

**CONTRACT AGREEMENT**  
**BETWEEN**  
**SPOTSWOOD BOARD OF EDUCATION**  
**AND**  
**SPOTSWOOD ADMINISTRATORS ASSOCIATION**

**JULY 1, 2006 THROUGH JUNE 30, 2009**

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### ARTICLE 1

## **RECOGNITION**

- A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Spotswood Administrators Association (S.A.A.) as the exclusive representative for collective negotiation for administrative and supervisory personnel in the school district employed within the following titles:
  - 1. Principal
  - 2. Assistant Principal

## **ARTICLE 2**

### **NEGOTIATION PROCEDURE**

#### A. SUCCESSOR AGREEMENT

The parties shall exchange written proposals for a successor agreement no later than the date set by PERC for commencement of negotiations.

#### B. AGREEMENT

When the Board and the Association reach a tentative agreement, it will be reduced to writing and submitted to the parties for ratification.

#### C. MEDIATION AND FACT FINDING

Every effort will be made to have mediation and fact finding conducted after normal school hours. However, if it is necessary that such meetings take place during normal school hours requiring the release of Association officers or committee members, or negotiators, the Board will release two (2) persons designated by the Association and such designees to suffer no loss in pay.

**ARTICLE 3  
BOARD RIGHTS**

- A. The Board reserves to itself, except as otherwise specified in this Agreement, sole jurisdiction and authority over matters of policy, and the implementation thereof, to carry out its state-mandated responsibility to manage and direct all of the operations and activities of the school district in accordance with applicable laws and regulations.

**ARTICLE 4  
WORK YEAR**

- A. School Principal and one (1) Assistant Principal shall be employed on a twelve (12) month basis. They shall work the teacher calendar and be available for work during the major holidays. In the event that the administrators are required to work during the teachers' holidays or major holidays, they will be credited one compensation day for each day worked. It is agreed that the administrators must accept the per diem rate of 1/240<sup>th</sup> of the administrator's current salary for the first two compensation days. After the first two the administrator shall have the option of accepting either the aforementioned per diem rate or a vacation day.

B. VACATION - 12-MONTH EMPLOYEES

1. Crediting of Vacation

- a. Administrators shall receive 23 vacation days after their first year of employment. Any administrator hired after July 1<sup>st</sup> of the current year shall be credited with vacation time prorated at 1.92 days per full month for that first year, there shall be no credit given for a partial month's work.
- b. Any member, with a minimum of 5 years employment in the district, who leaves the district after October 1<sup>st</sup> of any given year shall be credited with vacation time prorated at 1.92 days per full month worked from July 1<sup>st</sup> to the date the employee leaves. Any employee who leaves on or after the 21st of the month shall receive a full month's credit.
- c. Earned vacation is credited on July 1 of each year.

2. Vacation Utilization

- a. Credited vacation time shall be taken between July 1 and June 30. There shall be no carryover of vacation to a succeeding year.
- b. Vacation schedules of employees shall be submitted to the Superintendent by May 15 of each year. No more than 10 days of vacation time shall be taken when school is in session. Unit members may apply to the Superintendent for approval to use vacation time when school is in session. Non-approval of such leave shall not be subject to Article 5.

3. Payment of Unused Vacation Leave At Time of Separation

If an employee leaves the district prior to June 30 and has not used all of his/her credited available vacation days, that employee shall be entitled to payment for the unused days at the per diem rate of 1/240<sup>th</sup> of the respective employee's pay in effect at the time of departure. Upon separation, the Board agrees to pay to the administrator, or upon their death, the administrator's spouse or estate any credited vacation time.

**ARTICLE 5**

**GRIEVANCE PROCEDURE**

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, resolutions to the problems which may arise affecting the terms and conditions of the employment of employees as set forth in this Agreement or in the Board's policies governing such employees.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment, if so desired by the grievant.

B. DEFINITIONS

1. A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of the contract agreement or an administrative decision affecting him/her; except that the term "grievance" shall not apply to:
  - a. any matter for which a method of review is prescribed by law;
  - b. any rule or regulation of the State Commissioner of Education;
  - c. any policy of the Board of Education;
  - d. any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action of the Board alone;
  - e. a complaint of a nontenured employee which arises by reason of his not being reemployed.
2. An "aggrieved person" is the person or persons making the claim, or any person against whom action might be taken in order to resolve the claim.
3. A "party of interest" is the person or persons making the claim, or any person against whom action might be taken to resolve the claim.

