Bethlehem Central School District

Unrepresented Employee Benefits Policy
(Managerial/Confidential Employees)

Revised: July 1, 2020
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Accountant II</td>
<td>Martha Shea</td>
</tr>
<tr>
<td>*Assistant Superintendent of Buildings &amp; Grounds</td>
<td>Bob Court</td>
</tr>
<tr>
<td>*Assistant Supervisor of Transportation</td>
<td>John Biszick</td>
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<tr>
<td>*Assistant Supervisor of Transportation</td>
<td>John Hazelton</td>
</tr>
<tr>
<td>Central Registrar</td>
<td>Melissa Haas</td>
</tr>
<tr>
<td>*Chief Business &amp; Financial Officer</td>
<td>Judith Kehoe</td>
</tr>
<tr>
<td>*Director of Technology</td>
<td>Ray Nardelli</td>
</tr>
<tr>
<td>Clerical Assistant (HR)</td>
<td>Nancy Clark</td>
</tr>
<tr>
<td>*Data/Web Architect</td>
<td>Bruce Turek</td>
</tr>
<tr>
<td>*Director of Facilities &amp; Operations III</td>
<td>Gregg Nolte</td>
</tr>
<tr>
<td>*Director of Human Resources</td>
<td>Amy Baluch</td>
</tr>
<tr>
<td>*Director of Special Education &amp; Student Services</td>
<td>Kathy Johnston</td>
</tr>
<tr>
<td>*Food Services Director</td>
<td>Allissa Eiser</td>
</tr>
<tr>
<td>*Assistant Superintendent of Educational Programs</td>
<td>Dave Hurst</td>
</tr>
<tr>
<td>Personnel Assistant I (HR)</td>
<td>Tina McKay</td>
</tr>
<tr>
<td>Payroll Supervisor</td>
<td>Cathy VanWie</td>
</tr>
<tr>
<td>*Public Information Specialist</td>
<td>Jo Ellen Gardner</td>
</tr>
<tr>
<td>Secretary to Assistant Superintendent (Secretary I)</td>
<td>Jacqueline Haluska</td>
</tr>
<tr>
<td>Secretary to Chief Business &amp; Financial Officer (Secretary II)</td>
<td>Michelle Curtis</td>
</tr>
<tr>
<td>Secretary/Executive Assistant to Superintendent/District Clerk</td>
<td>Brittany Barrett</td>
</tr>
<tr>
<td>Senior Account Clerk (Business Office)</td>
<td>Deshanna Lee</td>
</tr>
<tr>
<td>*Senior Network &amp; Systems Technician</td>
<td>Navaar Johnson</td>
</tr>
<tr>
<td>*Senior Network &amp; Systems Technician</td>
<td>Gary Halbedel</td>
</tr>
<tr>
<td>*Superintendent of Buildings &amp; Grounds I</td>
<td>Rinardo Insogna</td>
</tr>
<tr>
<td>*Transportation Supervisor</td>
<td>Cindy Jurewicz</td>
</tr>
<tr>
<td>*Treasurer/School Business Administrator</td>
<td>Phyllis Albano</td>
</tr>
</tbody>
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*Denotes District Administrators, Managers and Supervisors, and Technical staff. Those without an asterisk are District Administrative Support.
BENEFITS FOR UNREPRESENTED EMPLOYEES

APPLICATION OF POLICY

This policy applies to District Administrators, Managers and Supervisors, and District Administrative Support and 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, 2019.

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 compensation for Employees 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, 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 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, 2019 through June 30, 2023, Employees covered by this policy shall receive an annual salary as noted on Appendix A.
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:

<table>
<thead>
<tr>
<th>Size of Household (incl. both BCTA members):</th>
<th>Buyout Level:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Person Household</td>
<td>Individual</td>
</tr>
<tr>
<td>Three Person Household</td>
<td>Two Person</td>
</tr>
<tr>
<td>Four or More People in the Household</td>
<td>Family</td>
</tr>
</tbody>
</table>

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 plan will permit Employee contributions for Employee health insurance premiums, unreimbursed medical and dental expenses, and allowable childcare 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 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.
ADDITIONAL BENEFITS FOR DISTRICT ADMINISTRATORS, MANAGERS AND SUPERVISORY EMPLOYEES, AND TECHNICAL STAFF

The following additional benefits shall apply to District Administrators, Managers and Supervisors, in addition to the provisions set forth in Section II, above. These Employees are exempt class Employees and not entitled to overtime payments.

