



**CONTRACT**

**BETWEEN**

**THE BOARD OF EDUCATION OF BERWYN NORTH SCHOOL  
DISTRICT 98, COOK COUNTY, IL**

**AND**

**THE NORTH BERWYN PROGRAM ASSISTANTS  
ASSOCIATION**

**IEA/NEA**

**2018-2022**

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## ARTICLE I

### RECOGNITION

The Board of Education of Berwyn North School District 98, Cook County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the North Berwyn Program Assistants Association IEA/NEA for all full time and part time Regular Education, Special Education, English Learner Program and Media Center Assistants (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of supervisors, as defined by the *Illinois Educational Labor Relations Act (115 ILCS 5/1, et. seq.)*

The North Berwyn Program Assistant Association members are important contributors to the education process and enhance the quality of instruction and other activities to help implement the teacher's education plan.

## ARTICLE II

### WORK YEAR

A. All program assistants will start the school year on the day after the licensed staff. The work year will consist of 175 student attendance work days.

B. The work year shall be 175 days, in addition, the Board shall grant the following days:

Labor Day	New Year's Eve Day
Columbus Day	New Year's Day
Martin Luther King's Birthday	Christmas Day
Thanksgiving Day	Christmas Eve Day
Day After Thanksgiving	President's Day
Memorial Day	Selected Spring Friday
<u>2 Conference Exchange Days</u>	

C. \*Labor Day becomes a paid holiday only if it falls after the opening of school.

## ARTICLE III

### WORK DAY

The work day shall consist of six (6) and one-half (1/2) hours for all Regular Education, Special Education, English Learner Program and Media Center Program Assistants, excluding the lunch period. The actual work day schedule for Program Assistants may vary by the specific attendance center assignment: Early Childhood, Elementary K-5 or the Middle School. Each employee shall be entitled to receive one fifteen (15) minute break to be determined in cooperation with the classroom teacher's schedule.

Program Assistants are expected to be on duty ten (10) minutes before the student entrance time and ten (10) minutes after the regular dismissal time for students.

The School District calendar provides for four (4) teacher institute days per school year. In lieu of working all four (4) teacher institute days, Program Assistants shall work the following schedule:

- One (1) Teacher Institute Day (5.5 hours) – which shall be the second scheduled Teacher Institute Day of the school year.
- Two (2) School Improvement Days (4.5 hours per day, from 12:05 p.m.– 4:30 p.m., for a total of 9 hours).
- Six (6) Wednesday Faculty Meetings (1 hour 15 minutes per meeting, once a month, for a total of 7.5 hours – to be determined by the Superintendent on or before the first day of school each school year).

## ARTICLE IV

### LEAVES

#### A. Sick Leave

1. Each program assistant will be allowed annually twelve (12) days sick leave at full pay. Sick leave shall accrue annually as follows: Three (3) days on July 1<sup>st</sup>, three (3) days on October 1<sup>st</sup>, three (3) days on January 1<sup>st</sup> and three (3) days on April 1<sup>st</sup>. If any member does not use the full amount of annual sick leave thus allowed, the unused amount shall be allowed to accumulate up to an unlimited amount of days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.
2. Any full time program assistant using three (3) or less full days of sick leave in one fiscal year shall be given \$150.00 incentive pay at the end of the year. Any full time program assistant having 100% attendance during any school year shall be given \$250.00 incentive pay at the end of the year. A program assistant with perfect attendance may only collect the perfect attendance incentive of \$250.00.

#### B. Personal Leave

The Board shall annually grant to each program assistant two (2) days leave for personal business subject to pre-approval of the Superintendent, which approval shall not be unreasonably withheld. The purpose of such leave shall be to attend to personal business which may not reasonably be otherwise conducted during non-school days or hours. Such leave may not fall on the day preceding or following a holiday day or during the first five or the last five days of the school term. Requests shall be made and approved at least forty-eight hours before the personal leave day is taken. Exceptions will be made in emergency situations when forty-eight hours' notice is not possible. In such emergency situations, the request for the leave shall be made to the employee's building principal, with a contemporaneous email sent to the Superintendent.

Personal leave not used in any year may accumulate as sick leave.



## ARTICLE IV (cont'd)

### C. Bereavement Leave

For death of brothers, sisters, step-siblings, grandparents, grandchildren, parents-in-law, brother-in-law and sisters-in-law, staff will be allowed three (3) days of bereavement leave if the arrangements are within 300 miles of Berwyn and five (5) days leave if the arrangements are more than 300 miles. For death of a spouse, child, step-child, parent, step-parent or legal guardian, a maximum of ten (10) days of leave will be allowed.

