

BOARD OF EDUCATION
OF THE
NORTHVIEW PUBLIC SCHOOLS

AND

ADMINISTRATION BUILDING AND
52 WEEK

EMPLOYMENT REGULATIONS

July 1, 2016 – June 30, 2017

**NORTHVIEW PUBLIC SCHOOLS
ADMINISTRATION BUILDING
AND 52 WEEK**

**EMPLOYMENT REGULATIONS
TABLE OF CONTENTS**

Article I.	RECOGNITION	4
	Section 1. Positions	4
	Section 2. Classifications	4
Article II.	CONDITIONS OF EMPLOYMENT	5
	Section 1. Health Certificate	5
	Section 2. Vacancy	5
	Section 3 Transfers.....	5
Article III.	BOARD AND ADMINISTRATION RIGHTS.....	5
Article IV.	EVALUATION/ASSESSMENT	7
Article V.	RETIREMENT.....	7
	Section 1. Board May Require Retirement	7
	Section 2. Retirement Benefits.....	7
Article VI.	HOURS OF WORK.....	8
	Section 1. Work Week	8
	Section 2. Compensatory Time	8
	Section 3. Work Year.....	8
Article VII.	LEAVES WITH PAY.....	8
	Section 1. PTO	8
	Section 2. Bereavement Leave	9
	Section 3. Inclement Weather.....	9
	Section 4. Jury Duty.....	9
Article VIII.	LEAVES WITHOUT PAY.....	10
	Section 1. Illness.....	10
	Section 2. Personal Reasons.....	10
Article IX.	WORKERS' COMPENSATION	10
Article X.	HOLIDAYS	10
	Section 1. General Conditions.....	10
	Section 2. Paid Holidays	10

Article XI.	VACATION BENEFITS	11
	Section 1. General Conditions:	11
	Section 2. Length of Vacation:.....	11
Article XII.	PROCEDURE FOR SUGGESTIONS AND COMPLAINTS	12
Article XIII.	INSURANCE	12
	Section 1. Full-time Employee.....	12
	Section 2. School Year Employee.....	12
	Section 3. Regular Part-time Employee	12
	Section 4. Salary Protection Plan (LTD).....	13
	Section 5. Life Insurance.....	13
Article XIV.	LONGEVITY	13
Article XV.	HOURLY PAY SCHEDULE.....	15
Article XVI.	MISCELLANEOUS PROVISIONS	15
	Mileage Reimbursement	15
	Annuity.....	15
	Professional Dues.....	15
	Tuition Reimbursement.....	16
	Insurance Deductible.....	16
Article XVII.	STAFF REDUCTIONS.....	16
Article XVIII.	HOLD HARMLESS.....	16
Article XIV.	COMPENSATION	16
Article XX.	DURATION	16

**NORTHVIEW PUBLIC SCHOOLS
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AND 52 WEEK**

EMPLOYMENT REGULATIONS

Article I. RECOGNITION

Section 1. Positions

The following employees shall be covered by this employment guide:

Hourly Positions

Central Office Support
Support Services
District & Community Support Services

Salaried Positions

Director of Accounting (Exempt)
Accountant/Payroll (Exempt)
Executive Assistant to Superintendent & Board of Education (Exempt)
Human Resource Specialist (Exempt)
Instructional Technology Trainer (Non-Exempt)
Level I and II Tech Specialist (Non-Exempt)
Network Administrator (Non-Exempt)
Computer Programmer (Non-Exempt)

Section 2. Classifications

Full-Time: Employees working six (6) hours or more per day for forty-eight (48) weeks or more per year.

School Year: Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks.

Regular Part-Time: Regular part-time, school year or longer in the categories above working on a regular basis, but less than six (6) hours per day or more than 6 hours a day but less than (5) days a week.

Part-time/Temporary: Any employee other than the above categories.

Article II. CONDITIONS OF EMPLOYMENT

Section 1. Health Certificate

Each new employee, before taking up her/his duties for the school district, must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Superintendent or designee.

Section 2. Vacancy

A new employee hired to fill a vacancy, other than that of a temporary nature, shall have a status of a probationary employee for ninety (90) calendar days. Employment during the probationary period shall be on a day-to-day basis with no paid holidays or sick leave, should they fall during the probationary period.

Probationary employees may be terminated with or without cause. When a probationary employee has been terminated without cause she/he should be given five (5) days notice and have been under qualified training and close supervision.

