

AGREEMENT
BY AND BETWEEN THE
SEQUOIA ELEMENTARY TEACHERS
ASSOCIATION/CTA/NEA
AND THE
SEQUOIA UNION ELEMENTARY
SCHOOL DISTRICT
2023-2024

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ARTICLE I: PURPOSE OF AGREEMENT

- 1.1 It is the purpose of this Agreement to promote more effective and efficient educational programs through a binding and bilateral agreement by and between the Governing Board of the Sequoia Union School District (hereinafter referred to as "District") and the Sequoia Elementary Teachers Association/CTA/NEA (hereinafter referred to as "Association" or "SETA"). This Agreement will preserve both the public interest and management responsibility and recognizes the legitimate interest of employees represented by SETA.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code.
- 1.3 This Agreement shall remain in full force and effect from July 1, 2023 to June 30, 2024.

ARTICLE II: RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representation for all certificated employees of the District except those employees serving as substitutes and any employee designated as Management, Confidential or Supervisory. Any disputes regarding the appropriateness of a unit shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE III: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included but not limited to those duties and powers are the rights in accordance with applicable laws and District regulations to:
- 3.2 Direct the work of employees, determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, insure the rights of students, parents, employees, managers, and Board of Education members, determine the number and kinds of personnel required, determine new job descriptions except for salary placement, maintain the efficiency of the District operation, build, move or modify the facilities, develop a budget, develop and implement budget procedures, and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, terminate, and discipline employees.
- 3.3 Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the District to adopt, amend, or rescind such policies, rules, and regulations as the Board of Trustees, in its discretion, shall deem necessary, or any other powers vested in the District by the California Education Code, or by other laws regulating, authorizing or empowering the District to act or refrain from acting, except as expressly agreed to in the Master Agreement.

ARTICLE IV: NEGOTIATION PROCEDURES

- 4.1 Once the provisions of Government code 3547 are met concerning public notice, the parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed.
- 4.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.3 The Board and Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 4.4 Negotiations shall take place at mutually agreeable times and places within forty-five (45) calendar days from receipt of written request, provided that the Board shall grant only such release time for negotiations as is reasonable.
- 4.5 The Board shall furnish upon written request, the Association with two (2) copies of all required state and county reports in a timely fashion, and copies of all budgetary and other material necessary for the Association to fulfill its role as the exclusive bargaining representative in a timely fashion, so long as nothing shall be required of the Board to make any material available in other than its ordinary form.
- 4.6 The Board shall furnish SETA members with placement of personnel on the certificated salary schedule on or before October 1st of each year or within 30 days of any adjustment and employee placement to the salary schedule.

ARTICLE V: ASSOCIATION RIGHTS

- 5.1 It is understood and agreed to by the parties that the Association shall enjoy the rights provided for in California Government Code Sections 3543.1 (a), (b), (c) and (d), subject to appropriate and reasonable rules of the District.
- 5.2 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions, or any other plans jointly approved by the Association and the District.
- 5.3 SETA and its members shall have the right to make reasonable use of school buildings and in accordance with the District's use of facilities policy SETA shall be able to transact official Association business on school property during all non-instructional times and shall notify the Superintendent/Principal of intended use.
- 5.4 The SETA president or designee will be provided with the complete Board agenda and adopted minutes of the previous meeting prior to the Board meetings.
- 5.5 No reprisals shall be levied against any member of the SETA because of lawful SETA activity outside the regular workday.
- 5.6 SETA has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
- 5.7 The Association shall be entitled to use up to three (3) days of release time for use by designated Association members for the conduct of Association business.
- 5.7.1 The dates upon which such days are to be used, and the names of the specific unit members to be released shall be designated by the SETA President.
- 5.7.2 Said dates and names shall be provided in writing to the Superintendent at least five (5) work days before the actual days of utilization.

ARTICLE VI: PAYROLL DEDUCTIONS

6.1 Professional Dues

Any unit member who is a member of Sequoia Unified Teachers Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.2 Information to District

The Association agrees to furnish any information needed by the District to fulfill the provisions of all the sections of this Article.

ARTICLE VII: WORK HOURS AND WORK YEAR

- 7.1 Full time members shall be on campus thirty (30) minutes before and thirty (30) minutes after the instructional day, normally not to exceed seven and three-quarter (7 3/4) hours per day.
- 7.2 The number of scheduled workdays for all unit members shall be one hundred eighty-five (185) days.
- 7.3 Workdays for the school year shall be as set forth in the school calendar. The school calendar shall be subject to consultation between the District and SETA.
- 7.4 Unit members are entitled to a duty free lunch period of at least thirty (30) minutes.
- 7.5 Unit members shall be allowed an earlier departure time on the last workday before the Thanksgiving Holiday, the Winter Break Holiday and Spring Recess.
- 7.6 Extra duties (bus/yard/crosswalk) before, during, and after school shall be assigned as equitably as possible.
- 7.7 Professional responsibilities beyond the duty day which will not be compensated include the following:
 - 7.7.1 Back to School night
 - 7.7.2 Open House
 - 7.7.3 Parent Conferences
 - 7.7.4 Graduation
 - 7.7.5 Grade Level Field Trips
 - 7.7.6 Carnival
 - 7.7.7 Winter Program
- 7.8 SUSD values the time that is spent by unit members in site staff meetings. Unit members may be required to attend one (1) meeting per week for a time period not to normally exceed one and one-half (1 1/2 hours) past the assigned duty day or 4:45 p.m.
- 7.9 A unit member may be excused from attending a meeting past the end of the duty day due to a previously scheduled appointment, as approved by the site administrator or designee.

