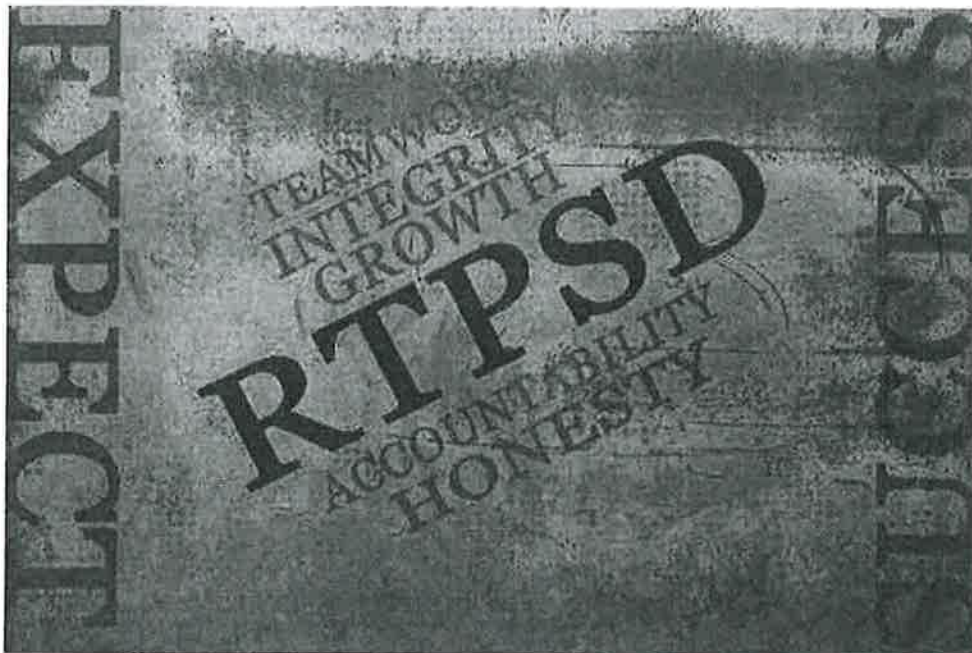
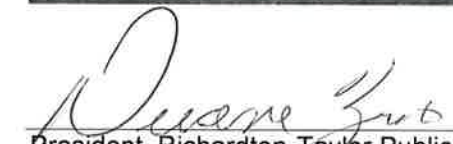



2019-2020 Collaborative Bargaining Agreement






President, Richardton-Taylor Public School Board



President, Richardton-Taylor RTEA



5-17-2019
Date

5-21-19
Date

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PREFACE

The Richardton-Taylor Public School Board and the Richardton-Taylor Education Association agree that the terms and conditions set forth in this Agreement represents understanding and commitment between both parties.

The provisions of the Agreement will be effective and remain in full force for one year. Said Agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either the board or the Association gives written notice, to the other, not later than March 1st. The anniversary date will be July 1st.

If any section, subsection, sentence or clause of this contract is for any reason held to be illegal or unconstitutional, that portion shall be automatically deleted from this contract to the extent that it violated the law, the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement.

Any contract between the Board and a Teacher shall be expressly subject to the terms and conditions of the Agreement.

I. RECOGNITION

The Board of Education of Richardton-Taylor Public School District #34, Stark County, Richardton-Taylor, North Dakota, hereinafter referred to as the Board, recognizes the Richardton-Taylor Education Association, hereinafter referred to as the Association, as the exclusive representative of the certificated teachers employed by the Board.

The Association recognizes the Board as the elected representative of the people of Richardton-Taylor and as the employer of the certificated teachers of the Richardton-Taylor School District #34.

For clarification, the description of certified teacher excluding administration and substitute teachers will be as defined in Century Code 15.1-13-01 to 15.1-13-31, and 15.1-16-02.

II. PRINCIPLES

A. Representation

The Board or their designated representatives shall meet with the representatives of the Association to collaborate and attempt to reach agreement on terms and conditions of employment and employer-employee relations.

