

**AGREEMENT BETWEEN**

**MULTNOMAH EDUCATION SERVICE DISTRICT**

**AND**

**CONFIDENTIAL NON-CONTRACT EMPLOYEES**

**JULY 1, 2024 THROUGH JUNE 30, 2027**

MESD 2024-2027 Confidential Non-Contracted Agreement

**PREAMBLE**

This Agreement is entered into by Multnomah Education Service District, hereinafter referred to as the MESD, and Confidential Non-Contracted Employees, hereinafter referred to as the Employee(s).

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MESD 2024-2027 Confidential Non-Contracted Agreement

**1. TERM**

- A. This agreement begins July 1, 2024 and ends June 30, 2027
- B. If the agreement is finalized after June 30, 2024, all items will be retroactive to July 1, 2024.

**2. COMPENSATION**

- A. For 2024-2025, there will be a 4.5% increase to the 2023-2024 salary schedule effective July 1, 2024 (Appendix A).
- B. For 2025-2026, there will be a 3.5% increase to the 2024-2025 salary schedule effective July 1, 2025 (Appendix A).
- C. For 2026-2027, there will be a 3.5% increase to the 2025-2026 salary schedule effective July 1, 2026 (Appendix A).

**D. Probationary Period**

- 1. All newly hired Employees shall have a probationary period of six (6) months from date of hire.
  - a) If an Employee is hired between the 1st and the 15th of the month, that month is counted toward the six month period. If an Employee is hired between the 16th and the 31st of the month, that month is not counted toward the six month period.
  - b) The Employee's anniversary month is the month after successful completion of the initial six month probationary period.

**E. Step Increase**

- 1. Upon successful completion of an initial six-month probationary period, the Employee shall receive a step increase in their anniversary month and each anniversary month thereafter.

**F. Longevity Stipend**

- 1. Staff who have worked for the District in a permanent full-time status, beginning in their anniversary month, shall receive a monthly longevity stipend as follows:
  - a) Employed for at least five (5) years, 0.50% longevity stipend
  - b) Employed for at least ten (10) years, 1.75% longevity stipend
  - c) Employed for at least fifteen (15) years, 2.00% longevity stipend
  - d) Employed for at least twenty (20) years, 2.25% longevity stipend
  - e) Employed for at least twenty-five (25) years or more, 2.50% longevity stipend

**G. All Employees will receive twelve (12) equal paychecks.**

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**3. INSURANCE**

Effective October 1, 2024, MESD will offer three medical options: 1) select insurance plans paired with a group Health Reimbursement Arrangement, 2) select insurance plans eligible for a Health Savings Account, and 3) an Opt-Out option.

The District will pay the full medical premium for all eligible Employees and dependents, if applicable.

**A. Health Reimbursement Arrangement (HRA)**

1. OEBC medical plans will be offered to members and paired with District funded Group HRAs. The following plans are subject to change by OEBC:

- a) Kaiser Plan 2B
- b) Moda Plan 5

2. Group HRA Plan Design

Kaiser Plan 2B

The Group HRA will reimburse 100% of the Kaiser Plan 2B deductible. Maximum in-network out-of-pocket paid by the Employee is \$1,500 per person, up to \$4,500 for families of three or more.

- |                        |               |
|------------------------|---------------|
| a) Employee Only       | \$0 / \$1,500 |
| b) Employee & Spouse   | \$0 / \$3,000 |
| c) Employee & 1 Child  | \$0 / \$3,000 |
| d) Employee & Children | \$0 / \$4,500 |
| e) Employee & Family   | \$0 / \$4,500 |

Moda Plan 5

The Group HRA will provide in-network deductibles of \$400 per individual, up to \$1,200 for families of three or more for Moda Plan 5. Maximum in-network out-of-pocket paid by the Employee is \$2,500 per person, up to \$7,500 for families of three or more.