- 7.10 SETA shall be granted time at each staff meeting to address the site faculty regarding issues of concern for SETA membership.

ARTICLE VIII: GRIEVANCE PROCEDURE

- 8.1 A "grievance" is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
- 8.2 A "grievant" is the person or persons, including the Association, making the claim.
- 8.3 A "day" is any day in which bargaining unit members are scheduled to work (one of 185).
- 8.4 The "immediate supervisor" is the Principal/Superintendent.
- 8.5 Before filing a formal grievance, the grievant must attempt to resolve it by an informal conference with the Principal/Superintendent.
- 8.6 Level I - Principal/Superintendent
- Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the Principal/Superintendent. This statement must be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The Principal/Superintendent shall communicate a decision to the grievant in writing within twenty (20) days after receiving the grievance. If no response is provided in the timeframe allotted, the grievant may appeal to the next level. Within the above time limits, either party may request a personal conference with the other party.
- 8.7 Level II - Mediation
- In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the matter to Mediation by submitting such appeal to the Superintendent or his/her designee and the Association, using the appropriate form.
- 8.7.1 Such appeal may be filed at anytime within ten (10) days after the grievant has received the Level I decision.
- 8.7.2 The parties shall contact the California State Mediation and Conciliation Service to obtain the services of a mediator who shall work with the parties in an effort to resolve the grievance. The mediation phase of this

procedure shall be completed as soon as practicable. If this step is not successful, no report shall be issued.

8.8 Level III - Arbitration

In the Event that a resolution which is satisfactory to the grievant and/or the Association cannot be achieved at Level II (Mediation), the grievant may request the Association to submit the grievance to arbitration or the Association, on its own motion, may forward the matter to arbitration.

8.8.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list of arbitrators with experience in the public school setting from the California State Mediation and Conciliation Service. As soon as practicable the parties shall alternatively strike names until only one name appears. That name shall be the arbitrator. The order of striking shall be determined by lot. The arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

8.8.2 The fees and expenses of the arbitrator in the hearing, including the cost of ant transcript of the hearing, shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

8.8.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission issue, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

8.8.4 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

- 8.8.5 After a hearing, the arbitrator shall submit in writing to all parties his/her findings of fact, reasoning and conclusions on the issues submitted.
- 8.8.6 The decision of the arbitrator shall be final and binding on all parties subject only to judicial review.
- 8.9 The grievant may have the grievance adjusted without intervention by the Association at any level, provided that the proposed adjustment is first submitted in writing to the Association and the Association is given the opportunity to respond.
- 8.10 The bargaining unit member has the right to represent him/herself or to have a representative of his/her choice in the grievance process including the informal level. In no case may the grievant's choice be a representative of any organization other than the exclusive representative. The grievant and one (1) representative shall be granted reasonable released time for the purpose of attending grievance hearings at each level should such release time be necessary.
- 8.11 In the event multiple employees are alleged to be adversely affected in an identical manner by a violation of the specific provision of this Agreement a single employee may carry the grievance in the name(s) of those affected and any finding or decision shall apply equally to all affected.
- 8.12 No reprisals of any kind will be taken against unit members because of the exercise of their rights in following the grievance procedure.

ARTICLE IX: CLASS SIZE

9.1 Class Size Maximums

- | | | |
|-------|---------------------------|----------------|
| 9.1.1 | Grades TK-3 | 24:1per class |
| 9.1.2 | Grades 4-5 | 29:1 per class |
| 9.1.3 | Grades 6-8 | 30:1 per class |
| 9.1.4 | Grades TK-2 Combo classes | 20:1per class |
| 9.1.5 | Grades 6-8 Combo Classes | 24:1 per class |

9.2 Beginning July 1, 2020, Bargaining Unit Member teaching grades TK-3 who have more than 24 students enrolled in the Bargaining Unit Member's homeroom will be remunerated \$20.00 per student, per day, based upon class enrollment, at the end of each month.

9.3 Beginning July 1, 2020, Bargaining Unit Members teaching grades 4-5 who have more than 29 students enrolled in the Bargaining Unit Member's homeroom will be remunerated \$20.00 per student, per day, based upon class enrollment, at the end of each month.

9.4 Beginning July 1, 2020, Bargaining Unit Members teaching grades 6,7, & 8 who have more than 30 students per period in core academic classes (English, Math, Science, History/Social Studies), will be remunerated \$4.00 per student, per day, based upon enrollment, at the end of each month. In the event of block schedules, each block will equal two periods.

9.5 Beginning July 1, 2020, Bargaining Unit Members teaching a combo class in grades TK-2 who have more than 20 students enrolled in the Bargaining Unit member's class will be remunerated \$20.00 per student, per day, based upon class enrollment, at the end of each month.

9.6 Beginning July 1, 2020, Bargaining Unit Members teaching a combo class in grades 3-8 who have more than 24 students enrolled in the Bargaining Unit Member's class will be remunerated \$20.00 per student per day in grades 4-5 and \$4.00 per academic class period (English, Math, Science, History/Social Studies) in grades 6, 7, & 8 per period per day based upon enrollment, at the end of each month.