B. Attaining Objectives

Attainment of objectives of the educational program of the District requires mutual understanding and cooperation between the Board and the teaching personnel.

C. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

Teachers have the right to join any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

III. BOARD FUNCTIONS

The Board of Education, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and projects including the right:

1. To the executive management and administrative control of the system and its properties, programs and facilities.
2. To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications, their work assignments, their dismissal, their demotion, and their promotion.
3. To establish and supervise the program of instruction and to make the necessary assignments for all programs of an extracurricular nature that benefit students.
4. To approve means and methods of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction, class size, teaching load, and school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.

IV. PROCEDURES FOR COLLABORATIVE BARGAINING

A. Team Composition

Each side must have equal representation. The teacher team will be composed of two designees. There may not be more than two teachers or two board members at the table at any time, alternates may be used if mutually agreed upon.

The board team can make tentative agreements only. In compliance with the NDCC 15.1-09-29, board team tentative agreements are subject to at least a majority vote of the school board for ratification.

B. Decorum

Both teams shall conduct themselves in an orderly and professional manner. In the spirit of collaborative bargaining, team members will work towards consensus on all items.

C. Superintendent's Role

The superintendent shall serve as a resource person and as an advisor to both teams during collaborative bargaining. The superintendent shall serve as committee chairman.

D. Meeting Dates, Times, and Location

1. Frequency
 - a. Meeting dates will be set as mutually agreed by representatives of the Association and the Board.
2. Place
 - a. The meeting place will be set as mutually agreed by representatives of the Board and Association.
3. Time
 - a. Meeting times will be mutually determined by representatives of the Board and by representatives of the Association, with the time and length of meetings to be changed only by mutual consent of both parties.
4. Target date
 - a. It is agreed that the collaborative bargaining teams will strive to complete the collaborative bargaining process before the end of the school term.

E. Public Participation

The public will be prohibited from participating in collaborative bargaining meetings.

F. Minutes

The business manager shall prepare minutes of the collaborative bargaining meetings. Minutes shall be subject to both teams' approval before they become official.

G. Agendas

Before adjourning each meeting, an agenda must be prepared for the next meeting. Items also may be added to the agenda upon mutual consent of both teams.

H. Deadline for Proposals

Both teams shall identify proposals they wish to discuss at the first collaborative bargaining meeting. Additional proposals thereafter may only be added with agreement of both teams.

I. Caucus

Individual teams shall have a right to caucus, outside each other's presence, upon request of either team.

J. Collaborative Bargaining and Agreeing to Proposals

Once an agreement is reached on an article, the language shall be initialed and dated by the bargaining teams. Any initialed article or section may only be reopened for language change of further bargaining by mutual consent of the parties. Such agreements are only tentative until negotiations are complete and the entire agreement is approved by both teams' governing bodies or until the Board has statutory authority to issue unilateral contracts.

Articles on which agreement cannot be reached will be tabled until all items on which agreement can be reached or addressed.

K. Tabled Proposals

Parties will make a diligent effort to reach agreement on tabled articles. If agreement cannot be reached, parties agree to initiate the proceeding for impasse.

L. Ratification

If all articles have been agreed to and initialed by both parties, a draft copy of the finalized language will be submitted to the board and representative organization for approval. Both parties have 5 business days to ratify the agreement. If either party fails to ratify the agreement by this deadline, it shall inform the other party of the article(s) still in contention, and the article(s) in contention shall be addressed in accordance with the procedure for tabled proposals. This ratification rule in no way prevents declaration of impasse or issuance of unilateral contracts.

V. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this section is to provide a step-by-step procedure that guarantees the right of the employees to administrative "due process," to assure fairness and equity. No employee or administrator shall discriminate against, coerce or interfere with any employee, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

B. Definitions

- *Grievance* is an allegation by teacher that s/he has been subject a personal loss, injury or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
- *Day* as used herein shall be considered a school day and the time limits set shall be considered a maximum.
- *Administrator or supervisor* named in this policy (e.g. Superintendent) assumes that his/her designate or deputy may serve in his/her place.