- |                        |                   |
|------------------------|-------------------|
| f) Employee Only       | \$400 / \$2,500   |
| g) Employee & Spouse   | \$800 / \$5,000   |
| h) Employee & 1 Child  | \$800 / \$5,000   |
| i) Employee & Children | \$1,200 / \$7,500 |
| j) Employee & Family   | \$1,200 / \$7,500 |

3. Reimbursements to HRA participants that incur out-of-network expenses shall be capped based on the in-network reimbursement levels listed above. Group HRA reimbursements are available only for qualifying expenses that are described in the Moda Plan 5 or Kaiser Plan 2B certificate of coverage, and which are applied to the health plan's maximum out of pocket limit including deductible, coinsurance and medical copays. Reimbursements are only available for qualifying expenses incurred while the member is enrolled in the plan. Expenses are incurred when care is provided rather than when the enrollee is billed or payment for the service is made. Claims for reimbursement must be submitted on or before each December 31 for expenses incurred during the preceding Moda/OEBC plan year (currently October 1 through the following

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September 30). Expenses incurred during the plan year but not documented by the carrier during the plan year and run out period will be dealt with on a case by case basis.

B. Health Savings Accounts (HSA)

1. OEGB HSA eligible medical plans will be offered to current and future Employees. The following plans are subject to change by OEGB:
  - a) Moda Plan 6
  - b) Kaiser Plan 3
2. The District will deposit monthly HSA contributions into the Employee's HSA account. The amount deposited will be equal to 50% of the maximum Federal HSA contribution limit in effect at the beginning of the plan year, divided by 12.

C. Dental and Vision

1. Effective October 1, 2024 the following OEGB dental and vision plans will be offered to members. The District will pay the full premium for Employees and their dependents (if applicable) who are enrolled in the offered plans. A member is not required to select dental and vision plans within the same tier. The following plans are subject to change by OEGB:
  - a) OEGB dental plan options:
    - (1) Kaiser Dental
    - (2) Delta Dental Exclusive PPO
    - (3) Delta Dental Premier Plan 1
    - (4) Delta Dental Premier Plan 5
    - (5) Delta Dental Premier Plan 6
    - (6) Willamette Dental
  - b) OEGB vision plan options:
    - (1) Kaiser Vision
    - (2) Moda Vision Opal
    - (3) Moda Vision Pearl
    - (4) Moda Vision Quartz
    - (5) VSP Choice
    - (6) VSP Choice Plus

D. The District agrees to pay \$400 per month for every unit member agreeing to drop the district medical insurance plan, during open enrollment or upon initial hire.

1. Employees who opt out of medical insurance shall be eligible for dental and/or vision insurance
2. Such Employee must provide evidence that they are covered by an alternate insurance plan.

E. MESD will maintain Life insurance (\$50,000 Term Life), Accidental Death & Dismemberment insurance (\$50,000), and Long Term Disability insurance (up to \$3,000 monthly).

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**F. Additional Benefit Option**

1. As part of this agreement, Employees may select one of the following options once per year during open enrollment or upon hire. If an Employee is hired on or after January 16th, their additional benefit selection will be prorated by 50%:
  - a) Two (2) additional Floating Holidays
  - b) One (1) additional Floating Holiday AND \$500 MESD paid contribution to a Section 125 Medical Flexible Savings Account
  - c) One (1) additional Floating Holiday AND \$500 paid contribution to a Health Savings Account (HSA)<sup>1</sup>
  - d) \$1,000 MESD paid contribution to their Section 125 Flexible Spending Account
  - e) \$1,000 MESD paid contribution to their Health Savings Account (HSA)<sup>1</sup>

**4. PAID LEAVES****A. Paid Floating Holidays**

1. Floating holidays shall be allocated based on annual hours worked, as follows:
  - a) Employees who work between 1,520 to 2,080 or more annual hours shall receive two (2) floating holidays per fiscal year
  - b) Employees who work less than 1,520 annual hours are not eligible to receive floating holidays
  - c) Any floating holidays hours that have not been used by June 30th will be forfeited.
  - d) Floating Holiday time can be used in one-half (½) day or full day increments.

**B. Paid Holidays**

1. Paid holidays shall be calculated based on annual hours worked as follows:
  - a) Employees who work at least 2,080 annual hours shall receive nine (9) paid holidays
  - b) Employees who work less than 2,080 annual hours shall receive holiday pay for the holidays that fall within their regular work calendar.
2. Holidays as defined by Board Policy include:
  - a) Independence Day
  - b) Labor Day
  - c) Veteran 's Day
  - d) Thanksgiving Day
  - e) Christmas Day
  - f) New Year's Day

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<sup>1</sup> Employee must be enrolled in a HSA-eligible medical plan through MESD.