ARTICLE X: TEACHING CONDITIONS AND SAFETY

- 10.1 The District recognizes that appropriate materials are the tools of the teaching profession. The District agrees to consult with teachers on the purchase and use of texts and materials. The District recognizes the teacher's concerns for assistance in the preparation of instructional materials, and will try where feasible to provide it. Teachers shall not be required to work under unsafe conditions, or to perform tasks, which endanger their health, safety, or well-being, and shall be required to report unsafe conditions to the Superintendent/Principal.
- 10.2 To facilitate effective communication, employees need professional development and staff in-service, the administration shall provide for a planning group(s) to develop recommendations for pre-service and in-service training. Meetings shall be called as necessary.
- 10.3 In order to maintain open and honest communication between the administration and teachers, the certificated staff and SETA representatives shall meet with the Board and the Superintendent/Principal at the request of either party.
- 10.4 A teacher may suspend a student from his/her class for the day of the suspension and the day following for good cause. The teacher shall report the suspension to the Superintendent/Principal and send the student to the Superintendent/Principal for appropriate action.
- 10.5 The District shall reimburse teachers for any loss or damage to personal property that occurs during the course of the teacher's performance of his/her duties and responsibilities with the District. It is understood and agreed that these items shall have the prior written approval of the Superintendent to be eligible for District coverage.
- 10.6 Teachers shall be reimbursed by the District for all pre-authorized expenses incurred while at required (in writing) meetings, workshops or classes. This includes registration, mileage, meals and any other expense related to the activity.
- 10.7 The Governing Board recognizes that parents may request to change class placement for their student(s) after school commences. The following criteria must be met before a request from parent(s) for change of placement can be granted.

- A minimum of 15 classroom days of instruction prior to change
- Parents must meet with the teacher to express concern before classroom visitations
- Parents must schedule 2 separate classroom visits with at least 2 school days' notice.
Visits should be between 30 to 60 minutes
- Administrator must be present during the entire visit
- Unscheduled visits are not permitted
- Parents must meet with the teacher after each visitation to the classroom prior to change
- If the conferences with the teacher have not resolved the problem, then a conference with the Superintendent/Principal is required
- Classroom changes must be the result of a serious need, determined by the Superintendent/Principal, school psychologist, classroom teacher, and parent.

ARTICLE XI: PROCEDURES FOR EVALUATION

- 11.1 Every probationary certificated unit member shall be evaluated by the administration in writing at least twice each school year and such written evaluation shall be transmitted to the employee not later than thirty {30} calendar days before the end of each school year in which the evaluation takes place. No later than the end of the seventh school week after the start of an assignment of the year in which the evaluation is to take place, the evaluator and the certificated employee shall meet and discuss the evaluation process. Each evaluation shall be based upon at least one pre-arranged observation lasting either thirty-five (35) minutes or one full lesson. At least two (2) observations shall take place prior to any negative comments or judgments being included in the annual summary evaluation, except in instances of unprofessional conduct. Prior to any formal observation, the Principal will conduct a conference with the evaluate for the purpose of reviewing the employee's job description and establishing goals, objectives, and assessment techniques to be utilized during the school year.
- 11.1.1 Any certified employee who receives a negative evaluation shall, upon written request, be entitled to a subsequent observation as prescribed above.
- 11.1.2 Consistent with California Education Code Section 44929.21 and other applicable statutes, the employment of any probationary staff member may be non-renewed without cause.
- 11.2 Every permanent certificated staff member shall be evaluated by the administration on a continuing basis in writing at least once per year. Employees may schedule their evaluations in advance. The written evaluation shall be transmitted to the employee not later than thirty {30} calendar days before the end of the school year in which the evaluation takes place.
- 11.3 It is understood and agreed by the parties that the primary objective of the evaluation process is to improve the quality of instruction. A teacher shall be evaluated by the Superintendent/Principal.

- 11.4 Following each formal evaluation by the Superintendent/Principal, a meeting shall be held between the evaluator and the evaluatee. The evaluatee shall have the right to initiate a written reaction or response to the evaluation. Such responses shall become an attachment to the evaluation and be placed in the evaluatee's personnel file.

ARTICLE XII: TRANSFERS

- 12.1 A Transfer refers to the reassignment of a teacher to another position within the school.
- 12.2 Voluntary reassignment - A teacher may request a voluntary transfer to take effect during the school year or at the beginning of the next school year.
- 12.2.1 The request for reassignment shall be made within ten (10) days of the announcement of a vacancy.
- 12.2.2 All requests for voluntary reassignments shall be considered on the basis of the applicant being properly credentialed, and being best qualified for the vacancy.
- 12.2.3 If a voluntary reassignment request is denied, the teacher shall be provided, upon request, with the specific reasons for the denial.
- 12.3 Involuntary Reassignment - No teacher may be involuntarily reassigned except for good and sufficient cause.
- 12.3.1 Teachers shall be given notification of any administrative request that they be transferred for the coming school year and every effort will be made to provide such notification by the last day of school.
- 12.3.2 A meeting between the teacher and the Superintendent/Principal will be held before a new assignment is made, at which time the teacher will be notified as to the reasons for the reassignment.
- 12.4 A unit member who is transferred to a new classroom during the work year shall be provided up to two (2) days of release time for the purpose of preparing and moving materials.
- 12.5 The District shall provide reasonable assistance in moving materials for any voluntary or involuntary re-assignee.
- 12.6 Teachers being involuntarily reassigned at any time shall submit purchase requests up to \$300.00 for materials to be used to meet the educational needs of their students. Teachers shall submit receipts for purchases to the Superintendent/Principal for reimbursement.

