

**COLLECTIVE BARGAINING
AGREEMENT**

between

**THE DAY CARE COUNCIL OF NEW YORK, INC.
(On Behalf of Participating Day Care Centers)**

and

**THE COUNCIL OF SCHOOL SUPERVISORS AND
ADMINISTRATORS OF THE CITY OF NEW YORK
LOCAL 1, American Federation of
School Administrators, AFL-CIO**

October 1, 2012 to September 30, 2014

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AGREEMENT made by and between DAY CARE COUNCIL OF NEW YORK, INC. (hereinafter referred to as the "Council"), for and on behalf of those of its member Centers (hereinafter individually referred to as "Center" or "Employer") that have authorized the Council to represent them for the purposes of collective bargaining, and COUNCIL OF SCHOOL SUPERVISORS AND ADMINISTRATORS OF THE CITY OF NEW YORK, LOCAL 1, American Federation of School Administrators, AFL-CIO (hereinafter referred to as the "Union"),

WITNESSETH

WHEREAS, the Union has been duly designated and certified as the collective bargaining representative of the employees in the unit described below:

NOW, THEREFORE, the parties hereto do hereby agree as follows:

**ARTICLE I
RECOGNITION**

Sec. 1. The collective bargaining unit covered by this Agreement consists of full time:

1. Educational Directors
2. Administrative Directors
3. Assistant Directors (Education) and Assistant Directors (Administrative).
4. Regular Part-time Assistant Directors in the titles set forth in (3) above,

who are regularly employed 18 hours per week or more.

5. Family Day Care Coordinator
6. Directors of Career Family Day Care Centers

Sec. 2. The Council recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the collective bargaining unit as defined in Section 1, of this Article.

Sec. 3. Any member Center who recognizes the Union as the representative of its Directors after October 1, 2012 shall be covered by this Agreement prospectively from the date of recognition.

Sec. 4. Part-time employees receive pro-rata benefits based upon regularly scheduled hours.

ARTICLE II UNION SECURITY

Sec. 1. All employees in the bargaining unit who now are or who hereafter become members of the Union in good standing shall, as a condition of employment, maintain their Union membership in good standing during the term of this Agreement. All new employees shall, as a condition of employment, become members of the Union in good standing or pay a sum equivalent to Union dues and initiation fee, beginning after the 30th day of employment. Tender by an employee of the initiation fee and the periodic dues uniformly required as a condition of membership in the Union shall constitute membership in the Union in good standing for the purpose of this provision.

Sec. 2. Union initiation fees and monthly dues will be deducted by each Center from the pay of employees who have authorized such deduction in writing. The monies so deducted shall be held in trust by each Center for the Union, and the Center shall promptly forward said monies to the Union directly.

Sec. 3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE III SALARY SCALES AND RATES

Sec. 1. The minimum salaries for all covered job titles are set forth in Attachment 1.

Sec. 2. Employees employed as of June 30, 2012 who continue to be employed by the same sponsoring board shall continue to be paid the same wages (including all differentials, experience and longevity steps) they were paid on June 30, 2012.

Sec. 3. If any additional funding is made available to the Employers for increases in employee wages then the Union shall have the right to reopen the contract for the purpose of negotiating new wage rates.

Sec. 4. Teacher certified Directors shall be defined as all employees covered by this agreement who hold a valid New York State teacher's certificate.

Sec. 5. Those directors in charge of a Center which has 8 or more classrooms shall be classified as Directors C. Those Directors in charge of a Center which has 4-7 classrooms shall be classified as Directors B.

Sec. 6. Sections 7, 8, 9, 10 and 11 below are suspended indefinitely until the parties are able to negotiate the implementation of some or all of these sections based upon additional money from the State or City being made available to the Employers for such increases.

Sec. 7. All Directors (other than teacher certified Directors as defined in the agreement) shall receive a longevity increment, effective October 1, 1985, of \$500 upon completion of 15 years of continuous service in New York City funded day care programs. Thereafter, any employee who becomes eligible for this longevity increment shall receive such increase on January 1 or July 1, whichever is sooner after having attained the necessary years of experience.