WORK DAY/WORK YEAR
All positions are 12-month, with a standard work day of 8-hours per day, salaried positions.

OTHER COMPENSATION

Administrators, Managers and Supervisory Employees 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 is 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:

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Annual Longevity Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-6</td>
<td>$750</td>
</tr>
<tr>
<td>7-9</td>
<td>$1,000</td>
</tr>
<tr>
<td>10-13</td>
<td>$1,750</td>
</tr>
<tr>
<td>14+</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

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 $2,500, not a cumulative amount of $6,000).

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 31 of the school year. No Employee may use more than five (5) consecutive business days of vacation without prior approval of the Superintendent. The employees in the Accountant II and Treasurer/School Business Administrator positions shall be credited with 24 days' vacation annually, until commencing their 11th year of service. As of July 1, 2019, successors to these positions will revert to the vacation schedule above.

- Upon separation from service with the District, the Employee will be reimbursed at his/her 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 his/her 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, 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, and an accounting of sick leave and personal leave for the prior fiscal year will be given to all Employees no later than October 1st of the following year.

- 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 due to established past 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 annual leave for death in the immediate family, four (4) additional days may be granted for each additional death which 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, 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 leaves 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 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 a 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 his/her 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 his/her position of employment. An Employee shall notify the District of his/her intention to take maternity 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. Maternity 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 his/her own discretion without submitting a reason for the leave. Except in the case of 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 emergency as determined by the Superintendent. 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 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. Effective July 1, 2019, all eligible administrators will participate in the CASHIC model plan with CDPHP and Blue Shield, as designed as of the date of ratification of this Agreement, and as set forth in Appendix 1. 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 eight-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%, consistent with the plan summary in appendix 2.

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. Additionally, the Employee understands and acknowledges that any payment for the health insurance buy-out will be considered as taxable income for the Employee.

**RETIREE HEALTH INSURANCE**

The District will provide health insurance under the District health insurance program for Employees who retire from the District 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 his/her 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 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 his/her 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 Plan.

* 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, Employee shall be eligible for an Employers 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

1. **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).

2. **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:
   
   a. $100 a day after 8 years of service
   b. $125 a day after 10 years of service
   c. $200 a day after 12 years of service
   d. Maximum benefit not to exceed $35,000.

   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 2.a – 2.d. above.

   In addition to the above incentive, if the cash value is in excess of $35,000, 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 $5,000.

3. **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.

4. **Tier I Adjustments:** As the Employee is not a Tier 1 member with membership prior to June 17, 1971, any Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. **403(b) Accounts**: Employer contributions shall be deposited into the 403(b) account selected by the Employee to receive Employer contributions, provided such 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.

6. 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) which conform, as close as possible, to the original intent of the parties.

7. 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 President of the Board of Education, or other person acting on behalf of said President, in writing, of her 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 30, 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

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 ($100,000.00) Dollars, 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).

Reimbursement of conferences and licensing:
With approval of an Employee’s supervisor, leave time shall be granted to attend conferences, 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 their duties of the Employee’s position (19-A Examiners Certification, School Bus Driver Instructor Certification, NYS Professional licenses, and Serve Safe Certifications).

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 his/her 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.

Payroll:
Payroll checks for all services will be issued on a bi-weekly basis. Effective July 1, 2019, all employees covered by this agreement will have their salary and other compensation provided for them in the form of direct deposit only, to a bank account selected and authorized by the employee. Employees may elect to have paychecks by direct deposit prior to July 1, 2019. 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 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.
ADDITIONAL BENEFITS FOR DISTRICT ADMINISTRATIVE SUPPORT STAFF

The following additional benefits shall apply to District Administrative Support Staff, which includes secretaries, administrative assistants, and Employees in payroll who are unrepresented or who have been designated managerial confidential, in addition to the provisions set forth on pages three and four. There are two exceptions:

a. The Secretary to the Superintendent will be entitled to twenty (20) days of vacation each year. Such vacation will increase to twenty-two (22) days after five (5) years of service, twenty-four (24) days after nine (9) years of service and twenty-five (25) days after thirteen (13) years of service.

b. The Secretary to the Assistant Superintendent will be entitled to twenty (20) days of vacation each year.