C. Time Limit

A grievance must be initiated within 30 days after the teacher knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

D. Conditions

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

E. Procedure

Meetings held under this procedure shall generally be conducted on non-school time as a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

1. **Informal Process:** The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the employee, then a grievance may be processed as follows:

2. **Formal Process:** An employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The employee filing the grievance must be present at each step in this procedure.

- a. The employee who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number: school building, address telephone number, and name of the principal: the specific contract provision being grieved and why: and the requested remedy. The written grievance must be signed and dated by the grievant.
- b. An employee may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within ten (10) days of the filing of the grievance, render a written answer on the grievance.
- c. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved employee may present the written grievance to the Superintendent. This step must be initiated within four (4) days of the supervisor's written decision, or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek and equitable solution within ten (10) days. A written response shall be made to the grievant within the same ten (10) days. The Superintendent's decision is final, subject to court review if the employee files suit.

VI. LIQUIDATED DAMAGES

If a teacher determines it necessary to breach his/her contract after signing, a percentage of the teacher's salary is to be paid by the teacher to the District.

First 30 days after contracts are signed	1%
Second 30 days after contracts are signed	3%
After Second 30 day period	5%

The board may waive the liquidated damages if the teacher replacement salary costs do not exceed the costs of the teacher breaking the contract, or if extenuating circumstances occur.

VII. BENEFITS

A. Salaries and Salary Schedules

1. All certified teachers will be given full credit on the salary schedule for teaching experience brought into the Richardton-Taylor School District.
2. Present teachers choosing not to take the social security benefit will receive an additional 6.2% of their salary.
3. All incoming new teachers will be placed on the index schedule and will receive the social security benefit.
4. Minimum salary for a teacher in 2019-2020 is \$38,200. Returning teachers will receive a salary increase of \$1,200, plus an additional \$400 for

- an additional experience year. Appendix A
5. Teachers' salaries will be published in a lump sum.
 6. Teachers' salaries will provide for preparation time equivalent to 45 minutes per day averaged over a week.
 7. The Board reserves the right to deviate from this index schedule on a one-year basis only. The Association is to be informed of the deviation and the teacher shall return to the schedule the second year.
 8. When a teacher reaches the upper end of the salary schedule in any category, steps for experience will continue as set by salary schedule.
 9. The teacher will be paid for additional graduate and approved undergraduate semester hours beyond the bachelor's degree in) six (6) hour segments. New teachers coming into the system will not be allowed to bring in undergraduate hours received after obtaining a degree. Only credit hours approved by the administration will be recognized on the pay scale. In approving these hours for across the board pay, the administration will determine whether these credit hours will be strengthening the teaching area. Undergraduate credits received since May 24, 1982, will be recognized on the pay schedule.
 10. When a teacher earns any credit, it is their responsibility to inform the school district of these credits by college transcript or grade cards prior to the first pay period of the school year.

B. Teachers' Fund For Retirement

The Richardton-Taylor Public School District will contribute 11.75% of the employees' share of TFFR.

C. Flexible Benefit Plan

Each full-time equivalent teacher under contract with the Richardton-Taylor School District will receive \$8,200 toward the Section 125 Benefit Plan. A part-time eligible teacher will receive a pro-rated benefit contribution as per contract time for the 2017-2018 school year. Teacher may use the contribution toward any item within the Section 125 Benefit Plan, which may include, health insurance, flexible spending accounts, health savings account, or tax-sheltered annuity. Any expense above the district contribution, will be considered a pre-tax payroll deduction. Any benefit amount not used towards the Section 125 Benefit Plan, will be paid as a cash benefit option, subject to FICA, and will be paid consistent with the annual salary election.

D. Life Insurance

The Richardton-Taylor School District will pay for a \$25,000 life insurance term policy through the Richardton-Taylor School District group plan. Teachers may choose to purchase additional life insurance coverage at their own expense.

