

Bethlehem Central School District



Managerial Employee Benefits Policy

For the period of July 1, 2023 through June 30, 2027

BOARD OF EDUCATION APPROVED ON JUNE 21, 2023 (UPDATED ON July 1, 2025)

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MANAGERIAL POSITION TITLES

District Administrators

Deputy Superintendent

Chief Business & Financial Officer

Chief Technology Officer

District Managers, Supervisors, and Technical Staff

Accountant II

Assistant Superintendent of Buildings & Grounds

Assistant Supervisor of Transportation

Coordinator for Inclusive Practices and School Climate

Data/Web Architect

Director of Facilities & Operations III

Director of Human Resources

Director of Student Transportation

Public Information Specialist

School Medical Director

Senior Network & Systems Technician

Treasurer/School Business Administrator

BENEFITS FOR MANAGERIAL EMPLOYEES

APPLICATION OF POLICY

This policy applies to District Administrators, Managers and Supervisors, and District Technical Staff who are not represented by a certified or recognized Employee organization or employed pursuant to an individual employment contract. Unless otherwise noted, all positions are 12-month.

Application of this policy shall commence on July 1, 2023, with any amendments as may be approved by the Board of Education and shall conclude on June 30, 2027.

GENERAL PROVISIONS

The following provisions shall apply to all Employees covered by this policy.

- A.** Salaries, health insurance benefits and contribution rates, and any other matters relating to employee compensation shall be established periodically by the Board, except as specified in this policy.
- B.** Use of leave benefits shall be subject to administrative procedures established by or at the direction of the Superintendent of Schools, consistent with Board policy.
- C.** Bethlehem CSD shall provide worker's compensation coverage of Employees.
- D.** An Employee will be granted paid leave for jury duty without charge to any other leave credits, provided that the Employee submits proof of the necessity to serve on jury duty to the Superintendent's Office or Chief Business and Financial Officer before the commencement of jury duty services.
- E.** An Employee will be granted paid leave for attendance in court due to a subpoena, in any proceedings related to employment with Bethlehem CSD in which the Employee is not a party, without charge to any other leave credits, provided that the Employee submits proof of the necessity to appear in Court to the Superintendent's Office or Chief Business and Financial Officer before the date of such appearance. Any such Employee must agree to turn over all fees received as a result of the subpoena to the Bethlehem CSD Treasurer in order to be paid for such time.
- F.** Bethlehem CSD will grant leave to an eligible Employee in accordance with the Family Medical and Leave Act (FMLA) and Bethlehem CSD FMLA policy.
- G.** References to "day" in this policy shall mean a full work day or business day.

H. SALARY

For the period July 1, 2023 through June 30, 2027, Employees covered by this policy shall receive an annual salary as noted in Appendix A. For employees to advance to the salary noted in Appendix A of this agreement, the date of their official appointment must be no later than January 1 of the prior fiscal year.

- I. 12-month Employees shall be granted thirteen (13) paid holidays in accordance with the District’s annually published holiday schedule.
- J. For those Employees electing the health insurance buy-out, where one spouse is employed by the District and receives the health insurance benefit, and the other spouse is a benefit-eligible District Employee as well, one of the spouses may elect to participate in the buyout, at the following buyout levels:

The level of the buyout is dependent on the number of covered individuals within the household as indicated by the following conversion chart:

Size of Household (inclusive of both BCSD employees)	Buyout Level
Two Person Household	Individual
Three Person Household	Two Person
Four or More People in the Household	Family

K. SECTION 125 PLAN

The District shall provide a full cafeteria plan under IRS Code Section 125 with the District paying the administrative costs thereof. Such a plan will permit Employee contributions for Employee health insurance premiums, unreimbursed medical and dental expenses, allowable child care expenses, etc., in before-tax dollars.

L. 403(b) DEFERRED COMPENSATION PLAN

The District shall provide a deferred compensation plan under IRS Code Section 403(b) with the District paying the administrative costs thereof. Such a plan will permit Employee contributions for supplemental retirement benefits, in before-tax dollars.