The exceptions identified above are applicable to the Employees in these positions as of July 1, 2016. Any subsequent Employees in these positions will receive vacation accruals as specified within the policy below.

LEAVES OF ABSENCE

Employees hired after July 1, 1977, who work less than one-half of the full-time weekly hours, or who are employed on a temporary basis for six months or less, shall accrue no leave rights hereunder.

A. VACATION/HOLIDAY LEAVE

12-month regularly employed personnel shall be granted vacation as follows:

- During the first year of employment, Employees shall earn paid vacation time equal to one (1) day for each month worked prior to June 30th. After completion of six (6) months of service, an Employee may elect to use up to three (3) days of vacation time in the year of hire. The balance of time earned will then be credited July 1.
- For each year of employment thereafter, each Employee shall receive twelve (12) days paid vacation for that year through the 7th year of employment.
- An additional annual entitlement of five (5) days of paid vacation shall be granted after the completion of seven (7) years of employment.
- An additional three (3) days of paid vacation shall be granted after the completion of fifteen (15) years of service.
- Vacation days are to be taken at times mutually agreeable to the Employee and the immediate supervisor. Vacation days are not cumulative.
- Employees are encouraged to take vacations in blocks of time of one (1) week, unless the Employee has accrued less than one (1) week of vacation time. Employees may take vacation in blocks of one hour in the discretion
of and with the approval of the immediate supervisor. Exceptions may be made with the approval of the immediate supervisor. Otherwise, vacation time must be taken in full days.

- 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.
- Upon separation of service with the District, the Employee will be reimbursed at his/her rate of pay for unused vacation days.
- If any vacation is taken beyond that granted under this policy, 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.
- Employees who have completed three (3) years of continuous service with the District may carry over up to five (5) days of unused vacation leave from one year to the next under the following conditions: (1) the Employee must notify the Chief Business and Financial Officer in writing no later than June 1 of the request to carry over unused vacation leave days and how many are requested; (2) a maximum of five (5) days may be carried over from one year to the next; (3) any vacation days not used and not carried forward are lost.
- The employee may give written notice of their intention to retire, to the Superintendent, up to one year prior to their retirement date. If so elected, then in the year prior to retirement, the employee may opt to carry forward up to ten (10) days, in lieu of the five (5) earned but unused days in the preceding paragraph. The employee should send written notice to the Superintendent of how many days they elect to carryforward, by June 30th in the year prior to retirement. Upon retirement from the District, the employee will be reimbursed at his/her rate of pay for any unused vacation days.
- An Employee who has been a ten-month Employee working half time or more will be eligible to have such service credited in determining vacation if the Employee is appointed to a half time or more 12-month position.
- 12-month Employees shall be granted thirteen (13) paid holidays in accordance with the District’s annually published holiday schedule.
- Any service required to be performed on any of holidays listed in the District Schedule shall be compensated at two times the hourly rate paid the Employee, and shall be paid at said rate in addition to his or her regular holiday pay.
B. ILLNESS – PERSONAL/FAMILY

- Regularly-employed personnel will be credited with one (1) and a quarter (1/4) days per month, except for regularly employed personnel upon their initial appointment date. In their initial year of employment, they will be credited with five (5) days of sick leave upon appointment, and the balance of days earned will be credited on a pro-rata basis at the start of his or her fifth month of employment.

- Unused sick leave balances will carry forward from one year to the next, and an accounting of sick leave and personal leave for the prior fiscal year will be given to all Employees no later than October 1st of the following year.

- Regularly-employed personnel are credited with five (5) days per year, not deducted from their sick leave annual entitlement, for occasions of illness in the immediate family. Employees may use up to five (5) additional days per year for the illness of a member of their immediate family, with deduction from their sick leave balances. 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 administrator has developed an immediate family-like obligation due to established past personal relationships.

