

CONTRACTUAL AGREEMENT  
BETWEEN  
SIUSLAW EDUCATION ASSOCIATION  
AND  
SIUSLAW SCHOOL DISTRICT 97J  
LANE COUNTY, OREGON  
July 1, 2018 – June 30, 2020

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Preamble and Signatures

1. THIS AGREEMENT is entered into by and between the Siuslaw Education Association, hereinafter called the "Association" affiliated with OEA-NEA, and District 97J, Lane County, Oregon, hereinafter called the "District" or "Board."
2. WHEREAS the District and the Association recognize and declare that providing a quality education for the children of District 97J is the responsibility of the Board, and that the character of such education depends upon the direction of the Board and the work performance of the teaching service, and,

WHEREAS the members of the teaching profession are particularly qualified to carry out programs designed to improve educational standards set by the Board, and,

WHEREAS the parties have reached specific understanding on an agreement which they desire to confirm,

IT IS HEREBY AGREED AS FOLLOWS:

Cindi Ramsey 8/9/18  
For the Association Date

[Signature] 8/8/2018  
For the Board Date

## Article 1: Recognition

1. The District recognizes the Association as the sole and exclusive collective bargaining representative for all full-time and part-time (half-time or more) teachers employed by the District and those working in charter schools within the District attendance boundary.
2. Supervisors, confidential employees and substitute teachers are specifically excluded from the bargaining unit.

## Article 2: Successor Agreement

1. This contract shall be effective as of July 1, 2018, and shall remain in full force and effect up to and including June 30, 2020, and shall be binding upon the Board, the Association, and its members, and shall remain in full force throughout the contract period.
2. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
3. This agreement shall automatically be renewed from year to year following the above expiration date and shall be binding for additional periods of one (1) year unless either the Board or the Association gives written notice to the other no later than December 15 prior to the aforementioned expiration date of the Agreement, of its desire to modify the Agreement, for a successive term or to terminate the Agreement. In the event either party give such notice, this Agreement, together with all the terms, conditions, and effects thereof shall expire on the date indicated above.
4. Once the notice is provided according to Section 3, the parties agree to begin negotiations not later than February 1 of the year the contract expires. At the first negotiation session, the parties agree to mutually exchange proposals.

## Article 3: Status of Agreement

1. There shall be two signed copies of this full and final Agreement for the purpose of records. One shall be retained by the District and one by the Association.
2. The District shall maintain a copy of the District Policy Manual in the library and school office of each school building. If the Policy Manual is revised, each building will be provided updated copies. The Association President shall receive copies of all revisions.
3. The District will send an electronic copy of the contract to the Association. The Association will make electronic copies available to all members. The District shall supply paper copies to all new hires at the time the new employee signs his/her contract with the District.
4. This Agreement shall not be modified in whole or in part except by mutual written agreement between the parties.

#### Article 4: Captions

1. The use of article, section, or paragraph headings throughout this Agreement is intended for easy reference only and shall not be constructed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

#### Article 5: Separability

1. If any provision of this Agreement is held to be contrary to law by the courts, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
2. Upon request of either the District or the Association, the parties shall enter into negotiations to attempt to arrive at a mutually accepted replacement for any such specific provision that has been deemed to be null and void by such court ruling.

#### Article 6: Entire Agreement

1. This Agreement constitutes the sole and entire existing agreement between the parties.
2. Existing employment relations policies, rules and regulations not contrary to the terms of this Agreement shall remain in full force until, and if, modified by Board action. Revised employment relations, policies, rules and regulations reduced to writing shall be provided to the Association.
3. The Board specifically reserves the right to unilaterally change, eliminate or add to Board policy and practices as long as it does not conflict with the express terms of this Agreement.
4. Any issue arising out of the implementation of ESEA during the term of this contract that is not already covered by contract language will be subject to bargaining.

#### Article 7: Compliance between Individual Contract and This Agreement

1. Any individual contract between the Board and an individual teacher executed shall be subject to and not contrary to the terms and conditions of this Agreement. If such individual contract contains terms contrary to the terms of this Agreement, this Agreement during its duration shall be controlling.

#### Article 8: Work Day

1. The normal workday building hours for teachers shall be eight consecutive hours, inclusive of the half-hour lunch period. Full-time teachers shall be on duty and available for work on the school site or site otherwise designated by the District for such above period of time on days teachers are to report.
  - a. Teachers, in consultation with the building principal, may establish a standard start and end time to their day on an annual basis.
  - b. The exception to "a" above will be days where a staff meeting was scheduled at least twenty-four (24) hours in advance, on which days the employee will be present for the staff meeting.

2. Teachers shall receive a thirty-minute duty-free lunch period. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.
3. Classroom teachers shall, in addition to their lunch period, receive weekly preparation time of not less than 150 minutes\* during which they shall not be assigned to any other duties. Preparation time shall be used for work-related purposes only. \*A study group will determine the preparation time allotment for teachers as agreed to by the District and the Association by a Memorandum of Understanding with the goal to establish elementary preparation time not less than 150 minutes during the average student contact week with no time block less than 20 minutes.
4. In addition to normal building hours, teachers shall spend time outside of building hours to the extent necessary in preparation for classroom instruction and normal teaching duties such as parent conferences and open houses.
5. At the discretion of the building supervisor, teachers may be released twenty minutes early on Fridays or at last working day of the week if other than Friday.
6. If a classroom teacher receives less than the minimum guaranteed preparation time any week due to scheduling problems, the teacher shall receive an extra \$25 per week for lost preparation time.
7. If directed by the administration to cover another teacher's class during his/her preparation time, the covering teacher shall be compensated at his/her hourly rate.
8. Zero periods are enrichment classes offered prior to or following the regular student day. When the District decides to offer a "zero" period class it will post a notice of the class to be offered. Employees who are interested in teaching a "zero" period class may submit a statement of interest to the principal. The principal will assign staff to the "zero" period class based on those who have indicated an interest in teaching the class.  
  
The District will not unilaterally assign an employee to teach a "zero" period.
9. When only one or two courses need to be offered in a building but there is insufficient staff to cover, rather than hiring an additional teacher, the administration may solicit volunteers to teach an extra course during the employee's preparation period for a grading period. The administration will be limited to buying no more than two teacher preps per year per building. If more than 2 preps are needed per building an additional contracted teacher needs to be hired. Those agreeing to teach during their preparation period shall be paid at their hourly rate for the extra class.
10. During professional development time, a minimum of 60 minutes per month will be provided to staff to work on assessment of achievement data, grade/level/subject area, departmental, multi-grade level or cross-curricular meetings.
11. When it is necessary for employees to work past the scheduled work day for the attendance or IEP meetings, PBS meetings, EBIS meetings or any other meetings required by the District, employees may consult with the building principal to adjust their start and end times until such extra time is made up, except that no employee may begin or end their work day less than five minutes before or after the student day.

12. When the District is unable to secure a substitute and no other student coverage for a class is available (administrator or licensed staff on preparation or unassigned time) and an extra entire class is placed under the supervision of another teacher without additional assistance, such as Instructional Assistants or other adult, staff, to aid in managing the additional classroom load, the teacher has the option to submit a time card for the hourly substitution rate for the duration of the time of the additional responsibilities as a supplement to their regular wages.

#### Article 9: Work Year

1. The standard contract year for teachers shall be 191 days unless negotiated to be less than 191 days due to budget failure.
  - a. For the life of this contract the teacher contract years shall be 192 days. The daily rate has been added to each step to reflect that additional day worked. (B-2 and B-3) Non-school sponsored professional development on state-wide inservice will follow Articles 31 and 33.
  - b. The parties will determine whether or not the 192-day calendar continues beyond 2019-2020.
2. The following six paid holidays shall be included in the standard contract for teachers described in section 1 of this article: Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, New Year's Day, and Memorial Day.
3. The Association shall be given the opportunity to review and make advisory comments on the school calendar. The Association will receive the proposed school calendar at least four (4) weeks prior to the school board's final action on the calendar. The Association should make its comments in writing to the superintendent one week before the board's scheduled final action.
4. The District, at its discretion, will determine whether schools need to be closed due to inclement weather or other emergencies.
  - A. When inclement weather requires schools to be closed, teachers will not be required to work. The lost days will not be charged against other paid leaves. The District may adjust the school calendar to make up for lost days if necessary to meet state standards. If, however, the District does not choose to make up the lost days, teachers shall not be monetarily penalized.
  - B. When other emergencies require that schools be closed, teachers will not be required to work unless otherwise notified. If they are not notified to work, the lost days will not be charged against other paid leaves. If teachers are not required to report to work, the District may adjust the school calendar to make up for the lost days. If, however, the District does not choose to make up the lost days, teachers shall not be monetarily penalized.
5. If the number of working days, student/non-student days (185) are increased, the SEA and the District shall meet to determine the necessary salary adjustments.
6. Teachers will receive 8 hours for teacher directed work on the in-service days at the end of each quarter of the regular school year. Teachers will not be required to submit



grades until the end of the in-service grading day. The building administrator may extend this deadline through the weekend. Any potential meetings that the District Office or the Administration would like to schedule on the in-service days at the end of each quarter of the regular school year must have prior approval from the Association.

