Representatives of the Baker 5J District (District) and the Baker Education Association (BEA) met on Wednesday April 26th at 5pm to further discuss the open articles of the July 2016 - June 2019 contract.

The District presented proposal #4:

**Article XIV - Calendar and Workday:**

No changes from proposal #3. The District is committed to extending the number of days in the teacher contract in order to improve student access to teachers and teacher’s ability to plan, meet, and participate in professional development on a regular basis. Under the District proposed calendar, the teacher contract would remain with the same hours. Those hours would be spread out amongst the proposed 191 teacher days, but do not represent an increase in total teacher hours required.

The District has adopted a calendar for the 2017-2018 school year that maintains the current four day student week, with a variety of Friday staff days. Together, the Board, administrators, and staff will work to ensure that changes agreed to in contract negotiations regarding calendar will have minimal impact on students for the 2017-2018 school year.

A broadly defined Article XIV - Calendar and Workday will enable the District to engage in discussions with staff, administrators, parents, and community members to develop a calendar that addresses the needs and desires of more stakeholders. The current contract does not allow for collaboration with multiple stakeholders regarding calendar issues. Currently, any discussion about adapting to changes and needs in the District is hampered by the restrictive nature of Article XIV.

Generally, as part of the bargaining process, changes to the work day that increase student contact time would need to be discussed and bargained for, whether for the 2018-2019 school year or subsequent years. It is true that a consistent calendar provides stability for students, teachers, parents and the community. Together, the Board, administrators, and staff will work to ensure that the calendar will not change every school year, but will rather change as part of the process of identifying and assessing student and teacher needs.

**Article XVII - Professional Development:** No changes from Proposal 1, 2, and 3 as the District made significant changes to this section during negotiations in 2016.

*The Baker 5J schools exist to be the center of community vitality eliminating the barriers for gratifying individual educational experiences in order to have capable contributing citizens with character.*
Article XXIII - Professional Compensation: Proposal #4 includes a salary increase of 2% for the 2017-2018 school year, representing an estimated $267,500 increase from current personnel costs including anticipated step (3%) and column increases (4%), and an additional increase of 1% for the 2018-2019 school year, representing an estimated $192,400 increase, including anticipated step (3%) and column increases (4%) compared to the 2018-19 school year. The District would like to be competitive in the market, but budget, PERS, and other resource constraints will require a conservative sustainable approach.

The District has presented a uniform salary schedule that allows for equitable rate of growth across all salary steps based on years of experience and educational levels. As BEA has not signaled the desire to change the salary schedule for standard increases by row (yearly step increases) or across columns (credit/education increases), the District has not altered the salary table to reflect consistency. The District is open to discussing this further.

Article XXIV - Fringe Benefits: No changes from Proposal 1, 2, & 3. The District’s proposed increases of $25 for 2017-2018 and another $25 for 2018-2019 will cost an additional $34,200 for 2017-2018 and approximately the same for 2018-2019 assuming the same number of employees.

The Baker SJ schools exist to be the center of community vitality eliminating the barriers for gratifying individual educational experiences in order to have capable contributing citizens with character.
DISTRICT

PROPOSAL #4

APRIL 26, 2017
DISTRICT PROPOSAL #4
April 26, 2017

Article XIV – Calendar and Workday – No changes from Proposal #3

Article XVII – Profession Development – No Change

Article XXIII – Professional Compensation – See Appendix A

Article XXIV – Fringe Benefits – No Change
ARTICLE XIV – CALENDAR AND WORK YEAR

A. CALENDAR

1. The teacher work year, to be assigned by the district, shall not exceed one hundred ninety-one (191) contract days. These contract days shall include the following paid holidays: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, and Memorial Day.

2. There shall be a maximum of one hundred eighty (180) classroom student contact days.

3. The calendar will include:

   a. Two (2) preparation days prior to the beginning of the school year.
   b. Two (2) inservice days.
   c. A full grading day scheduled the first working day after the end of the second and fourth quarters for a total of two (2) days.
   d. A half grading day scheduled the first working day after the end of the first and third quarters for a total of three (3) days.
   e. Three (3) parent-teacher conference days.
   f. Statewide Inservice Day is a non-contract day.