After an employee has completed the probationary period of employment and has proven to be satisfactory, the employee will be given the status of a regular employee. Retroactive payment will be made for any sick leave and holidays as provided under the named sections.

Section 3. Transfers

Each employee who moves into a new classification is on probation for the first ninety (90) days in that classification. If the employee is unsatisfactory or not qualified, she/he will return to her/his previous job status providing a vacancy exists.

Article III. BOARD AND ADMINISTRATION RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Law of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the Board retains the rights, powers, and authority the Board has prior to this Agreement.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

Management

Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

Right to Assignment

Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

Right to Hire, Promote, Suspend and Discharge Employees

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

Determine the Services, Supplies and Equipment

Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

Rules and Regulations

Adopt reasonable rules and regulations.

Hiring Conditions

To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal demotion; and promote and transfer all such employees.

Facility Locations and Relocations

Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivision thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Distribution of Work and Supplies

Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

Financial Policies

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Management Organization

Determine the size of the management organization, its junctions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

Policy for Selection, Testing and Training Employees

Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

Establish Provisions

The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

Subcontract Work

Subcontract bargaining unit work or to transfer work performed by bargaining unit employees outside of the unit.

Article IV. EVALUATION/ASSESSMENT

All employees shall receive a formal evaluation each year by the appropriate supervisor. Evaluations are to be completed on or before May 30th. The employee shall receive a copy of the written evaluation. A copy signed by the employee and supervisor shall be received by the Superintendent or designee on or before June 3rd.

In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

Evaluations are made with the objective of assisting the employee in improving his/her working techniques and skills, relationship with other employees, job knowledge, relationship with students and the community, and/or other responsibilities that may be associated with his/her position with the school board.

Article V. RETIREMENT

Section 1. Board May Require Retirement

The Board of Education may require retirement of any Central Office and 52 week employee whose physical or mental health, as determined by a Board appointed physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

Section 2. Retirement Benefits

After ten (10) years of continuous employment a full-time, regular part-time, or school year employee who reaches the age of retirement to immediately qualify for benefits under the Michigan Public School Retirement System and severs her/his employment with the Northview Public Schools, the Board shall pay the employee their choice of either:

1. For each day of accumulated PTO leave the following rates: **\$75.00 per day** up to a maximum of 188 days.

AND

2. \$1,000.00 one time payment at retirement for those employees regularly scheduled for 30 or more hours per week, or \$750.00 one time payment at retirement for those employees regularly scheduled for 20-29 hours per week.

Employees electing to retire/resign and are eligible for a PTO day payout will have the amount of that pay out deposited by the employer in the form of a non-elective employer contribution to a 403(b). This payout is subject to IRS limitations. No cash option will be available.

Article VI. HOURS OF WORK

Section 1. Work Week

The workweek shall be deemed to start on Monday. Daily and weekly schedules will be maintained as uniformly as possible.

Time and one-half the regular hourly rate will be paid to hourly positions for all hours in excess of 40 hours per week, unless other arrangements are made with the Administration.

Section 2. Compensatory Time

Compensatory time may be accumulated in lieu of overtime payment as follows:

1. Time accumulation must be in increments of thirty (30) minutes or greater.
2. Time must be entered on a time sheet and signed by the Assistant Superintendent and submitted to the payroll office.
3. Usage of compensatory time of two (2) hours or less may be used without advance approval; however, please notify the Assistant Superintendent and any affected central office staff member.
4. Usage of compensatory time in excess of two (2) hours is subject to advance approval.
5. When compensatory time is used an absence slip must be completed specifying compensatory time as reason for absence.

Section 3. Work Year

The normal work year for employees will be for a period of fifty-two weeks, unless otherwise specified.

Article VII. LEAVES WITH PAY

Section 1. PTO

At the beginning of each year 52-week and Central Office staff shall be credited with eighteen (18) days which may be used in the event the staff member must be absent from duty. All part-time employees will be prorated, commensurate with their current FTE.

An employee who desires to use a PTO day must notify the Supervisor as soon as possible and in no case later than 6:30 AM on the day of the absence.

Accumulation. The maximum number of PTO days to accumulate shall be one hundred eighty-eight (188). All accumulated PTO shall terminate when the employee leaves the employment of the district prior to retirement. Employees retiring from the District will receive compensation for

unused PTO days as specified in the employment agreement. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

The paid time off (PTO) bank will be used to fill the ninety (90) day waiting period in the event an employee is in a long term disability situation. It is incumbent upon the employee to maintain sufficient leave days in their PTO bank to reach long-term disability.