#### Article 10: Vacancies and Transfers

##### 1. Vacancies

- A. The District endeavors to fill vacancies, including vacancies in supervisory positions, from within its own staff. Whenever a vacancy arises, the Superintendent shall post notice of the vacancy on a bulletin board in each school building and send an electronic copy to the Association President.
- B. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
  - 1. Any vacancy occurring during the summer shall be posted at the District Office, posted on the District Website and an e-mail will be sent to the District staff.
  - 2. Teachers with specific interests in possible vacancies will notify the District Office of their interest, in writing, during the regular weeks of school and shall include a summer address and phone number.
  - 3. Should a vacancy occur, the teacher who expressed an interest in said position or a similar position shall be notified by the District by personal phone contact or registered mail. If notified by phone, the teacher will have five calendar days to indicate his interest in said position. If notified by registered mail, the teacher will have 14 calendar days from the time of the mailing to indicate his interest in the position. Failure to respond by the end of the timeline terminates any District responsibility to consider the teacher for the vacancy. All current unit members who indicate an interest in the position shall receive an interview.
  - 4. The District shall provide written notice of non-selection to any teacher applicant for a vacancy. If the denial was based upon certification, such notice shall so indicate.

##### 2. Voluntary Transfers

- A. For the purpose of this Article, a voluntary transfer shall be any teacher-initiated request for change in grade, subject and/or building assignment.
- B. Requests for voluntary transfers shall be made in writing to the District Office with copies to the appropriate building principal(s). Such requests shall set forth the reasons for the desired transfer and the grades(s), subject(s) and/or building(s) sought. All current unit members who indicate an interest in the position shall receive an interview.

- C. The District shall provide written notice of non-selection fifteen days from the posted closing date to any teacher applicant for a transfer. If the denial was based upon certification, such notice shall so indicate.

3. Involuntary Transfers

- A. For purposes of this Article, an involuntary transfer shall be any District-initiated change in grade, specialty, subject and/or building assignment.
- B. Voluntary transfers shall be solicited prior to the involuntary transfer of any member. If an involuntary transfer is deemed necessary, the least senior appropriately licensed employee (s) will be selected and the District shall provide written notice to the affected teacher with a copy to the Association President. Such notice shall contain a written statement of the reasons for the involuntary transfer and be given at least ten working days prior to the effective date of the transfer.
- C. Involuntary transfers shall not be used as a form of discipline.

Article 11: Substitute Teachers

- 1. The Board and the Association recognize that the responsibility of substitute selection rests solely with the District. A teacher may advise his supervisor of his preference in this area.

Article 12: District Rights

- 1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the District exclusively retains all their customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the District or any part of the District. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, and the District exclusively retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.
- 2. Without limitations, but by way of illustration, the exclusive prerogatives, functions, and rights of the District shall include the following:
  - A. To manage and control the District, its facilities, and its operations and to direct the working forces and affairs of the District.
  - B. To continue its rights of assignment and direction of work to all of its employees, assignment of work schedules, days of work and workloads.
  - C. To hire, promote, discipline and discharge employees, evaluate and transfer employees, and determine the size of the work force.
  - D. To determine the services, supplies, equipment, and facilities necessary for its operations and to determine the methods and standards of operational goals, the means, methods and processes of carrying on the work or changes therein and the institution of new or improved methods or changes therein.
  - E. To adopt, put into effect and enforce rules, policies and regulations.

- F. To determine the policies affecting selection and training of employees.
- G. To set educational policies, determine curriculum, select textbooks and other teaching aids.

### Article 13: Association Rights and Responsibilities

1. Upon request, the District agrees to furnish to the Association those public documents containing the information which is necessary for its functioning as the exclusive bargaining representative.
2. Whenever any authorized representative of the Association or any teacher is required by the District during regular working hours to participate in scheduled grievance procedure meeting with District supervisors, he shall suffer no loss of pay to which he would otherwise have been entitled.
3. Upon advance request, the Association has the right to use certain District equipment with the building supervisor's permission, such as typewriters, duplicating equipment, calculators, computers, fax machines, and some audio-visual equipment at reasonable times when such equipment is not otherwise required for regular District use. The Association shall pay for the reasonable actual cost of all materials and supplies incidental to such use, and for any repairs or replacements necessitated as a result thereof. The Association shall have the right to use school facilities and buildings with prior notice to the building principal and as long as there is no interference with District use.
4. The Association shall have the right to use the interschool mail facilities and school mail boxes to distribute its material. Any postage if required, shall be the responsibility of the Association. The Association will be able to use the District e-mail system for Association business within the requirements of the law and as long as the e-mail is clearly identified as being from the Association.
5. The Board agrees that the Association representatives, or subcommittee thereof having business, other than negotiations, or contract administration, can be placed on the board agenda in the same manner as any other citizen of the District.
6. A copy of the board meeting minutes, board agendas and any proposed policy changes, shall be sent to the Association President.
7. The Association shall be granted five workdays of Association leave each contract year. Any portion of such leave not utilized may accumulate. The cost of substitutes, plus fixed charges, shall be paid by Association. Such leave shall be requested at least five workdays in advance of the projected absence.
8. The Association agrees to indemnify and save the Board, all administrators, and District agents harmless against any and all claims, demands, costs, suits or other forms of liability and all court costs that may arise out of, or by reason of, action taken by the District for the purpose of complying with this Article.
9. The Association shall have suggested input into the development of the opening day inservice and time on the agenda as well as time on the agenda of the new hire inservice, if held.

10. The Association shall be given names and addresses to all new hires within ten days of hire.

#### Article 14: Teaching Conditions

1. The Board shall make available in each school restrooms and telephone facilities for teacher use, and at least one room which shall be reserved for use as a faculty lounge.
2. Each building will have a technology hub. Said positions shall be posted. When an employee is hired for the technology hub position, the building will be notified who to contact for technical assistance.

#### Article 15: Personal Freedom

1. The personal life of a teacher outside his employment responsibilities is not an appropriate concern or attention of the Board, provided that such aspects of personal life do not interfere with his effectiveness as a teacher in this community.
2. Intellectual Property
  - a. The ownership of any materials, processes, or inventions developed solely by an employee's individual effort, time and expense shall vest in the employee. If copyrighted or patented, it will be done by the employee in the employee's name.
  - b. The ownership of materials, processes, or inventions produced solely for the employer, using employer supplied materials, and on the employer's time shall vest in the employer.
  - c. In instances where material, processes, or inventions are produced by an employee with employer support and knowledge or by way of use of significant time, facilities, or other employer resources, the ownership of the materials, processes, or inventions shall vest jointly with the employer and employee designated by written agreement between the employer and employee prior to production. In the event there is no such written agreement executed, the ownership shall vest with the employee.
  - d. No employee may require students to participate in the development or testing of materials, processes, or inventions outlined in this section. Any involvement of students must be voluntary and first cleared with the administration.

#### Article 16: Strike/Work Action

1. During the term of this Agreement, the Association will not cause, initiate, join or participate in any strike or work stoppage against the District as a result of any dispute between the District and the Association or any other individual, group, or entity.
2. For the duration of this Agreement, the District will not lock out any bargaining unit member as a result of any dispute between the Association and the District or any other individual, group, or entity.

## Article 17: Maintenance of Classroom Control and Discipline

1. A definition of the duties and responsibilities of all administrators, teachers, and other certified personnel pertaining to student discipline shall be reduced to writing by the District and distributed to each teacher at the start of each year. In addition, copies of any building policies on student discipline shall be provided to all staff at the start of each year. New staff members shall receive specific orientation on student discipline procedures during the fall in-service period.

2. Disruptive Students

When in the judgment of a teacher, a student's behavior is seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom, immediately notifying the administrator/office of such exclusion, and refer him/her directly to the school office. The principal, or other designated administrator, shall be responsible for arranging, as soon as possible, a conference between the interested parties to discuss the problem and decide upon appropriate steps for its resolution. The teacher shall be provided a written response of the action taken on the referral. During the period of exclusion, the student shall not be the responsibility of the teacher unless otherwise specified.

## Article 18: Liaison Committee

1. In order to maintain open communications between the Administration and the Teachers, a Liaison Committee shall meet if requested by either party. This committee shall consist of the Association's president, vice-president, building representatives, and such other personnel as designated by the District. The committee shall meet to review and discuss current school activities and procedures and the administration of this Agreement. Times and places of such meeting shall be designated by the Superintendent and the SEA President shall be notified in advance of such decision.