- 12.7 Currently employed certificated staff members who have applied and are qualified for a vacant position in the District's teaching staff shall receive first consideration for the position prior to the employment of anyone from outside the District. Exceptions to this provision are authorized when such exceptions are necessary in order to meet the requirements of the District's Affirmative Action Program or when the qualifications of an outside applicant are clearly superior. Unit members not selected for any transfer will be provided reasons for the "non-transfer" if the unit member makes such a request in writing within five (5) days of the transfer being completed.
- 12.8 No position shall be filled until after the closing date for application specified on the notice of vacancy. All vacancies will be posted at the school site for at least seven calendar days before the position is filled. Exceptions to the seven day posting may occur when a vacancy is posted two weeks before instruction starts at the beginning of any school year. In those cases, vacancies will be posted for a minimum of three calendar days.

ARTICLE XIII: SALARIES

13.1

13.1 Employees shall be appropriately placed on the salary schedule and in no case shall more than one (1)_step be taken for each year of service. Units will be paid as the employee moves across the columns of the salary schedule.

13.2 The maximum number of years credit provided for experience of the salary schedule for teachers new to the District shall be ten (10) years with placement on Step 11.

13.3 Stipends shall be paid as follows:

13.3.1	Back to School Night	\$100.00
13.3.2	Open House	\$100.00
13.3.3	Winter Program	\$100.00
13.3.4	Drama Program Lead	\$1,000.00 each
13.3.5	Drama Program Assistant	\$1,000.00 each
13.3.6	Sports Coach (Head Coach/Per Sport Season)	\$1,000.00 each
13.3.7	Ag Team Leader (1 Individual)	\$690.00
13.3.8	Christmas Program (! Individual)	\$200.00
13.3.9	SCICON (1 Individual)	\$100.00 per day
13.3.10	Year Book (1 Individual)	\$690.00
13.3.11	Student Council Advisor	\$800.00
13.3.12	Master's Degree	\$920.00 each
13.3.13	Doctorates	\$1,000.00 each

13.4 Lead Teacher \$2,500.00 (3 Individuals)

This is to be a 2 year position. The grade level Leader may serve for subsequent terms if voted to do so by the members of the Grade Level Team. This position serves at the bequest of the Administration.

13.4.1 Lead Teacher Responsibilities:

- 13.4.1.1 Serve as the lead Educator for one of three teams
(K-2, 3-5, or Jr. Hi.)
 - 13.4.1.2 Attend Leadership meetings as scheduled
 - 13.4.1.3 Transmit information from the Leadership Meeting to your
team
 - 13.4.1.4 Support the program as laid out by Administration and the
School Board
 - 13.4.1.5 Assist and mentor other teachers as needed
- 13.5 Overnight Field Trips for 6th and 8th grades: The District agrees to pay the cost of the
overnight lodging plus \$40.00 for meals per day.
- 13.6 Salary Schedule Adjustments
 - 13.6.1 A 5.7% C.O.L.A adjustment to the salary schedule and is retroactive to
August 2023. A one-time payment of 4.3% based on the adjusted salary
schedule.
- 13.7 Steps 21 and 23 in Columns BA+ 60 and BA+ 75 will be added to the 2019-2020 Salary
Schedule, and will be retroactive to July 1, 2019. (See Appendix A)

ARTICLE XIV: FRINGE BENEFITS

- 14.1 The District agrees to increase the current benefit cap from \$1,425.00 to \$1,500.00 per month, ongoing. Benefits provided by SISC including the following:
 - 14.1.1 100-A \$20
 - 14.1.2 ESI Prescriptions 200/10-35
 - 14.1.3 Delta Dental Incentive
 - 14.1.4 VPS - C \$10 Co-pay
- 14.2 Employees on Board approved unpaid personal leaves of absence shall have the option to continue the insurance coverage for the duration of the leave with premium payments to be paid by the employee to the District on designated dates defined by the District.
- 14.3 Employees returning from a leave of absence shall assume the same percentage of benefits as they had prior to their leave consistent with past practices of carriers.
- 14.4 SETA agrees to table GAP Insurance discussion until the 2024-2025 school year.
The District Agrees to complete cost analysis of GAP insurance and report the findings to SETA by September 1st, 2024.

ARTICLE XV: LEAVES

15.1 Sick Leave

- 15.1.1 Certificated employees employed five (5) days per week shall be entitled to ten (10) days sick leave each school year commencing on the first day of employment.
- 15.1.2 Any certificated employee, who is absent from duty on account of illness, accident, or pregnancy for more than his or her sick leave entitlement, shall receive the difference between his or her regular salary and th'e emergency 40- day substitutes only.
- 15.1.3 Unit members absent for more than three (3) consecutive days or a total of Twenty (20) days in any one school year may be required to submit a physician's statement verifying causes of illness.
- 15.1.4 The District may require a review and examination by a District selected physician for any illness recorded.
- 15.1.5 The personnel records of the District shall allow the attendance of each unit member which shall also include the unused sick leave days accumulated by each member.
- 15.1.6 Sick leave is credited to the employee's account in advance of accrual. The amount of sick leave an employee may use at any time is the total amount credited to his/her account, whether or not it has actually been accrued. In the event an employee leaves the employ of the District after having used more sick leave than the total amount earned at the rate of one (1) day per month, the unearned portion shall be reimbursed by deduction from his/her final warrant or by cash payment to the District.
- 15.1.7 Certificated employees may charge medical appointments against sick leave. However, whenever possible such appointments shall be made when school classes are not in session.
- 15.1.8 In addition, certificated employees may use sick leave for giving care

to members of the immediate family (as defined in Section 15.3).