Bereavement leave used will be deducted from sick leave but will not be charged in determining eligibility for sick leave incentive pay.

### D. Association Leave

The Association shall be granted three (3) days of paid leave annually for the purpose of attending Association State and National Conferences or Conventions.

### E. Jury Leave

The Board shall pay the regular salary to a member of the Association called to serve as jurors. Program Assistants shall sign and tender jury duty pay to the District.

### F. Family and Medical Leave Act 1. Definition

As used in this section:

1. Employees who have been paid for 177 days of work in the period of August 1 – July 31 of the year preceding a leave request, will qualify for the same benefits as provided under the Family Medical Leave Act.
2. The term “academic term” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term “equivalent position” shall mean the position within the classification for which an eligible employee is currently assigned with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
4. Other terms shall be defined as defined in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

## ARTICLE IV (cont'd)

### G. Leaves

- a) Eligible employees may be granted a total of 1 year of unpaid leave during any academic year for one or more of the following reasons:
1. the birth of a child and to care for such child;
  2. the adoption of a child or the placement of a foster child and to care for such child;
  3. to care for spouse, son, daughter, or parent who has a serious health condition; and
  4. a serious health condition that makes the employee unable to perform his/her job functions.

### H. Notification

In any case in which the necessity of leave is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice not practicable, said employee is shall provide as early a notice as practicable.

In any case in which the necessity for leave is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District; subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early such notice as practicable. An eligible employee requesting leave shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the employee's request for family and medical leave.

### I. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

**ARTICLE V**

**SALARY AND RELATED ITEMS**

- A. Salary schedules for duration of this Agreement are listed as Appendix "A

Salary percentage increase each year for four years (2018-2022) is as follows;

<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
4%	4%	4%	4%

Any program assistant who has completed twenty four (24) years of experience in the District will receive an additional \$300.00 during each additional year of service.

- B. Pay dates shall be every other Friday of each month.
- C. Authorization for payroll deductions, other than those required legally and by this agreement, shall be authorized by written consent of the program assistant on a form supplied by the District.
- D. Program Assistants shall have the option of selecting either a ten (10) month (September through June) salary payment schedule or twelve (12) month (September through August) salary payment schedule. For those who select the 12 month payment schedule, all remaining payments of the current school year will be issued with the final pay period in June. Once the initial request for assignment to a particular payment schedule is made, employees will be required to remain on that schedule until the next re-assignment period prior to the next school year.
- E. Any Program Assistant who performs any service in a before or after-school extra-curricular program shall be compensated at a rate of \$20.00 per hour. Under no circumstances whatsoever shall any Program Assistant perform any services in any after-school extra-curricular program without the express, prior consent of an administrator.
- F. Working Conditions Personal Care Assisting ADL Support Stipend

**Duties:** Under the direction of a licensed special education teacher and/or related services staff, program assistants provide assistance and support, as needed to students in accomplishing activities of daily living (ADL) and health related functions, including but not limited to: eating, diapering, toileting, grooming, dressing, bathing, transferring, mobility, lifting, positioning and use of any mechanical equipment.

## ARTICLE V (cont'd)

The following stipends shall apply only to program assistants in grades 1-8, the stipend shall not apply to Pre-k, EC and Kindergarten Program Assistants for general education. Stipend shall apply for DLP classrooms only.

### Stipends:

1. Program Assistants will be given a \$350 stipend per semester if they regularly perform on a daily basis any of the above mentioned duties.
2. The above mentioned \$350 stipend, which shall be confirmed by the supervising teacher prior to disbursement, will be paid on the 1<sup>st</sup> paycheck in both December and June.
3. A summer school program assistant that performs the duties, as defined above, will receive a \$62.50 stipend. This \$62.50 stipend will be paid on the summer school paycheck.
4. The principal, along with the supervising Special Education teacher, will confirm to the Director of Special Education, as to which the program assistant earned a stipend and in what amount. The Director of Special Education will forward that information to the Business Office.

## ARTICLE VI

### SENIORITY

- A. Seniority shall be defined as the length of continuous service in the bargaining unit in District 98 and shall be applied district-wide in the bargaining unit. Upon employment in the bargaining unit, each employee shall receive a seniority date which shall be the date the Board approved his/her employment or the first day of actual work whichever is earlier. If two or more employees have the identical seniority the Superintendent shall retain the employee best qualified for the position.
  