## Article 19: Grievance Procedure

1. Purpose: To secure at the lowest possible level an acceptable solution to a grievance.
2. Definitions:
  - A. Policy Grievance. A complaint by an employee or group of employees or the Association that he/she (or they) has (have) been treated inequitably by reason of any act or condition which is contrary to established employment relations, school Board policy or administrative practice governing or affecting employees.
  - B. Contract Grievance. A complaint by an employee or group of employees or the Association that there has been to him/her (or them) a violation or inequitable application of any provision(s) of the contract.
  - C. Aggrieved. The person or persons who has the grievance and is presenting the complaint.
  - D. Immediate Supervisor. The person who has direct administrative or supervisory responsibilities over the aggrieved and the authority to resolve the grievance.
  - E. Employee. An employee in the bargaining unit.

F. Days. A contractual day when the teacher is required to be in attendance.

3. Provisions:

- A. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the District to submit a reply within the specified time limits shall permit the aggrieved to proceed to the next level.
- B. The aggrieved may be represented at all stages of the grievance procedure by himself or at his option his appointed representative. The Association may appear upon request to hear the grievance appeal if not selected as the aggrieved's representative.
- C. Steps of the grievance procedure may be waived by mutual consent on a case by case basis, if the parties agree that such action would benefit a resolution.
- D. All documents pertaining to the actual processing of a filed grievance shall be maintained in file separate from the employee's personnel file.
- E. The grievance form shall be the document attached hereto as Appendix A. Blank grievance forms shall be kept in each building.
- F. There shall be no reprisal taken against any bargaining unit member for use of or involvement in this grievance procedure.
- G. Grievance meetings shall be closed except to the grievant, the Association, the District and their designated representatives.

4. Levels of Grievance Procedure:

Step 1 – Contract and Policy Grievance. The aggrieved shall discuss the grievance with his/her immediate supervisor or building principal within fifteen (15) working days from the occurrence thereof or of the employee's first knowledge thereof. Such supervisor shall respond to the grievance as quickly as reasonable but no later than fifteen (15) working days after the grievance is first discussed.

Step 2 – Contract and Policy Grievance. If the grievance remains unresolved after Step 1, the aggrieved shall submit the grievance in writing to the immediate supervisor with a copy to the Superintendent within ten (10) working days from the receipt of the immediate supervisor's Step 1 response. Such written grievance shall include: (a) clear statement of the grievance and relevant facts, (b) specific identification of the specific article or portions thereof allegedly violated, (c) a clear statement of the specific remedy sought, and (d) specific identification of the affected employee(s). Such supervisor shall respond to the employee in writing within ten (10) working days from receipt of the grievance.

Step 3 – Contract and Policy Grievance. If the grievance remains unresolved after Step 2, the aggrieved shall submit the grievance in writing to the Superintendent within ten (10) working days from the receipt of the immediate supervisor's Step 2 response. The

superintendent or his designee shall meet with the employee's immediate supervisor and the employee within ten (10) working days from the receipt of the grievance. Pursuant to the hearing and a review of the correspondence and relevant facts, the Superintendent or his designee shall respond to the grievance in writing within five (5) working days of the meeting.

Step 4 – Contract and Policy Grievance. If the grievance remains unresolved after Step 3, the aggrieved shall submit the grievance set forth in Step 2 in writing to the School Board within five (5) working days from the receipt of the Superintendent's Step 3 reply. Within five (5) working days of the receipt of the grievance the School Board will notify all persons of a hearing to be held within ten (10) days of such notice. The Board shall hear arguments, review correspondence and relevant facts of the Superintendent and the aggrieved and respond to the grievance in writing within five (5) days of the hearing. The decision of the Board on a policy grievance shall be final and binding.

Step 5 – Contract Grievance Only. If, within five (5) working days from the receipt of the School Board's reply, a contract grievance remains unresolved, the contract grievance as set forth in writing in Step 2 may be submitted to an arbitrator with consent of the Association in accordance with the following procedures:

- (A) A list of five (5) members of the American Arbitration Association shall be requested from the State Conciliation Service and the parties shall alternately strike one name from the list until only one name remains. The Association shall strike the first name. The one remaining shall be the arbitrator.
- (B) The arbitrator shall render a written decision within thirty (30) calendar days from the date of the close of the formal hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the District where the District has not negotiated and limited its authority on the matter or condition. The decision of the arbitrator within these stated limits shall be final and binding on the parties.
- (C) Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.
- (D) The grievance procedure concluding in binding arbitration shall be the sole and exclusive means to resolve disputes over the interpretation and application of this contract.
- (E) Any question of arbitrability shall first be ruled on by the arbitrator selected to hear the grievance. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

## Article 20: Teacher Evaluation

1. Teachers will be provided a written copy of the evaluation process as defined in the Professional Growth and Evaluation Handbook during in-service week at the start of each school year. New teachers will be provided with 4 hours of training the Friday before in-service by the district and union on information in the Professional Growth and Evaluation Handbook. Teachers will be paid for this training.
  - a. The District will comply with ORS 342.850, ORS 342.856, and the District's evaluation policy which will not be changed except by mutual agreement, including individual evaluation plans for each job category.
  - b. When the evaluation policy is up for review or change, an evaluation committee with four (4) administrative appointed representatives and four (4) Association appointed representatives. Regardless of the number, the parties intend to have equal numbers of representatives.
  - c. The evaluation committee will develop the criteria, program, and expectations of the teacher mentor program.
2. All teachers shall be evaluated in accordance with the District evaluation process which is outlined in the Professional Growth and Evaluation Handbook. No change in the evaluation policy or procedures shall be effective until it has been approved by the Evaluation Committee and the Board. Should the District move to electronic evaluations, teachers shall receive hard copies of all documents. Electronic evaluations shall be afforded the same confidentiality protections as print evaluations.
3. The evaluation process will follow the dates outlined in the Professional Growth and Evaluation Handbook.
4. No teacher will be required to sign a blank or incomplete evaluation form.
5. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the file copy of the evaluation report to be placed in his personnel file. The teacher may file a grievance if the process was not followed and be allowed to repeat the current evaluation cycle.
6. When evaluations identify performance deficiencies in either probationary and contract teachers, the evaluator will move the teacher into an appropriate improvement cycle based upon their contract status as defined in Professional Growth and Evaluation Handbook; however, no Program of Assistance will last less than forty-five (45) calendar days except as noted below. The teacher will have an opportunity to discuss the program of assistance with the evaluator before it begins. Upon their written request, teachers may have representation present during a program of assistance meeting.
  - a. Program of Assistance is a formal process of more intensive supervision and assistance designed to focus on needed improvements with respect to the District's performance standards. A Program of Assistance shall be implemented prior to any decision by the District to terminate employment where classroom performance standards have allegedly not been met.



- b. It is understood a Program of Assistance is initially for the improvement of instruction and is limited to District/TSPC standards for classroom performance. The deficiencies and corrections shall be written as specifically as possible.
  - c. A Program of Assistance is not to be used to discipline employees and any disciplinary action will follow the standards of due process and progressive discipline.
  - d. Nothing in this Article shall relieve a teacher from his/her responsibility to maintain satisfactory performance levels in all areas related to effective fulfillment of teaching responsibilities, whether or not previously identified as an area of weakness.
  - e. A teacher who is to be placed on a Program of Assistance will be notified in writing in advance with a copy to the Association.
  - f. The Program of Assistance will be developed by the evaluator with input from the employee and, at the employee's request, the Association.
  - g. All follow-up meetings with employees on Program of Assistance shall be held at the end of the student contact day unless the employee has the last period as his/her preparation time in which case it can be held during the preparation time.
  - h. All documents relating to the Program of Assistance may be removed after five (5) years upon written request of the employee and concurrence by the superintendent.
8. The use of peer assistance during programs of assistance is voluntary. No verbal or written records resulting from peer assistance will be used in any nonrenewal or dismissal hearing unless mutually agreed to by the district, the teacher on the program of assistance, and the peer assistance teacher.
  9. Contract and probationary teachers will be notified in writing of non-renewals and non-extensions by March 15. Those being non-renewed or non-extended shall be notified verbally no later than March 1.
  10. The District and the SEA explicitly agree that the standards, substance, and results of evaluations are not subject to grievances or arbitrations as a Contract Grievance under Article 19 Grievance Procedure. Contract teacher dismissals have appeal rights to the Fair Dismissal Appeals Board.

#### Article 21: Just Cause

1. Beginning with his/her second year of employment with the District no teacher shall be disciplined and no contract teacher shall be dismissed without just cause provided that the appeal of disciplinary action shall be limited to the procedures
2. A probationary teacher who is dismissed or nonrenewed may appeal such action with the procedures provided in the Accountability for Schools for the 21<sup>st</sup> Century Law and Board policy only.