4. The proposed calendar shall be referred to the Association for its review and advisory recommendations prior to adoption by the Board.

5. If schools are closed because of inclement weather or other, teachers shall not be required to report to work and will suffer no loss of pay or benefits. The District has the option to have lost hours made up with no additional compensation to teachers. In the case of a short-term emergency, less than one full day, teachers must be present whenever students remain to be supervised. If students cannot be released or transported off campus, employees will remain on site in order to supervise students.

B. WORK HOURS

1. The length of a regular teacher workweek shall not exceed forty (40) hours. The workday shall include at least thirty (30) minutes of duty-free lunch time. On Fridays and on days before paid holidays, the employee's day shall end one half hour early.

2. Preparation Time

   a. Secondary level: Teachers shall have on instructional period per day for their preparation time.
   b. Elementary level: Teachers shall have no less than three hundred sixty (360) minutes of preparation time per week. Teachers will receive a minimum of one hundred twenty (120) minutes of preparation per week during the days students are present.
   c. Haines and Keating teachers will work with their administrator to schedule comparable amount of preparation time.
ARTICLE XVII
PROFESSIONAL DEVELOPMENT
(no change)
Professional Development for 2017-18 & 2018-19 will be based on the language below.

A. TUITION REIMBURSEMENT

The district shall provide tuition reimbursement, using the hourly rates charged at Eastern Oregon State University, for all certified employees, for up to six (6) quarter hours each year.

The following shall apply to reimbursement:

1. Classes to be within the area of teaching assignment; or

2. Classes must be Level 400 or higher and related to the methods, processes, strategies, or other aspects of their teaching area, or otherwise approved in writing by the superintendent prior to taking the class.

3. Classes outside number 1 and 2 above must have approval of the building principal and superintendent.

4. Reimbursement requests will be honored for classes based on prior approval from the superintendent.

5. The district will not pay for any class for which other reimbursement or rate reduction has been paid, except that part of said charge which was not covered by other reimbursement or rate reduction.

6. Reimbursement shall be paid only for those credits completed for which the employee received an “A” or “B” letter grade, or equivalent and the district receives the official transcript or final grade report.

7. Teachers will apply for credits to be reimbursed (up to 6 quarter hours per year) prior to July 1st. Reimbursements will be distributed no later than July 31st. If, by July 1, the total dollar amount applied for exceeds the amount in the fund, those teachers applying will be refunded on a percentage basis.

8. The teacher must be an employee of the district to receive reimbursement.

9. The district will budget $15,000 for tuition reimbursement each fiscal year. A copy of the transaction for the account will be available for BEA’s review.

B. PROFESSIONAL DEVELOPMENT REIMBURSEMENTS

Professional Improvements Funds: The District shall reimburse employee expenses, for conference fees, meals at the District rate, lodging, and transportation with prior administrative approval up to $400.00 per employee, for attending educational meetings, conferences, workshops, or observations if these activities are reasonably related to the employee’s job duties, CPD requirements, or District-approved programs.
C. **STUDENT TEACHERS**

1. Acceptance of a student-teacher supervisory assignment will be strictly voluntary.

2. Monies paid to the District by the cooperating college or university for direct student-teacher supervision will be paid to the supervising teacher.

D. **CONTINUING PROFESSIONAL DEVELOPMENT**

1. For the purpose of meeting licensure requirements, the District will honor certificates of professional development and graduate credit issued from workshops, conferences, and seminars related to education, as pre-approved by the superintendent or his/her designee.

2. In addition, the District will provide certificates of completion to be applied toward professional development units for all District in-service activities.

E. **DISTRICT CREDIT**

Professional development through district-sanctioned workshops may receive special district credit.

The purpose of district credit is to encourage large numbers of staff to avail themselves to professional growth opportunities provided through district-sanctioned workshops.

The following guidelines for District Credit shall apply:

1. Credit will be awarded for attendance at the rate of one credit (quarter system) per ten classroom clock hours.

2. To be considered for credit, workshops must be open to large numbers of faculty and must be attended outside the regular contracted workday. (One credit (quarter system) per ten classroom clock hours.)

