

AGREEMENT BETWEEN
MULTNOMAH EDUCATION SERVICE DISTRICT
AND
CONFIDENTIAL CONTRACT EMPLOYEES

JULY 1, 2024 THROUGH JUNE 30, 2027

**Multnomah Education Service District
and
Confidential Contract Employee
Confer Consult Agreement**

7/1/24 through 6/30/27

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PREAMBLE

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

1. APPLICATIONS & DEFINITIONS

- A. This Agreement shall apply only to Confidential Employees who have supervisory authority and/or are defined as an Administrator or as an Administrative Employee per [Board Policy GA-AR](#) and are employed under contract; including but not limited to: Executive Officers, Directors, Senior Program Administrators, Coordinators, Principals, Vice-Principals, Supervisors, and Administration Employees.
- B. Full time is a position that is normally no less than one hundred and ninety (190) days, eight (8) hours per day, or a total of 1,520 hours per fiscal year. The number of days on a first year Employee’s contract may be less than 190 and still be considered full time for insurance benefits if the position will be full time in the following fiscal year.
- C. Year is the period starting July 1 and ending June 30.

2. TERM

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

3. CONTRACT STATUS

HR will provide 1 year contracts for 3 years for probationary Employees, and 3 year contracts for all Employees as required by ORS 342.845(5A)

4. COMPENSATION

- A. Annual Cost of Living Adjustments (COLAs)
 - i. For 2024-2025, there will be a 3.50% increase effective July 1, 2024 (Appendix A).
 - 1. During the 2024-25 year, program administrator positions will be reviewed for salary schedule placement. Reclassifications will be effective July 1, 2025.
 - 2. A new Administrator 11 Range has been added.
 - 3. Additional modifications to the base salary schedule have been implemented for consistency in range and step increases.
 - ii. For 2025-2026, there will be a 3.25% increase effective July 1, 2025 (Appendix A).
 - iii. For 2026-2027, there will be a 3.50% increase effective July 1, 2026 (Appendix A).

- B. Eligible Employees will move one (1) experience step each year.
- C. Eligible Employees will receive longevity payments for their years of employment with the District. Longevity payments will be implemented the first business day of January, April, July and October respectively. The payment shall be calculated as a percent of gross salary, as designated below:
 - i. 5-9 Years 1.00 %
 - ii. 10-14 Years 1.25%
 - iii. 15-19 Years 1.50%
 - iv. 20-24 Years 1.75%
 - v. 25-29 Years 2.00%
 - vi. 30+ Years 2.25%
- D. All Employees will receive twelve (12) equal paychecks.
- E. If allocated Paid Personal Time Off (PTO) has not been used by June 30, the Employee shall receive a cash payout for up to three (3) unused PTO days. 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.
- F. Each year, an Earned Doctorate stipend amount of \$2,000 will be paid to eligible Employee(s).

5. INSURANCE

- A. Employees working one hundred ninety (190) days, eight (8) hours per day, or a total of 1,520 hours per fiscal year will have medical, dental and LTD benefits for twelve (12) months.
- B. District-paid premiums:
 - i. The District will pay the premium for Employees enrolled in Moda and Kaiser plans.
 - ii. Medical insurance contributions for part time (below 1,520 annual hours) will be prorated as follows:
 - 1. 1,140 and more annual hours (0.745 FTE and above) – no proration
 - 2. Below 1,140 annual hours (0.744 FTE and below) – 75% proration
 - iii. MESD will pay premiums for Life insurance (\$100,000), AD&D (\$100,000), and LTD insurance (up to \$8,000 monthly) for all Employees.
 - iv. MESD will provide Workers' Compensation insurance coverage.

C. 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.

D. Group Health Reimbursement Arrangement (Group HRA)

i. OEBB medical plans will be offered to Employees and paired with District funded Group HRAs. The following plans are subject to change by OEBB:

1. Kaiser Plan 2B
2. Moda Plan 5

ii. Group HRA Plan Design

1. 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.

- Employee Only \$0 / \$1,500
- Employee & Spouse \$0 / \$3,000
- Employee & 1 Child \$0 / \$3,000
- Employee & Children \$0 / \$4,500
- Employee & Family \$0 / \$4,500

2. 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.