3. A probationary teacher who is disciplined (short of dismissal or nonrenewal) may appeal such action only in accordance with the Policy Grievance Procedure in Article 19 Grievance Procedure of this agreement.
4. If a teacher believes that a meeting may lead to discipline such as reprimands or suspensions, he may request representation (except for evaluation meetings or conferences). No further investigatory action with respect to the teacher will take place until a representative is present. In no event shall the meeting be delayed by more than twenty-four (24) hours so the representative of the teacher's choice can be present. However, this does not diminish the District's right to reassign a teacher until such a meeting is held.

## Article 22: Complaint Procedure

Definition: A complaint is a negative remark or criticism made against an employee.

### 1. Procedural Requirement-Notification

Any complaint regarding a teacher made to any member of the administration by any Board member, parent, student or other person which does or may influence the evaluation of the teacher shall be processed according to this procedure.

- A. Teachers shall be advised of any oral complaint only if the administration determines such is needed. Nothing in this section is intended to restrict any administrator from independently verifying information reported through this procedure. If the teacher is not advised of the complaint within five (5) days of the time it is received, it cannot be used.
- B. A copy of any written complaint shall be provided to the teacher within ten days of receipt of such complaint, subject to the open records law.

### 2. Meetings

- A. Whenever agreeable and feasible, the principal shall attempt to arrange a meeting between the complaining party and the teacher to discuss the matter. If the complaint is not resolved as a result of this first meeting, or if no meeting is held, the principal and teacher shall meet to attempt to resolve the matter.
- B. Any complaint which the administration chooses not to discuss with the teacher or refer to any outside agency or third party shall not be considered in the teacher's evaluation and shall not be used against the teacher in any subsequent action by the District.

### 3. Right to Representation

The teacher shall have the right to be represented by a representative at any meetings or conferences regarding such complaint.

4. Nothing in this Article shall be construed so as to prevent the District from reporting suspected criminal activity to the proper authorities.
5. The provisions of this Article apply only to formal complaints among members.

6. The provisions of this Article do not apply to allegations of discrimination or harassment filed in accordance with the grievance procedures set forth in District policy governing the applicable.

#### Article 23: Reduction in Force

1. Notice: When the Board, in its discretion, determines that a reduction in force is necessary, it shall notify the affected teachers, if any, and the Association as soon as possible. Such notice shall include the reasons for the reduction and the proposed timelines. If grieved, the reasons for the layoff and/or the proposed timelines will be treated as a policy grievance only.
2. Lay-Off Criteria and Definitions
  - A. The District shall follow the guidelines in ORS 342.934 (2) to determine layoffs except as modified below.
  - B. When determining teachers to be retained, the District shall consider licensure, seniority, and competence.
  - C. Licensure means the teacher has the proper T.S.P.C. license to fill the remaining positions. N.T.E. endorsements will count only if the teacher taught in the endorsement area in the District in the last ten (10) years.
    1. A teacher shall be considered licensed if he/she meets  
The requirements/qualifications established by the Oregon Department of Education (ODE) and the Teacher Standards and Practices Commission (TSPC) or appropriate licensing board.
  - D. Seniority means length of service in the District from the first day of contracted work. Seniority does not accrue, but is not broken during an approved unpaid leave of absence. When multiple teachers begin the same day, seniority is determined by lot and the time of hire.
  - E. Competence means:
    - 1) A teacher (including specialists) has taught in the District in the subject area, grade level, or school level (K-8 or 9-12), within the last ten (10) years;
    - 2) A teacher is not on a program of assistance on the date the layoff is announced to the Association; and/or
    - 3) A teacher who is licensed or has an endorsement for a position but has not taught in the subject area, grade level, or school level (K-8 or 9-12) in the last ten (10) years of the date the layoff is announced to the Association and is willing to take and complete additional training and/or education as determined by the District. Costs for the additional training and/or education will be covered under Article 31 Tuition Reimbursement of this agreement.
    - 4) A teacher who has not received three (3) "basic" ratings on the most recent performance evaluation, or a teacher who has not received two (2) "does not meet" ratings on the most recent performance evaluation, or a

teacher who has not received a combination of one (1) "basic" and (1) "does not meet" ratings on the most recent performance evaluation.

3. Recall

Members who are laid off shall be eligible for recall up to 27 months under the following conditions:

- A. A recall will be initiated as soon as possible after the resolution of the reason for the layoff.
- B. Teachers will be recalled in reverse order of layoff. At the District's discretion, teachers who were on a program of assistance at the time of layoff will be placed on a plan upon their return.
- C. No vacancy in a bargaining unit position shall be filled until all laid-off members have been offered recall to positions for which they qualify. However, a teacher who is licensed or has an endorsement for a position but had not taught in the subject area, grade level, or school level (K-8 or 9-12) in the last ten (10) years of the date the layoff was announced to the Association must be willing to take and complete additional training and/or education as determined by the District. Costs for the additional training and/or education will be covered under Article 31 Tuition Reimbursement of this Agreement.
- D. All rights and benefits, including seniority, to which a teacher was entitled at the time of lay-off will be restored upon recall to employment, and he will be placed on the same step of the salary schedule as when the layoff occurred. However, a teacher will be granted a step of experience if he taught 135 days or more under a contract during the school year in which he was laid off.
- E. In the event of a recall, the District shall notify a teacher of recall by personal phone contact or registered letter at the last address given to the District by the teacher. The teacher shall have 14 calendar days from the date the personal phone contact was made or the letter was mailed to notify the District of his intent to return. The teacher must be able to return to work within 60 calendar days of his notification to the District. Failure to respond to the District within 14 calendar days or return to work within 60 calendars days terminates the teacher's right to recall.

4. Closure

The employment relations between the bargaining unit members and the District shall continue during the period of school closure. During such a school closure the District acknowledges that bargaining unit members are temporarily laid-off rather than dismissed or non-renewed because of a budget failure during the period of any such school closure, and agrees to recall, pursuant to the lay-off and recall paragraph, members to duty upon obtaining funds sufficient to continue operation, except for programs and personnel terminated during closure. For programs and personnel terminated during closure, the District shall reduce staff in accord with Sections 2 and 3 above.

5. Grievances

Grievances over layoff or recall shall be subject to the contract grievance procedure contained in this contract, including binding arbitration; however, the reasons for the layoff and/or the proposed timelines will be treated as a policy grievance only.

6. Seniority List

At least annually, the District agrees to provide the Association with a list of all certified employees, including their dates of hire and areas of licensure.

Article 24: Personnel Files

1. Personnel files shall be confidentiality in accordance with ORS 342.850 (8). A teacher and/or his designated representative may inspect his personnel file. There shall be one official personnel file at a designated site. A teacher may make a copy of his personnel files at his own cost.
2. A teacher shall be provided a copy of all items placed in his personnel file. A teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The teacher may attach a statement of rebuttal to any document placed in the file.
3. Personnel files shall be kept confidential. Should the District move to electronic files, it shall maintain the same confidentiality as with hard copy files.

Article 25: Salaries

1. The index shown in Appendix B shall remain in effect during the term of this Agreement.
  - a. The 2018-19 salary schedule shall be implemented as listed in Schedule B-1 and shall represent a one percent (1%) increase over the 2017-18 salary schedule. Employees on staff in 2017-18 will remain at the same number in 2018-2019 as 2017-18.
  - b. The 2019-20 salary schedule shall represent a two percent (2) increase over the 2018-19 salary schedule.
    2. Step increases indicating years of teaching experience shall be awarded for those eligible. (A teacher must teach for at least 135 days in a given year in accordance with PERS criteria for a year of service to be eligible for a step advancement.) Teachers eligible to move to a different pay column based upon continuing education credits shall be moved to the proper column reflecting the teacher's current educational status. Column moves on the salary schedule recognizing continuing education shall be awarded during the duration of this contract.
3. The District shall "pick-up", assume, and pay the 6% employee contribution required by ORS 238.200 and section 32 of HB2020. The full amount of required employee contributions/payments "picked-up" or paid by the District on behalf of employees pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS

237.005 (20) and Section 1(16)(b)(F) of HB2020 with respect to PERS/OPSRP for the purposes of determining an employee member's "final average salary" within the meaning of ORS 237.005 (8) and Section 10 of HB2020, but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Any amount picked up shall be considered to be employee contributions for all purposes under Chapter 238 and HB2020. Pursuant to Section 34 (1) and Section 34(2) (a) of HB2020, the parties agree that employee compensation has been reduced in order to generate the funds needed to make these employee contributions; the employer will file any required notices with the Public Employees Retirement Board.

#### Article 26: Extra Duty Assignments

1. The pay schedules for all the District extra duty assignments are found attached to this article as schedules A, B, C, D & E. All extra duty percentage salaries will be computed using the base salary for that year.
2. The District retains the sole authority to determine the positions and the right to appoint, retain, or terminate the personnel assigned to the positions listed in this article at will.
3. Compensation for all bargaining unit members who perform contract extra duty shall be determined by the extra duty schedule.
4. Each contract duty person shall have the right to choose to be paid in twelve equal monthly payments or in one lump sum following completion of the extended responsibility.
5. Head coaches from another district will receive two years of credit for every three years of previous head coaching experience (maximum of three years granted). Assistant coaches from another district will receive one year of credit for every two years of previous coaching experience in the same coaching field (maximum of three years granted).
6. Coaches listed on the extra duty schedule who are involved in Oregon School Activities Association (O.S.A.A.) or other state competition beyond the regularly scheduled district-level competition shall receive the following extended compensation.