3. District credit may be received only once for the same course (i.e. beginning computers) even though the curricula may have changed slightly.

4. Staff will not be awarded credit retroactively.

F. **When utilizing in-District staff for Administrative-approved training to meet District goals and priorities:**

1. The trainer rate for work performed by Association members who provide training for other members as organized District professional development shall be paid $30.00 per hour for all hours of presentation and preparation time. The rate will be adjusted for any increase applied to the certified salary schedule beginning with 2017-18.

2. The trainer is a voluntary assignment.
3. The benefits listed in 1 shall not be available to a teacher who is otherwise receiving compensation for the time spent on training.

4. Trainer is an employee who has undergone formalized training in a specific body of knowledge or discipline whose purpose is to train fellow employees in a specific body of knowledge or discipline in a formalized and approved setting.

G. PRACTICUMS

The District and Association encourage professional growth including the attainment of administrative credentials.

1. All employees performing practicums shall be allowed the same privileges and rights as allowed by this contract.

2. Employees may be granted release time from their regular assignment. The amount of release time shall be determined by mutual agreement of the employee and the District.

3. Employees performing practicums which require duties that are administrative in nature shall not be considered as supervisors of bargaining unit employees. In no case should the salary be less than the employees’ per diem teaching rate.
ARTICLE XXIII
PROFESSIONAL COMPENSATION
Schedule 4-26-17

A. SALARY SCHEDULE

The 2017-2019 salary schedule for teachers is attached to this Agreement as Appendix A and by this reference incorporated herein. The salary schedule/index shall be the official salary schedule for all teachers in the bargaining unit and shall not be deviated from except through mutual written consent of the Association and the District.

1. Salary Placement/Advancement:
   a) New employees shall receive credit for up to fifteen (15) years of teaching experience with each year worth one (1) step. Teaching experience shall be cumulative and all half-time or more experience for one hundred thirty-five (135) consecutive days or more shall be considered a full year of experience for initial salary placement.
   b) Effective July 1 of each year, all employees, except those on the highest paid step of each column, shall receive a step increase.
   c) To move horizontally across the schedule, teachers must notify the District of credits earned by September 15 of each year. Official transcripts of credits earned must then be submitted to the District office by November 15. Payment for the salary advancement will be retroactive to the beginning of the teacher’s contract for the current year beginning no later than the November paycheck.
   d) Salary column notations of +22, +45, etc., refer to hours earned subsequent to the related degree.
   e) Coursework must be completed through a state-accredited university or college.

B. VOCATIONAL CERTIFICATION

New teachers who do not have a BA but who can be vocationally certified will be placed on the existing salary schedule using the following criteria:

1. Vocationally certified teachers will be placed on the salary schedule based on their education and experience.

2. No less than one step on the schedule will be given for every two years of work experience in the trade for which they are certified beyond the apprenticeship level. No step will be granted past the maximum incoming experience allowed in the current salary schedule. The District may exceed this limit if there are documented recruitment difficulties in filling a teaching position only if the discipline has been designated on the TSPC shortage list. (See Appendix A.)

3. Horizontal steps will be given for college credits earned after the date of initial employment and/or if deemed equivalent by the superintendent. Horizontal steps may be given for summer work experience necessary to keep the instructor qualified and current in the trade if deemed equivalent by the superintendent.
C. **Miscellaneous**

1. Employees in the bargaining unit employed less than full time (191 days, 8 hours per day) will be paid a prorated portion of the full-time salary.

2. Licensed personnel, when asked to serve on a curriculum committee, Driver's Ed or in-service project that is to involve working on days not designated as regular working days in the yearly contract, will be paid the base per diem salary per eight (8) hour day on a prorated basis for such service, including a thirty (30) minute duty-free lunch period.

3. Licensed personnel, when pre-approved to work beyond regular contract days/hours in their area of assignment, but outside the 191-day contract period, shall be paid 1/191st of his or her current salary for each day of such service which shall include summer school.