M. MILEAGE REIMBURSEMENT

The district shall reimburse Employees for mileage at the IRS rates when they are required to use their personal vehicle in the performance of their official duties.

N. PROBATIONARY PERIODS

Management Employees will serve a probationary appointment consistent with New York State Department of Education or Civil Service regulations.

WORK DAY/WORK YEAR

Except as otherwise approved, all positions are salaried 12-month positions with a standard work day of 8 hours per day. These positions are exempt-class and employees are not entitled to overtime payments.

The Coordinator for Inclusive Practices and School Climate is a 10-month position with a standard work day of 7 ½ hours per day and 20 days of supplemental employment. The daily rate will be calculated as 1/220 of the salary listed in Appendix A. Leave accruals are aligned with the “BCTA After 2016 Leave Time Schedule”.

The School Medical Director is a part-time, professional position, paid at the hourly rate as established by the Board of Education. The position is not eligible for the benefits enumerated below, which are limited to those staff who are in a 12-month position. However, the position is indemnified subject to the limits, terms, and conditions provided within the district’s insurance coverage and as allowed by law.

The part-time Public Information Specialist is eligible for pro-rated leave accruals as per the Leave of Absence section of the policy; however, is not eligible for other compensation, health insurance, or life insurance.

OTHER COMPENSATION

District Administrators, Managers, Supervisors, and Technical Staff shall be eligible for the following compensation elements, to be paid evenly throughout the year:

A. LONGEVITY

Longevity amounts are included in the Employee’s total compensation but are not included as part of “base pay” for purposes of applying any annual cost-of-living increase to the base salary. For Employees who have been appointed by September 30th of any given school year, that initial partial year of service shall count as a full year for purposes of earning a longevity benefit. For Employees who have been appointed on or after October 1st of any given school year, the initial partial school year shall not count as a full year for purposes of earning a longevity benefit. Upon completion of the following number of years of service, measured as of June 30th, the Employee will receive a longevity benefit, commencing on July 1st of the successive year, as follows:

Years Completed	Annual Longevity Amount
5-6	\$1,250
7-9	\$1,750
10-13	\$2,750
14+	\$3,500

The longevity amounts listed above represent the total longevity amount that will be in addition to base salary for the applicable years of service (i.e. the maximum benefit is \$3,500, not a cumulative amount of \$9,250).

B. DOCTORAL DEGREE

Upon attainment of a doctoral degree, a District Administrator will receive an additional \$2,000 annually.

LEAVES OF ABSENCE

A. VACATION/HOLIDAY LEAVE

- 12-month Employees shall receive twenty (20) days vacation annually during the first two years of employment as a supervisor, exclusive of the District published holiday schedule, and will earn one additional day of vacation for every two (2) years of employment as a supervisor, up to a maximum of twenty-five (25) days, commencing in the 11th year of employment. Up to ten (10) days of unused vacation leave may be carried over to the following year, but must be used by December 31st of the school year. No Employee may use more than five (5) consecutive business days of vacation without prior approval of the Superintendent of Schools.
- Upon separation from service with the District, the Employee will be reimbursed at their rate of pay for up to a maximum of ten (10) earned but unused vacation days. If the Employee is retiring from the District, they will be reimbursed at their rate of pay for up to a maximum of fifteen (15) days of unused vacation days. If the Employee has earned a longevity benefit, the longevity amount is included as part of the daily rate calculation.
- A day of vacation will not be charged when a day observed as a holiday falls within the vacation period.
- In the event that sickness, disability, or compensable accident occurs prior to and interferes with the scheduled vacation of an Employee, the vacation will be rescheduled whenever practicable within the school year. If prolonged disability occurs prior to an Employee's vacation and makes it impossible for the Employee to take their vacation that year, they shall be allowed their normal vacation without curtailment of concurrent benefits.
- If any vacation is taken beyond that granted under this policy, a pay deduction will be made at the rate of 1/260 of a year's salary for 12-month Employees covered by this Agreement for each extra vacation day.