Sec. 8. Teacher certified Directors shall receive the following longevity increment for all years of continuous service in New York City funded day care programs during which time they held a New York State teacher's certificate.

- (a) 5 years of service \$200
- (b) 10 years of service - an additional \$200
- (c) 15 years of service - an additional \$200

Thereafter, longevity increments shall be paid on either January 1, or July 1, whichever is sooner, upon completion of the required years of service.

Sec. 9. All Directors who receive a doctoral degree (Ph.D.) in early childhood education shall receive an increase of \$750.

Sec. 10. Teacher certified directors shall receive an additional \$175 longevity payment upon completing five years of service as a director, and all other directors shall receive an additional \$100 upon completing five years of service as a director. There shall be no increase in these rates in the future unless specifically agreed to by the parties.

Sec. 11. All directors who have twenty (20) years of vested service in New York City funded day care programs shall receive a longevity increment of \$2411. The twenty (20) year increment effective March 15, 2001 shall be increased in all successor collective bargaining agreements by the same percentage as the then agreed upon general wage increases.

Sec. 12. All certified directors shall be eligible to receive a \$200 longevity increment per year based upon years of service as a director. This experience increment shall be paid at the rate of \$200 per year for the first five years and upon completion of the 10th year of service (for a total of \$1200).

Sec. 13. Employees shall continue to be paid bi-weekly. The pay of an employee each payroll period shall be computed by multiplying the number of compensable days in the payroll period by the fraction obtained by multiplying 1/number of school days in the year by the employee's annual rate of pay. The pay day of each Center shall be no later than 7 days after the end of the payroll period.

Sec. 14. Newly hired employees covered by this agreement shall be paid at the minimum rate of their category or job title until verification of their credentials has been completed, except as modified by Article VIII, herein. When verification has been completed, they shall be entitled thereafter to the applicable rate, in accordance with Article VII, herein, for their category or job title and shall also be paid the difference, if any, retroactive to the date of employment.

Sec. 15. Regular Part-time employees performing in the titles specified in Article I, shall be paid that proportion of the applicable rate of pay for the title, as set forth in Schedule A annexed hereto, that their scheduled hours of work bear to the hours scheduled for a full-time employee acting in the same title. For all hours worked by a Regular Part-Time employee, performing in the titles specified in Article I, in excess of the employee's regular part-time schedule and up to the regular work week for the employee's title, the employee shall be paid at the applicable rate of pay for that title, as set forth in Schedule A annexed hereto.

Sec. 16. Administrative Directors and Assistant Directors (administrative) shall be required to have a baccalaureate degree as a qualification for being hired on or after July 1, 1984.

Sec. 17. Assistant Directors who are asked to temporarily fill a director's position due to extended illness or a vacancy shall receive the appropriate Director salary starting with the beginning of the fourth month of the employee filling the Director's position.

**ARTICLE IV
HOURS OF WORK**

Sec. 1. The regular work week for Full-time employees shall be 38 hours per week Monday to Friday inclusive.

Sec. 2. All Full-time employees covered by this agreement will be allowed 1 hour per day free time.

**ARTICLE V
VACATIONS**

Sec. 1. (a) Full-time employees covered by this contract and continuously employed by same sponsoring board shall earn, vacation per year at regular rate of pay as follows:

1 – 5 years – 20 days

5+ years – 24 days

(b) Employees employed as of June 30, 2012 and continue to be employed by the same sponsoring board shall accrue twenty-four (24) days per year.

Sec. 2. Accrued unused vacation may not be carried over year-to-year except as of June 30 each year up to ten (10) accrued but unused vacation days may be carried into the next fiscal year (July – June) to be used by December 31 of that year.

Sec. 3. In the fixing of vacation schedules preference shall be given on the basis of the operational needs of the Center. The vacation dates shall be fixed by mutual agreement between the Board and the employee. An employee shall submit a written request for vacation leave at least one month prior to the requested leave. The vacation dates requested shall not be arbitrarily or capriciously denied. Approved vacation dates shall not be arbitrarily or capriciously changed.