- 15.1.9 Emergency Absence for more than two (2) hours in classroom supervision shall result in the loss of one-half (1/2) day sick leave. The reasons for such absences must be presented to and approved by the Principal.

15.2 Personal Necessity Leave

- 15.2.1 Teachers shall be entitled to use up to seven (7) days of accumulated and/or credited sick leave during each year in case of personal necessity.

- 15.2.2 Purposes and/or reasons for which Personal Necessity Leave may be used shall include the following:

- 15.2.2.1 Death of member of the immediate family. Use of Personal Necessity Leave for this purpose shall occur after the full amount of Bereavement Leave time as provided for in Paragraph 15.3 below has been utilized

- 15.2.2.2 Accident involving the teacher's person or property or the person or property of member of his/her immediate family.

- 15.2.2.3 Observance of an established religious holiday of the employee's particular faith or denomination (one day only),

- 15.2.2.4 An illness or an unusual circumstance involving the employee or a member of the employee's immediate family which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his/her assigned hours of service.

- 15.2.2.5 Such other reasons as the District may approve.

- 15.2.3 In no case shall Personal Necessity Leave be used for:

- 15.2.3.1 Extension of school holiday or vacation
- 15.2.3.2 Extension of approved vacation.
- 15.2.3.3 Personal vacation when not provided under the terms of employment.
- 15.2.3.4 Convention-related to employees' avocation.

15.2.4 Compensation for Personal Necessity Leave shall be in accordance with the applicable provisions of the sick leave policy of the sick leave provisions of this Agreement.

15.2.5 Requests for Personal Necessity Leave shall be made at least seven (7) days in advance to the Superintendent/Principal who reserves the right to verify such requests by an appropriate means.

15.2.6 Advance permission is not required in the following situations which are specified by statute: "(a) death or serious illness of his/her immediate family, (b) accident involving his/her person or property, or the person or property of his/her immediate family."

15.3 Bereavement Leave

Every certificated employee is entitled to a leave of absence not to exceed three (3) days; or five (5) days if one-way travel exceeds 200 miles is required because of the death of a member of his/her immediate family. No deductions shall be made from the employee's salary nor will this leave be deducted from sick leave. Members of the immediate family as designated in this contract means Mother, Stepmother, Father, Stepfather, Grandparents. Mother-in-law, Father-in-law or Grandchildren of the Employee or of the Spouse or Registered Domestic Partner of the employee and the Spouse or Registered Domestic Partner, Son, Stepson, Son-in-law, Daughter, Stepdaughter, Daughter-in-law. Brother, Stepbrother or Sister, Stepsister of the employee or any relative living in the immediate household of the employee.

15.4 Personal Leave

A teacher shall be entitled to two (2) days of paid leave per school year. A teacher

shall notify the Superintendent/Principal at least twenty-four (24) hours in advance of taking such leave. A teacher shall not be required to secure permission for utilizing such leave. Such leave shall not be deducted from sick leave.

15.5 Maternity/Paternity Leave

Teachers may use accumulated illness, accident leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, or infant adoption. The length of such leave, including the date on which the leave is to begin and the date on which the duties are to resume, shall be determined by the teacher and the physician.

15.6 Child Care Leave

15.6.1 A leave of absence may be granted to a teacher without pay for the purpose of raising his/her natural or adopted child, (or providing primary care for an immediate family member). Such a leave shall normally be for no more than twelve (12) months duration.

15.6.2 District and the teacher may agree to extend the period of leave beyond twelve (12) months in order that the return date may coincide with the normal school breaks, i.e., the beginning of the semester. The District may grant an extension of the leave for up to an additional twelve (12) months.

15.7 Jury Duty Leave

Members of SETA shall be entitled to leave, without loss of pay, to appear in court as a witness, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

15.7.1 Any compensation received for appearance as a witness or from serving as a juror, (minus any mileage expense) under this section, shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of or no less than his/her regular pay.

15.7.2 Persons requesting leave under this policy shall submit a copy of the subpoena or summons requiring their appearance.

15.8 Extended Illness Leave

Upon exhaustion of all accumulated illness/injury leave credit, a unit member who continues to be absent under the provisions of this article shall receive, for up to one hundred (100) days, the difference between his/her pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute.

15.9 Industrial Accident and Illness Leave

15.9.1 A member of the bargaining unit who is absent from duty because of an industrial accident or illness shall be entitled to industrial accident or illness leave under the following conditions and regulations as authorized under Education Code Section 44984.

15.9.2 Allowable leave shall be for sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

15.9.3 Allowable leave shall not be accumulated from year to year.

15.9.4 Such leave shall commence on the first day of absence.

15.9.5 When a certificated employee is absent from his duties resulting from an industrial accident or illness, he shall be paid such portion of the salary due him for any month in which the absence occurs as when added to his temporary disability indemnity (Div. 4 or Div. 4.5 of the Labor Code) will result in a payment to him of not more than his full salary.

15.9.6 An industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

15.9.7 In the event an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

15.9.8 Upon termination of the industrial accident or illness leave, the employee

shall be entitled to benefits provided in Education Code Sections 44977, 44978, 44983 and for the purposes of each of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

15.9.9 Should an employee continue to be receiving temporary disability indemnity he may elect to take as much of the dollar value of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.