- In the event an Employee has used all ten (10) days of this leave, extensions may be granted at the discretion of the Superintendent, including, should the Superintendent specifically require, a physician’s statement at the expense of the employer and with authorization to be provided by the Employee. Any such extensions or additional time shall be deducted from sick leave and shall be conditioned on satisfactory performance of the Employee.

C. Bereavement Leave

Regularly employed individuals will be granted an annual paid leave of up to five (5) days to be used in the event of death in the immediate family. In the event an individual has used all five (5) days of his or her annual leave for death in the immediate family, the additional days will be granted for each additional death. Such days to be 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, the death occurs on a Friday and the Employee is scheduled to work the following Monday through Friday, then they 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. Such leave is not to be deducted from sick leave and is not to be cumulative. “Immediate family” is defined in Paragraph B.
D. PROFESSIONAL RESPONSIBILITIES LEAVE
Employees will be granted leaves 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 approval of the Employee’s supervisor.

E. PARENTAL LEAVE
Maternity/parental leave shall be granted without pay for a period not to exceed one year from the time of the birth or adoption of a child.

A male Employee is entitled to leave under this provision if the male is to be the primary care giver in rearing the child. Only one staff member is entitled to a leave if 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 his/her 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 his/her position of employment. An Employee shall notify the District of his/her intention to take maternity 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. Maternity 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. Time may be used at his/her own discretion, without submitting a reason to the employer. Except in the case of emergency, the Employee shall notify his/her supervisor five (5) days in advance of the leave date. Personal leave will not be used for the first 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 Chief Business and Financial Officer or Superintendent. Personal leave days will not be cumulative, will not be deducted from the Employee’s sick leave, and will be granted without salary deduction. Personal leave shall be taken in not less than one hour multiples.

Any unused personal leave will be added to the Employee's cumulative sick leave.
G. WORK CONNECTED DISABILITY ABSENCES

- Absences due to work-connected disability will not be charged against the Employee’s sick leave accruals under the following conditions. Employees up to their fifth year of continuous service shall be provided with a single bank of sixty (60) work days from which they may charge absences due to work-related disability before their absence is charged against their sick leave accruals. Employees commencing their fifth year of continuous service with the District shall be provided with an additional bank of eighty (80) work days from which they may charge absences due to work related disability before their absence is charged against their sick leave accruals. In each case, the bank of days is non-renewable. Any unused days from the initial bank of sixty days shall roll over to the next period.
- Once an Employee has exhausted the bank of days, their absences due to work related disability shall be charged against any sick leave accruals they may have. If the Employee does not have sick leave accruals, then their pay shall cease and they shall only be entitled to retain any Workers’ Compensation payments received.
- During the period in which the Employee is using the bank of days, any Workers’ Compensation payments shall be provided directly to the District. During any period of time in which the Employee is using their own accumulated sick leave, any Workers’ Compensation payments shall be provided directly to the District with the Employee’s sick leave being reinstated on a pro-rated basis. For example, if an Employee has used sixty work days of paid sick leave and the value of any payment received by the District from Workers’ Compensation is equivalent to forty work days, then only forty sick leave days shall be reinstated to the Employee.
- If a case is controverted by the carrier of the Workers’ Compensation Insurance, the Employee’s absences shall be charged against his/her accumulated sick leave until the work connection is established. When established, the used sick leave will be returned to the Employee’s credit and absences shall be administered in accordance with the above procedure.
- The District may require physical examinations of the Employee by physicians specializing in the field of the disability for the purpose of determining if the Employee is capable of performing any work in the district.

H. OTHER LEAVES

An Employee shall be granted an extended leave of absence without loss of position for a period not to exceed six months for reasons of personal illness upon receipt of a written statement of a physician stating the need for same. In the discretion of the Superintendent, additional leave may be granted for personal illness. The leave referred to this paragraph shall be without pay.
I. MISUSE OF LEAVE
Any Employee who uses paid leave for any purpose other than as defined may have their pay reduced for such day(s) and may be suspended for an equivalent period of time, but not less than one day. In addition, disciplinary action may be taken, which may include further suspension or dismissal.

INSURANCE BENEFITS
Employees will receive coverage under the health care insurance plans (Medical and Dental) that are offered by the school district for its Employees and their dependents. Effective July 1, 2021, all eligible employees will participate in the CASHIC model plan with CDPHP and Blue Shield, as designed as of the date of ratification of this Agreement, and as set forth in Appendix 1.