C. REPRESENTATION

Any grievant may be represented at any stage of the grievance procedure by him/herself and or by a representative of the Association.

D. PROCEDURE

1. In order for a grievance to be considered timely under this procedure, it must be filed in writing within ten (10) working or sixteen (16) calendar days, whichever is shorter, of the action or decision giving rise to the grievance.
2. It is agreed by both parties that these proceedings shall be kept as informal and as confidential as may be appropriate at any level of this procedure.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure shall be exhausted prior to the end of the school year or as soon thereafter as it may be practicable.
6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. Steps
  - a. Level One

- (1) An employee with a grievance shall first discuss the matter with the Superintendent either directly or, if he/she so desires, through his/her designated Association representative, with the objective of resolving the matter informally.

- (2) If the aggrieved employee is not satisfied with the result of the informal discussions at Level One, he/she may submit it in writing to the Superintendent, specifying the nature of his/her grievance, within ten (10) working days or sixteen (16) calendar days, whichever is shorter, of the action or decision giving rise to the grievance.

The Superintendent shall communicate his/her decision to the employee in writing within ten (10) working days or sixteen (16) calendar days, whichever is shorter, of receipt of the written grievance.

b. Level Two

The employee may refer the grievance to the Board within ten (10) working days or sixteen (16) calendar days, whichever is shorter, after the receipt of the Superintendent's written decision. The Board shall render its written decision within thirty (30) calendar days from the receipt of said grievance.

c. Level Three

- (1) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within thirty (30) calendar days after the grievance was received by the Board of Education and the grievance is based on an alleged misapplication, misinterpretation or violation of the Agreement, he/she may, within five (5) school days after the receipt of the Board's decision, request in writing that the Association submit his/her grievance to arbitration within fifteen (15) days after receipt of the request by the aggrieved person.

- (2) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties in interest are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties in interest shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- (3) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) calendar days of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues that are submitted to him. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which required the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the

Board and to the Association and shall be final and binding on the parties in interest.

**ARTICLE 6  
INSURANCE BENEFITS**

- A. For the full term of this contract, medical, dental, and prescription insurance shall be provided to employees on the same basis that is provided to teaching staff members.
- B. Individual members of the Association, will contribute, via payroll deduction, the following health insurance co-pays on an annual basis:

2006-2007	\$1000
2007-2008	\$1100
2008-2009	\$1200
- C. Individual members may elect to opt-out of his insurance coverages, as outlined by the Boards' IRS Section 125 Plan. If an individual member elects to opt out of coverage, he/she will receive 50% of the cost savings afforded to the Board by the individual premium reduction. Such payments will be made in two (2) equal installments on December 31 and June 30 of the respective fiscal year in which the coverage was waived.
- D. The parties agree to reopen negotiations on health insurance, at the request of either party, if health insurance is changed in any other collective negotiations unit in this District during the term of this Agreement.
- E. The Board shall provide and fully pay for an individual (up to twenty years) term life insurance policy in the face amount of \$300,000 for each member of the association. If an individual member wishes to continue coverage after termination/retirement from the association, he/she can transfer the policy to his/her personal self and make appropriate premium payments.

**ARTICLE 7  
SABBATICAL LEAVES**

- A. All personnel included in this Agreement shall be entitled to apply for a sabbatical leave.
- B. Applicants must state reasons in writing for requesting sabbatical leave. Priority will be given as follows:
  - 1. advanced studies;
  - 2. travel;
  - 3. other reasons for requesting sabbatical may be submitted for consideration.
- C. Application for sabbatical leave shall be forwarded to the Superintendent's Office on or before October 1 for the following school year. The Superintendent will submit his recommendation



for approval to the Board of Education for its December meeting.

- D. Personnel shall become eligible to apply for a sabbatical after they have completed six (6) years' service in the Spotswood Public Schools and have attained tenure in their current position.
- E. Seniority as a criterion will be used in the selection process only in instances where there is a tie as determined by the Superintendent of Schools.
- F. Upon application, no more than one of the personnel included in this unit shall be granted sabbatical leave during any two (2) year period, provided said personnel have met the established criteria.
- G. A sabbatical leave shall be for a maximum of one (1) year at up to 60% of salary.
- H. Personnel returning from sabbatical leave shall be placed on the salary schedule they would have achieved had they not been on sabbatical leave, and shall receive pension coverage and medical coverage while on leave.