15.9.10 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct no mal retirement and other authorized contributions.

15.9.11 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees so authorizes travel outside the State. (EC 44984)

15.10 Family Care and Medical Leave

15.10.1 Entitlement to leave

An employee shall be entitled to family care and medical leave as set forth in Government Code 12945.2 and the Family and Medical Leave Act of 1993 (FMLA).

15.10.2 Use of Sick Leave

For leave allowed under this Article 15.10. A other than for employee illness, an employee shall substitute any of the employee's accrued vacation leave, other ACC RUED time off and any other paid or unpaid time off. If an employee takes leave under Article 15.10. A because of the employee's own serious health condition, the employee shall substitute accrued time off and any other paid or unpaid time off. In no

case, however, shall an employee be required, or otherwise, permitted to use sick leave during a period of leave in connection with the birth, adoption or foster care of a child or to care for a child, parent or spouse with a serious health condition without agreement by the employee.

15.10.3 Payment of Health Premiums

The District may recover the premium paid for maintaining group health plan coverage for the employee for the duration of any leave granted under Article 15.10, if both the following conditions occur:

15.10.3.1 The employee fails to return from the leave after the period of leave to which the employee is entitled has expired; and

15.10.3.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave under this Article or other circumstances beyond the control of the employee.

15.10.4 Advance Notice of Leave

If the employee's need for a leave pursuant to this Article is known, the employee shall provide the District with thirty {30} calendar day advance notice, or as many days as possible, of the need for the leave.

15.10.5 Health Care Provider/Certification of Leave

15.10.5.1 Child, Spouse, or Parent Care - An employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a Certification issued by the health care provider of the individual requiring care. The Certification shall provide the following:

15.10.5.1.1 The date on which the serious health condition commenced;

15.10.5.1.2 Probable duration of the condition;

15.10.5.1.3 Estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and

15.10.5.1.4 A statement that the serious health condition warrants the participation of the family member to provide the care during the period of treatment or supervision of the individual requiring care. Under expiration of the time estimated by the health care provider for the employee to care for the individual requiring care, the employee shall obtain re-certification in accordance with the procedures specified above, if additional leave is required.

15.10.5.2 Employee Illness - An employee's request for a leave because of the employee's own serious health condition shall be supported by a Certification issued by his/her health care provider. The Certification shall specify:

15.10.5.2.1 The date on which the serious health condition commenced;

15.10.5.2.2 Probable duration of the condition; and

15.10.5.2.3 A statement that due to the serious health condition the employee is unable to perform functions of his/her position.

15.10.5.3 The employee shall obtain subsequent re-certification regarding the employee's serious health condition, in accordance with the procedures specified immediately

above, if additional leave is required.

15.10.5.4 Second and Third Opinion of Health Care Provider - In any case in which the District has reason to doubt the validity of the certification provided, the District may require, at the District's expense, that the employee obtain the opinion of a second health care provider, designated or approved by the employer, concerning any information certified. If the second opinion differs from the opinion in the original certification, the District may require, at the District's expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by the employer and the employee. If this is done, the opinion of the third health care provider must be considered to be final and shall be binding on the District and the employee.

15.10.5.5 Employee's Certification to Return to Work - As a condition of an employee's return from leave taken because of the employee's own serious health condition, the District shall require the employee to obtain certification from his/her health care provider that the employee is able to resume work.

15.10.5.6 Amendment of Statutory Law-This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code 12945.2, the FMLA, or any other applicable law.

15.11 Catastrophic Leave Program

15.11.1 An employee who is, or whose family is, suffering from a catastrophic illness or injury may request donations of accrued vacation or sick leave credits under the catastrophic- leave program.

- 15.11.2 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family (mother, father, grandmother, grandfather, husband, wife, child, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or any other relative of the employee who may be living in the immediate household of the employee) which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (Education Code 44043.5)
- 15.11.3 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness. (Education Code 44043.5) Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 15.11.4 The Superintendent or designee shall determine:
- 15.11.4.1 That the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury, and
- 15.11.4.2 That the employee has exhausted all accrued paid leave credits. (Education Code 44043.5)
- 15.11.5 When the above verification and determinations are made, the Superintendent, or designee, may approve the transfer of accrued vacation and sick leave credits. (Education Code 44043.5)
- 15.11.6 The Superintendent or designee shall inform employees of the means by which donations may be made in response to the employee's request.
- 15.11.7 Any employee, upon written notice to the District, may donate accrued

vacation and/or sick leave credits to the requesting employee at a minimum of one day, and in full day increments thereafter. All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

15.11.8 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than twenty (20) days.

15.11.9 Benefiting employees may use donated leave credits for a maximum of twelve (12) consecutive months. If donated credits have not been consumed by that employee at the end of the twelve (12) month period, the credits will be returned to the donor.

15.11.10 Donated sick days shall be used from donating employees on a basis of one day at a time such that one day shall be taken from all donating employees prior to a second day being utilized from a donating employee.

15.11.11 If, at the conclusion of the illness, injury, or episode, all days have not been used, the remaining days shall be returned to the donating employees who have, in reverse order, the fewest remaining sick days. In the event that multiple days are donated, the unused days shall be returned to the employees who have made multiple donations in reverse order of their accumulated total sick leave.

15.11.12 An employee who received paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44045.5)

15.12 Military Leave

Military service shall be granted in accordance with state law upon written request to the Governing Board from the unit member involved. If a unit member enters the military service of the United States during a declared emergency, he/she shall be given an indefinite leave of absence. He/she shall retain all rights of

employment, and time spend in the military service shall be considered in computing years of service.