E. Disability Insurance

The employer shall pay the full premium required to provide long-term disability insurance for employees. The long-term disability plan shall provide, after a 90-calendar day qualifying period, sixty-six and two thirds percent (66 2/3%) of covered salary to age 70 per illness or disability, up to a \$2,000 maximum monthly benefit.

F. Sick Leave

1. Twelve (12) days of sick leave shall be granted annually accumulative to ninety (90) days. Proof of illness is up to the discretion of the administration. Twelve (12) annually granted sick leave days and ten (10) accumulated sick leave days may be used, (maximum of 22 days total,) for immediate family illness and/or immediate family death. Clarification of immediate family is defined as follows: By immediate member of the family, all parties agree that the person must be a father, mother, spouse, brother, sister, child, step-child, grandchild or grandparents of the employee, or spouse's grandchild or grandparent. By in-law, all parties agree that father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law of the employee, or his/her spouse are covered by this paragraph.
2. Teachers will be reimbursed \$5 per day for unused sick leave days each year to a maximum of \$50.00 per year.

G. Sick Leave Bank

1. A sick leave bank is available to members of the Richardton-Taylor-School faculty and administration. The purpose of the bank is to help faculty and administrators with unexpected and/or catastrophic illness or injury.
2. Sick leave days will be put into the bank on a volunteer basis up to two days per teacher per school year until the bank reaches a balance of 300 days. When the balance drops below 300 days, donations of one day per teacher and administrator will be needed until the maximum is reached again.
3. A teacher and administrator must contribute days to the bank in order to draw from the sick leave bank. Participation is optional, but once a teacher or administrator options out he/she will not be able to get back in the bank. Teachers and administrators who have exhausted their sick leave, personal leave, and have contributed days to the bank may make a reasonable request for sick leave days from the bank. A

committee consisting of one Richardton-Taylor Education Association member, one school board member and the superintendent will consider such a request.

4. A teacher or administrator who is leaving the District and has been a participating member of the Sick Leave Bank can donate 2 days times the number of years of service they have in the District.
5. Sick leave bank days not used during any school year shall accumulate to the following year. At the end of each school year a written statement shall be given to each teacher setting forth the bank's total unused sick leave days. The district business manager and a representative of RTEA shall maintain record keeping and accounting.
6. Certified staff and non-certified staff will be allowed to donate to non-certified staff, on an as-needed basis, from their personal sick leave balance for unexpected and/or catastrophic illness or injury. Participation is optional and a written request should be made in advance if possible. The same committee that governs the certified staff sick-leave bank will oversee these requests/donations. The request can be initiated by either the recipient or other certified/non-certified co-worker, and shall include a specific number of days. Each donor will complete a donation form, which will state the amount of days/hours to be donated. Once donated, the leave belongs to the recipient. In the event the recipient's employment ceased as a result of the illness/injury, the sick-leave bank committee will formulate a plan for the disposition of the unused donated leave at their discretion.
7. Teachers or administrators who become pregnant may use their accumulated sick leave if they so desire. The time of pregnancy leave will depend on the general health of the teacher or administrator and the recommendation of the doctor. A maximum of ten (10) days from the Sick Leave Bank may be requested for pregnancy leave only after accumulated sick leave and personal leave have been exhausted.
8. A maximum of ten (10) days from the Sick Leave Bank may be requested for immediate family illness and/or immediate family death only after a participating employee has exhausted twelve (12) annually granted sick leave days and ten (10) accumulated sick leave days for immediate family. A maximum combination of thirty (32) days, (12 annually granted, 10 accumulated, and 10 sick bank leave,) may be used for immediate family.

H. Personal Leave

1. Five (5) days of personal leave will be given annually without loss of pay, with a total of seven (7) days accumulation for unused leave. Personal leave is subject to approval by the building principal. If more than the accumulated personal leave is needed by any teacher during the school year, the request for additional days must be reviewed by the by the building principal and the superintendent prior to

the absence. If the additional days are approved, sub pay will be deducted from the teacher's salary. If the days are not approved, the teacher contract salary will be adjusted according to the number of days absent.

