Master Contract Between the Maquoketa Valley Community School District and Maquoketa Valley Education Association 2020 - 2021



2020-2021 MASTER CONTRACT

The 2020-2021 agreement reflects a 3.20% package. All items shall remain current contract except as indicated below. The **bolded** are added/changed language.

Article I: Compensation

B. Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month **commencing the fifteenth day of September**, second payment to be on or before September 30th and the balance on the 15th and the last working day of each month thereafter. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

Article II: Employee Work Year

A. The in-school contract year for employees should not exceed 192 days except for employees new to the district who shall work 193 days.

The parties are agreeing to add two (2) additional days to the work year due to the COVID-19 outbreak and this addition is not precedent setting.

For 2020-2021 the in-school contract year for employees shall not exceed 194 days except for employees new to the district who shall work 195 days.

Article III: Employee Hours

A. WORKDAY

The work day shall be a consecutive 8-hour based on the starting time established by the District at the beginning of the school year. Employees will arrive in their assigned center based on the starting time established by the District at the beginning of the school year. Except as follows:

Article IV: Leaves

1. PERSONAL ILLNESS: Employees shall be granted fifteen (15) days of sick leave per consecutive year of employment with the employer. Consecutive years shall refer only to the employees most recent consecutive years of employment with the employer. Any portion of the employee's yearly sick leave unused shall be accumulated not to exceed the total of 120 days including the year during which the 120 day total is Sick day leave may only be used for leave due to illness, injury or medical accumulated. appointment(s)/procedures(s) and the employer shall be provided with reasonable evidence, if requested by the employer confirming that said leave was taken for the purposes hereinbefore set out. If an employee takes sick leave the day before or after a holiday, or is absent three or more days, the employee will be required to provide written evidence from a doctor confirming the employee's need to take sick leave. If an employee is unable to provide written evidence for leave, the employee may be required to use personal leave in place of sick leave, take leave without pay, or face disciplinary actions by the employer. Medical appointments are considered ½ day appointments. Appointments that exceed ½ day, the additional half day will be considered personal leave. Prior to an employee scheduling multiple medical appointments for the same day that may require the employee to be gone longer than a ½ day, it is the responsibility of the employee to contact the superintendent to determine if a full day of sick leave may be granted. Due to extenuating circumstances, additional sick leave may be granted at the discretion of the superintendent. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination as to any unused days on the date of the employee's termination of employment.

3. <u>PERSONAL LEAVE</u>: Employer shall grant to the employees two (2) paid personal leave days per year for business or personal purposes. Employees shall notify the principal of intent to take a personal leave day at least two school days prior to the taking of said personal leave day or less time at the discretion of the employer. If more than one employee, under the direction of the same principal, wishes to take the same personal leave day, the employee employed for the longest period of time by the employer shall have preference and the remaining employee or employees may not use said day for a personal leave day unless their principal shall determine that their absence will not have an adverse effect on the efficiency of the operation of the school or schools under said principal. Personal leave may not be taken the day preceding or following a holiday period or during regularly scheduled **professional development/in-service** days except at the discretion of the superintendent. Employees shall be allowed to take personal leave in half-day increments.

Teachers with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal day not used or may elect to carry over up to three (3) personal leave days for use in the following year(s). Employees shall notify the superintendent's office by June 1 of their preference as to carrying over or cashing out unused personal leave days.

7. Pregnancy will be treated as an illness and subject to sick leave.

The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubt exists, the superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, as sick leave will not be granted until such notification from the physician has been received. The employee may only use sick leave for the time that they physician has deemed the employee must not work. The District will allow 6 consecutive weeks for materity leave for a normal delivery and up to 8 consecutive weeks for a cesarean unless physician deems conditions are such that additional time is needed. Any paid leave available begins the date of the birth of the child. Leave will be granted in accordance to FMLA regulation.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

Article IX; Term of Agreement

This agreement shall be effective the 1st day of July, 2020 and shall continue in force and effect until the 30th day of June, 2023 on all language items only.

It is agreed that if additional Federal funding is made available to the State of Iowa for public schools that is specifically designated to compensate district employees the parties will meet to determine if/how the funds can be used to compensate employees covered by the Master Contract for the additional two (2) days. If no Federal funding is made available to the State of Iowa for public schools to directly compensate district employees, the first two (2) snow days will not be made up.