15.12.1 Security of Position

In the even a unit member enters the military service of the United States, the vacant position(s) and any new position(s) created in the class of positions shall be deemed temporary positions.

15.12.1.1 Any persons subsequently appointed to the class will be considered to have less credit for years of service than the unit member who left the position to enter military service.

15.12.1.2 In the event a layoff is necessary, persons appointed to temporary positions will be laid off first.

15.12.2 Termination of Leave

A unit member returning from military service shall be reinstated in his/her former position provided application for reinstatement is made within six (6) months of separation from service, and the unit member is physically and mentally able to perform the duties required of him/her by the position or office.

ARTICLE XVI: PERSONNEL FILES

- 16.1 A personnel file for each certificated employee shall be maintained by the Superintendent/Principal in the Administration Office and remain locked unless being used. A single central file shall be maintained. Subsidiary records shall be maintained for ease and data gathering only. Personnel wishing to review their own records shall review the record in the presence of the Superintendent/Principal or his or her designee, and may make no alterations to the record nor remove any material therefrom.
- 16.2 Prior to the placement of any derogatory document in the personnel file of a teacher, a copy of each document shall be supplied to the teacher shall have the right to attach any written rebuttal or evidence negating the derogatory document.
- 16.3 In the event that the Superintendent/Principal is convinced that false material has been placed in a file, such material shall be sealed in an envelope marked "Do Not Open."

ARTICLE XVII: PUBLIC COMPLAINTS

- 17.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District, employees, public agency, and/or the public, unless the following procedures have been followed:
- 17.1.1 Any serious/formal public complaint about a bargaining unit member shall be reported to the bargaining unit member by the administrator receiving the complaint, within five (5) days of receipt.
 - 17.1.2 Should the involved bargaining unit member believe the allegations in the public complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant within five (5) days of receipt of complaint by the bargaining unit member. At the request of the bargaining unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be place in the bargaining unit members' personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the bargaining unit member.
 - 17.1.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the bargaining unit member, with a copy to the bargaining unit member's immediate supervisor. The bargaining unit member shall be given time during the duty day, without salary deduction, to review the complaint and prepare responsive comments. If the bargaining unit member believes the complaint is false and/or based on hearsay, a grievance may be initiated to determine the validity of such complaint. If no written complaint is received, the matter shall be dropped.

- 17.2 Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the bargaining unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the bargaining unit member.
- 17.3 All information or proceedings regarding any complaint shall be kept confidential by the District.

ARTICLE XVIII: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations that are inconsistent with its terms, and over state laws to the extent permitted by state law.

ARTICLE XIX: SAVINGS

- 19.1 If any provisions of this Agreement or any application thereof is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 19.2 The parties shall meet no later than forty (40) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XX: COMPLETION OF MEET AND NEGOTIATION

The Association and District waive and relinquish the right to meet and negotiate during the term *of* this Agreement, and agree that the District and the Association shall not be obligated to meet and negotiate with respect to any subject matter referred to or covered in this Agreement except by the provisions of this Agreement unless both parties mutually agree to meet and negotiate during the term of the Agreement.

ARTICLE XXI: DISCIPLINARY ACTION

The parties agree that provisions of Education Code Section 44932 shall apply to bargaining unit members regarding discipline of permanent and probationary employees.

ARTICLE XXII: NEW EMPLOYEE ORIENTATION

22.1 District Notice to SETA of New Hires

Each time a person is newly employed in a position in the bargaining unit, the District shall inform the new employee of their employment status, rights, benefits, duties, responsibilities, and other related matters.

22.1.1 The following new Bargaining Unit Member information will be sent from the District to the SETA President and the Kings/Tulare UniServ Unit electronically in Excel or another agreed-upon format, within thirty (30) days of the employee's date of hire or by the first pay period of the month of hire:

- Name
- Home Address
- Phone Numbers (Cell, Home, Work)
- Personal Email Address (Not District Email)
- Last four (4) Digits of Social Security Number
- Date of Hire
- Grade Level/Assignment
- Employment Status (Probationary, Intern, PIP, STIP, Temporary, Other)

22.2 New Employee Orientation

22.2.1 SETA will have two (2) hours, during the new certificated employee in-service training held prior to the start of the school year, to meet with newly hired employees.

22.2.2 For employees hired during the school year, the District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations/on-boarding meetings by electronic email to the Chapter President at least five (5) work days in advance of the orientation meeting.

- 22.2.3 New bargaining unit members will be compensated at the hourly rate of pay for the time spent attending the required orientation/on-boarding meeting when the orientation occurs outside of the Contract year and/or Contract day.
- 22.2.4 SETA shall be provided up to one-half (.5) hour of uninterrupted time for the unit member orientation/on-boarding meeting held during the work year.
- 22.2.5 The District administration will excuse themselves during the SETA's orientation time.
- 22.2.6 SETA may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.
- 22.2.7 If the orientation/on-boarding meeting is held during contractual time, SETA shall have District paid release time for one (1) Bargaining Unit Member to attend and participate in the orientation/on-boarding meetings.
- 22.3 Bargaining Unit Member Information
- 22.3.1 The following information for all Bargaining Unit Members will be sent from the District to the SETA President and the Kings/Tulare UniServ Unit electronically in Excel or another agreed-upon format on the last working day of September, January and May:
- Name
 - Home Address
 - Phone Numbers (Cell, Home, Work)
 - Personal Email Address (Not District Email)
 - Last four (4) Digits of Social Security Number
 - Date of Hire
 - Grade Level/Assignment
 - Employment Status (Permanent, Probationary, Intern, PIP, STIP, Temporary, Other)

- Status Change Reason (Contact Information, Leave of Absence, Retired, Non-Reelect, Resigned, Moved to Administration, Terminated, New Hire, Other}

ARTICLE XXIII: SIGNATURE PAGE/DURATION

23.1 This Agreement shall remain in full force and effect beginning July 1, 2023 through June 30, 2024, or until a Successor Agreement is reached.