- Employee Only \$400 / \$2,500
- Employee & Spouse \$800 / \$5,000
- Employee & 1 Child \$800 / \$5,000
- Employee & Children \$1,200 / \$7,500
- Employee & Family \$1,200 / \$7,500

E. Health Savings Accounts (HSA)

Effective October 1, 2024, select OEBB HSA eligible medical plans will be offered to current and future employees. The following plans are subject to change by OEBB.

i. OEBB HSA eligible medical plans offered:

1. Moda Plan 6

2. Kaiser Plan 3

ii. Monthly District-paid cap for HSA eligible plans:

The District will deposit HSA contributions into member HSA accounts. 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.

2024-25 Monthly HSA Deposits	Employee Only	Employee plus Spouse/Child(ren)/Family
HSA Contribution Limits	\$ 4,150.00	\$ 8,300.00
Per Month	\$ 345.83	\$ 691.67
50% Deposit	\$ 172.92	\$ 345.83

F. MESD will pay \$400 per month for every Employee agreeing to drop the district medical insurance plan, during open enrollment, subject to the limitations and conditions required by the insurance carrier.

i. Employees who opt out of medical insurance shall be eligible for dental and/or vision insurance.

ii. Such employees must provide evidence that they are covered by an alternative insurance plan.

G. Dental & Vision Benefits

Effective October 1, 2024 specific OEGB dental and vision plans will be offered to Employees. The District will pay the premium for Employees and dependents enrolled in the offered plans. An Employee is not required to select dental and vision plans within the same tier. The following plans are subject to change by OEGB.

i. OEGB dental plans offered:

1. Kaiser Dental
2. Delta Dental Premier Plan 1
3. Delta Dental Premier Plan 5
4. Delta Dental Premier Plan 6
5. Delta Dental Exclusive PPO
6. Willamette Dental

ii. OEGB vision plans offered:

1. Kaiser Vision
2. Moda Vision Opal
3. Moda Vision Pearl
4. Moda Vision Quartz

- 5. VSP Choice
- 6. VSP Choice Plus

6. ANNUAL PAID LEAVES

A. Paid Holidays

The following nine (9) days are recognized as paid holidays: New Year’s Day, Martin Luther King, Jr. Holiday, Memorial Day, Juneteenth Holiday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, and Christmas Day.

B. Floating Holidays

- i. A minimum of two (2) floating holidays will be given to an Employee.
- ii. One (1) additional floating holiday will be given for Employee(s) who have been at the top salary step for at least one (1) year.
- iii. Additional floating holidays are available as options in ARTICLE 10B.

C. Personal Time Off (PTO)

- i. Seven (7) personal time off (PTO) days will be given to a full year Employee.
- ii. PTO days will be prorated for Employees hired after July 1st with less than 190 days in their contract. Proration is calculated based on the total contract days divided by 190, multiplied by 7 and rounded up to the nearest day unit.
- iii. The Employee can use PTO in one-half (½) day or full day increments without having to designate the reason. Notice to the immediate supervisor for the Employee to take PTO shall be given as early as possible.

D. Sick Leave

Each Employee will receive at least ten (10) days of sick leave at full pay each year, or one day per month employed, whichever is greater.

E. Vacation Eligibility and Leave

Vacation leave will be given to Employees on a 260-day schedule.

7. LEAVE OF ABSENCE WITH PAY

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

A. Military Leave

- i. 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.
- ii. Such leave shall be granted only when the Employee has received bona fide orders to active or training duty for a temporary period.
- iii. 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 they were ordered to duty.
- iv. The Employee shall notify the immediate supervisor at least ten (10) days prior to the commencement of active military service.

B. Jury Duty

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

An Employee who appears 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 Supervisory/employee(s) is a complainant in a case against the MESD.