B. ILLNESS – PERSONAL/FAMILY

- Employees will be granted fifteen (15) days sick/family leave their first year of employment, sixteen (16) days their second year, seventeen (17) their third year, eighteen (18) days their fourth year and thereafter.
- Unused sick leave balances will carry forward from one year to the next.

- Employees may use this accrued time for their own personal illness, or for the illness of a member of their immediate family. For the purpose of this section, the “immediate family” is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, (or spouse’s son), son-in-law, daughter (or spouse’s daughter), daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandchildren, any relative living as a member of an Employee’s household, or any other person with whom the Employee has developed an immediate family-like obligation (i.e. grew up in the same household or are a current caretaker) due to established personal relationships.

C. BEREAVEMENT LEAVE

Employees will be granted an annual leave of five (5) days to be used in the event of death in the immediate family. Such leave is not to be deducted from sick leave and is not cumulative. In the event an individual has used all five (5) days of annual leave for a death in the immediate family, four (4) additional days may be granted for each additional death that occurs. Such days are to be taken the first five (5) work days for which the Employee is regularly scheduled for work which occur in the first seven (7) calendar days following the death of the member of the immediate family. For example, if the death occurs on a Friday and the Employee is scheduled to work the following Monday through Friday, then he or she can take the Monday through Friday as paid bereavement leave. If the death occurs on the Friday immediately before a recess period for which the Employee is not scheduled to work, then no paid bereavement leave is available. Such leave may be taken on non-consecutive days and beyond the first seven (7) calendar days following the death of the member of the immediate family, based on proof of arrangements. “immediate family” is defined in Paragraph B.

D. PROFESSIONAL RESPONSIBILITIES LEAVE

Employees will be granted leave without deduction in pay for professional responsibilities such as attendance at conferences, consultant services, fulfillment of obligations as officers of state and national professional organizations, curriculum development, and service as resource personnel. Such leaves shall require the approval of the Employee’s supervisor.

E. CHILD CARE LEAVE

Child care leave of absence shall not exceed fifteen (15) months from the time of the birth or adoption of a child.

Only one staff member is entitled to leave if both of the Employees are parents of the same child. In the event a pregnancy results in a miscarriage or stillbirth during or prior to such leave, the Employee, with 30 days’ notice to the District, may return or remain in their position of employment. In the event an adoption agreement is revoked, an Employee, with 30 days’ notice to the District, may return or remain in their position of employment. An Employee shall notify the District of their intention to take childcare leave

at least ninety days in advance of the date the leave is to commence, together with the anticipated return date consistent with the first sentence herein. An adopting parent shall notify the District immediately upon receipt of notification that a child is available for him/her to adopt on a specific date. Childcare leave shall be an interruption of the probationary period on non-tenured administrators and shall not apply in lieu of service in meeting the probationary time requirements.

F. PERSONAL LEAVE

Each Employee will be granted three (3) days of personal leave annually to be used at their own discretion without submitting a reason for the leave. Except in the case of an emergency, the staff member shall notify their Supervisor five (5) days in advance of the leave date. Personal leave shall not be used for the first or last day of the school year, or the day immediately preceding or following a holiday or holiday period, except in the case of an emergency as determined by the Superintendent of Schools. Personal leave days shall not be cumulative, will not be deducted from the Employee's sick leave, and will be granted without salary deduction. Unused personal leave will be added to the cumulative sick leave of the Employee.

G. OTHER LEAVES

Leaves, or extensions of the leave limitations as set forth above, may be granted at the recommendation of the Superintendent of Schools and upon the approval of the Board of Education.

HEALTH INSURANCE

A. HEALTH, DENTAL, AND PRESCRIPTION DRUG INSURANCE PLANS

The Employee shall be eligible to participate in the health insurance, dental insurance, and prescription drug plan (except as otherwise provided herein) currently available pursuant to any group health coverage offered through the district. All eligible administrators will participate in the CASHIC model plan with CDPHP and Highmark/Blue Shield. Prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the employee of \$5.00 for Tier 1 drugs, \$25.00 for Tier 2 drugs, \$40.00 for Tier 3 drugs, and a "2 co-pay" amount for each of the above categories under the mail order plan.