- B. Continuous service is broken only by one of the following:
  - 1. Voluntary quitting or resignation
  - 2. Discharge for proper cause
  - 3. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a layoff when a notice of ten or more work days has been delivered to the employee by certified mail at the last address filed by the employee with the Board office.
  - 4. Retirement
  
- C. Continuous Service shall not be broken and shall continue to accumulate during an approved leave of absence, layoff or disability.
  
- D. A seniority list shall be prepared annually by the employer and delivered to the Union President no later than March 1st of each school year.
  
- E. Where qualifications and job classification are not of issue the employer will make job assignments based on seniority.

## ARTICLE VII

### CLASSIFICATION OF EMPLOYEES

#### Reduction in Force:

1. The parties recognize that within the bargaining group are four separate classifications of employees as follows: (The designated classification for each employee will be included on the seniority list prepared and distributed annually)
  - a) Media Center Program Assistants
  - b) Special Education Program Assistants
  - c) Regular Education Program Assistants
  - d) English Learner Program Assistants

In the event of reduction in force, qualified program assistants may be reassigned, possibly changing their classifications. Qualified employees shall be allowed the choice of voluntarily changing classification, upon availability of open assignments, before the district will involuntarily reassign them.

Upon request for reassignment, an employee must have all the requisite skills for the position which he/she is attempting to assume (for example: having adequate foreign language skills to be a bilingual program assistant). If two or more equally qualified employees, as determined by the Superintendent, request the same reassignment, the district shall use seniority to determine who shall be assigned the position.

2. If the Board determines to reduce the number of employees in the bargaining unit all first-year employees, by classification, shall be terminated.
3. If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following a staff reduction, the Board shall first offer re-employment to the employee(s) released in the reverse order of the reduction, provided the employee to be recalled is determined to possess the current skills, qualifications and abilities necessary to perform the work in the job to which recalled. Any employee so recalled shall not be deemed to have suffered a break in employment as a result of the staff reduction, but the employee shall not accrue any benefits, including seniority, for the period of the reduction.

## ARTICLE VIII

### FRINGE BENEFITS

#### A. INSURANCE

1. The Board shall contribute 100% of the premium required for enrollment for single plan coverage with the District's insurance carrier. In addition the Board shall pay \$1,000 toward the cost of the premium for staff selecting family plan coverage with the Board's carrier. Insurance coverage begins on the employee's first day of work.
2. Staff employed in the District prior to June 30, 2008, and who have elected to not participate in the District health insurance plan, shall be entitled to an amount not to exceed \$4,600 for reimbursement of medical expenses. Requests for reimbursement must be submitted per the procedures established by the District's Agent.
3. The health insurance carrier, plan and benefits provided for the members of this Unit shall be subject to change at any time, without negotiations, to provide the same health insurance coverage and terms provided for teachers.
4. An employee with twenty (20) or more years of continuous service in the District, who qualifies for and elects retirement through IMRF, and has attained sixty (60) years of age, may continue membership in whatever health coverage program the District currently provides for its employees. Such enrollment may continue until the retiree first becomes eligible for Medicare and shall be contingent upon a monthly pre-payment of the then current cost to the District.

#### B. RETIREMENT PAY

1. Any Program Assistant with eight (8) years of experience in the District shall receive retirement pay equal to \$25.00 times the number of unused sick leave days. The maximum number of unused sick days that a Program Assistant can be compensated for under this provision is fifty (50). In order to qualify for the incentive, a program assistant must have accumulated a minimum of 20 days of sick leave. To be eligible for the benefit, the program assistant must submit to the Superintendent proof of application for retirement.
2. An association member in District 98 who has served in the District for fifteen (15) years or more and who submits an irrevocable letter of resignation to the Superintendent by February 1<sup>st</sup>, of the school year preceding the school year of retirement with evidence of application and qualification for IMRF retirement benefits, shall receive a post retirement bonus of \$2,000, to be paid no sooner

## ARTICLE VIII (cont'd)

than 30 days subsequent to the member's receipt of his/her final paycheck. This amount is in addition to the \$300 paid to an employee who has attained 24 years of service during their last year of employment.

### C. LIFE INSURANCE

1. The employer will provide each member of the bargaining unit a group, term life insurance policy in the amount of \$7,900.00.