Schedule A: Base of \$33,493

Schedule A-1: Base of **\$29,243**

In Witness Whereof, the undersigned have executed this agreement on the dates hereinafter shown.

Duth	6/1/20
Maquoketa Valley Community School District – Superintendent	Date
Ronna M. Hundo	4/1/2020
Maquoketa Valley Community School District – Board President	Date
lasm R. Helle	6/1/20
Maquoketa Valley Education Association – Chief Negotiator	Date
Hannah Jahn	6/1/20
Maquoketa Valley Education Association – President	Date

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ARTICLE I

- A. The compensation of the employees covered by this agreement is set forth in Schedule A, which is attached hereto and made a part hereof.
- B. Each employee shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month commencing the fifteenth day of September, second payment to be on or before September 30th and the balance on the 15th and the last working day of each month thereafter. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.
- C. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- D. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

ARTICLE II EMPLOYEE WORK YEAR

A. The in-school contract year for employees shall not exceed 192 days except for employees new to the district who shall work 193 days.

The parties are agreeing to add two (2) additional days to the work year due to the COVID-19 outbreak and this addition is not precedent setting.

For 2020-2021 the in-school contract year for employees shall not exceed 194 days except for employees new to the district who shall work 195 days.

B. The contract year will include five (5) duty-free holidays:

Labor Day Thanksgiving Day Christmas Day New Year's Day Memorial Day

ARTICLE III EMPLOYEE HOURS

A. WORKDAY:

The work day shall be a consecutive 8-hour day based on the starting time established by the District at the beginning of the school year. Employees will arrive in their assigned center based on the starting time established by the District at the beginning of the school year. Except as follows:

- 1. The workday shall be extended thirty (30) minutes on the days there is scheduled a building staff meeting.
- 2. The workday shall be extended one (1) hour on the days there is scheduled a general staff meeting.
- 3. On Fridays and the day before holidays the workday shall conclude after the last bus departs from the employee's school building.
- 4. Employees may be dismissed earlier at the discretion of the building principal.
- 5. During the workday the employee shall be in the school building except during lunch periods or when any duty shall require the leaving of the school building.
- 6. Each elementary teacher (K-6) shall have a continuous 30 minute break time each day.
- 7. Open House Employees may be required, once per semester, to attend an evening open house. All such hours outside the regularly scheduled workday will be compensated at \$18.00 per hour.
- 8. Parent/Teacher Conferences Employees may also be required to conduct regularly scheduled parent teacher conferences beyond the normal workday. All such hours outside the regularly scheduled work day shall be reimbursed with compensation time.

B. EMPLOYEE EXTRA DUTIES:

- 1. Employees shall perform extra duties outside the normal workday as assigned by the employer.
- 2. An employee shall not be assigned more than four (4) extra duties such as ticket taking, bus chaperoning, dance chaperoning (including Prom and Homecoming), etc. during the term of the agreement. For performing said extra duties, the employee will be paid \$9.00 per hour for each hour worked or increment thereof with a minimum payment of \$18.00 per event on said duties.
- 3. The term "extra duties" shall not include duties provided in the supplemental pay schedule, extended contracts, FFA activities or as otherwise provided in this agreement.
- 4. No employee shall be assigned any extra duties on Saturday, Sunday, holidays or days preceding holidays. Chaperoning Prom and Homecoming shall be an exception to the Saturday exclusion.
- 5. Employees shall receive said pay on the last pay period in December and on the last pay period in June.

C. DUTY FREE LUNCH:

Employees shall be allowed twenty-five (25) minutes duty free lunch.