Health Insurance

1. Eligible Employees may participate in the District’s sponsored health plans (Blue Shield and CDPHP). The office co-pays are $25.

The employer share of insurance premium is as follows:

<table>
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<tr>
<th>Period</th>
<th>Ind. Coverage</th>
<th>Dep. Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/16 – 06/30/17</td>
<td>86%</td>
<td>79%</td>
</tr>
<tr>
<td>07/01/17 – 06/30/18</td>
<td>86%</td>
<td>78%</td>
</tr>
<tr>
<td>07/01/18 – 06/30/19</td>
<td>86%</td>
<td>77%</td>
</tr>
</tbody>
</table>

2. Prescription drug plans offered with any of the above insurance plans shall be based on a contribution by the Employee of $5.00 for generic drugs, $15.00 for name-brand drugs on formulary, and $30.00 for non-formulary name brand drugs. The mail order drug program will be based on a contribution by the Employee of $10.00 for generic drugs, $30.00 for name-brand drugs on formulary, and $60.00 for non-formulary name-brand drugs. Effective July 1, 2021, 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.

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

4. Coverage for domestic partners shall be available. Any Employee who applies for the Domestic Partner Benefit shall be required to certify, under oath, the existence of the domestic partner relationship through the District-required Affidavit to maintain this benefit. This benefit shall only apply to the
Employee, his/her partner and any child of the Employee, not a child or dependent of the Employee’s partner.

5. Health Reimbursement Account
The District will establish a Section 105(h) plan account for eligible unit members for payment of unreimbursed medical, dental, vision expenses, and other allowable expenses, which shall be subject to any applicable laws, rules, and regulations, beginning with the 2021-22 fiscal year. Eligible members are those employees enrolled in the District’s Health Insurance plan. Ineligible employees are those who have waived coverage and those who are not benefit-eligible pursuant to the collective bargaining agreement.

The health reimbursement account’s plan year will be the calendar year.

Effective July 1, 2021 the District will fund $250 into the Section 105(h) account of eligible unit members.

Effective on January 15, 2023 and each year thereafter, the District will fund $100 into the Section 105(h) account of eligible unit members, for the full plan year.

a. The District assumes all administrative costs and fees associated with the health reimbursement account.

b. Unit members will utilize their Section 125 plan deposits, if any, prior to their Section 105(h) plan deposits.

c. Once a unit member retires from or terminates his/her employment with the District, there will be no further contributions to the individual’s account but he/she may continue to access any remaining deposits until the account is exhausted, subject to plan requirements. Should the member predecease their spouse or domestic partner, the remaining funds may be used by their spouse or domestic partner until the funds are exhausted.

d. In the event of a partial year of service, the annual deposit will be prorated in the fiscal year. However, if there are insufficient funds in the individual’s account, there will be no requirement for the individual to make the District or fund whole.

e. The third party administrator and/or District will provide members no less than four (quarterly) statements per year.

f. Unit members may not elect cash in lieu of the district funding of the health reimbursement account.

g. All unused deposits, if any, will roll over from year to year, with no maximum limit.

Dental Insurance

The District will contribute 60% of the total premium, and the member will contribute 40%, consistent with the plan summary in appendix 2.
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, domestic partner plan, and $3,000 for a family plan annually as long as they continue this selection. The health insurance buy-out will be paid directly to eligible Employees in the form of a separate check, on the second pay date in January of each school year. 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. Additionally, the Employee understands and acknowledges that any payment for the health insurance buy-out will be considered as taxable income for the Employee.

RETIREMENT INCENTIVE

Eligibility: Employees who retire:

1. Within the first three years of becoming eligible to retire without penalty under the rules of the New York State Employees Retirement System; and
2. a) with 15 years of full-time service in the Bethlehem Central School District; or b) Employees who retire under the rules of the New York State Employees Retirement System with 15 years of full time service in the Bethlehem Central School District shall be eligible for the incentive hereinafter provided for at a pro-rate percentage based on their total district-wide part-time service or combination thereof; and
3. who submit a written letter of retirement at least 6 months prior to the effective date of such retirement.