### D. TUITION REIMBURSEMENT

1. After two years of continuous employment a Program Assistant becomes eligible for application for tuition reimbursement. Program Assistants may apply for tuition reimbursement for courses taken relating to their assignment in the District, and approved by the Superintendent, at a rate not to exceed \$125.00 per semester hour to a maximum of \$500 per year. Reimbursement will be contingent upon submission of proof of receipt of a passing grade not less than a "B". The District will support this program to a maximum expenditure of \$5,000 per year with allocation being made on the basis of first come, first approved.



## **Article IX**

### **EVALUATION**

One purpose of the evaluations is to improve job performance. An evaluation shall be conducted at least once per year during the first five (5) years of employment. After five (5) years of employment, employees will be evaluated at least once every two (2) years. The administrator and any immediate supervisor designated by the Superintendent of Schools shall evaluate the performance of all program assistants. All monitoring shall be conducted openly and with full knowledge of the employee. No such evaluation shall be submitted to the district office, placed in the employee's file, or otherwise acted upon without prior conference with the employee.

## **ARTICLE X**

### **JOB DESCRIPTIONS**

The Board shall provide each program assistant with a written job description. Prior to making any changes in the job description, input shall be solicited from the program assistants. At any time changes are made in job descriptions, a current copy shall be distributed to all program assistants affected.

## ARTICLE XI

### JOB ASSIGNMENTS, VACANCIES, TRANSFERS AND PROMOTIONS

- A. Definition of Vacancies - A vacancy shall be defined as a newly created position or a present position that is not filled.
- B. Posting of Vacancies - All vacancies shall be posted on the district's website for a period of five (5) work days. Said posting shall contain the following information:
  - 1. Type of work
  - 2. Location of work
  - 3. Minimum requirements
- C. Application - Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period.
- D. The employer will take into consideration the issue of seniority with respect to all vacancies, transfers and promotions as per Article VI, section 6 of this agreement.
- E. All employees covered by this agreement will be notified of their job assignment two weeks before the start of the school year.

## ARTICLE XII

### PROFESSIONALISM

Program Assistants represent District 98 in their contacts with students, peers, teachers and community members. Accordingly the parties agree that professional and appropriate appearance is expected of District personnel. Specifically, this means tattered, torn, soiled or clothing considered too revealing will not be worn in the workplace. For purposes of this provision "too revealing" is defined as clothing revealing body parts that are not ordinarily exposed in a school setting.

The parties will make every effort to reconcile differences that occur as a result of this language through a conference between the Administration, Union and Program Assistant. Should the parties be unable to reconcile their differences, progressive disciplinary action may commence. Exceptions to these provisions may be made on a case-by-case basis by the Administration for special events, celebrations, weather contingencies and the like.

## **ARTICLE XIII**

### **DISCIPLINE OR DISMISSAL**

Employees may be recommended for dismissal by the Superintendent upon recommendation of the employee's supervisor. Prior to recommending dismissal, the supervisor must schedule at least one conference with the employee, at which time reasons for dismissal shall be discussed. Normally, several attempts should be made by the supervisor to correct deficiencies.

All employees covered by this agreement have the right to review their personnel file upon request.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A grievance is a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

#### B. Basic Principles

1. Any employee or group of employees shall have the right to present grievances in accordance with these procedures. A group shall consist of program assistants who hold the grievance in common.
2. All discussions shall be kept confidential by all parties involved during the first stages of the grievance.
3. A program assistant who participates in the grievance procedure shall be free from disciplinary action or reprisal because of such participation.
4. The administration has the responsibility to consider and take prompt action within authority delegated to it, on grievances presented.
5. The failure of the Association to act within the time limits here-in-set forth will act as a barrier to any further appeal. The administrator's failure to render a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual consent.
6. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.
7. Any program assistant has a right to be represented in the grievance procedure. The aggrieved member shall be present at any grievance discussion when the administration deems it necessary. When the presence of a member at a grievance hearing is requested by either party, illness or other incapacity of the program assistant shall be grounds for any necessary extension of grievance procedure time limits. No other Union organization shall represent the program assistant.
8. Class grievances involving more than one program assistant or more than one supervisor and grievances involving an administrator above the building level may be initially filed by the Association at Step #2.