Sec. 4. Pay for earned and unused vacation shall, if the employee dies, be paid to the deceased employee's surviving spouse, child or children, parent or parents, next of kin or legal

representative, in that order. Such payment by a Center to any such beneficiary shall constitute a complete discharge of the Center's obligation.

ARTICLE VI HOLIDAYS

Sec. 1. Employees in the bargaining unit shall be entitled to the following holidays:

New Year's Day;
3rd Monday in January (Martin Luther King Day);
Presidents' Day;
Memorial Day;
July 4th;
Labor Day;
Thanksgiving Day;
the Friday after Thanksgiving;
Christmas Eve Day; Christmas Day; and
New Year's Eve Day.

Any holiday that falls on a weekend day shall be celebrated either on the following Monday or preceding Friday as determined by the Board of Directors of each center.

ARTICLE VII SICK LEAVE

Sec. 1. Full-time and regular part-time employees shall accrue sick leave of twelve (12) days per year. Sick leave may be accumulated up to forty-eight (48) days, including current year's accrual.

ARTICLE VIII JURY DUTY

Sec. 1. Employees called to serve as jurors shall continue to turn in to their Centers the checks they receive in payment for their service as jurors. They are to receive their full pay at regular rates for the first two (2) weeks in jury service, plus whatever amount they were paid as jurors by way of transportation allowances. Employees relieved from jury service by 12 noon

during any work day on which they are called to serve shall promptly report to work at their Centers.

ARTICLE IX EMPLOYEE FILES

Sec. 1. A personnel file shall be maintained for each employee, subject to the following:

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the copy that is to be filed, but such signature shall signify only that the employee has read the material to be filed and not necessarily agreement with its content. The Center or Board shall promptly reduce to writing any incident or occurrence brought to its attention.

2. The employee shall have the right to answer any material filed and said answer shall be attached to the file copy.

3. The employee shall be permitted to examine his file at the mutual convenience of the employee and the Center, and in the presence of a Center designee.

4. The employee shall be entitled to a copy of any material in his file to be provided by the Center upon reasonable notice at the expense of the employee.

ARTICLE X LEAVES OF ABSENCE

Sec. 1. Sabbatical Leave: Employees in the unit with five (5) years or more of continuous service with any one Day Care Center shall be eligible for a sabbatical leave without pay. Such leave shall be granted on not less than six (6) months' advance notice and application by the employee and shall be granted only if it is to be devoted to an educational program that, in the judgment of the Center, fits into the policies and programs of the Center. The period of

sabbatical leave shall be fixed by mutual agreement between the Center and the employee and shall be based on the educational program the employee plans for the period of leave. Upon return from the leave the employee shall be entitled to reinstatement to the same job title and at the same pay and seniority.

Sec. 2. In the event of death of the employee's parent, spouse, domestic partner or child, the employee will be given four (4) days off with pay; in the event of the death of the employee's brother, sister or grandparent, the employee will be given two (2) days off with pay; in the event New York City changes its rules regarding domestic partner benefits, the Council agrees to consider and discuss reopening this section of Agreement. (Domestic Partner is defined as per N.Y.C. Personnel Dept. rule or regulation). Employees shall be allowed to extend periods of bereavement leave by applying available vacation time with the approval of the Board of Directors, which approval shall not be unreasonably withheld.

Sec. 3. Pregnancy and Child Care Leave: Pregnancy shall be treated like any other disability. Within the first year of birth of a child an employee will be granted up to (9) months of leave without pay. Upon return from a leave the employee shall be entitled to reinstatement to the same job title and at the same pay and seniority. Parents of an adopted child five (5) years old or younger shall be entitled to the same child care leave.

ARTICLE XI HEALTH AND WELFARE

Sec. 1. For Employees regularly working thirty (30) hours or more per week, the Center will pay eighty percent (80%) of the cost of coverage selected by the employee, as appropriate, under Emblem HMO 10 health plan; the employee will pay twenty percent (20%) of the cost of coverage. An employee who is on authorized extended leave without pay as provided in this

Agreement shall have the option of continuing health insurance coverage, at his/her own expense, if such continued coverage is permitted by the carrier.