4. Each teacher shall choose his or her method of receiving pay from the following choices, and shall notify the payroll office by September 5th of each school year of the method desired.

   a) Ten equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through May, with the tenth paycheck issued after the last teacher contract day, but no later than the last business day in June.

   b) Twelve equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through August.

   c) Twelve equal payments, with paychecks issued on the last working day of each month, beginning in September and continuing through May, with the remaining paychecks issued after the last teacher contract day, but no later than the last business day in June.

5. The District has established a "payroll cutoff" date of the 12th of each month. Employees who have salary days to be deducted after the cutoff date will have the deduction made from the following month's check.

6. a) Teachers with a regular assignment to more than one building within Baker City shall be paid at the flat rate of $100.00 per year for their interschool travel.

   b) Teachers who are expected to travel as part of their regular job assignment shall be furnished a vehicle or receive compensation for travel in their personal vehicle.

7. Licensed employees in outlying one-teacher schools will be paid an additional 6% of the teacher's salary per year above their regular salary for added building responsibilities they must assume.

8. Teachers and their spouses will receive free passes to all regular season high school athletic events.

D. **Professional Salary Plan**
The Professional Salary Plan for all unit members shall include the following:

1. The District shall not withhold from members' monthly salaries the employee contribution/payments required by ORS 238.200 and ORS 238A.330.

2. The District shall pay the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions paid pursuant to this Section (B2) shall be considered as "salary" within the meaning of ORS 238.005 (20) and ORS 238A.005 (16)(b)(F) with respect to PERS for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8), but shall not be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. The employer will file any required notices with the Public Employees Retirement Board.
## Appendix A

**Baker School District SJ**

**Certified Salary Schedule**

**2017-2018**

<table>
<thead>
<tr>
<th>2017/2018</th>
<th>BA</th>
<th>BA +22</th>
<th>BA +45</th>
<th>BA +60</th>
<th>BA +75</th>
<th>BA +90</th>
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<td>with 2%</td>
<td>A1</td>
<td>B2</td>
<td>C3</td>
<td>D4</td>
<td>E5</td>
<td>F6</td>
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<td>33,857</td>
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<td>36,619</td>
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<td>43,725</td>
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### Appendix A
Baker School District 5J
Certified Salary Schedule
2018-2019

<table>
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<tr>
<th>2018/2019 with 1% BA A1</th>
<th>BA +22 B2</th>
<th>BA +45 C3</th>
<th>BA +60 MA D4</th>
<th>BA +22 E5</th>
<th>MA+45 F6</th>
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<td>52,693</td>
<td>54,314</td>
<td>56,486</td>
</tr>
</tbody>
</table>
ARTICLE XXIV
FRINGE BENEFITS

The District shall pay the following contribution towards insurance premiums for the school year of 2017-2018 $1,050 per month and for the school year 2018-2019 $1,075. The Association will be responsible for selection of the medical insurance plans for members of the bargaining unit and the District will be responsible for selection of all other plans including dental, vision and life.

For employees who select OEBB’s high deductible, low cost plan that requires a Health Savings Account (HAS) contribution the District shall contribute the difference between the District’s contribution cap and the premium cost of the employee’s HAS account.

Employees may also make pre-tax contributions to their HAS up to the maximum allowed by federal law.

Qualified individuals shall be those whose contract is half-time or more.

A separate prorated fringe benefit program shall be available for those employees not eligible for the full fringe benefit program. Those prorated benefits shall be the same percentage ration as their respective contracts.

A. The District will pay insurance premiums, up to the capped amount, for Medical, Dental, Vision, Life Insurance, and Agent Fees.

B. The District shall carry employee liability insurance which protects the members of the bargaining unit. Such insurance shall have a two million dollars ($2,000,000) limit and shall protect the employees in the conduct of their employment-related duties so long as acting in a prudent manner.

C. Employees, newly hired by the Board, shall be eligible for Board-contributed insurance premiums, per acceptance of written application by the insurance carrier, on the first day of the month following the date of hire.