## ARTICLE XIV (cont'd)

### C. PROCEDURES

The parties hereto acknowledge that it is usually most desirable for a program assistant and his immediately involved supervisor to resolve problems through free and informal communications. If such informal processes fail to resolve the grievance, the grievance may be resolved as follows:

1. STEP ONE - The grievance shall be presented within ten (10) days of the event complained of or of the date when the grievant might reasonably have known of such event. The supervisor will arrange for a meeting to take place within ten (10) days following receipt of the grievance. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The aggrieved member, an Association representative and the immediately involved supervisor shall be present for the meeting. The Supervisor shall provide a written answer with reasons to the aggrieved member, the Association and the Superintendent within ten (10) days.
2. STEP TWO - If the grievance is not resolved at Step #1, then the member shall refer the grievance to the Superintendent within ten (10) days after receipt of the Step #1 answer. The Superintendent or his designee shall arrange for a meeting with the member and the Association representative to take place within ten (10) days of his receipt of the appeal. The Superintendent shall file an answer within ten (10) days of the Step #2 grievance meeting and communicate it in writing to the member, and the Association.
3. STEP THREE - If the grievance is not resolved satisfactorily to the member and the Association within ten (10) days after receipt of the written reply from Step #2, the Association may submit in writing a request to enter into binding arbitration. The American Arbitration Association will be requested to provide a panel of arbitrators.
  - a) The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Association and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
  - b) Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration

#### **ARTICLE XIV (cont'd)**

proceeding shall be responsible for compensating its own representatives and witnesses.

- c) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
- d) The parties shall jointly request the American Arbitration Association, the Federal Mediation and Conciliation Service or the Illinois Education Labor Relations Board to submit to them a list of five (5) arbitrator's names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The persons whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his respect to setting up a time for a hearing.



## **ARTICLE XV**

### **NO STRIKE**

There shall be no strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work during the term of this Agreement. No officer or representative of the Association shall authorize, instigate, aid, condone or participate in such activities. No employee shall participate in any strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work. The Association shall inform all bargaining unit members of their obligation to adhere to this provision.

ARTICLE XVI

DURATION OF AGREEMENT

This agreement shall be effective September <sup>17</sup> 27, 2018, and shall continue in effect until August 31, 2022.

In witness thereof:

For the Board of Education:

\_\_\_\_\_  
President, Board of Education

*Carmen Ayala*  
\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date

*09-19-18*  
\_\_\_\_\_  
Date

For the North Berwyn Program Assistants Association:

*Jolene Yakes*  
\_\_\_\_\_  
Jolene Yakes, Co-President '18

*Carla Anfuso*  
\_\_\_\_\_  
Carla Anfuso, Co-President '18

*9-19-18*  
\_\_\_\_\_  
Date

*9-19-18*  
\_\_\_\_\_  
Date

**APPENDIX "A"**

**SALARY SCHEDULES FOR TERM OF AGREEMENT\***

<b>YEARS OF EXP</b>	<b>FY 2018-2019</b>	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
1	\$20,463	\$20,463	\$20,463	\$20,463
2	\$20,868	\$21,281	\$21,282	\$21,282
3	\$21,020	\$21,703	\$22,133	\$22,133
4	\$21,438	\$21,861	\$22,571	\$23,018
5	\$21,862	\$22,295	\$22,736	\$23,474
6	\$22,185	\$22,736	\$23,187	\$23,645
7	\$22,513	\$23,073	\$23,646	\$24,114
8	\$22,748	\$23,413	\$23,996	\$24,592
9	\$23,188	\$23,658	\$24,350	\$24,955
10	\$23,639	\$24,115	\$24,604	\$25,324
11	\$24,097	\$24,585	\$25,080	\$25,588
12	\$24,806	\$25,061	\$25,568	\$26,083
13	\$29,526	\$25,798	\$26,063	\$26,591
14	\$30,482	\$30,707	\$26,830	\$27,106
15	\$30,482	\$31,702	\$31,935	\$27,903
16	\$30,482	\$31,702	\$32,970	\$33,212
17	\$31,998	\$31,702	\$32,970	\$34,289
18	\$31,998	\$33,278	\$32,970	\$34,289
19	\$31,998	\$33,278	\$34,609	\$34,289
20	\$31,998	\$33,278	\$34,609	\$35,993
21	\$31,998	\$33,278	\$34,609	\$35,993
22	\$34,923	\$33,278	\$34,609	\$35,993
23	\$34,923	\$36,320	\$34,609	\$35,993
24	\$34,923	\$36,320	\$37,773	\$35,993
25	\$34,923	\$36,320	\$37,773	\$39,284

Schedule includes pay for holidays

Staff who have completed Twenty- Four (24) years of service in the District will receive an additional \$300 during each additional year of service