ARTICLE IV LEAVES

- 1. PERSONAL ILLNESS: Employees shall be granted fifteen (15) days of sick leave per consecutive year of employment with the employer. Consecutive years shall refer only to the employees most recent consecutive years of employment with the employer. Any portion of the employee's yearly sick leave unused shall be accumulated not to exceed the total of 120 days including the year during which the 120 day total is accumulated. Sick day leave may only be used for leave due to illness, injury or medical appointment(s)/procedures(s) and the employer shall be provided with reasonable evidence, if requested by the employer confirming that said leave was taken for the purposes hereinbefore set out. If an employee takes sick leave the day before or after a holiday, or is absent three or more days, the employee will be required to provide written evidence from a doctor confirming the employee's need to take sick leave. If an employee is unable to provide written evidence for leave, the employee may be required to use personal leave in place of sick leave, take leave without pay, or face disciplinary actions by the employer. Medical appointments are considered ½ day appointments. Appointments that exceed ½ day, the additional half day will be considered personal leave. Prior to an employee scheduling multiple medical appointments for the same day that may require the employee to be gone longer than a ½ day, it is the responsibility of the employee to contact the superintendent to determine if a full day of sick leave may Due to extenuating circumstances, additional sick leave may be granted at the discretion of the superintendent. Sick leave shall not be considered as accrued and shall not be payable to the employee upon termination as to any unused days on the date of the employee's termination of employment.
- 2. <u>BEREAVEMENT:</u> Employees shall be granted a bereavement leave of absence at full pay for up to five school days in the event of the death of a husband, wife, son, daughter, father, mother, mother-in-law or father-in-law. Employees shall be granted a bereavement leave of absence at full pay for up to four school days in the event of the death of a son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparent-in-law or grandchild.

One day of bereavement leave at full pay shall be granted to employees in the event of the death of an aunt, uncle, other relative or relative of a spouse.

Employees may be granted one working day leave of absence with pay in the event of death of a friend. The employee will reimburse the district the cost of substitute pay.

In the case of a death in the immediate family, an employee may be granted an additional bereavement leave without pay at the discretion of the superintendent, however, said additional leave shall not exceed ten calendar days.

3. PERSONAL LEAVE: Employer shall grant to the employees two (2) paid personal leave days per year for business or personal purposes. Employees shall notify the principal of intent to take a personal leave day at least two school days prior to the taking of said personal leave day or less time at the discretion of the employer. If more than one employee, under the direction of the same principal, wishes to take the same personal leave day, the employee employed for the longest period of time by the employer shall have preference and the remaining employee or employees may not use said day for a personal leave day unless their principal shall determine that their absence under said principal. Personal leave may not be taken the day preceding or following a holiday period or during regularly scheduled professional development/in-service days except at the discretion of the superintendent. Employees shall be allowed to take personal leave in half-day increments.

Teachers with unused personal leave at the end of the contract year may be reimbursed at the then current substitute rate of pay for each personal day not used or may elect to carry over up to three (3) personal leave days for use in the following year(s). Employees shall notify the superintendent's office by June 1 of their preference as to carrying over or cashing out unused personal leave days.

- 4. EDUCATIONAL MEETINGS OR VISITING OTHER SCHOOLS: Attendance at educational meetings or visiting other schools shall be permitted without loss of compensation if such absences are approved by the principal and the superintendent. Approval by the principal and superintendent may include reimbursement for such expenses as approved by the principal and superintendent. Employees desiring to be absent to attend educational meetings or visit other schools shall request approval therefore by submitting a written request signed by the principal and filed in the business office at least one week prior to the first day of anticipated absence.
- **5.** ABSENCE WITHOUT PAY: Good Cause Leave: In situations where an employee has exhausted the appropriate paid leave otherwise available in this Article or in situations not covered by any paid leave in this Article, absence with pay, without pay, or with the employee's pay being deducted for the cost of a substitute may be authorized by the superintendent for good cause. The granting or denial of this leave is not grievable under Article XIII.
- **6. ASSOCIATION LEAVE:** Employer shall allow a total of six (6) days non-cumulative leave per year to be used by the Association representatives to attend conferences and meetings of the ISEA, NEA or JDC. Said six (6) days shall be without loss of pay and may be divided among Association representatives as the Association shall determine, but said leave shall be granted only under the following conditions.
 - a. Written request on a regular request form and subsequent approval by the superintendent or his designated representative at least five (5) days prior to any day or days sought to be used.
 - b. That the employer is able to obtain a substitute or substitutes for

the day or days of said leave which are sought to be used.