8. COMPLAINT/GRIEVANCE PROCEDURE

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

9. PERSONNEL FILE

- A. Each Employee shall have the right, upon request, to review the contents of their file.
 - i. Upon written request, the MESD shall provide photocopies of any documents placed in the personnel file. Cost of copies shall be borne by the Employee.
 - ii. 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.
 - iii. The Employee(s) shall be provided a copy of any written material intended for inclusion in the Employee's file.
 - iv. An 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.

10. ADDITIONAL BENEFITS

- A. MESD will offer the Section 125 Flexible Benefits Plan:
 - i. Premium only pre-tax payroll deduction
 - ii. Dependent day-care pre-tax payroll deduction
 - iii. Health care spending account
- B. Each Confidential Contract Employee may select one (1) (combinations are not allowed) of the following options for each year:
 - i. \$1,000 MESD-paid contribution to the Confidential Contract Employee's Section 125 Flexible Benefits Plan (child care); or
 - ii. \$1,000 MESD paid contribution to the Confidential Contract Employee's HSA (Health Savings Account); or
 - iii. \$500 MESD-paid contribution to the Confidential Contract Employee's Section 125 Flexible Benefits Plan (health care) or Confidential Contract Employee's HSA (Health Savings Account) and one floating holiday; or
 - iv. An additional two (2) floating holidays, for a total of four (4) floating holidays.
- C. MESD will pay PERS/OPSRP contributions, including payment of the Confidential Contract Employee's six percent (6%) "pick-up" contribution.

11. TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT

- A. Directly paid by District
Costs for Employees participating in staff development activities (classes, courses, seminars,

conferences, 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.

B. Staff Development Reimbursement Including Tuition

- i. Individual Employees will be eligible for at least \$3,000 in staff development and/or tuition reimbursements each year. Any balances on June 30 will rollover to the next year. Remaining balances at the end of the contract are forfeit.
- ii. Activities must be job-related and approved by the immediate supervisor prior to requesting prepayment or reimbursement.
- iii. 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).
- iv. 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.
- v. MESD will reimburse the tuition as soon as approval is received and the class has been completed, unless prepayment has been requested.
- vi. Employees who fail to complete or pass a prepaid professional development activity as defined in section 11.B. will reimburse the district within 30 days of the end of the activity.

12. REOPEN

The parties will reopen the Confidential Contract process if significant changes in MESD funding occur during the term of this Agreement.

MESD – Confidential Contract Employee Confer Consult Agreement
July 1, 2024 through June 30, 2027

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 24-040– Approval of the 2024-2027 Confidential Contract 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 Contract Employees.

**FOR THE CONFIDENTIAL CONTRACT
EMPLOYEES**

DocuSigned by:
DAN COHNSTAEDT, DANIEL M
5449E617EFCB4CF...
Dan Cohnstaedt
Confidential Contract Employees

FOR THE MESD

DocuSigned by:
Katrina Doughty
2713229A168C422...
Board Chair, Katrina Doughty

DocuSigned by:
Jamie Smith
C3CCA2E76B3C483...
Jamie Smith
Confidential Contract Employees

DocuSigned by:
Dr. Paul Coakley
CED30016BE24474...
Superintendent, Dr. Paul Coakley