<u>Head Coaches</u>	\$175.00 per week
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<u>Assistant Coaches</u>	\$150.00 per week
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The District will decide the number of coaches who will receive extended pay. The pay for these coaches ceases upon elimination of the team or last individual from competition.

7. In addition to his extra duty pay the High School Athletic Director shall not be assigned more than four (4) classes, which includes a prep period to allow him time during the school day to perform his assigned duties. The Middle School Athletic Director shall not be assigned more than six (6) classes, which includes a prep-period. If a Reduction in Force occurs, the athletic director may be assigned a regular teaching load at the District's discretion or may be used as an in-district substitute not more than 90 school days with no regular teaching assignment.

8. The Principal in consultation with the Athletic Director will conduct a formal evaluation of all head coaches following their extra duty assignments.
9. First year teachers shall be provided mentor teachers. Mentor positions shall be posted and those hired shall participate in training and complete requirements developed by the evaluation committee in order to be eligible for the mentor stipend.

A. Coaches Salary Schedule

<u>Experience</u>	<u>0-2 Years</u>	<u>3-5 Years</u>	<u>Over 5 Years</u>
<u>Football</u>			
HS Head	12.0%	14.0%	17.0%
Asst.	9.0%	12.0%	14.0%
MS	6.0%	8.0%	10.0%
<u>Cross Country</u>			
Head	12.0%	14.0%	17.0%
MS	6.0%	8.0%	10.0%
<u>Volleyball</u>			
HS Head	12.0%	14.0%	17.0%
Asst.	9.0%	12.0%	14.0%
MS	6.0%	8.0%	10.0%
<u>Track</u>			
HS Head	12.0%	14.0%	17.0%
Asst.	9.0%	12.0%	14.0%
MS	6.0%	8.0%	10.0%
<u>Baseball/Softball</u>			
HS Head	12.0%	14.0%	17.0%
Asst.	9.0%	12.0%	14.0%
<u>Golf</u>			
HS Head	10.0%	13.0%	15.0%
Asst.	6.0%	8.0%	10.0%
<u>Basketball (Girls &amp; Boys)</u>			
HS Head	12.0%	14.0%	17.0%
HS Asst.	9.0%	12.0%	14.0%
MS – 7 <sup>th</sup> /8 <sup>th</sup> Grade	6.0%	8.0%	10.0%
<u>Wrestling</u>			
HS Head	12.0%	14.0%	17.0%
Asst.	9.0%	12.0%	14.0%
MS	6.0%	8.0%	10.0%
Fall Rally Advisor	9.0%	12.0%	14.0%
Winter Rally Advisor	9.0%	12.0%	14.0%
<u>Forensics</u>	9.0%	12.0%	14.0%



B. Extra Duty Assignments – District

Music Director: Instrumental –	High School	15.0%
	Middle School	5.0%
Music Director: Vocal –	High School	6.0%
	Middle School	3.0%
Athletic Director:	High School	24%
	Middle School	20%

Mentor Teachers: \$1,000 per year

Twilight Site Supervisor		
<u>0-5 Years Program Experience</u>		<u>6 + Years Program Experience</u>
\$40.00 per hour		\$45.00 per hour

Twilight Site Instructor			
<u>0-5 Years Program Experience</u>	<u>6-9 Years Program Experience</u>		<u>10+ Years Program</u>
\$25.00 per hour	\$30.00 per hour		\$35.00 per hour

Other Title After School Program Instructor			
<u>0-5 Years Program Experience</u>	<u>6-9 Years Program Experience</u>		<u>10+ Years Program</u>
\$25.00 per hour	\$30.00 per hour		\$35.00 per hour

C. Extra Duty Assignments – High School

1. Event Management: Workers such as ticket sellers, tickets takers, gate supervisors, crowd supervisors, et. al., shall be paid \$20 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
2. Game Officials: Workers such as chain crews, line judges, timers, scoreboard operators, scorekeepers, announcers, statistics, camera operators, et. al., shall be compensated up to \$20 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
3. Prom Advisor 3.0%
4. Drama/Musical Productions 6.0% per production
5. Annual 7.0%
6. Knowledge Bowl Advisor 3.0%
7. Electric Car/Auto Competitions 3.0%
8. High School Department Chair 3.0%
9. Competitive-Culinary Arts 3.0% (minimum 3 events per year required)

- 10. Extra or Co- Curricular assignment 3.0%  
 Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day.
- 11. Leadership 3.0%
- 12. TAG 3.0%
- 13. Robotic Coach/ROV Paid at hourly rate for events/competitions
- 14. PBIS 3.0%

D. Extra Duty Assignments – Middle School

- 1. Event Management: Workers such as ticket sellers, tickets takers, gate supervisors, crowd supervisors, et. al., shall be paid \$20 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
- 2. Game Officials: Workers such as chain crews, line judges, timers, scoreboard operators, scorekeepers, announcers, statistics, camera operators, et. al., shall be compensated up to \$20 per contest or event shift given that such funds are available and are hired at the discretion of the Board. In the event that funds are not available, workers can elect to volunteer without compensation.
- 3. PBIS 3.0%
- 4. Annual 3.0%  
Newspaper Advisor 3.0%
- 5. TAG (6-8) 3.0%
- 6. Outdoor Education—For preparation for activities  
 Director 8.0%  
 Assistant 5.0%
- 7. Drama/Musical Productions 6.0%
- 8. Leadership 3.0%
- 9. Middle School Grade Level  
 Lead Teacher 3.0%
- 10. Robotics Coach/ROV paid at hourly rate for events/competitions

11. Extra or Co-Curricular assignment 3.0%

Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day.

E. Extra Duty Assignments – Elementary & Primary Schools

1. Grade Level Lead Teacher 3.0%

2. Extra or Co- Curricular assignment 3.0%

Assignment must be a directive of an Administrator and include a minimum of 3 events or competitions during the school year in which the events or competitions are scheduled beyond the contracted work day.

3. Outdoor Adventures—For Preparation for activities 3.0%

4. PBIS 7.0%

5. TAG 4.0%

## Article 27: Placement/Payroll

1. Teachers entering the system beginning with the 2018-2019 contract year shall be given full credit for the first ten years of teaching in any public school or any Oregon private or independent charter school. Two half-years are equal to one full year of teaching. A maximum of ten years teaching experience may be allowed. The Board reserves the right to exceed the normal ten-year allowable experience credit for teachers new to the District when, upon recommendation of the Superintendent and because of extenuating circumstances, such action shall be deemed to be in the best interests of the District. However, under no circumstances will an employee be granted more than their actual years of service
2. If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school session.
3. Any balance in the Board's contractual salary, due a teacher, shall be paid by July 31 of each year pending monthly draws.
4. Salary advance may be made in the following manner:
  - A. A salary advance of \$1000 before taxes may be made after a teacher has worked three weeks with the check to be cut at the mid-September payroll date. The payroll clerk shall have been notified within five days after commencing the annual school calendar.
  - B. In addition to the regular pay a salary advance equal to 90% of one full month's pay may be made in each December and April. The 10% of one full month's pay held will be used to pay incurred voluntary employee liabilities (Aflac, American Fidelity, etc.) Any amount not used for incurred liabilities will be paid with the employee's final paycheck. The payroll clerk shall have been notified in writing on the appropriate District form on/or before the 10<sup>th</sup> of December or April.
  - C. Teachers are responsible for delivering their salary advance requests to the payroll clerk by the due date.
5. For advancement across the salary schedule, teachers must notify the business office of their intention of advancement for the ensuing year on/or before March 15<sup>th</sup>. A special form will be provided at the business office.
  - A. Hours will be calculated from the date the Bachelors or Masters is earned.
  - B. Advancement to columns beyond the M/B + 60 will require a planned program approved by the District. Request forms may be obtained at the business office.
6. Subject to the provisions of Sections 2, 3, and 4 of this Article, each teacher shall be paid on the basis of twelve (12) equal payments.
7. The awarding of annual step increases at the beginning of the school year shall be contingent upon at least 135 days of teaching the previous year and the satisfactory work performance as determined by the evaluation process. A contract teacher who has received three (3) "basic" ratings on the most recent performance evaluation, or a contract teacher who has received two (2) "does not meet" ratings on the most recent

performance evaluation, or a contract teacher who has received a combination of one (1) "basic" and (1) "does not meet" ratings on the most recent performance evaluation shall not receive a step increase for the next year. Probationary teachers will be awarded step increases unless they have been put on a plan of assistance the previous school year.