- c. That the Association shall reimburse the employer for the costs incurred for the substitute or substitutes used during the day or days of said leave.
- 7. PREGNANCY: Pregnancy will be treated as an illness and subject to sick leave. The employee's physician will determine when the employee's physical condition is such that she should begin her sick leave. This notification will be submitted by the physician in writing to the superintendent. The employee's physician will also determine when the employee's physical condition is such that she may return to work. This notification will be submitted by the physician in writing to the superintendent. If any doubt exists, the superintendent may contact the employee's physician directly. It is the responsibility of the employee to assure that proper notification, as outlined above, is on file in the superintendent's office, as sick leave will not be granted until such notification from the physician has been received. The employee may only use sick leave for the time that they physician has deemed the employee must not work. The District will allow 6 consecutive weeks for materity leave for a normal delivery and up to 8 consecutive weeks for a cesarean unless physician deems conditions are such that additional time is needed. Any paid leave available begins the date of the birth of the child. Leave will be granted in accordance to FMLA regulation.

If the employee exhausts all of her accumulated and current sick leave, and has not been released by her doctor to return to work, the situation will be handled as leave without pay. The employee's pay will consequently be withheld on a per diem basis until she returns to work.

8. FAMILY MEDICAL LEAVE: Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993, Board policy, and the regulations implementing the Act.

No provision of the Act is diminished by the inclusion of this provision in this contract nor are any provisions of this contract diminished by the inclusion of this provision in the contract.

9. FAMILY ILLNESS LEAVE: Each employee shall be granted ten (10) days each year of family illness leave for sickness or injury to the employee's spouse, child, parent, parent-in-law, sibling, grandchild or foster child. Such leave shall be deducted from the employee's personal sick leave.

ARTICLE V ASSOCIATION

A. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each school building in areas designated by the building administrator; such as, teacher lounges, but not in areas open to the public or students.

- B. Intra-school mail facilities may be used for the distribution of official Association communications so long as it does not require additional delivery services or delay normal district distribution.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times during the normal school day, provided that this shall not interfere with or interrupt normal school operations. Any ISEA, NEA or JDC member outside the Maquoketa Valley School District bargaining unit that has Association business to perform shall report to the building principal, or designee, that he/she is in the building and identify the employee or employees he/she wishes to see. The principal, or designee, will check schedules of employees and grant permission if the employees are not involved in direct supervision or classroom instruction.
- D. The Association may use the buildings of the school district on the same basis and pursuant to the same procedure as any other outside group requesting use of said buildings. The Association shall not be favored in any manner over any outside group requesting use of said buildings and the Association shall be subject to the same payment procedures and restrictions as any outside group requesting use of said buildings. Any change in the regulations with respect to the use of said buildings by outside groups including the Association, shall not be the subject of arbitration or renegotiation under this Agreement.

ARTICLE VI IN-SERVICE TRAINING

Employees shall participate in and attend in-service training curricula established by the employer at the times and places designated by the employer.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definitions:

- A grievance is a claim by an employee, or a group of employees, that there
 has been a violation, misinterpretation, or misapplication of any provision of
 this contract.
- An "aggrieved person" is the person or persons making the complaint.

B. Purpose:

- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure.
- C. Employee and Association Rights:

 An employee shall be free to adjust individual complaints with the Employer, without representation. However, at no time will an employee be denied representation if requested by the Grievant.

All grievances arising under and during the term of this contract shall be settled in accordance with the procedure hereinafter set forth.

STEP I: The aggrieved employee and/or association representative shall take up any grievance at the lowest level possible, usually with the employee's immediate supervisor, as soon as possible. They shall usually meet within 24 hours after such meeting is requested, except where that period includes a weekend, holiday or a scheduled school vacation period. The principal or immediate supervisor of the greiviant shall respond in writing back to the grievant a disposition of said grieviance within 5 days.

Step II: If the employee's immediate supervisor is unable to settle the grievance and the Grievant wishes to process the grievance further, the Grievant shall submit in writing the matter in dispute to the superintendent or his/her representative and the employee's immediate supervisor within five days after the receipt of said written notice. The Superintendent or his/her representative shall give to the aggrieved employee(s) a disposition of said grievance in writing within ten days after the meeting held on the grievance in this step. The Superintendent's decision on the grievance is final.

ARTICLE VIII HEALTH & SAFETY

SAFETY EQUIPMENT

The employer shall provide employees with safety equipment required by OSHA when the employee's job requires same. Prescription safety glasses and sunglasses shall not be provided for the employees by the employer.