Sec. 2. For Employees regularly working less than thirty (30) hours per week, the Center shall only be required to pay a pro-rated share of its eighty percent (80%) contribution based upon the number of scheduled hours worked by the employee. These part-time employees shall be required to pay the additional cost, plus their regular twenty percent (20%) contribution, in order to participate in the health insurance plan.

Sec. 3. Employees shall become eligible to participate in the Group Health Insurance after thirty (30) days of employment and shall begin coverage on the first day of the month after they have qualified for participation.

Sec. 4. Those Full-time Employees who elect not to participate in the Emblem HMO 10 health plan will receive an annual payment of One Thousand Dollars (\$1000), payable on a monthly basis. In the event the employee experiences a qualifying Life event, as defined in the IRS regulations, the employee shall be eligible to enroll in the Emblem HMO 10 plan the beginning of the next month; once the employee enrolls in the health insurance program he/she shall only be entitled to a pro rata payment of one thousand (\$1,000) dollars based upon the months the insurance was waived. Part-time employees are eligible for a pro-rata payment.

Sec. 5. The Day Care Directors Welfare Fund, shall be continued in effect and shall provide supplemental health care benefits, as determined by Trustees.

Sec. 6. Contributions to the Day Care Directors Welfare Fund of \$1,198 per full-time equivalent per year are suspended indefinitely, subject to future negotiations between the parties.

Sec. 7. Coverage under the New York State Disability Benefits Law shall be continued for all employees. The Centers shall continue to make the deductions from employees' salaries

authorized by the provisions of the New York State Disability Benefits Law. Upon receipt by a Center of disability benefits payments from any insurance carrier pursuant to the Disability Benefits Law for a period of time for which the Center is obligated to pay an employee sick leave under this agreement, the employee shall be credited with and the Center shall be obligated to grant additional sick leave equal to two-thirds of the amount of the benefits payments received by the Center, which additional sick leave shall be computed and made available promptly upon exhaustion by the employee of the sick leave to which he was entitled at the time that his absence because of illness began. The additional sick leave time shall be computed on the basis of the employee's rate of pay.

ARTICLE XII UNION ACTIVITY

Sec. 1. There shall be no strike, stoppage, slow-down, picketing or other interference of any kind with the work of the Centers by the Union or by the employees covered by this agreement. There shall be no lockout by the Centers of any of the employees covered by this agreement.

Sec. 2. A Union representative shall have the right to enter the Employer's premises. Advance notice shall be given the Employer of any such visit. Those visits shall not interfere with the performance by employees of their duties. A place for discussion shall be provided, if available.

Sec. 3. Upon request by the Union, up to two (2) employees in the entire bargaining unit shall be granted leaves of absence without pay for the purpose of attending to Union business for a period of up to one year. Such leave shall be renewable for one additional year.

Sec. 4. There shall be no Union activity, including distribution of Union literature by employees or by Union representatives during working time. Union material shall be posted on a separate bulletin board to be provided and designated by the Center.

**ARTICLE XIII
GRIEVANCES AND ARBITRATION**

Sec. 1. A grievance is any dispute between the parties as to the interpretation or application of any of the terms of this agreement, or the asserted breach thereof including the discharge of any employee.

Sec. 2. Grievances shall be handled in accordance with the following procedures:

Step 1. An employee shall within 30 days following the act or condition on which the complaint is based discuss the matter with a representative of the Center designated by the Board in an effort to resolve the problem informally as promptly as possible. It is understood that, if the complaint is resolved informally, no record of the procedures at this level shall be made or kept without the written consent of the aggrieved employee.

Step 2. (a) A grievance not resolved in Step 1 may, within 10 working days after the completion of Step 1, be submitted in writing by the grievant to the Board of Directors of the Center, which shall give its written decision thereon with 10 working days after receipt of the written grievance.