Payment: Eligible Employees shall be entitled to the following retirement incentive:

1. a one-time lump sum payment of $4,000.00 if retiring in 2019-20, or a $5,000.00 one-time lump sum payment if retiring in 2020-21 or later, payable to Employee within 30 days of the effective date of retirement; and
2. sick days will be credited as per section 41-j of NYSERS, for additional service credit up to the maximum allowed by NYSERS (currently 100 days for Tier 6).

Supplemental Benefit for Sick Leave Balances in Excess of 165 Days

For Employees who have more than 165 days of accrued sick leave upon retirement, up to a maximum of $25,000, the following two options are available.
1. The Employee may leave on account with the District the value of unused accumulated sick leave days in excess of 165 days to be applied toward the cost of any contributory health insurance premium upon retirement at the percentages noted below, of the Employee’s per diem rate at that time (the “credit amount”). This provision shall only apply to full-time staff.

   2019-20: 30%
   2020-21: 35%
   2021-22: 35%
   2022-23: 40%

2. If retiree health insurance coverage is permanently and irrevocably waived then the “credit amount” may be paid as a lump sum to the Employee. (Note: The payment would not likely be includable in the final average salary calculation used by NYSERS to calculate your pension benefit).

The District will make a $500 payment to any member retiring with 25 or more years of service, and such amount will not be offset within the $25,000 incentive cap.

RETIREE HEALTH INSURANCE

Employees retiring from the District under the NYS Retirement System and who have at least fifteen (15) years of continuous qualifying (benefit eligible) employment in the District shall be eligible to receive the Health Insurance Coverage applicable to retirees.

Such retirees are eligible for the District contribution for individual coverage that was in effect as of their retirement date, and a 50% District contribution rate for dependent coverage.

The District will offer one or more Medicare Advantage Plans (MAP) to those District Employees, retirees, spouse or family who are Medicare eligible. Participation by such participant shall be totally voluntary. The MAP's are offered by the existing commercial carriers for the District: Blue Shield and CDPHP. Eligibility to enroll is subject to the MAP's program requirements, including residency requirements within the local service area for at least six months during the calendar year. Participants may revert to any of the non-MAP commercial plans offered by the District. In the event a participant voluntarily chooses to revert to one of the non-MAP commercial plans offered by the District, the ability to revert will be subject to the existing plan’s entrance requirements.

The Medicare reimbursement will be frozen at the monthly rate in effect on July 1, 1987.
DISTRICT OFFICE BENEFITS AND MISCELLANEOUS

Available Employee work schedules are as follows:

<table>
<thead>
<tr>
<th>ESC hours: 8:00 am – 4:30 pm</th>
<th>7:30 am – 3:30 pm, 8:30 am – 4:30 pm, 30 mins. for lunch</th>
<th>8:00 am – 4:30 pm One hour for lunch</th>
<th>8:00 am – 4:00 pm 30 mins. for lunch</th>
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<tbody>
<tr>
<td>September – June</td>
<td>7:30 am – 3:00 pm, 30 mins. for lunch</td>
<td>8:00 am – 4:00 pm One hour for lunch</td>
<td>8:00 am – 3:30 pm 30 minutes for lunch</td>
</tr>
<tr>
<td>ESC hours: 8:00 am – 4:00 pm</td>
<td>7:30 am – 3:00 pm, 30 mins. for lunch</td>
<td>8:00 am – 4:00 pm One hour for lunch</td>
<td>8:00 am – 3:30 pm 30 minutes for lunch</td>
</tr>
<tr>
<td>July – August</td>
<td>7:30 am – 3:00 pm, 30 mins. for lunch</td>
<td>8:00 am – 4:00 pm One hour for lunch</td>
<td>8:00 am – 3:30 pm 30 minutes for lunch</td>
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Work week is established as Monday-Friday. The length of an Employee’s standard work day is noted in Appendix A. For office coverage hours and available Employee schedules, see above. Employee’s schedules are subject to their supervisor’s approval, in order to assure building coverage. Any deviations from this schedule, such as during periods when school is not in session, is subject to the Superintendent’s (or his/her designee) discretion.