For any Employees hired on or after July 1, 2016, the district shall bear seventy-five percent (75%) of the cost of the individual health plan coverage for the Employee and seventy-five percent (75%) of the cost of such coverage for dependents of the Employee. A \$25 co-pay will be applied to office visits.

For any Employees hired before July 1, 2016, the District shall bear eighty-five percent (85%) of the cost of the individual health plan coverage for the Employee and seventy-five percent (75%) of the cost of such coverage for dependents of the Employee. A \$25 co-pay will be applied to office visits.

For dental insurance, the District will contribute 60% of the total premium, and the member will contribute 40%.

Employees may voluntarily participate in the Bethlehem Meds Program offered by the District.

B. HEALTH INSURANCE BUY-OUT

An Employee who chooses not to enroll in the health insurance plan of the District for the next fiscal year will be compensated, at the rate of \$1,000 for a single plan, \$2,000 for a two-person plan, and \$3,000 for a family plan annually as long as they continue this selection. The health insurance buy-out will be paid out, at the end of each open enrollment period during which the District has received the full health insurance savings. If the Employee must opt into the health insurance program offered by the District, due to a qualifying event as defined by the carrier, during any enrollment period, they will not be eligible to receive any buy-out for that period of the fiscal year (it will be prorated). Additionally, the Employee understands and acknowledges that any payment for the health insurance buy-out will be considered taxable income for the Employee. The buyout will be paid in the second payroll in May of each school year.

RETIREE HEALTH INSURANCE

The District will provide health insurance under the District health insurance program for Employees who retire from the District and is eligible under a pension provided under the New York State Teachers Retirement System ("TRS") or New York State Employees Retirement System ("ERS"). In order to qualify for this benefit an Employee must be eligible for health insurance as provided herein at the time of their retirement and must retire under a TRS or ERS retirement plan. The District shall pay 90% of the individual premium and 50% of the dependent coverage premium for Employees with 12* or more years of district service, and 80% of the individual premium and 50% of the dependent coverage for Employees with 8 to 11 years inclusive of district service. Employees retiring with less than 8 years of District service shall be permitted to continue to participate in the District health insurance program at their own cost. The percentage of the premium cost paid by the Employee retiring under this provision will remain the same for the life of the retiree. The surviving spouse of a retiree may continue coverage under the District's health insurance plan, at their sole expense.

The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1986 (\$15.50 per month, paid quarterly). Employees, retirees, and their spouses may, at their option, choose to participate in the Medicare Advantage Plans.

* Part-time service can be counted for any years the Employee was eligible for health insurance benefits.

A. RETIREMENT BENEFITS

In the event the Employee should retire from employment with the District pursuant to the rules and regulations of TRS or ERS after having completed at least ten (10) years of service to the District, the Employee shall be eligible for an Employer Non-elective contribution described herein. If the District elects to implement the New York State early retirement incentive, the Employee would have the choice of either the state plan or the local benefit, but not both.

EMPLOYER NON-ELECTIVE CONTRIBUTION TO 403(B) PLAN

A. NO CASH OPTION

The Employee may not receive cash in lieu of or as an alternative to any of the Employer's Non-elective contribution(s).

B. EMPLOYER NON-ELECTIVE CONTRIBUTION

The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account for the Employee, if eligible, calculated as follows:

For TRS-enrolled Employees, a benefit calculated as follows:

- \$125 a day after 8 years of service
- \$150 a day after 10 years of service
- \$250 a day after 12 years of service
- Maximum benefit not to exceed \$45,000.

For ERS-enrolled Employees, following the reporting of unused sick days to ERS in accordance with the requirements of 41-j, any remaining time shall be eligible for a benefit calculated as per the bullets (■) above.

In addition to the above incentive, if the cash value is in excess of \$45,000, the cash value of the remaining days may be applied as a credit toward the member's share of any health insurance premiums payable upon retirement, subject to a maximum of \$12,500.

