\$20,962	\$21,410	\$21,798	\$22,217
11	\$21,591	\$22,053	\$22,452	\$22,883
12	\$22,220	\$22,695	\$23,106	\$23,550
13	\$22,849	\$23,337	\$23,760	\$24,217
14	\$23,478	\$23,980	\$24,415	\$24,883
15	\$24,107	\$24,622	\$25,069	\$25,550
16	\$24,736	\$25,265	\$25,723	\$26,216
17	\$25,365	\$25,907	\$26,377	\$26,883
18	\$25,994	\$26,549	\$27,031	\$27,550
19	\$26,623	\$27,192	\$27,685	\$28,216
20	\$27,252	\$27,834	\$28,339	\$28,883

Bachelor's \$350