Other No more than five (5) PTO days can be used in any one consecutive time period. Vacation time must be exhausted prior to requesting a leave of 5 PTO days. Planned absences of more than three (3) consecutive days must be preapproved by the supervisor or Superintendent designee. An absence of 3 or more days may result in the generation of FMLA paperwork. If an absence of more than three days is not preapproved, that time may be considered a leave without pay and/or may result in disciplinary action.

Any absence for reasons other than the above must be discussed in advance with the Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

All leaves are considered as time off for the reasons necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statements or condition under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Superintendent or designee. The offense may constitute grounds for dismissal.

Section 2. Bereavement Leave

Employees shall be allowed up to seven (7) days absence or bereavement leave, without loss of salary, per contract year. Additional time may be granted by the Superintendent or designee on an individual basis.

The first seven (7) days will not be charged to PTO leave. Any days absent in excess of seven days will be charged to annual or accumulated PTO leave. If PTO leave is not available any approved days off will be without pay.

Section 3. Inclement Weather

Employees are expected to work their regular shift when school is not in session due to inclement weather unless notified otherwise by the Administration. Payment and/or leave criteria shall be determined as follows:

- a. If the administration requests employees to stay home, the day will be paid at the employees normal hourly rate for hours regularly scheduled on that day.
- b. Employees will be given compensatory time off for actual hours worked. Compensatory time is to be used in the school year granted.

Section 4. Jury Duty

The Board will pay the difference between regular compensation loss and jury duty pay received from the court by any employee required to serve as a juror during regularly assigned working time.

Article VIII. LEAVES WITHOUT PAY

Section 1. Illness

Leaves for sickness or injury of an employee may be granted upon written notice by the Board for periods up to one (1) year, subject to renewal by the Board. Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. In the case of an injury leaves will be administered consistently with both the Worker's Compensation Act and the Family Medical Leave Act according to their published regulations.

Section 2. Personal Reasons

Leaves for personal reasons may be granted at the sole discretion of the Board.

Article IX. WORKERS' COMPENSATION

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Workers' Compensation law. An employee injured on the job shall report such injury at once to the Human Resource Office and building principal. All reports must be filed at the Human Resource Office no later than seven (7) days after the incident has occurred.

Article X. HOLIDAYS

Section 1. General Conditions

The following conditions shall be met in order to obtain holidays with pay:

- a. The employee has completed the last scheduled work day for her/his classification, prior to the holiday, unless same falls within a vacation period in which the employee is not required to Work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- b. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement "a" shall not apply.

Section 2. Paid Holidays

Each employee will be entitled each of the following holidays pro-rated for percentage of annual hours worked:

Fourth of July	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve
Friday after Thanksgiving Day	New Year's Day
Friday of Spring Break week	Memorial Day

Article XI. VACATION BENEFITS

Section 1. General Conditions:

- a. Vacation accrual and usage:
 - (i) New employees will begin to accrue vacation time on their hire date but cannot use the time until after six (6) months from date of hire.
 - (ii) Any earned vacation is available for use as accrued after six (6) months of employment; however, it is subject to advance approval to ensure continuity of office operations. Vacation may not be taken in advance of accrual. Vacation time must be utilized within the current fiscal year. It cannot be transferred from one year onto the next without express approval from the Superintendent or designee
 - (iii) After five (5) years of continuous service in this employee group, an employee may elect to be paid a per diem rate for up to five (5) earned vacation days. The per diem rate will be calculated based on the hourly rate for the number of regularly scheduled hours.
- b. Vacation will be paid on the regular payday for the period, which the employee was on vacation.
- c. Vacation pay will be computed on the basis of the employee's regular pay.
- d. Extended vacation periods of one (1) week or more will generally be taken at Christmas, spring break, or summer break periods unless specifically authorized otherwise by the Assistant Superintendent or designee.

Short-term vacation of one (1) week or less must be approved by the Assistant Superintendent or designee with adequate notice (generally one (1) week or more unless an emergency occurs).

Section 2. Length of Vacation

- a. Each full-time employee and regular part-time employee shall, as of June 30 of each year, be entitled to receive vacation and vacation pay based upon her/his length of continuous service with the school district as of June 30, as follows:

- More than 90 calendar days but less than one (1) year:- Prorate of ten (10) days.
- One (1) to five (5) years: ... Two (2) Weeks Vacation per Year
- 6 - 10 Years of Service ... Three (3) Weeks Vacation per Year
- 11 Years or More ... Four (4) Weeks Vacation per Year

Vacation days will be front loaded July 1 of the contract year.