C. CONTRIBUTION LIMITATIONS

In any applicable year, the maximum Employer Contribution shall not cause the Employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code is fully met through payment of the Employer's Non-Elective

Contribution.

D. 403(B) ACCOUNTS

Employer contributions shall be deposited into the 403(b) account selected by the Employee to receive Employer contributions, provided such an account will accept Employer Non-Elective Contributions. If the Employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall deposit contributions, in the name of the Employee, into the endorsed 403(b) program.

- E.** This contribution program shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Employee and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) that conform, as close as possible, to the original intent of the parties.
- F.** This contribution program shall further be subject to the approval of the 403(b) Provider, which shall review the plan solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, the 403(b) Provider shall provide the Employer with a standard hold harmless agreement as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.

Provided further, that the Employee must notify the Superintendent of Schools, in writing, of their intention to retire at least six (6) months in advance of the Employee's retirement date or, if such retirement is to be effective on June 30th, such notice must be given no later than the first day of January immediately preceding said June 30th. Any retirement benefit payable pursuant hereto shall be paid on the first payday following the effective date of retirement, provided further however, that in the event the District elects to implement a New York State early retirement plan for which the Employee qualifies, the Employee may select either the state early retirement incentive or the accumulated sick day benefit provided for herein, but may not receive both.

MISCELLANEOUS BENEFITS

A. LIFE INSURANCE

The District shall pay the annual cost of a whole life insurance policy upon the life of the Employee in the face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), assuming the Employee so elects this coverage and assuming the Employee is eligible for coverage pursuant to the underwriting guidelines utilized by the insurer. In the event coverage is unavailable due to underwriting guidelines, or if the Employee declines such coverage (*effective as of July 1, 2017*), the Employee shall receive an in lieu of benefit equal to \$1,000 per year, payable by October 31st in any such year (and

pro-rated if less than a full year). Additionally, effective for policies issued on or after July 1, 2017, the District's cost for the whole life insurance policy is limited to a maximum amount of \$5,000 per year. Should the cost of the premium for \$100,000 of coverage exceed \$5,000, then the Dollar Purchase option will be utilized, such that there will be a reduction in the policy amount to that which can be purchased for \$5,000 (face amount will be below \$100,000).

B. REIMBURSEMENT OF CONFERENCES AND LICENSING

With the approval of an Employee's supervisor, leave time shall be granted to attend conferences and meetings of professional groups and organizations. Membership dues and expenses associated with attendance shall be at the District's expense, provided funds have been appropriately budgeted for in the department's budget. In addition, the district shall bear the cost of essential certifications and licenses required by the state in order to officially perform the duties of the Employee's position (19-A Examiners Certification, School Bus Driver Instructor Certification, NYS Professional licenses, and Serve Safe Certifications).

C. INDEMNIFICATION

The District shall hold harmless their Employees, consistent with the law, and provide legal counsel against any and all demands, actions, suits, claims, or legal proceedings on a judicial or administrative level based on any actions taken in the discharge of the administrative duties, within the scope of their authority or at the direction of the District, or an Officer of the District. This coverage will extend beyond the Employee's term of employment to provide defense and indemnification against any claims for actions alleged to have occurred during the member's term of employment with the District. This coverage shall not include any action or claim brought by the District against the Employee.

D. PAYROLL

Payroll checks for all services will be issued on a bi-weekly basis. All employees covered by this agreement will have their salary and other compensation provided for them in the form of direct deposit to a bank account selected and authorized by the employee. The District shall not be liable for electronic transfer errors or other related problems but will use its best efforts to promptly address any concerns, including the issuance of a negotiable check within 24 business hours, to the extent possible, following notification to the District of a bank-rejected direct deposit item.