ARTICLE IX TERM OF AGREEMENT

This agreement shall be effective the 1st day of July, 2020 and shall continue in force and effect until the 30th day of June, 2023 on all language items only.

It is agreed that if additional Federal funding is made available to the State of lowa for public schools that is specifically designated to compensate district employees the parties will meet to determine if/how the funds can be used to compensate employees covered by the Master Contract for the additional two (2) days. If no Federal funding is made available to the State of Iowa for public schools to directly compensate district employees, the first two (2) snow days will not be made up.

ARTICLE X SAVINGS CLAUSE

Any portion of this Agreement found to be in violation of existing Federal or State Law or regulation shall become inoperative and the balance of this agreement shall continue in full force and effect until date of expiration.

MAQUOKETA VALLEY CSD SALARY SCHEDULE A 2020-2021

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INDEX	BA	BA+10	BA+20	MA	MA+15
0	\$33,493	\$34,833	\$36,172	\$37,848	\$39,522
1	\$34,833	\$36,172	\$37,512	\$39,187	\$40,861
2	\$36,172	\$37,512	\$38,852	\$40,527	\$42,201
3	\$37,512	\$38,852	\$40,192	\$41,867	\$43,541
4	\$38,852	\$40,192	\$41,531	\$43,206	\$44,881
5	\$40,192	\$41,531	\$42,871	\$44,546	\$46,220
6	\$41,531	\$42,871	\$44,211	\$45,886	\$47,560
7	\$42,871	\$44,211	\$45,550	\$47,226	\$48,900
8	\$44,211	\$45,550	\$46,890	\$48,565	\$50,240
9	\$45,550	\$46,890	\$48,230	\$49,905	\$51,579
10	\$46,890	\$48,230	\$49,570	\$51,245	\$52,919
11	\$48,230	\$49,570	\$50,909	\$52,585	\$54,259
12	\$49,570	\$50,909	\$52,249	\$53,924	\$55,598
13	\$49,930	\$52,249	\$53,589	\$55,264	\$56,938
14	\$50,290	\$52,609	\$54,929	\$56,604	\$58,278
15	\$50,650	\$52,969	\$55,289	\$57,943	\$59,618
16	\$51,010	\$53,329	\$55,649	\$58,403	\$60,957
17	\$51,370	\$53,689	\$56,009	\$58,863	\$61,417
18	\$51,730	\$54,049	\$56,369	\$59,323	\$61,877
19	\$52,090	\$54,409	\$56,729	\$59,783	\$62,337
20	\$52,450	\$54,769	\$57,089	\$60,243	\$62,797
21	\$52,810	\$55,129	\$57,449	\$60,703	\$63,257
22	\$53,170	\$55,489	\$57,809	\$61,163	\$63,717
23	\$53,530	\$55,849	\$58,169	\$61,623	\$64,177
24	\$53,890	\$56,209	\$58,529	\$62,083	\$64,637
25	\$54,250	\$56,569	\$58,889	\$62,543	\$65,097
26	\$54,610	\$56,929	\$59,249	\$63,003	\$65,557
27	\$54,970	\$57,289	\$59,609	\$63,463	\$66,017
28	\$55,330	\$57,649	\$59,969	\$63,923	\$66,477
29	\$55,690	\$58,009	\$60,329	\$64,383	\$66,937
30	\$56,050	\$58,369	\$60,689	\$64,843	\$67,397
31	\$56,410	\$58,729	\$61,049	\$65,303	\$67,857
32	\$56,770	\$59,089	\$61,409	\$65,763	\$68,317
33	\$57,130	\$59,449	\$61,769	\$66,223	\$68,777
34	\$0	\$59,809	\$62,129	\$66,683	\$69,237
35	\$0	\$0	\$62,489	\$67,143	\$69,697
36	\$0	\$0	\$0	\$67,603	\$70,157
37	\$0	\$0	\$0	\$68,063	\$70,617
38	\$0	\$0	\$0	\$68,523	\$71,077
39	\$0	\$0	\$0	\$68,983	\$71,537
40	\$0	\$0	\$0	\$0	\$71,997

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