(b) A grievance not resolved in Step 2(a) with respect to those positions funded under Head Start, may be presented in writing to the Chairperson of the Center's Policy Committee/Council. The appeal must be made in five (5) working days of the receipt of the Step 3(a) decision. The Chairperson will schedule a hearing before the Personnel

Committee of the Center's Policy Committee/Council within ten (10) working days after receipt of the grievance and shall render a decision within five (5) working days after the hearing is held.

Step 3. A grievance not resolved in Step 2 may, within ten (10) working days after completion of Step 2, be submitted in writing by the Union or the Center to the Director of the Day Care Council's Labor Relations Assistance and Mediation Service for mediation. In the event the matter is not resolved via mediation efforts, the Director of the Labor Relations Assistance and Mediation Service shall notify both parties in writing that mediation efforts have been completed.

Step 4. A grievance not resolved in Step 3 may be submitted to arbitration to an arbitrator agreed upon by the parties or, if they cannot agree, to the American Arbitration Association in the City of New York under its then obtaining Voluntary Labor Arbitration Rules, unless the grievance involves a dispute which is not subject to arbitration under the terms of this agreement. The fee and expense of the arbitrator and the charges of the American Arbitration Association shall be borne equally by the parties. The award of the arbitrator shall be final and binding except for proceedings to enforce or vacate the award as permitted by law.

Sec. 3. Only the Council, a Center or the Union may file a request for arbitration. Request for arbitration must be made by the party desiring it within thirty (30) working days after completion of Step 3 and shall be made in writing to the other party specifying the issue or issues to be arbitrated. A grievance not submitted at any step of the grievance procedure or not submitted to arbitration in due time shall be deemed settled on the basis of the decision last given, if any, and further prosecution thereof shall in any event be barred. If a decision on a grievance is not given in due time, the grievance may be taken to the next step.

Sec. 4. The Union, as such, and any Center shall have the right to submit grievances. Grievances of general application may be initiated by the Union or the Council at Step 3 and shall be processed in accordance with the procedure set forth herein. A question concerning interpretation of the collective bargaining agreement must be referred to the Council in the first instance. The Union shall not file grievances or arbitrations against the Day Care Council of New York, Inc. as the Day Care Council is not a Center nor an employer of the employees under the terms of this Agreement and, therefore, assumes no legal liability for the actions of its member day care centers.

Sec. 5. In connection with any grievance that has reached Step 2, a meeting shall be held at the request of either party hereto between the Board of Directors of the Center involved, or a committee or designee thereof, the Union, and the aggrieved employee or the appropriate grievance committee, for the purpose of discussing the grievance before a decision is made.

Sec. 6. No grievance settlement or arbitration award shall be retroactively effective to a date preceding the date on which the cause of the grievance first occurred or arose or to a date more than thirty (30) days before the first written submission of the grievance, whichever is later.

Sec. 7. A Union officer, the grievant and up to two witnesses shall be granted necessary time off with pay for the purpose of handling grievances.

ARTICLE XIV MISCELLANEOUS

Sec. 1. The Council shall provide the Union with a copy of any communication from it to its constituent Day Care Centers relating to the terms and conditions of employment of employees in bargaining unit.

Sec. 2. Employees shall not be required to perform non-supervisory duties on a regular basis or as a regular part of their employment.

Sec. 3. Each new employee shall serve a probationary period of six (6) months. During or at the end of the probationary period an employee may be terminated with or without cause, and without recourse to the grievance-arbitration procedure.

Sec. 4. Good faith efforts will be made to rearrange schedules for Directors to attend required educational courses needed for eligibility for advancement within the day care center whenever these courses are not otherwise available.

Sec. 5. The labor-management committee shall continue to develop appropriate job descriptions and responsibilities.

Sec. 6. The labor-management committee shall establish semi-annual consultation meetings to be attended by 3 representatives of the CSA and 3 representatives of the DCC. An agenda for the meeting shall be submitted at least 10 days in advance of the meeting. The committee may agree to additional meetings.

Sec. 7. An employee who is called for an interview by the Sponsoring Bd. or a member of the Board and reasonably believes that the interview may lead to disciplinary action may request a postponement of the interview for 48 hours (work days) in order to obtain a Union representative.