8. Salary advancement for the position of school nurse shall be limited to the BA and BA+24 columns based on years of service and education.

#### Article 28: Dues and Payroll Deductions

1. Upon appropriate written request from the teacher, the District shall deduct from the salary of the teacher, and make appropriate remittance for those items presently incorporated under the payroll plan.
2. The District shall continue to itemize pay and payroll deductions. If the local institution allows, employees may have their pay automatically deposited into the institution(s) of their choice.
3. Prior to the first dues deduction of the school year, and then for any employee who becomes a member of the Association after the start of the school year, the Association shall notify the District of bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following a notification.
  - a. Processing OEA/NEA/SEA Dues Deductions  
Dues deductions shall be made monthly in an amount equal to one-tenth (1/10) of annual dues, commencing with the month of October and continuing through the July pay period. Deductions for employees who join the Association after the beginning of the school year shall be prorated on a twelve-month proration schedule.
  - b. Remittance of Dues Checks
    - 1) Data to OEA  
Within ten (10) days after each pay period, the District shall send the Association an Excel-compatible register of the NEA/OEA/SEA dues, including voluntary Association contributions, deducted from each member's paycheck.
    - 2) Payment to OEA  
Within ten (10) days after each pay period, the District shall send to OEA, in a single payment, the combined NEA and OEA dues, including voluntary Association contributions, deducted for the month.
    - 3) Payment to SEA  
SEA dues payments will be deducted and paid separately from OEA/NEA dues and shall be remitted to the SEA Treasurer.

c. Indemnification

The Association agrees to indemnify, defend, and hold the District harmless from employee or former-employee claims, orders, or judgments against the district concerning the dues deductions procedures outlined in this agreement. The Association's obligations are contingent upon the District: 1) giving the Association at least two-week's notice, in writing, of any claim; 2) and fully cooperating with the Association and its designated counsel in the defense of the claim. The Association's obligation does not extend to criminal allegations or District conduct that would constitute an Unfair Labor Practice. In the event the District properly invokes this paragraph, the Association will provide the attorney to defend against the claim. In the event the District wishes to use its own attorney, the District will pay the fees and costs of said attorney.

d. Information

1) Employee List

Annually at the beginning of each school year, the District shall provide to the OEA Membership Specialist an Excel-compatible database of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of their social security number, employee ID, date of birth, first date of service, FTE, classification or title, PERS classification, worksite, position on the salary schedule, mailing address, and contact phone number.

2) Change in Employment Status

The District shall promptly notify the OEA UniServ Assistant whenever an employee in the bargaining unit is placed on an unpaid leave of absence, retires, is laid off, or resigns.

Article 29: Insurance

1. An insurance committee composed of District, Certified, and Classified Association Representatives will meet annually to recommend the selected OEBC insurance plans by July 1, for adoption by the School Board.
2. Coverage for the above insurance benefits shall be twelve (12) consecutive months. Employees who terminate at the end of the school year will have their coverage continued until September 30 or until new coverage with another employer becomes effective, whichever comes first. The medical, dental, and vision programs shall provide full family coverage as an option. The life insurance shall be for \$20,000 with AD&D for employee only. Employee only disability benefits shall be at 2/3 of the employee's monthly gross salary and shall commence on the 91<sup>st</sup> day of absence from duty.
3. For employees laid-off under the provisions of this Agreement, the District shall continue to provide all insurance benefits in Section 1 above for 30 days from the date of layoff.
4. Employees on leaves of absence granted by the Board shall be allowed to remain in the group insurance programs except for Disability by paying any premium costs themselves.

5. For each eligible full-time and part-time (one-half time or more) teacher who was employed by the District in this capacity for the 2000-2001 school year, the District will contribute the following amounts on a monthly basis for the insurance coverage listed in Sections 1 and 2. All teachers who are hired for a one-half time or more but less than full time position commencing with 2001-2002 school year shall have their benefits pro-rated based on the percentage of time worked.
  - a. The District monthly contribution for October 1, 2018 through September 30, 2019 shall be the rate of \$1125 per month per full-time (1.0 F.T.E) eligible member.
  - b. The District monthly contribution for October 1, 2019 through September 30, 2020 shall be the rate of \$1150 per month per full-time (1.0 FTE) eligible member.
6. The District and the Association shall create and administer an insurance pool in the following manner:
  - a. If any members monthly premium, single or two-party, is less than the District monthly insurance contribution, the difference between the premium and the District's monthly contribution will be placed in an insurance pool. The specific monthly contributions from the pool for single, two-party and family plan monthly premiums will be set by the President and Vice President of the Association along with a District representative by September 15<sup>st</sup> of that school year.
  - b. If the total cost for all the Association's insurance coverage( actual amount spent on all members of the bargaining unit as a whole) is less than the annual District contribution,(total FTE of the membership eligible for insurance multiplied by the monthly insurance cap, and then multiplied by twelve) after the Associations' pool allocations are made, those funds will be held in the insurance pool to offset future insurance costs.
  - c. Provisions set forth in Section 6(a) shall not apply for members choosing an HSA (Health Savings Account) qualified insurance plan. Insurance pool contribution for such members shall be the remainder from the monthly insurance contribution minus the cost of the insurance plan chosen by the member, minus the \$225 HSA benefit per Section 5(b). Any funds remaining from the monthly insurance contribution after the cost for the insurance premium and the \$225 HSA benefit have been deducted shall be included in the insurance pool.

The Association can elect to increase its out-of-pocket premium costs to hold over funds to supplement the insurance pool fund.

7. Any member with a 1.0 FTE choosing an HSA eligible insurance plan will receive a maximum of \$225 each month into that member's HSA. (Members who choose an HSA insurance plan whose contract is less than 1.0 FTE will receive a proportional amount of this benefit based upon their FTE status.) Any member who has chosen an HSA eligible plan whose premium exceeds the District's monthly insurance contributions will still receive this monthly payment, consistent with that members FTE status.
  - a. When the total of a member's insurance premiums and/or HSA contributions fall below the District's monthly insurance contribution, the remaining funds will be

applied equally to other members electing coverage's exceeding the District's monthly contribution.

- b. The President and Vice-President of the Association, and a District Office representative will work together to determine the equal distribution of the funds available to be distributed to those members whose insurance plans premiums exceeds the District's monthly contribution.
  - c. If the total cost for all the Association's insurance coverage's is less than the annual District contribution, these funds will be held in an insurance pool to offset future insurance costs. The Association can elect to increase its out-of-pocket premium costs to hold over funds to supplement the insurance pool funds.
8. When the monthly insurance premium exceeds the amount the Association has determined as the single, two-party, or family premium ceilings, the excess premium costs will be deducted from the member's pre-tax payroll.
  9. Pending the outcome of legislation impacting the 2019-2020 program year, and any subsequent legal actions related to the prohibition of dual insurance coverage, this contract will follow the legal provisions set forth in the Oregon Revised Statutes.
    - a. Beginning with the 2019-2020 program year, employees whose spouse also works in the District shall select which employee will provide the insurance coverage for their dependents.
    - b. Qualifying additional expenses include reimbursement for the additional 20% costs of services and products or increased deductible that would have been covered by having the dual insurance coverage can be submitted through the employee HSA plan

#### Article 30: Tuition Reimbursement

1. A tuition reimbursement fund shall be provided by the District in the amount of \$28,271 in 2018-2019 and increase at a rate of 1.5% for each subsequent year of the contract.
2. The determination of disbursement, number of credits, shall be made by the tuition reimbursement committee based on the per credit hour rate at the University of Oregon.
3. To be eligible for tuition reimbursement, a teacher must:
  - A. Have been employed in the Siuslaw School District for the previous year and during the current year.
  - B. Submit a tuition reimbursement form provided by the SEA indicating the course(s) or workshop(s) completed:
  - C. Submit official verification (college) that the course(s) or workshop(s) have been completed satisfactorily, and fee receipt or cancelled check;
  - D. All forms must be delivered to the building representative on or before 4:00 P.M. on the first Monday in October.



4. All courses must:
  - A. Have been completed within a twelve month period prior to the filing date;
  - B. Apply toward a planned program. A planned program is defined as courses that would apply toward gaining a standard license, a master's degree, or would result in increased proficiency in the teaching field.
5. All workshops must:
  - A. Have been completed within a twelve month period prior to the filing date;
  - B. Apply toward the teacher's performance or building goals.
  - C. Be pre-approved by the teacher's principal before the workshop is taken.
6. All courses/workshops shall be reimbursed at actual costs of tuition and/or fees. Tuition shall not exceed the per credit cost established by the University of Oregon. If the reimbursement requests exceed the monies in the reimbursement fund, the amount of the money paid shall be prorated.
7. Applicants for reimbursement who have received grants in aid from other sources shall so indicate on the reimbursement form. The amount of aid shall be subtracted from the amount qualifying for reimbursement, with the balance, if any, being paid to the teacher. No individual teacher shall be allowed to receive reimbursement for more than fifteen quarter hours or ten (10) semester hours per year. For any administrative credits, a teacher shall be allowed to receive reimbursement for no more than 8 quarter hours or 5 semester hours per year.
8. Reimbursement shall be made in an expense check issued within sixty days of the October filing deadline.
9. The District and Association will collaborate on seeking grants for staff development and continuing licensing requirements.