Any time worked beyond the Employee’s daily hours (7.5 or 8.0 hours) shall be reported and paid as additional time (straight time if less than or equal to 40 hours) or overtime (if more than 40 hours), or reported and accumulated as compensatory time, except for those positions determined to be salaried professionals, as per appendix A. Employees are eligible for overtime for time worked in excess of 40 hours. All overtime / comp time must be authorized in advance by an immediate supervisor. The Deputy District Clerk shall be paid a minimum of two (2) hours of pay at the applicable rate of pay for scheduled Board of Education meetings. Employees assigned for a partial day will not be paid at an overtime rate until the weekly hours exceed the number of hours assigned to a full-time worker in a comparable job. Paid leave shall count toward the full time hours.

Employees are expected to request a work schedule that reflects a cooperative choice that respects co-worker preferences and that also ensures office coverage. These schedules may be rotated between staff during the year, to allow staff access to a preferred schedule. All work schedules are subject to your Supervisor’s approval.

1. The day before a Holiday, Central Office Staff may leave one (1) hour early from September – June and one-half hour early (.5) from July – August.
2. During July, August and school vacation periods, Central Office Staff may work a flexible schedule please see above chart for schedule). Any partial days taken as personal or sick time during the flexible schedule period, will be deducted based on actual hours used.
3. During July, August and school vacation periods, Central Office Staff may follow a “Business Casual” (neat appearance) dress code.
4. The District may provide Employees with the opportunity to take continuing education classes approved by the Superintendent or his/her designee and
related to and enhancing job skills of Employees and offered by the District at no cost to the Employee.
5. Employees may utilize the District’s Employee Assistance Program as desired, at no additional cost to the Employee.

Emergency Days

When schools are closed due to inclement weather or other emergency, personnel are expected to report to work, unless otherwise directed by the Superintendent.

Efforts to report to work should be governed by good judgment and if the decision is made not to report to work, such absence is to be charged to any available personal leave or vacation leave.

If the Board declares a non-used snow day to be a day off/day school is closed, eligible Employees shall be given this day off with pay.
### Policy for Non-represented Employees: Appendix A

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<td><strong>Exempt</strong></td>
<td><strong>District Clerk</strong></td>
<td>Business Office</td>
<td>5</td>
<td>$5,163</td>
<td>5</td>
<td>$5,330</td>
<td>5</td>
<td>$5,500</td>
<td>5</td>
<td>$5,682</td>
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<tr>
<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Central Registrar</strong></td>
<td>Superintendent's Office</td>
<td>20</td>
<td>$62,226</td>
<td>20</td>
<td>$64,249</td>
<td>20</td>
<td>$66,337</td>
<td>20</td>
<td>$68,493</td>
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<tr>
<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Secretary to Asst. Supt.</strong></td>
<td>Asst. Supt.'s Office</td>
<td>20</td>
<td>$59,564</td>
<td>20</td>
<td>$61,499</td>
<td>20</td>
<td>$63,498</td>
<td>20</td>
<td>$65,562</td>
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<tr>
<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Clerical Asst.</strong></td>
<td>Business Office</td>
<td>17</td>
<td>$53,071</td>
<td>17</td>
<td>$54,795</td>
<td>17</td>
<td>$56,576</td>
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<td>$58,415</td>
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<tr>
<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Secretary to CBFO (assists all Bus. Ofc. Sup's.)</strong></td>
<td>Business Office</td>
<td>20</td>
<td>$75,000</td>
<td>20</td>
<td>$77,438</td>
<td>20</td>
<td>$79,954</td>
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<td>$82,553</td>
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<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Personnel Asst. 1</strong></td>
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<td>20</td>
<td>$62,401</td>
<td>20</td>
<td>$64,429</td>
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<td>$66,523</td>
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<td><strong>Hourly</strong></td>
<td><strong>Hourly</strong></td>
<td><strong>Sr. Acct. Clerk</strong></td>
<td>Business Office</td>
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<td>$52,000</td>
<td>7</td>
<td>$53,690</td>
<td>12</td>
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<td><strong>Hourly</strong></td>
<td><strong>Payroll Supervisor</strong></td>
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<td>17</td>
<td>$67,982</td>
<td>17</td>
<td>$70,191</td>
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