ARTICLE XV DURATION OF AGREEMENT

Sec. 1. (a) This agreement shall be in full force and effect for the period October 1, 2012 to September 30, 2014, inclusive. The terms of the Agreement shall continue in full force and effect during the negotiations for a successor agreement except that either party may terminate the continuation of the agreement after its expiration upon service of twenty (20) days' written notice to the other party.

(b) Either party may request a reopener of this Agreement upon forty-five (45) days written notice to the other party prior to September 30, 2013 to negotiate changes in the current health care insurance program or to negotiate a new health care insurance program.

**ARTICLE XVI
ANTI-DISCRIMINATION CLAUSE**

Sec. 1. There shall be no discrimination against any employee because of such employee's race, creed, color, religious affiliation, age, sex, national origin, disability, marital status, citizenship status or sexual orientation, with respect to terms or conditions of employment as contained in this agreement.

**ARTICLE XVII
TERMINATION AND RESIGNATION**

Sec. 1. Discharge of an employee shall be for just cause. An employee whose employment is to be terminated (except where the circumstances warrant summary dismissal or where operation of a Center is discontinued permanently or for an indefinite period) shall receive four weeks' written notice in advance of the effective date of termination stating the grounds thereof. A copy of such notice shall be given to the Union.

Sec. 2. An employee who resigns shall give written notice of resignation to the President or Board Chairman of his/her Center four weeks in advance of effective date of resignation. If an employee fails to give at least one week notice of resignation, the employee will forfeit all accrued unpaid vacation pay. The day upon which the notice is given shall not be counted.

**ARTICLE XVIII
FINANCIAL EMERGENCY**

Sec. 1. This agreement is subject to and modified by any applicable provision of New York State law and of local law of the City of New York, and of executive orders, regulations

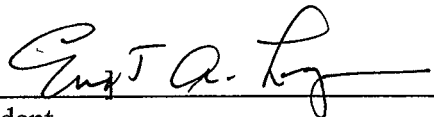
and determinations of any agency of either the State or City government, prohibiting, revoking, suspending, or deferring increases in salaries or wages or other benefits of employees of agencies under contract with the City of New York.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and representatives, have executed this agreement this ___ day of ____, 2012.

DAY CARE COUNCIL OF NEW YORK, INC.

By [_____]
Executive Director

COUNCIL OF SCHOOL SUPERVISORS AND
ADMINISTRATORS OF THE CITY OF NEW
YORK, LOCAL 1, American Federation of School
Administrators, AFL-CIO

By []
President

“CERTIFIED” DIRECTORS	
DIRECTOR “C” WITH MA	\$47,101.00
DIRECTOR “C”	\$45,172.00
DIRECTOR “B” WITH MA	\$46,040.00
DIRECTOR “B”	\$44,399.00
DIRECTOR “A” WITH MA	\$44,482.00
DIRECTOR “A”	\$42,184.00
CAREER FAMILY DC DIR. “C” WITH MA	\$43,247.00
CAREER FDC DIR. “C”	\$42,886.00
DIRECTOR – FAMILY DAY CARE	\$41,908.00
ASST. DIRECTOR WITH MA	\$41,181.00
ASST. FAMILY DAY CARE DIR.	\$40,903.00

NON CERTIFIED DIRECTORS	
DIRECTOR "C" WITH MA	\$42,402
DIRECTOR "C"	\$40,398
DIRECTOR "B" WITH MA	\$41,342
DIRECTOR "B"	\$39,715
DIRECTOR "A" WITH MA	\$39,796
DIRECTOR "A"	\$37,384
CAREER FAMILY DAY CARE "DIRECTOR" WITH MA	\$38,583
CAREER FAMILY DAY CARE DIRECTOR "C"	\$37,223
DIRECTOR OF CAREER FAMILY DAY CARE	\$37,245
ASST. DIR. WITH MA	\$36,524
ASST. DIR. AND FAMILY DAY CARE COORDINATOR	\$35,418