Article XII. PROCEDURE FOR SUGGESTIONS AND COMPLAINTS

Any employee may discuss a suggestion or complaint with the Assistant Superintendent at any time provided such discussions are confined to the time reasonably necessary and does not interfere with the normal operations of the office.

If a complaint is not satisfactorily settled within fifteen (15) work days, or if an employee feels that a suggestion she/he has made is not satisfactorily credited after meeting with the Superintendent, the employee may request a meeting with a Committee of the Board of Education to discuss the matter.

Article XIII. INSURANCE

Section 1. Full-time Employee

The Board of Education shall provide each full-time employee with the following insurance benefits capped at the state legislated amount

- a.. Comprehensive semiprivate, full-family health insurance program.
- OR**
- b. Cash in lieu of health will be 80% of the single subscriber health premium.

Staff pretax contributions towards benefits will be 10% of the SET/SEG cost
PLUS

- c. Full family dental program.
- d. Full family vision program.

Section 2. School Year Employee

The Board of Education shall provide each school year employee with the following insurance benefits capped at the state legislated amount

- a. A comprehensive single subscriber, semiprivate, health insurance program for each school year employee;
- OR**
- b. Full Family dental program and \$5,000 Term Life Insurance.

Staff pretax contributions towards benefits will be 10% of the SET/SEG cost.

Section 3. Regular Part-time Employee

- a. The Board of Education shall provide, if elected, each regular part-time school year employee working four (4) hours or more per day:
 - (i) Full family dental program and \$5,000 term life insurance; **OR**
 - (ii) Up to \$60.00 per month towards the purchase of approved options.

- b. The Board of Education shall provide, if elected, each regular part-time fifty-two week employee, working 20 or more hours per week, cash in lieu of health at 80% single subscriber premium.

Staff pretax contributions towards benefits will be 10% of the SET/SEG cost.

Section 4. Salary Protection Plan (LTD)

The Board of Education will make available to each full-time employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions.

- a. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.
- b. There will be a ninety (90) day modified fill waiting period.
- c. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc. to determine its obligations to the employee (freeze on offsets).
- d. Alcoholism/drug addiction - 2 year limit. Mental/nervous - 2 year limit.
- e. The coverage shall become effective at the beginning of the insurance month immediately following the time they begin their assigned duties.
- f. An employee who qualifies for Long Term Disability will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
- g. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services to the district.

Section 5. Life Insurance

The Board agrees to provide \$80,000 Term Life and \$80,000 Accidental Death Insurance coverage for all full-time employees. Such coverage shall begin, in the case of new employees, at the time they begin their employment. Coverage will terminate at the end of the month following termination of employment. The Board will not be liable for claims beyond what its carrier(s) will provide.

Article XIV. LONGEVITY

Each full-time employee, completing his or her fifth full year of continuous employment shall receive longevity pay per the following schedule:

	2016-2017
Five (5) years	\$ 950
Ten (10) years	\$1050
Fifteen (15) years	\$1250
Twenty (20) years	\$1350

Fifty percent (50%) of the eligible payment will be paid in the first pay in December with the balance being paid in the last pay in June. Regular part-time employees will receive pro-rated longevity based on their annual scheduled hours. Longevity payments will be made to active employees only.

Article XV. HOURLY PAY SCHEDULE

2016 – 17	CO Support	Support Services
Probation	\$14.71	\$10.45
Step 1	\$15.95	\$11.15
Step 2	\$16.11	\$12.15
Step 3	\$16.67	\$12.90
Step 4	\$16.96	\$13.35
Step 5	\$17.22	\$13.78
Step 6	\$17.55	\$14.25
Step 7	\$17.81	\$14.71
Step 8	\$18.17	\$15.18
Step 9	\$18.37	\$15.48
Step 10	\$18.76	\$15.80
Step 11	\$18.96	\$16.11
Step 12	\$19.35	\$16.43
Step 13	\$20.62	
Step 14	\$21.05	
Step 15	\$21.46	
Step 16	\$21.88	
Step 17	\$22.32	
Step 18	\$22.54	
Step 19	\$22.77	

2016-17

1% on base and One Step Movement

Contract Pay Schedule

1% on base and One Step if Available

Credit on the pay schedule may be given for prior experience and/or education.