APPENDIX A – SALARY SCHEDULES

Confidential Contract Salary Schedule

Fiscal Year 2024-2025

COLA 3.50%

Daily	Step	Step	Step	Step	Step	Step	Step	Step	
Range	1	2	3	4	5	6	7	8	
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
	ADM01	\$326.75	\$334.92	\$343.29	\$351.88	\$360.67	\$369.69	\$378.93	\$388.41
4.00%	ADM02	\$339.82	\$348.32	\$357.03	\$365.95	\$375.10	\$384.48	\$394.09	\$403.94
4.00%	ADM03	\$353.42	\$362.25	\$371.31	\$380.59	\$390.10	\$399.86	\$409.85	\$420.10
4.00%	ADM04	\$367.55	\$376.74	\$386.16	\$395.81	\$405.71	\$415.85	\$426.25	\$436.90
4.00%	ADM05	\$382.26	\$391.81	\$401.61	\$411.65	\$421.94	\$432.49	\$443.30	\$454.38
4.00%	ADM06	\$397.55	\$407.48	\$417.67	\$428.11	\$438.81	\$449.79	\$461.03	\$472.56
4.00%	ADM07	\$413.45	\$423.78	\$434.38	\$445.24	\$456.37	\$467.78	\$479.47	\$491.46
4.00%	ADM08	\$429.98	\$440.73	\$451.75	\$463.05	\$474.62	\$486.49	\$498.65	\$511.12
4.00%	ADM09	\$447.18	\$458.36	\$469.82	\$481.57	\$493.61	\$505.95	\$518.60	\$531.56
4.00%	ADM10	\$465.07	\$476.70	\$488.61	\$500.83	\$513.35	\$526.18	\$539.34	\$552.82
4.00%	ADM11	\$483.67	\$495.77	\$508.16	\$520.86	\$533.88	\$547.23	\$560.92	\$574.94
			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
4.00%	VP	\$503.02	\$515.60	\$528.49	\$541.70	\$555.24	\$569.12	\$583.35	\$597.93
7.00%	PRIN	\$538.23	\$551.69	\$565.48	\$579.62	\$594.11	\$608.96	\$624.18	\$639.79
			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
0.00%	SPA01	\$538.23	\$551.69	\$565.48	\$579.62	\$594.11	\$608.96	\$624.18	\$639.79
2.50%	SPA02	\$551.69	\$565.48	\$579.62	\$594.11	\$608.96	\$624.18	\$639.79	\$655.78
			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
5.00%	EXE01	\$579.27	\$593.76	\$608.60	\$623.81	\$639.41	\$655.40	\$671.78	\$688.57
5.00%	EXE02	\$608.24	\$623.44	\$639.03	\$655.00	\$671.38	\$688.16	\$705.37	\$723.00

APPENDIX A – SALARY SCHEDULES

Confidential Contract Salary Schedule

Fiscal Year 2025-2026

COLA 3.25%

Daily	Step	Step	Step	Step	Step	Step	Step	Step
Range	1	2	3	4	5	6	7	8
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
ADM01	\$337.37	\$345.80	\$354.45	\$363.32	\$372.39	\$381.70	\$391.25	\$401.03
ADM02	\$350.86	\$359.64	\$368.63	\$377.84	\$387.29	\$396.98	\$406.90	\$417.07
ADM03	\$364.91	\$374.02	\$383.38	\$392.96	\$402.78	\$412.86	\$423.17	\$433.75
ADM04	\$379.50	\$388.98	\$398.71	\$408.67	\$418.90	\$429.37	\$440.10	\$451.10
ADM05	\$394.68	\$404.54	\$414.66	\$425.03	\$435.65	\$446.55	\$457.71	\$469.15
ADM06	\$410.47	\$420.72	\$431.24	\$442.02	\$453.07	\$464.41	\$476.01	\$487.92
ADM07	\$426.89	\$437.55	\$448.50	\$459.71	\$471.20	\$482.98	\$495.05	\$507.43
ADM08	\$443.95	\$455.05	\$466.43	\$478.10	\$490.05	\$502.30	\$514.86	\$527.73
ADM09	\$461.71	\$473.26	\$485.09	\$497.22	\$509.65	\$522.39	\$535.45	\$548.84
ADM10	\$480.18	\$492.19	\$504.49	\$517.11	\$530.03	\$543.28	\$556.87	\$570.79
ADM11	\$499.39	\$511.88	\$524.68	\$537.79	\$551.23	\$565.01	\$579.15	\$593.63
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
VP	\$519.37	\$532.36	\$545.67	\$559.31	\$573.29	\$587.62	\$602.31	\$617.36
PRIN	\$555.72	\$569.62	\$583.86	\$598.46	\$613.42	\$628.75	\$644.47	\$660.58
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
SPA01	\$555.72	\$569.62	\$583.86	\$598.46	\$613.42	\$628.75	\$644.47	\$660.58
SPA02	\$569.62	\$583.86	\$598.46	\$613.42	\$628.75	\$644.47	\$660.58	\$677.09
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
EXE01	\$598.10	\$613.06	\$628.38	\$644.08	\$660.19	\$676.70	\$693.61	\$710.95
EXE02	\$628.01	\$643.70	\$659.80	\$676.29	\$693.20	\$710.53	\$728.29	\$746.50