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- g) Martin Luther King Day
- h) Memorial Day
- i) Juneteenth

C. Paid Vacation

1. Paid vacation shall begin accruing upon hire and each month thereafter. Paid vacation will accrue and roll over for the first two years after initial hire. Any unused vacation accruals in excess of two years shall be forfeited on the anniversary of the initial hire date, beginning the third year of employment.
2. Paid vacation shall accrue based on years of employment as follows:
  - a) First year accrues at .833 days per month (10 days per year)
  - b) Second to fifth year accrues at 1.25 days per month (15 days per year)
  - c) Sixth to fifteenth year accrues at 1.667 days per month (20 days per year)
  - d) Fifteen or more years accrues at 2.083 days per month (25 days per year)
3. Any unused vacation accruals shall be paid out to the Employee upon separation from the District.
4. Paid vacation can be used in increments of not less than one (1) hour.

D. Paid Sick Leave

1. Paid sick leave shall accrue at the rate of one day per month worked.
2. Paid sick leave shall rollover each year of employment.

E. Paid Personal Time Off (PTO)

1. Paid PTO shall accrue based on annual hours worked as follows:
  - a) Employees who work 1,520 to 2,080 or more annual hours shall receive eight paid PTO days per fiscal year
  - b) Employees who work less than 1,520 annual hours shall receive prorated PTO days based on the following calculation
    - (1)  $\text{Default annual hours} / 1,520 \text{ hours} \times 8 \text{ days}$ , rounded up to a full day.
2. Notice/request for use of PTO time shall be given to the immediate supervisor of the Employee as early as possible.
3. Leave shall be used in increments of not less than one (1) hour.
4. If allocated PTO has not been used by June 30, the Employee shall receive a cash payout for up to three (3) unused PTO days. Unused PTO in excess of three (3) days shall be forfeited. Cash payout for up to two (2) additional PTO days can be approved by the Superintendent on a case-by-case basis for circumstances where PTO days could not be used because of unforeseen workload.

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**5. LEAVE OF ABSENCE WITH PAY**

Employees may, upon application in writing and upon approval of the Superintendent or designee, obtain temporary non-accumulative leave of absence with pay under provisions of this section and as provided by Oregon law. Provisions of this section shall apply from July 1 to June 30 of each fiscal year.

**A. Military Leave**

1. A regularly employed Employee who is a member of the National Guard or of any reserve component of the United States shall be granted a leave of absence from their duties for a period not exceeding fifteen (15) calendar days in any one (1) calendar year without the loss of time, pay or regular leave, and without impairment of merit rating or other rights or benefits to which he/she is entitled. Notwithstanding this provision, the Employee is required to have been employed by the MESD for a period of six (6) months preceding their application for such military leave; otherwise, such leave shall be without pay.
2. Such leave shall be granted only when the Employee has received bona fide orders to active or training duty for a temporary period.
3. The leave shall not be paid if the Employee does not return to their position as soon as practicable, not to exceed five (5) calendar days following the expiration of the period for which he/she was ordered to duty.
4. The Employee shall notify the immediate supervisor at least ten (10) days prior to the commencement of active military service.

**B. Jury Duty**

1. Any Employee may be granted a leave of absence with pay for service upon a jury, provided that the salary paid to such Employee for the period of absence shall be reduced by the amount paid as compensation for jury service.

**C. Court Appearances**

1. Employee(s) who appear before a court, legislative committee or other judicial or quasi-judicial body as a witness in response to a valid subpoena or other enforceable direction by proper authority shall be granted leave for such appearance, provided that the salary paid to such Employee shall be reduced by an amount equal to that received by such Employee as witness fees. This provision shall not apply in a situation where the Employee is a complainant in a case against MESD.

**6. STAFF PROFESSIONAL DEVELOPMENT****A. Directly paid by District**

Costs for Employees participating in staff development activities (classes, courses, seminars, and/or workshops) shall be borne by the appropriate department, when such activities have been determined to be job related, approved by the immediate supervisor and within the department's budget. The suggestions for the activity may be initiated by the Employee.