I. As a condition of receiving a sabbatical leave, the employee will agree to serve in the Spotswood Public Schools for a minimum of two (2) years following the sabbatical. Any employee who fails to comply with this return service obligation must return to the Board the salary received during the sabbatical. This return service obligation may be waived by the Board at its discretion.

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#### **ARTICLE 8**

#### **PROFESSIONAL DEVELOPMENT**

- A. All employees shall be eligible to receive reimbursement of tuition cost under the terms of B. below for courses taken in a college or university on a graduate level pursuant to the following:
  - 1. Application for approval of courses is made in writing to the Superintendent before such course work is undertaken.
  - 2. The courses are undertaken not to produce a minimum credential for any position.
  - 3. The course(s) must relate directly to the employee's present assignment and certification and is (are) deemed to be of potential benefit to the district.
  - 4. Reimbursement for approved courses will be authorized when the employee presents a transcript indicating a minimum performance standard of B or its equivalent.
  - 5. The Superintendent's decision on all such applications shall not be grievable.
- B. 1. Each member of the Association is entitled of the sum of \$2900 per year 2006-2007, \$3,000 for the year 2007-2008, \$3100 for the year 2008-2009 for tuition and/or convention

expenses. Convention attendance and/or course work shall be subject to prior approval by the Superintendent. Unused funds cannot be carried forward to the following year. Members will be permitted to transfer unused funds from one member to another for the reimbursement of tuition only for the current year only.

2. An employee will be reimbursed only upon submission of an invoice, a college bill (or copy) and a transcript indicating satisfactory completion of graduate level studies.
3. The cost of courses not completed, or which are scheduled to be completed after resignation from the school system, shall be borne by the individual.

**ARTICLE 9**

**SICK LEAVE**

- A. The present procedure and policy concerning sick leave shall continue and shall include twelve (12) days of sick leave, cumulative for employees working a twelve (12) month calendar and (1) day per month for all other employees covered by this Agreement equal to contractual months.
- B. Employees newly employed after the beginning of any year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.
- C. Payment for Accumulated Sick Leave

The parties agree that there shall be payment for accumulated sick leave upon retirement or termination under the following provisions:

1. "Retirement" is defined as applying to, qualifying for, and receiving pension payments from T.P.A.F.
2. Sick leave days credited to an employee upon initial hire and earned in other school districts shall be deducted from the total accumulated sick leave days available for payment.
3. In order to be eligible for such payment, the employee must have had a minimum of fifteen (15) years service in the Spotswood School District.
4. Payment shall be at the following rates and maximum number of days:

Fiscal Year	Termination		Retirement	
	Number of Days	Rate per Day	Number of Days	Rate per Day
06-07	160	\$ 135	All Days Due	\$ 135
2007-2008	160	\$ 135	All Days Due	\$ 135

5. The maximum payment for sick days received by any one individual employee can receive upon retirement is \$15,000 in a calendar year. Members are entitled to purchase unused sick days, once in a given fiscal year, at the termination rate, as set forth above, not to exceed  $\frac{1}{3}$  of the total accumulated days in his / her sick day bank at any given time during a fiscal year. The retiree shall have the option to spread any payments due, over a 4 (four) year period at distribution rates that may or may not be equal. If a member dies during the term of this agreement, payment for any unused, accumulated vacation and sick days shall be made to the estate under the same contract provisions.

#### **ARTICLE 10 TEMPORARY LEAVE OF ABSENCE**

- A. In the event of death in the immediate family, an allowance of up to five (5) school days leave shall be granted. Immediate family may be considered father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild or any other relative or friend domiciled with the employee.
- B. 1. All employees shall be granted, upon request, up to three (3) days' leave per school year, without reduction in pay, for personal reasons. For the length of this contract, the members agree to sell back the 3 personal days for the sum of \$1800 per year for each of the years of the agreement. The \$1800 will be added to the salary guide after the agreed upon increment. This payment will be pensionable in accordance with applicable laws and promulgations.

#### **ARTICLE 11 Other Leaves of Absence**

Employees should be entitled to leaves of absences in accordance with the provisions of the Federal Family Medical Leave Act, or the New Jersey Family Leave Act, whichever is applicable.

#### **ARTICLE 12 MISCELLANEOUS PROVISIONS**

##### **A. PROFESSIONAL DUES**

Annually, each member of the association is entitled to \$1,600 (non cumulative and non-transferable) for professional association dues subject to approval of the Superintendent of Schools.

The Board will either pay the professional association on behalf of the respective member or reimburse the member for professional dues upon verification of payment.