#### Article 31: Extended Contracts/Curriculum work

1. Contracts will be paid at the hourly rate of the employee's contracted salary for the fiscal year in which the work is performed for direct instruction outside of the regular classroom assignment (tutoring, summer school, regular class coverage).
2. A licensed employee who voluntarily accepts and/or applies for positions or duties beyond the contract day or contract year, that are to direct instruction outside of the regular classroom, shall be compensated at 90% of the teacher's hourly rate.

#### Article 32: Reimbursement for Travel Expense

1. Teachers using personal cars for field trips or other business of the District, if such use of personal cars for school business is approved by the Superintendent shall be reimbursed for mileage. Teachers shall have the right to use the district vehicle to transport students if the vehicle is available.
2. The rate of reimbursement shall be the rate allowed by the Internal Revenue Service upon the date of public announcement (no retroactivity).

### Article 33: Sick Leave/Family Illness

1. "Sick Leave" means absence from duty for illness, injury, or for preventive medical care.
2. Each full-time employee shall be granted ten full days of sick leave (earned one per month in accordance with Oregon law) each fiscal year with full pay. Part-time employees shall receive prorated benefits.
3. Each employee may use earned sick leave for family illness. The family illness leave will be subtracted from earned sick leave. Family illness leave is not accumulative.
4. Sick leave accrual shall be unlimited in accordance with Oregon law.
5. Sick leave accumulated in other Oregon districts may be transferred in accordance with Oregon law.
6. Anytime a teacher is gone from his/her job during working hours for less than a full-day, the teacher will be charged a minimum of one-quarter day of sick leave. If a paid substitute is required, sick leave may only be taken in half-day or full-day increments.
7. Worker's Compensation as well as sick leave, is designated to allow the employee to continue to receive compensation, but shall not duplicate pay due to injury. Therefore, as long as an employee is receiving a check from the District and Worker's compensation, the injured employee shall report his income to the Deputy Clerk and a like amount shall be deducted from his check. Payment received from Worker's Compensation due to a permanent disability need not be reported, nor is money received in the summer after the teacher's contract has been completed subject to reduction.
8. Unused sick leave shall not be compensated upon termination except as reported to PERS upon retirement of an employee.
9. The period of actual physical incapacity related to childbirth as designated by the attending physician is recognized as a personal illness.
10. The District may require a doctor's certification of illness or injury for sick leave taken in excess of five consecutive days.
11. Should an employee exhaust his/her sick leave and voluntarily leave the District's employ prior to the contract year, any portion of the ten days unearned shall be repaid to the District by deducting the unearned leave from the balance of contract check. Such deductions shall not occur in extenuating circumstances such as serious illness/disability or spousal transfer out of reasonable distance to travel to the District.
12. Sick Leave Supplement: When a certified employee exhausts his/her sick leave due to unanticipated illness or injury and the employee is not eligible for salary replacement benefits (either on a full or partial basis) through another source, such as Workers' Compensation, disability insurance, PERS benefits, or Social Security, the Association may request the following:
  - a. Request the District office to ask for sick leave donation from members of the bargaining unit.

- b. It is understood the donation is voluntary and minimum of four hours and a maximum of eight hours may be donated for any occurrence.
- c. An additional donation may be made if all donated hours are exhausted before the employee qualifies for other benefits.
- d. The donated hours will be used in the order in which they were contributed and any hours not used will be credited back to the donor. The district will give each individual donor e-mail notification as to whether or not their donated time was used in this occurrence, immediately following the occurrence.
- e. No sick leave bank is intended or established by the terms of this Agreement.
- f. It is understood that once an employee agrees to make a donation, that decision is final for this occurrence.
- g. Any Association grievance arising out of the implementation or the provisions of Section 11 shall render the provisions of this Section null and void.
- h. Maternity/paternity leave and well infant/child care appointments do not constitute an illness or injury regarding the sick leave supplement and do not qualify for this supplement.

#### Article 34: Unpaid Sabbatical Leave

- 1. A minimum of five years of experience within the District shall be required; however, an employee with special certification needs may apply after three years of experience within the District.
- 2. An employee on sabbatical leave will not forfeit any of the following:
  - A. Accumulated sick leave;
  - B. COBRA benefits (insurance programs) at employee expense;
  - C. Increment step;
  - D. Tuition reimbursement as per said policy;
  - E. Seniority; seniority does not accrue but is unbroken during the leave.
- 3. A certificated employee will be eligible for another term or terms of sabbatical leave after five more years of service to the District.
- 4. The Board-Teacher Council, consisting of three SEA appointed teachers, three appointed Board members and one appointed principal, shall have the responsibility for administering the sabbatical leave program as follows:
  - A. It shall make recommendations to the Board for sabbatical leave.
  - B. It shall notify applicants of approval or rejection within forty-five school days after they submit their applications;

- C. It shall receive and consider appeals from applicants previously denied leaves by the Council.
5. Applications for leave shall be secured and must be filed in duplicate in the office of the Superintendent ninety days prior to the proposed leave.
- A. An affidavit will be signed by the applicant promising to return to the District and to work three times the amount of time taken for the sabbatical leave. A one (1) term sabbatical leave would require one more year of service to the District.
  - B. If a teacher's circumstances necessitate modification or termination of the service requirement or if a teacher requests a waiver of the service requirement, the Board-Teacher Council will review the situation and make a determination regarding the teacher's obligation.
  - C. The number of applications approved in the first year shall not exceed one teacher. The second and third years – two teachers.
  - D. Staff members on leave shall not hold any other remunerative positions unless such position has been approved by the Board-Teacher Council.
  - E. A staff member on sabbatical leave must be enrolled for not less than twelve graduate hours, or the corresponding semester basis. Exceptions to the above must be approved by the Board-Teacher Council.
  - F. If evidence has been obtained that a teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted, he shall be reported to the Board-Teacher Council and the Council may terminate the sabbatical leave. The teacher shall be given an opportunity to be heard by the Council regarding the abuse.
  - G. A staff member on sabbatical leave shall be reassigned a similar position in the District upon his return from the sabbatical. If, however, layoffs have occurred, then the provisions of the layoff and recall article are controlling.
  - H. If a teacher resigns during the sabbatical period, the District, at its discretion, may stop any and all benefits in subsection 2 of this article. If a teacher resigns before the service requirement is met, the District, at its discretion, may take any action it deems appropriate, including notice to the Teachers Standards and Practices Commission of the violation of the service agreement.

#### Article 35: Noncumulative Leaves

- 1. Teachers shall be entitled to the following temporary non-accumulated leaves of absences each school year.
  - A. Personal Leave
    - 1. Up to three paid personal days shall be granted per teacher to take care of personal affairs that can only be accomplished when school is in session.

2. Request for personal leave shall be made on the designated district form and submitted to the building administrator at least twenty four hours before taking such leave except in the cases of emergency.
3. Personal leave shall not be used to engage in other employment or to extend a holiday or vacation, and can only be taken if a substitute is available.
4. The designated form shall include a statement executed by the teacher stating that he is taking this leave in accordance with this section.
5. Personal leave can only be taken in half-day and full-day increments.
6. Within the scope of the conditions and stipulations set forth above, teachers have the right to take the three (3) personal leave days. Nevertheless, if at the end of a school year a teacher has not used any of the three (3) personal leave days, that teacher will be paid an additional \$150 per day; if only one (1) personal leave day has been used during the school year, the teacher will be paid an additional \$100 per day. Any part of a day used shall be considered as a whole day for purposes of remuneration under this provision.

B. Bereavement Leave

Four days of leave shall be granted in case of death in a teacher's immediate family. Additionally, up to six more days may be taken in accordance with Oregon law except that the teacher shall be charged the regular substitute's rate of pay for the days in excess of four. Absence necessitated by the death in the family other than immediate family may be given the same consideration as a death in the immediate family upon recommendation by the superintendent or immediate supervisor.

C. Professional Leave

Professional leave with or without pay may be authorized by the District for attending educational conferences or for other purposes related to teacher's assignments. If attendance is required by the District, expenses will be paid by the District according to established policy.

D. Jury Duty Leave

Teachers called for jury duty will be expected to serve in the summer if this can be arranged. If duty should be required during the school year, duty pay, with exception of travel expense, shall be returned to the District.

E. Temporary Military Leave

A teacher with six months service with the District who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen calendar days. Such leave shall be granted without loss of pay, providing the teacher received

bona fide orders to duty for a temporary period and providing he returns to his position immediately upon release from such temporary duty.