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**B. Staff Development Reimbursement Including Tuition**

1. Individual Employees will be eligible for up to \$3,000 in staff development and/or tuition reimbursements per contract year. Balances are forfeit at the end of the calendar year and do not rollover.
2. Activities must be job-related and approved by the immediate supervisor prior to requesting prepayment or reimbursement.
3. Activities that are not awarding college credit are reimbursed at the cost to attend; including, fees, books, materials and travel. Travel expenses must adhere to the MESD Travel Expense Reimbursement Administrative Regulation (DLC-AR).
4. Post-secondary tuition reimbursement will be at the per quarter credit rate at Portland State University regardless of the institution to which the tuition is paid. If the amount of tuition is less than this amount, then the amount to be reimbursed would be the lesser amount. Other fees, books or materials related to the class are reimbursed at cost.
5. MESD will reimburse the tuition as soon as approval is received and the class has been completed, unless prepayment has been requested.
6. Employees who fail to complete or pass a prepaid professional development activity as defined in section 6.B. will reimburse the district within 30 days of the end of the activity.

**7. PERS/OPSRP**

MESD will continue paying PERS/OPSRP contributions including payment of the Employee's six percent (6%) contribution.

**8. EMERGENCY CLOSURE**

Employees will be under the same terms and conditions for emergency closures as the current AFSCME contract

**9. COMPLAINT/GRIEVANCE PROCEDURE**

Employees will use Board Policy GBM-AR - Staff Complaints, for resolution of Employee grievances and complaints.

**10. PERSONNEL FILE**

- A. Each Employee shall have the right, upon request, to review the contents of their file.
- B. Upon written request, the MESD shall provide photocopies of any documents placed in the personnel file. Cost of copies shall be incurred by the Employee.
- C. The Employee shall have the opportunity to write a letter of rebuttal to any document in their file. Such a letter shall be placed in the file.
- D. A Employee shall be provided a copy of any written material intended for inclusion in the Employee's file.

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- E. The Employee may request that a disciplinary document over two (2) years old be removed from their personnel file. The MESD will consider such a request, and if the Superintendent, or designee, agrees, such document may be removed.

**11. GENERAL**

- A. If the Employee's supervisor requests that the Employee work during a weekend the Employee will receive time-and-a-half for all hours worked. The Employee has the discretion to be paid for the overtime or take it as compensatory time off (1.5 times the hours worked).
- B. If the Employee's supervisor requests that the Employee work on a paid holiday the Employee will receive holiday pay plus overtime pay (2.5 times the Employee's hourly rate) for all hours worked up to eight (8) hours. If additional overtime hours are worked on the holiday, the overtime shall be computed at time-and-a-half (3.75) of the holiday rate. The Employee has the discretion to be paid for the overtime or take it as compensatory time off (1.5 times the hours worked).
- C. All members of the Employee group will be granted recall rights, for twenty-four (24) months from the date of layoff, to any position in the Employees' group for which they possess the minimum qualifications.
- D. Continued Section 125 Flexible Spending Plan offered by MESD. Section 125 as per the IRC (Internal Revenue code) Section 125 which allows Employees to pay for certain health related expenses and/or child care with pretax income.

**12. RE-OPEN**

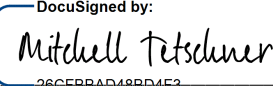
The parties will reopen the Confer and Consult process for the Employee Agreement if significant changes in MESD funding occur during the term of this Agreement.

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EXECUTION/SIGNATURES

This Agreement is signed this 16th day of July, 2024, upon the action of the Multnomah Education Service Board of Directors under Resolution 24-039 - Approval of the 2024-2027 Employee Agreement, by the undersigned officer(s) by the authority of and on behalf of the Multnomah Education Service District Board of Directors and the representatives of the Confidential Non-Contracted Employees.