**B. DOCTORATE REIMBURSEMENT**

If any member receives a doctorate degree while employed at the District, he/she will be reimbursed, on a one time basis, for expenses incurred with receiving said doctorate up to \$2,000. Appropriate written documentation to support the expenditures must be provided to receive the reimbursement.

**ARTICLE 13**

**EVALUATION OF EMPLOYEES**

**A. Objectives**

The objective of this system is to evaluate the effectiveness and the quality of performance of the employee in the execution of the duties of the position.

**B. Procedure**

1. Employees will be evaluated a minimum of three (3) times per year for nontenured personnel and a minimum of two (2) times per year for tenured personnel in accordance with state law.
2. Summary evaluations should be given to the employee no later than July 1, wherever possible, of each and every school year and shall consist of, but not be limited to, a compilation of all previous evaluations during the course of the year (period of year being defined as July 1 - June 30).
3. Evaluations shall be based upon performance plans established yearly by the Superintendent after consultation with the appropriate employee.

**C. Processes**

1. Written evaluations pursuant to A. and B. above shall be conducted openly and with full knowledge of the employee involved.
2. All evaluations shall be submitted to the employee after completion of said evaluation for employee review and signature, with said signature indicating that the employee has received copy of same, and with the understanding that said signature does not necessarily mean agreement with content. The employee shall have the right to affix any comments

and other supporting data to the evaluation form within seven (7) working days of receipt of same.

3. The employee shall receive a copy of his/her evaluation.
4. A conference shall be held between the evaluator and the employee being evaluated to review the content therein and the rationale for same.
5. No employee shall have an evaluation submitted to the central office or placed in his/her file without his/her knowledge, nor shall any employee be required to sign a blank or incomplete form.
6. Final evaluation of an employee shall be conducted upon termination of said employee's employment. Copies of any material placed in an employee's personnel file after termination shall be sent to the employee at his last known address, and the employee shall have the right to submit a response which shall be attached to the material at issue and placed in the file. If the employee does not submit a response, he shall sign a form indicating that he has received a copy of the material and shall return that form to the district.
7. An employee will not receive an automatic raise unless he has received a satisfactory evaluation. If an employee received an unsatisfactory evaluation and an increment is to be withheld, the Board of Education must inform the employee no later than April of the year in question.

#### **ARTICLE 14**

##### **SALARIES**

- A. For the term of this Agreement, the salaries of all employees employed by the district will be determined by evaluation by the Superintendent, and recommended to the Board of Education for approval, on the basis of the current evaluation system or other such systems to which the Superintendent and the Association shall agree and which the Board of Education shall adopt. (See ARTICLE 13).
- B. No employee shall be entitled to any extra compensation for performance of the duties of the position in which he is employed and every employee is expected to perform such duties at such times, before, during or after the school year as the duties of the position normally required.
- C. Employees' salaries shall be computed on a fiscal year basis July 1 to June 30. They are set forth in Appendix 1.
- D. Members will attend Board of Education meetings where there is a specific reason for

attendance, and only when requested by the Chief School Administrator.

E. Travel Reimbursement

Administrators shall be reimbursed for travel in their own vehicle on district business in accordance with the current IRS rate. All out-of-district travel requires advanced approval from the Superintendent.

- F. A meal stipend of \$12/meeting for evening meetings with the Board of Education, is available upon the submission of an appropriate voucher.
- G. A longevity payment will be provided for each year of service in the district after the 6th year, in the amount as follows: \$1,500 for 2006-2007; \$1500 for 2007-2008; \$1,500 for 2008-2009. An additional longevity payment will be provided for each year of service in the district after the 9th year, in the amount as follows: \$1,500 for 2006-2007; \$1,500 for 2007-2008; \$1,500 for 2008-2009. An additional longevity payment will be provided for each year of service in the district after the 14th year, in the amount as follows: \$1,500 for 2006-2007; \$1,500 for 2007-2008; \$1,500 for 2008-2009. All longevity payments will be pensionable, in accordance with applicable laws and promulgations.

The Board agrees to the following salary increases for the members:  
2006-2007 3.25% ; 2007-2008 3.25% ; 2008-2009 3.25%  
All salaries are reflected in the attached guide.