F. Maternity/Paternity Leave

1. Up to twelve weeks of maternity/paternity leave may be taken in accordance with OFLA/FMLA with all appropriate rights and benefits attached following the birth/adoption/placement of a child.
2. A teacher may request a leave of absence without pay for up to twelve months for maternity/paternity purposes. When this immediately follows delivery/adoption/placement of a child, the first twelve weeks of maternity/paternity leave shall fall under OFLA/FMLA with all appropriate rights and benefits attached. This leave is also available for individuals adopting a new child. Requests for such leave shall be discretionary with the teachers involved and shall be subject to Board approval. Female teachers who are pregnant may request such leave in lieu of paid sick leave.

Maternity/paternity leave is not considered an illness/injury for the purpose of the Sick Leave Supplement Benefit Article 34 Section 11.

G. Good Cause Leave

Other leaves of absence may be granted by the Board for a good cause situation not covered in this contract with pay, minus the cost of the substitute.

H. Unpaid Leave

1. An unpaid leave not delineated above may be awarded at the discretion of the Superintendent.
2. All earned but unused benefits to which a teacher was entitled at the time of his leave of absence commences, shall be restored to him upon his return.
3. An employee may access health/dental/vision insurance COBRA rights while on unpaid leave.

Article 36: Nondiscrimination

1. The Association and the District agree that they shall not discriminate against any teacher covered by this Agreement because of age, gender, race, religion, national origin, gender identity, sexual orientation, marital status, or the presence of any physical handicap. All reference to teachers under this Agreement designates both sexes and when the male gender is used, it shall be construed to include both male and female teachers. If violations of this Article are pursued with the Equal Employment Opportunity Commission (EEOC) or other state/federal agencies, grievances filed over this section shall not be subject to arbitration.

### Article 37: Job Sharing

1. Job sharing shall refer to two unit members sharing one full time position.
2. Licensed teachers who desire to job share must apply in writing to the district personnel officer and building principal by March 15.
3. The District will have the sole authority to determine if a job is to be shared, who will be assigned what shift annually, and to terminate a job sharing arrangement if in the District's opinion its best interest would be served.
4. Individuals who share positions who wish to return to full time teaching would have the same rights as full time staff members in requesting transfers.
5. All job sharing workers will share the pay and fringe benefits (medical, dental, vision, life, disability) and leaves for the shared position in a prorated amount unless otherwise agreed to by the District and the parties affected.
6. All job sharers must attend, full time, all inservice and parent conference days at half pay. The building administrator can also require job sharers to attend staff meetings.
7. Job sharers shall not assume the other sharers' duties without the consent of the building administrator, and then only at substitute pay.

### Article 38: Classroom Ratio

1. The Board of Directors, in establishing its staffing pattern, recognizes the value of maintaining desirable pupil-teacher ratios. It is recognized the pupil-teacher ratio cannot be considered in isolation, but must take into consideration the subject matter, the teaching techniques, the utilization of support staff, and the economic conditions of the District.
2. The Association shall have the opportunity to review and make advisory comments on pupil-teacher ratios. The Association can request the proposed pupil-teacher ratios at least four (4) weeks prior to the school board's final action on the pupil-teacher ratios. The Association will make its comments in writing to the Superintendent one week before the Board's scheduled final action.
3. On the 10<sup>th</sup> day after the start of a grading period a teacher's class load may be adjusted taking into consideration the total number of students and the number of students requiring extra attention; including, but not limited to, Special Education, ELL and 504 Modification Plans.
  - a. Elementary/Self-Contained Classrooms--Notice of such an imbalance by a teacher must be brought to the attention of their administrator and a formal meeting which will be scheduled within one week to evaluate the situation. The employee may be represented by the Association in these meetings. If it is determined that imbalance occurs due to a parent request, that request will immediately be rescinded. Students requiring and IEP or CST shall be distributed equitably among classrooms with Instructional Aide support as available at that grade level.

- b. Departmental Scheduled/MS/HS Classrooms--Notice of such an imbalance by a teacher must be brought to the attention of their administrator and a formal meeting which will be scheduled within one week to evaluate the situation. The employee may be represented by the Association in these meetings. If it is determined that imbalance occurs due to a parent request, that request will immediately be rescinded. Students requiring and IEP or CST shall be distributed equitably. among classrooms with Instructional Aide support as available, in that department across the day. Elective courses, including but not limited to band, choir, physical education, etc. are exempted.
- c. If there is no change to the imbalance within two working days of the initial meeting and the said imbalance reflects two or more students above the average of the other comparison classes within the grade level there will be a meeting between the teacher, the administrator and the superintendent within three working days to resolve the issue. Personnel present at the meeting will be the building principal, the teacher making the request and a representative from the Association.

#### Article 39: Site Committees

1. When the duties/requirements of the site committee are defined by the various agencies of the State of Oregon, the S.E.A. will meet with the District to discuss optional guidelines under which the site committee(s) might be guided.
2. Teachers who are elected to serve on a site committee will be provided release time from their assigned duties, compensated at the extended contract rate, or offered comp time. The method of compensation will be selected by the District.

#### Article 40: Grading

1. Teachers shall have responsibility in the first instance to determine the grades, competencies and other marks and ratings of their students. No grade, competency, mark or rating shall be changed without advance notice to the teacher involved. Any grade, competency, mark or rating that is changed shall be initialed by the administrator making the change and that individual shall assume all responsibility for the change.





**SIUSLAW INDEX SCHEDULE 2018-20**

<b>Steps</b>	<b>B</b>	<b>B + 24</b>	<b>BA + 45</b>	<b>M B + 60</b>	<b>M +24 B + 84</b>	<b>M+45 B + 105</b>
1	1.000	1.037	1.074	1.111	1.148	1.185
2	1.045	1.082	1.119	1.156	1.193	1.230
3	1.090	1.127	1.164	1.201	1.238	1.275
4	1.135	1.172	1.209	1.246	1.283	1.320
5	1.180	1.217	1.254	1.291	1.328	1.365
6	1.225	1.262	1.299	1.336	1.373	1.410
7	1.270	1.307	1.344	1.381	1.418	1.455
8	1.315	1.352	1.389	1.426	1.463	1.500
9	<u>1.360</u>	1.397	1.434	1.471	1.508	1.545
10		1.442	1.479	1.516	1.553	1.590
11		<u>1.487</u>	1.524	1.561	1.598	1.635
12			<u>1.569</u>	1.606	1.643	1.680
13				1.651	1.688	1.725
14				1.696	1.733	1.770
15				<u>1.741</u>	<u>1.778</u>	<u>1.815</u>

**APPENDIX B-2**

**Siuslaw School District 97J  
Certified Salary Schedule**

**2018-2019 Adjusted for additional day, step removal + 1%**

<b>STEPS</b>	<b>B</b>	<b>B+24</b>	<b>B+45</b>	<b>M B+60</b>	<b>M+24 B+84</b>	<b>M+45 B+105</b>
1	38,179	39,591	41,004	42,417	43,829	45,242
2	39,897	41,310	42,722	44,135	45,547	46,960
3	41,615	43,028	44,440	45,853	47,265	48,678
4	43,333	44,746	46,158	47,571	48,983	50,396
5	45,051	46,464	47,876	49,289	50,702	52,114
6	46,769	48,182	49,594	51,007	52,420	53,832
7	48,487	49,900	51,312	52,725	54,138	55,550
8	50,205	51,618	53,030	54,443	55,856	57,268
9	51,923	53,336	54,748	56,161	57,574	58,986
10		55,054	56,467	57,879	59,292	60,704
11		56,772	58,185	59,597	61,010	62,422
12			59,903	61,315	62,728	64,140
13				63,033	64,446	65,859
14				64,751	66,164	67,577
15				66,469	67,882	69,295

**APPENDIX B-3**

**Siuslaw School District 97J  
Certified Salary Schedule  
2019-2020 2% increase from 18-19 base salaries**

<b>STEPS</b>	<b>B</b>	<b>B+24</b>	<b>B+45</b>	<b>M B+60</b>	<b>M+24 B+84</b>	<b>M+45 B+105</b>
1	38,943	40,384	41,825	43,266	44,707	46,147
2	40,695	42,136	43,577	45,018	46,459	47,900
3	42,448	43,889	45,330	46,771	48,211	49,652
4	44,200	45,641	47,082	48,523	49,964	51,405
5	45,953	47,394	48,835	50,275	51,716	53,157
6	47,705	49,146	50,587	52,028	53,469	54,910
7	49,458	50,899	52,339	53,780	55,221	56,662
8	51,210	52,651	54,092	55,533	56,974	58,415
9	52,962	54,403	55,844	57,285	58,726	60,167
10		56,156	57,597	59,038	60,478	61,919
11		57,908	59,349	60,790	62,231	63,672
12			61,102	62,542	63,983	65,424
13				64,295	65,736	67,177
14				66,047	67,488	68,929
15				67,800	69,241	70,682