FOR THE CONFIDENTIAL NON-CONTRACT GROUP:

<div>DocuSigned by:  <small>E5A40CA14B8A4F0...</small> Heather Severns</div>	<div>7/8/2024 _____ Date</div>
<div>DocuSigned by:  <small>26CFBBAD48BD4F3...</small> Mitchell Tetschner</div>	<div>7/8/2024 _____ Date</div>

FOR MULTNOMAH EDUCATION SERVICE DISTRICT:

<div>DocuSigned by:  <small>2713229A168C422...</small> Board Chair, Katrina Doughty</div>	<div>7/8/2024 _____ Date</div>
<div>DocuSigned by:  <small>CED30016BE24474...</small> Superintendent, Paul Coakley</div>	<div>7/8/2024 _____ Date</div>

## MESD 2024-2027 Confidential Non-Contracted Agreement

## APPENDIX A

Schedule	Confidential Contract 2024-25							
Daily	Step	Step	Step	Step	Step	Step	Step	Step
Range	1	2	3	4	5	6	7	8
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
1	\$145.32	\$150.40	\$155.67	\$161.12	\$166.76	\$172.59	\$178.63	\$184.88
2	\$152.58	\$157.92	\$163.45	\$169.17	\$175.09	\$181.22	\$187.56	\$194.13
3	\$160.21	\$165.82	\$171.62	\$177.63	\$183.85	\$190.28	\$196.94	\$203.84
4	\$168.22	\$174.11	\$180.21	\$186.51	\$193.04	\$199.80	\$206.79	\$214.03
5	\$176.63	\$182.82	\$189.22	\$195.84	\$202.69	\$209.79	\$217.13	\$224.73
6	\$185.47	\$191.96	\$198.68	\$205.63	\$212.83	\$220.28	\$227.99	\$235.97
7	\$194.74	\$201.56	\$208.61	\$215.91	\$223.47	\$231.29	\$239.39	\$247.76
8	\$204.48	\$211.63	\$219.04	\$226.71	\$234.64	\$242.85	\$251.36	\$260.15
9	\$214.70	\$222.21	\$229.99	\$238.04	\$246.37	\$255.00	\$263.92	\$273.16
		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
CEA01	\$228.07	\$234.91	\$241.96	\$249.22	\$256.70	\$264.40	\$272.33	\$280.50
CEA02	\$250.87	\$258.40	\$266.15	\$274.14	\$282.36	\$290.83	\$299.56	\$308.54
		2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
10	\$257.64	\$264.72	\$272.00	\$279.48	\$287.17	\$295.07	\$303.18	\$311.52
11	\$264.72	\$272.00	\$279.48	\$287.17	\$295.07	\$303.18	\$311.52	\$320.09
12	\$272.00	\$279.48	\$287.17	\$295.07	\$303.18	\$311.52	\$320.09	\$328.89
		4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
20	\$288.50	\$300.77	\$313.55	\$326.87	\$340.77	\$355.25	\$370.35	\$386.09
		6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
30	\$257.52	\$272.97	\$289.35	\$306.71	\$325.11	\$344.62	\$365.30	\$387.21
		3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
40	\$317.35	\$329.25	\$341.59	\$354.40	\$367.69	\$381.48	\$395.79	\$410.63