**ARTICLE 15  
REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE**

- A. An employee shall be reimbursed within the limits of E. below by the Board's insurance company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the employee while the employee was acting in the discharge of his/her duties within the scope of his employment. Each item for which compensation is requested must be reported to the Superintendent within three (3) days of the assault. This time limit must be met unless the employee is incapable of filing such report as a result of the assault.
- B. An employee shall also be reimbursed within the limits of E. below for malicious damage done to his/her passenger vehicle parked on Board of Education property, while that employee is required to be present on Board property as a function of his position as an employee. Reimbursement shall only be made for damage not covered by the employee's personal insurance carrier.
- C. The clothing or personal property damaged or destroyed shall have been of such a character that

would be considered common to the daily exercise of the employee's professional assignment.

- D. In order for an employee to be eligible for reimbursement under B. above, he/she must do the following:
1. Immediately, upon learning of the damage, inform the Superintendent.
  2. Allow the Superintendent to make a visual inspection of the damage.
  3. Obtain and present to the Business Administrator copies of repair estimates.
  4. Provide to the Business Administrator certification that said damage has been repaired and the cost of that repair.
  5. Complete required sections of the district and state vandalism report.
  6. Inform the Business Administrator of the terms of the employee's car insurance provisions.
  7. Provide the Business Administrator with a copy of the local police report.
- E. Payments under A. and B. above shall be limited to \$300 per occurrence. Total Board liability under A. and B. during the term of this contract shall not exceed \$3,500.





Schoenly  
School

Step	2005-2006	2006-2007	2007-2008	2008-2009
1	n/a	80000	80000	80000
2	n/a	82000	82000	82000
3	n/a	84000	84000	84000
4	n/a	86000	86000	86000
5	n/a	88000	88000	88000
6	n/a	90000	90000	90000
7	n/a	92000	92000	92000
8	92150	92150	92150	92150
9	n/a	96945	96945	96945
10	n/a	100037	100037	100037
11	n/a	103230	103230	103230
12	n/a	105000	105000	105000
13	n/a	106000	106000	106000
14	n/a	107000	107000	107000
15	n/a	108000	108000	108000

Appleby  
School

Step	2005-2006	2006-2007	2007-2008	2008-2009
1	n/a	83000	83000	83000
2	n/a	85000	85000	85000
3	n/a	87000	87000	87000
4	n/a	89000	89000	89000
5	n/a	91000	91000	91000
6	n/a	93000	93000	93000
7	n/a	95000	95000	95000
8	95565	95565	95565	95565
9	n/a	100471	100471	100471
10	n/a	103678	103678	103678
11	n/a	106989	106989	106989

12	n/a	107000	107000	107000
13	n/a	108000	108000	108000
14	n/a	109000	109000	109000
15	n/a	110000	110000	110000

Memorial  
School

Step	2005- 2006	2006- 2007	2007- 2008	2008- 2009
1	n/a	90000	90000	90000
2	n/a	92000	92000	92000
3	n/a	94000	94000	94000
4	n/a	96000	96000	96000
5	n/a	98000	98000	98000
6	n/a	100000	100000	100000
7	n/a	102000	102000	102000
8	n/a	104000	104000	104000
9	n/a	106000	106000	106000
10	n/a	108000	108000	108000
11	n/a	110000	110000	110000
12	110725	110725	110725	110725
13	n/a	116124	116124	116124
14	n/a	119839	119839	119839
15	n/a	123675	123675	123675

High  
School

Step	2005- 2006	2006- 2007	2007- 2008	2008- 2009
1	n/a	92000	92000	92000
2	n/a	94000	94000	94000
3	n/a	96000	96000	96000
4	n/a	98000	98000	98000
5	n/a	100000	100000	100000
6	n/a	102000	102000	102000
7	n/a	104000	104000	104000

8	n/a	106000	106000	106000
9	n/a	108000	108000	108000
10	n/a	110000	110000	110000
11	n/a	112000	112000	112000
12	114000	114000	114000	114000
13	n/a	119505	119505	119505
14	n/a	123330	123330	123330
15	n/a	127280	127280	127280

Asst.Prin/Director of  
Guidance

Step	2005- 2006	2006- 2007	2007- 2008	2008- 2009
1	n/a	88000	88000	88000
2	n/a	89000	89000	89000
3	n/a	90000	90000	90000
4	n/a	92000	92000	92000
5	n/a	94000	94000	94000
6	n/a	96000	96000	96000
7	98000	98000	98000	98000
8	n/a	102985	102985	102985
9	n/a	106274	106274	106274
10	n/a	109969	109969	109669
11	n/a	111000	111000	111000
12	n/a	112000	112000	112000
13	n/a	113000	113000	113000
14	n/a	114000	114000	114000
15	n/a	115000	115000	115000

All highlighted steps include \$1800 personal days  
buyout