APPENDIX A – SALARY SCHEDULES

Confidential Contract Salary Schedule

Fiscal Year 2026-2027

COLA 3.50%

Daily	Step	Step	Step	Step	Step	Step	Step	Step
Range	1	2	3	4	5	6	7	8
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
ADM01	\$349.18	\$357.91	\$366.85	\$376.03	\$385.43	\$395.06	\$404.94	\$415.07
ADM02	\$363.14	\$372.23	\$381.54	\$391.07	\$400.85	\$410.87	\$421.14	\$431.67
ADM03	\$377.68	\$387.11	\$396.80	\$406.71	\$416.88	\$427.31	\$437.98	\$448.93
ADM04	\$392.78	\$402.60	\$412.67	\$422.98	\$433.56	\$444.39	\$455.51	\$466.89
ADM05	\$408.50	\$418.70	\$429.18	\$439.90	\$450.90	\$462.18	\$473.73	\$485.57
ADM06	\$424.84	\$435.45	\$446.34	\$457.49	\$468.93	\$480.66	\$492.67	\$505.00
ADM07	\$441.83	\$452.87	\$464.19	\$475.80	\$487.69	\$499.89	\$512.38	\$525.19
ADM08	\$459.49	\$470.98	\$482.76	\$494.83	\$507.20	\$519.88	\$532.88	\$546.20
ADM09	\$477.87	\$489.82	\$502.07	\$514.62	\$527.49	\$540.68	\$554.20	\$568.04
ADM10	\$496.99	\$509.42	\$522.15	\$535.21	\$548.59	\$562.30	\$576.36	\$590.76
ADM11	\$516.87	\$529.80	\$543.04	\$556.61	\$570.52	\$584.79	\$599.42	\$614.40
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
VP	\$537.55	\$550.99	\$564.76	\$578.88	\$593.35	\$608.18	\$623.39	\$638.97
PRIN	\$575.17	\$589.56	\$604.29	\$619.40	\$634.89	\$650.76	\$667.02	\$683.70
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
SPA01	\$575.17	\$589.56	\$604.29	\$619.40	\$634.89	\$650.76	\$667.02	\$683.70
SPA02	\$589.56	\$604.29	\$619.40	\$634.89	\$650.76	\$667.02	\$683.70	\$700.79
		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
EXE01	\$619.03	\$634.51	\$650.37	\$666.63	\$683.30	\$700.39	\$717.89	\$735.83
EXE02	\$649.99	\$666.23	\$682.89	\$699.96	\$717.46	\$735.39	\$753.78	\$772.62

APPENDIX B – CLASSIFICATION TABLE¹

EXECUTIVE LEADERSHIP	Range
Director I	EXE01
Director II	EXE02

ADMINISTRATORS	Range
Program Administrator	ADM10
Assistant Principal	AP
Principal	PRIN
Sr. Program Administrator I	SPA01
Sr. Program Administrator II	SPA02

CONFIDENTIAL CONTRACTED	Range
Contract and Risk Manager	ADM01
Continuous Improvement Specialist	ADM03
Project Manager - Paraprofessional Learning	ADM03
Business Manager - School District Services	ADM04
Program Manager - Technology Services	ADM04
Sr. Data and Research Administrator	ADM04
Equity Facilitation Administrator	ADM04
Program Manager - Alternative Pathways	ADM05
Program Manager - East County STEAM	ADM05
Program Manager - Regional CTE	ADM06
Program Manager - School Safety & Prevention	ADM06
Supervisor - Technology Services	ADM06
Program Manager - Career Pathways & Partnerships	ADM09
Program Manager - Migrant Ed	ADM09
Supervisor - Outdoor School	ADM09
Supervisor - Special Education	ADM10
Supervisor - School Health Services	ADM10
Assistant Director - Human Resources	ADM10
Facilities & Fleet Manager	ADM10

¹ Ranges for program administrators will be reviewed in 2024-2025. Reclassifications will be effective July 1, 2025.