APPENDIX A

DAILY HOURS	EXEMPT OR HOURLY	LAST NAME	FIRST NAME	TITLE	DEPARTMENT	2022/23 SALARY (excl. longevity and doctorate)	2023/24 SALARY (excl. longevity and doctorate)	2024/25 SALARY (excl. longevity and doctorate)	2025/26 SALARY (excl. longevity and doctorate)	2026/27 SALARY (excl. longevity and doctorate)
DISTRICT ADMINISTRATORS										
8.0	Exempt	HURST	DAVID	Deputy Superintendent	District Administration	\$175,000	\$182,000	\$189,280	\$196,851	\$204,725
8.0	Exempt	MCPHILLIPS	JOHN	Chief Business & Financial Officer	District Administration	\$162,000	\$168,480	\$175,219	\$182,228	\$189,517
8.0	Exempt	SHEEVERS	ERIN	Chief Technology Officer	District Administration	\$131,840	\$137,114	\$142,598	\$148,302	\$154,234
MANAGERS, SUPERVISORS, AND TECHNICAL STAFF										
7.5	Exempt	GADSDEN, JR.	ALLAN	Coordinator for Inclusive Practices & School Climate	Student Support Services	N/A	\$98,000	\$101,920	\$105,997	\$110,237
8.0	Exempt	GARDNER	JO ELLEN	Public Information Specialist	Communications	\$89,528	\$93,109	\$96,833	\$100,707	\$104,735
PT	Exempt	KAHIL	JILLIAN	Public Information Specialist	Communications	\$30,000	\$31,200	\$32,448	\$33,746	\$35,096
PT	Exempt	GAFFURI	PAUL	School Medical Director	School Health Services	\$225/hr	\$234/hr	\$243.36/hr	\$253.09/hr	\$263.22/hr
8.0	Exempt	INSOGNIA	RINARDO	Director of Facilities and Operations III	Operations & Maintenance	\$127,720	\$132,829	\$138,142	\$143,668	\$149,414
8.0	Exempt	TAUSSIG	ELLEN	Asst. Supt. of Bldgs & Grounds	Operations & Maintenance	\$92,700	\$96,408	\$100,264	\$104,275	\$108,446
8.0	Exempt	BODNAR	BRIAN	Asst. Supt. of Bldgs & Grounds	Operations & Maintenance	\$85,000	\$88,400	\$91,936	\$95,613	\$99,438
8.0	Exempt	DORATO	ELLEN	Director of Student Transportation	Transportation	N/A	\$108,000	\$112,320	\$116,813	\$121,485
8.0	Exempt	GOODEMOTE	KEVIN	Asst. Transportation Supervisor	Transportation	N/A	\$83,200	\$83,200	\$86,528	\$89,989
8.0	Exempt	MORTENSEN	SANDRA	Asst. Transportation Supervisor	Transportation	\$80,000	\$83,200	\$86,528	\$89,989	\$93,589
8.0	Exempt	HAZELTON	JOHN	Asst. Transportation Supervisor	Transportation	\$75,012	\$78,012	\$81,133	\$84,378	\$87,753
8.0	Exempt	BALUCH	AMY	Director of Human Resources	Human Resources	\$140,000	\$145,600	\$151,424	\$157,481	\$163,780
8.0	Exempt	TERRY	STEVEN	Treasurer	Business Office	N/A	\$115,852	\$120,486	\$125,306	\$130,318
8.0	Exempt	MICHAEL	BARBATO	Accountant II	Business Office	N/A	\$84,000	\$87,360	\$90,854	\$94,489
8.0	Exempt	COMINI	SAMUEL	Network and Security Informational Analyst	Technology	N/A	\$85,000	\$85,000	\$88,400	\$91,936
8.0	Exempt	JOHNSON	NAVAAR	Senior Network & Systems Technician	Technology	\$86,238	\$89,688	\$93,275	\$97,006	\$100,886
8.0	Exempt	TUREK	BRUCE	Data/Web Architect	Technology	\$107,567	\$111,870	\$116,344	\$120,998	\$125,838
8.0	Exempt	INGRAHAM	GREGORY	Data/Web Architect	Technology	N/A	N/A	\$100,000	\$104,000	\$108,160