## MESD 2024-2027 Confidential Non-Contracted Agreement

Schedule	Confidential Contract 2025-26							
Daily	Step	Step	Step	Step	Step	Step	Step	Step
Range	1	2	3	4	5	6	7	8
1	\$150.40	\$155.68	\$161.12	\$166.72	\$172.56	\$178.64	\$184.88	\$191.36
2	\$157.92	\$163.44	\$169.20	\$175.12	\$181.20	\$187.60	\$194.16	\$200.96
3	\$165.84	\$171.60	\$177.60	\$183.84	\$190.32	\$196.96	\$203.84	\$210.96
4	\$174.08	\$180.24	\$186.48	\$193.04	\$199.76	\$206.80	\$214.00	\$221.52
5	\$182.80	\$189.20	\$195.84	\$202.72	\$209.76	\$217.12	\$224.72	\$232.56
6	\$191.92	\$198.64	\$205.60	\$212.80	\$220.24	\$228.00	\$236.00	\$244.24
7	\$201.52	\$208.64	\$215.92	\$223.44	\$231.28	\$239.36	\$247.76	\$256.40
8	\$211.60	\$219.04	\$226.72	\$234.64	\$242.88	\$251.36	\$260.16	\$269.28
9	\$222.24	\$230.00	\$238.08	\$246.40	\$254.96	\$263.92	\$273.20	\$282.72
10	\$266.64	\$274.00	\$281.52	\$289.28	\$297.20	\$305.36	\$313.76	\$322.40
11	\$274.00	\$281.52	\$289.28	\$297.20	\$305.36	\$313.76	\$322.40	\$331.28
12	\$281.52	\$289.28	\$297.20	\$305.36	\$313.76	\$322.40	\$331.28	\$340.40
20	\$298.64	\$311.28	\$324.56	\$338.32	\$352.72	\$367.68	\$383.28	\$399.60
30	\$266.56	\$282.56	\$299.44	\$317.44	\$336.48	\$356.72	\$378.08	\$400.80
40	\$328.48	\$340.80	\$353.52	\$366.80	\$380.56	\$394.80	\$409.60	\$425.04
CEA01	\$236.08	\$243.12	\$250.40	\$257.92	\$265.68	\$273.68	\$281.84	\$290.32
CEA02	\$259.68	\$267.44	\$275.44	\$283.76	\$292.24	\$301.04	\$310.08	\$319.36

## MESD 2024-2027 Confidential Non-Contracted Agreement

Schedule	Confidential Contract 2026-27							
Daily	Step	Step	Step	Step	Step	Step	Step	Step
Range	1	2	3	4	5	6	7	8
1	\$155.68	\$161.12	\$166.72	\$172.56	\$178.56	\$184.88	\$191.36	\$198.08
2	\$163.44	\$169.20	\$175.12	\$181.28	\$187.52	\$194.16	\$200.96	\$208.00
3	\$171.68	\$177.60	\$183.84	\$190.24	\$196.96	\$203.84	\$210.96	\$218.32
4	\$180.16	\$186.56	\$193.04	\$199.76	\$206.72	\$214.00	\$221.52	\$229.28
5	\$189.20	\$195.84	\$202.72	\$209.84	\$217.12	\$224.72	\$232.56	\$240.72
6	\$198.64	\$205.60	\$212.80	\$220.24	\$227.92	\$236.00	\$244.24	\$252.80
7	\$208.56	\$215.92	\$223.44	\$231.28	\$239.36	\$247.76	\$256.40	\$265.36
8	\$219.04	\$226.72	\$234.64	\$242.88	\$251.36	\$260.16	\$269.28	\$278.72
9	\$230.00	\$238.08	\$246.40	\$255.04	\$263.92	\$273.12	\$282.80	\$292.64
10	\$276.00	\$283.60	\$291.36	\$299.44	\$307.60	\$316.08	\$324.72	\$333.68
11	\$283.60	\$291.36	\$299.44	\$307.60	\$316.08	\$324.72	\$333.68	\$342.88
12	\$291.36	\$299.44	\$307.60	\$316.08	\$324.72	\$333.68	\$342.88	\$352.32
20	\$309.12	\$322.16	\$335.92	\$350.16	\$365.04	\$380.56	\$396.72	\$413.60
30	\$275.92	\$292.48	\$309.92	\$328.56	\$348.24	\$369.20	\$391.28	\$414.80
40	\$340.00	\$352.72	\$365.92	\$379.60	\$393.84	\$408.64	\$423.92	\$439.92
CEA01	\$244.32	\$251.60	\$259.20	\$266.96	\$274.96	\$283.28	\$291.68	\$300.48
CEA02	\$268.80	\$276.80	\$285.12	\$293.68	\$302.48	\$311.60	\$320.96	\$330.56

## APPENDIX B

### Position Alignment

**Range 01**

HR Assistant I

**Range 02**

HR Assistant II

**Range 04**

HR Assistant III

**Range 05**

HR Associate

**Range 06**

HR Specialist I

**Range CEA01**

Confidential Executive Assistant I

**Range CEA02**

Confidential Executive Assistant II

**Range 10**

HR Specialist II

**Range 11**

Business Services Fiscal Analyst (Fiscal Partner)

**Range 12**

HR Business Partner

**Range 20**

Executive Assistant to the Superintendent

**Range 30**

Program Coordinator – Career Pathways & Partnerships