2. At the end of the school year, teachers will be reimbursed for any unused personal leave, equal to substitute teacher pay.

I. Professional Leave

This leave can be taken with administration approval only.

J. Leave Without Pay

Leave without pay will be granted as needed. If a substitute is hired the school district will pay the substitute. A day's pay would be considered as the teachers' gross pay divided by number of contracted days.

K. Emergency Leave

Emergency Leave - Leave will be granted with administration approval. Substitute pay will be deducted from the teacher salary.

L. Leave of Absence

Leave of Absence -A teacher can take a one (1) year leave of absence without pay and be able to return to their job provided a written and dated request is submitted to the administration and approved by the Board.

M. Substitute Pay

1. Substitute pay for elementary and secondary teachers shall be \$130.00 per day, including lunch. In-house substitute teachers will be paid at a rate of sixteen dollars and twenty-five cents (\$16.25) per class period.
2. The substitute pay for extended leave (5 days and over for the same teacher) will be (\$140) per day, plus lunch and are retroactive to the first day of extended leave.
3. Substitute teachers working for the district more than twenty (20) days per school year, will receive extended substitute pay at the rate of \$150 per day. Pay will not be retroactive and will begin on the 21st day of substitution. This does not apply to in-house substitutes.
4. These rates will be reviewed on an annual basis.

N. Noon/Recess Duty

1. Teachers will not be charged for noon lunch on the day or days they have noon duty or hall duty.
2. The District will be responsible to hire a person to work approximately one hour per day helping out with TRE recess duty.

VIII. MISCELLANEOUS

A. RIF Policy

Any change in the R.I.F. Policy, whether by the Board decision or staff request, will be dealt with as follows: A committee made up of two Board members and one member from the teaching staff will review the suggested changes and give recommendations to the Board. RIF policy is non-negotiable. A copy of the policy is in addendum to this Agreement.

B. Equipment

1. Teachers will be responsible for all items of equipment used under their direction.
2. If items or equipment are lost due to negligence on the part of the teacher the teacher will be liable for the loss and the same will be deducted from their salary.

C. Extra-Curricular Salary Schedule

1. Extracurricular activities supervisors will receive pay at the rates in Appendix
2. Activities supervisors will receive credit on the salary schedule for experience when changing levels or activities within the district; not to exceed one step per calendar year.
3. All activities supervisors will be paid off the certified staff salary schedule in Appendix B.

APPENDIX A

	Base	With TFFR
BS	\$38,200	\$43,286
BS + 6	\$38,600	\$43,739
BS + 12	\$39,000	\$44,193
BS + 18	\$39,400	\$44,646
BS + 24	\$39,800	\$45,099
BS + 30	\$40,200	\$45,552
BS + 36	\$40,600	\$46,006
BS + 42	\$41,000	\$46,459
BS + 48	\$41,400	\$46,912
BS + 54	\$41,800	\$47,365
MS	\$42,800	\$48,499
MS + 6	\$43,200	\$48,952
MS + 12	\$43,600	\$49,405