D. Proration

1. Qualified individuals shall remain as those members of the bargaining unit that work at least .5 (half time) based upon 20 hours per week of work. Any members working less than .5 shall not be entitled to such fringe benefits.

2. Fringe benefits for those employees working at least .5 but less than full time shall be prorated as follows:
   a. FTE .5 receives .5 fringe benefits
   b. FTE .6 receives .6 fringe benefits
   c. FTE .7 receives .7 fringe benefits
   d. FTE .8 receives .8 fringe benefits
   e. FTE .9 receives .9 fringe benefits
   f. FTE calculations shall be rounded to the nearest 1/10th.

3. Any hours worked beyond the base teaching contract (example - extra duty contract) shall not increase the base percentage worked for the member.
E. Opt Out. An employee who maintains coverage under an employer-sponsored group medical benefit plan, may opt out of coverage and choose one or both of the following options.
Article XIV-Calendar and Workday:
Leave the calendar and workday language "as is" in the current contract for the 2017-2018 and 2018-2019 school year.

Article XVII Professional Development:
Leave the language "as is" in the current contract for the 2017-2018 and 2018-2019 school year.

Article XXIII-Professional Compensation:
3% salary raise for 2017-2018 School Year
3% salary raise for 2018-2019 School Year

Article XXIV-Fringe Benefits:
The District shall pay the following contributions towards insurance premiums for the year of 2016-2017 school year of $1,925 per month 2017-2018 school year of $1,075 per month and for the year of 2018-2019 school year of $1,100 per month. The Association will be responsible for selection of the medical insurance plans for members of the bargaining unit and the District will be responsible for selection of all other plans including dental, vision and life.

For employees who select OEBB’s high deductible, low cost plan that requires a Health Savings Account (HAS HSA) contribution the District shall contribute the difference between the District’s contribution cap and the premium cost of the employee’s HAS HSA account.

Employees may also make a pre-tax contribution to their HAS HSA up to the maximum allowed by federal law.

Qualified individuals shall be those whose contract is half-time or more.

A separate prorated fringe benefit program shall be available for those employees not eligible for the full fringe benefit program. Those prorated benefits shall be the same percentage ration as their respective contracts.

A. The District will pay insurance premiums, up to the capped amount, for Medical, Dental, Vision, Life Insurance, and Agent Fees.

B. The District shall carry employee liability insurance which protects the members of the bargaining unit. Such insurance shall have a two million dollars ($2,000,000) limit and shall protect the employees in the conduct of their employment-related duties so long as acting in a prudent manner.
C. Employees, newly hired by the Board, shall be eligible for Board-contributed insurance premiums, per acceptance of written application by the insurance carrier, on the first day of the month following the date of hire.

D. Proration

1. Qualified individuals shall remain as those members of the bargaining unit that work at least .5 (half time) based upon 20 hours per week of work. Any members working less than .5 shall not be entitled to such fringe benefits.

2. Fringe benefits for those employees working at least .5 but less than full time shall be prorated as follows:
   a. FTE .5 receives .5 fringe benefits;
   b. FTE .6 receives .6 fringe benefits;
   c. FTE .7 receives .7 fringe benefits;
   d. FTE .8 receives .8 fringe benefits;
   e. FTE .9 receives .9 fringe benefits;
   f. FTE calculations shall be rounded to the nearest 1/10th.

3. Any hours worked beyond the base teaching contract (example - extra duty contract) shall not increase the base percentage worked for the member.

E. Opt Out. An employee who maintains coverage under an employer-sponsored group medical benefit plan, may opt out of coverage and choose one or both of the following options.

1. The amount of taxable income equal to the prorated (for part-time employees) monthly premium employee fringe benefit rate, less cost of dental, vision, life insurance, agent fees; times 80% 90%, less payroll costs, (FICA, PERS, PERS Pick-up and Medicare).

2. The District will hold harmless the Association as well as employees for any advance taxing consequences of the opt-out provision.

F. The benefit program identified herein shall be provided only in accordance with relevant Oregon Revised Statutes, the underwriting rules, and regulations as set forth by the carrier(s) or the policy retained by the policyholder.