Article XVI. MISCELLANEOUS PROVISIONS

Mileage Reimbursement

Employees who are required to drive their personal automobile in the performance of their duties shall be paid at the current rate allowed by I.R.S. Individual addendums for mileage within Kent County will be at the discretion of the Superintendent or designee.

Annuity

Individual annuity addendums will be at the discretion of the Superintendent or designee

Professional Dues

Individual payment of professional dues will be at the discretion of the Superintendent or designee.

Tuition Reimbursement

At the discretion of the Superintendent or designee, Employees can request reimbursement up to a maximum of three (3) semester hours per year for graduate or under-graduate course work that extends or enhances the abilities to perform in their current position.

The reimbursement for authorized courses will be for actual tuition costs at any publicly supported Michigan University. For authorized courses taken out of State or at private Universities, the reimbursement will be computed at the average cost of tuition at Western Michigan University, Michigan State University, Grand Valley State University, and Central Michigan University.

The Superintendent or designee, may authorize credit for workshop hours offered through the Kent Intermediate School District when University credit is offered upon payment of tuition provided workshop requirements are the same as the University credit requirements.

No tuition payment shall be in addition to tuition paid under any other grant or scholarship.

To receive tuition reimbursement, evidence of successful completion of the approved courses must be presented to the Superintendent or designee. Each individual requesting tuition reimbursement shall be responsible for reporting any reimbursement from another source.

Insurance Deductible

If an employee is required to drive her/his personal vehicle for school business and has a property damage accident which is not her /his fault, the Board will pay if applicable the deductible but not to exceed \$500.00

Article XVII. STAFF REDUCTION

In the event that circumstances require a reduction in staff, the factors of performance, experience, education and seniority will be the primary criteria in that decision process.

Article XVIII. HOLD HARMLESS

The Board of Education agrees, as a further condition of employment, that it shall defend, hold harmless, and indemnify the administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the administrator in his/her individual capacity, or in his/her official capacity as agent and employee of the Board of Education, provided the incident arose while the administrator was acting within the scope of his/her employment

Article XIV. COMPENSATION

Compensation is identified in the Fifty-two (52) Week Salaried Employee’s salary schedule or the hourly wage schedule for hourly employees.

Article XX. DURATION

This contract is effective July 1, 2016, and expires June 30, 2017. The Board will review future employment regulations in a timely manner.

**BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS**

Craig McCarthy
Assist. Supt. for Finance and Operations

Renee Montgomery
Board of Education Secretary

**NORTHVIEW ADMINISTRATION
EMPLOYEES**

Kathy Maas
Employee Group Member

Lyn Peterman
Employee Group Member

Notice of Non-Discrimination

Northview Public Schools does not discriminate on the basis of race, color, religion, gender, national heritage, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities.

Any questions or complaints concerning non-discrimination policies, Title II, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Northview Public School
4365 Hunsberger NE
Grand Rapids MI 49525
616-363-6861

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CO & 52 Week Salary Schedule

2016-17 1% Increase on step 1	s1	s2	s3	s4	s5	s6	s7	s8	s9	s10	s11	s12	s13	s14	s15	s16	s17
Level I Tech Specialist	34,009	34,723	35,452	36,197	36,957	37,733	38,525	39,334	40,161	41,004	41,865	42,744	43,642	44,558	45,494	46,449	47,425
Level II Tech Specialist	37,933	38,730	39,543	40,373	41,221	42,087	42,971	43,873	44,794	45,735	46,695	47,676	48,677	49,699	50,743	51,809	52,897
Network Administrator	38,924	39,741	40,576	41,428	42,298	43,186	44,093	45,019	45,966	46,931	47,916	48,923	49,950	50,999	52,070	53,163	54,280
Instructional Tech Trainer	36,710	37,481	38,268	39,072	39,892	40,730	41,585	42,459	43,350	44,261	45,190	46,139	47,108	48,097	49,107	50,139	51,192
Director of Accounting	49,500	50,540	51,601	52,684	53,791	54,920	56,074	57,251	58,454	59,681	60,934	62,214	63,521	64,854	66,216	67,607	69,027
Payroll Specialist	47,476	48,473	49,491	50,530	51,591	52,675	53,781	54,910	56,063	57,241	58,443	59,670	60,923	62,203	63,509	64,843	66,204
CO Administrative Asst	47,476	48,473	49,491	50,530	51,591	52,675	53,781	54,910	56,063	57,241	58,443	59,670	60,923	62,203	63,509	64,843	66,204