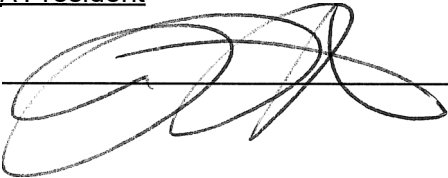
ARTICLE XXIV: AGRICULTURE TEACHER

23.1 Agriculture Teacher Salary Schedule. Appendix B.

For

Superintendent

SETA President

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.

APPENDIX A: SALARY SCHEDULE

CERTIFICATED SALARY SCHEDULE 2023/2024				
Column Titles	BA+30	BA+45	BA+60	BA+75
1	\$ 55,592.11	\$ 57,425.84	\$ 59,320.82	\$ 61,279.34
2	\$ 56,981.91	\$ 58,861.49	\$ 60,803.84	\$ 62,811.33
3	\$ 58,406.46	\$ 60,333.02	\$ 62,323.93	\$ 64,381.61
4	\$ 59,866.62	\$ 61,841.35	\$ 63,882.03	\$ 65,991.15
5	\$ 61,363.28	\$ 63,387.38	\$ 65,479.08	\$ 67,640.93
6	\$ 62,897.36	\$ 64,972.07	\$ 67,116.06	\$ 69,331.95
7	\$ 64,469.80	\$ 66,596.37	\$ 68,793.96	\$ 71,065.25
8	\$ 66,081.54	\$ 68,261.28	\$ 70,513.81	\$ 72,841.88
9	\$ 67,733.58	\$ 69,967.81	\$ 72,276.65	\$ 74,662.93
10	\$ 69,426.92	\$ 71,717.01	\$ 74,083.57	\$ 76,529.50
11	\$ 71,162.60	\$ 73,509.93	\$ 75,935.66	\$ 78,442.74
12		\$ 75,347.68	\$ 77,834.05	\$ 80,403.81
13		\$ 77,231.37	\$ 79,779.90	\$ 82,413.90
14		\$ 79,162.16	\$ 81,774.40	\$ 84,474.25
15			\$ 83,818.76	\$ 86,586.11
16			\$ 85,914.23	\$ 88,750.76
17			\$ 88,062.09	\$ 90,969.53
18			\$ 90,263.64	\$ 93,243.77
19			\$ 92,520.23	\$ 95,574.86
20			\$ 94,833.23	\$ 97,964.23
21			\$ 97,204.06	\$ 100,413.34
22			\$ 99,634.17	\$ 102,923.67
23			\$ 102,125.02	\$ 105,496.76
24				
25				\$ 108,134.18

APPENDIX B: AG TEACHER SALARY SCHEDULE

CERTIFICATED SALARY SCHEDULE 2023/2024 CTE Agriculture Teacher				
Column Titles	BA+30	BA+45	BA+60	BA+75
1	\$ 62,819.08	\$ 64,891.20	\$ 67,032.52	\$ 69,245.66
2	\$ 64,388.51	\$ 66,512.86	\$ 68,707.72	\$ 70,975.69
3	\$ 65,997.11	\$ 68,177.61	\$ 70,428.61	\$ 72,751.42
4	\$ 67,647.50	\$ 69,881.53	\$ 72,892.43	\$ 74,568.93
5	\$ 69,339.67	\$ 71,628.53	\$ 73,991.82	\$ 76,434.75
6	\$ 71,073.61	\$ 73,418.62	\$ 75,843.28	\$ 78,344.97
7	\$ 72,851.96	\$ 75,254.42	\$ 77,739.13	\$ 80,303.50
8	\$ 74,669.47	\$ 77,134.60	\$ 79,681.99	\$ 82,310.33
9	\$ 76,539.21	\$ 79,065.71	\$ 81,668.32	\$ 84,370.70
10	\$ 78,452.04	\$ 81,041.21	\$ 83,715.25	\$ 86,476.77
11	\$ 80,413.17	\$ 83,067.63	\$ 85,809.57	\$ 88,638.98
12		\$ 85,142.36	\$ 87,952.19	\$ 90,856.04
13		\$ 87,270.63	\$ 90,152.27	\$ 93,127.93
14		\$ 89,455.04	\$ 92,404.58	\$ 95,454.66
15			\$ 94,714.33	\$ 97,844.06
16			\$ 97,084.15	\$ 101,249.28
17			\$ 99,512.72	\$ 102,792.60
18			\$ 101,998.75	\$ 105,363.49
19			\$ 104,548.75	\$ 107,998.36
20			\$ 107,162.73	\$ 110,697.21
21			\$ 109,778.01	\$ 113,398.67
22			\$ 112,455.97	\$ 116,165.42
23			\$ 115,200.52	\$ 119,000.06
24				
25				\$ 122,191.62