APPENDIX B

2019-2020 Extracurricular Salary Schedule

Experience	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
0	3028.20	1730.40	1514.10	1189.65	919.28	702.98	540.75	378.53	216.30	162.25
1	3058.48	1747.70	1529.24	1201.55	928.48	710.05	546.16	382.33	218.47	163.87
2	3088.76	1765.00	1544.38	1213.45	937.68	717.10	551.57	386.13	220.64	165.49
3	3119.04	1782.30	1559.52	1225.35	946.88	724.15	556.98	389.93	222.81	167.11
4	3149.32	1799.60	1574.66	1237.25	956.08	731.20	562.39	393.73	224.98	168.73
5	3179.60	1816.90	1589.80	1249.15	965.28	738.25	567.80	397.53	227.15	170.35
6	3209.88	1834.20	1604.94	1261.05	974.48	745.30	573.21	401.33	229.32	171.97
7	3240.16	1851.50	1620.08	1272.95	983.68	752.35	578.62	405.13	231.49	173.59
8	3270.44	1868.80	1635.22	1284.85	992.88	759.40	584.03	408.93	233.66	175.21
9	3300.72	1886.10	1650.36	1296.75	1002.08	766.45	589.44	412.73	235.83	176.83
10	3331.00	1903.40	1665.50	1308.65	1011.28	773.50	594.85	416.53	238.00	178.45
11	3361.28	1920.70	1680.64	1320.55	1020.48	780.55	600.26	420.33	240.17	180.07
12	3391.56	1938.00	1695.78	1332.45	1029.68	787.60	605.67	424.13	242.34	181.69
13	3421.84	1955.30	1710.92	1344.35	1038.88	794.65	611.08	427.93	244.51	183.31
14	3452.12	1972.60	1726.06	1356.25	1048.08	801.70	616.49	431.73	246.68	184.93
15	3482.40	1989.90	1741.20	1368.15	1057.28	808.75	621.90	435.53	248.85	186.55
16	3512.68	2007.20	1756.34	1380.05	1066.48	815.80	627.31	439.33	251.02	188.17
17	3542.96	2024.50	1771.48	1391.95	1075.68	822.85	632.72	443.13	253.19	189.79
18	3573.24	2041.80	1786.62	1403.85	1084.88	829.90	638.13	446.93	255.36	191.41
19	3603.52	2059.10	1801.76	1415.75	1094.08	836.95	643.54	450.73	257.53	193.03
20	3633.80	2076.40	1816.90	1427.65	1103.28	844.00	648.95	454.53	259.70	194.65
21	3664.08	2093.70	1832.04	1439.55	1112.48	851.05	654.36	458.33	261.87	196.27
22	3694.36	2111.00	1847.18	1451.45	1121.68	858.10	659.77	462.13	264.04	197.89
23	3724.64	2128.30	1862.32	1463.35	1130.88	865.15	665.18	465.93	266.21	199.51
24	3754.92	2145.60	1877.46	1475.25	1140.08	872.20	670.59	469.73	268.38	201.13
25	3785.20	2162.90	1892.60	1487.15	1149.28	879.25	676.00	473.53	270.55	202.75
26	3815.48	2180.20	1907.74	1499.05	1158.48	886.30	681.41	477.33	272.72	204.37
27	3845.76	2197.50	1922.88	1510.95	1167.68	893.35	686.82	481.13	274.89	205.99
28	3876.04	2214.80	1938.02	1522.85	1176.88	900.40	692.23	484.93	277.06	207.61
29	3906.32	2232.10	1953.16	1534.75	1186.08	907.45	697.64	488.73	279.23	209.23
30	3936.60	2249.40	1968.30	1546.65	1195.28	914.50	703.05	492.53	281.40	210.85
31	3966.88	2266.70	1983.44	1558.55	1204.48	921.55	708.46	496.33	283.57	212.47
32	3997.16	2284.00	1998.58	1570.45	1213.68	928.60	713.87	500.13	285.74	214.09

2019-2020 Extracurricular Salary Schedule

33	4027.44	2301.30	2013.72	1582.35	1222.88	935.65	719.28	503.93	287.91	215.71
34	4057.72	2318.60	2028.86	1594.25	1232.08	942.70	724.69	507.73	290.08	217.33
35	4088.00	2335.90	2044.00	1606.15	1241.28	949.75	730.10	511.53	292.25	218.95
36	4118.28	2353.20	2059.14	1618.05	1250.48	956.80	735.51	515.33	294.42	220.57
37	4148.56	2370.50	2074.28	1629.95	1259.68	963.85	740.92	519.13	296.59	222.19
38	4178.84	2387.80	2089.42	1641.85	1268.88	970.90	746.33	522.93	298.76	223.81