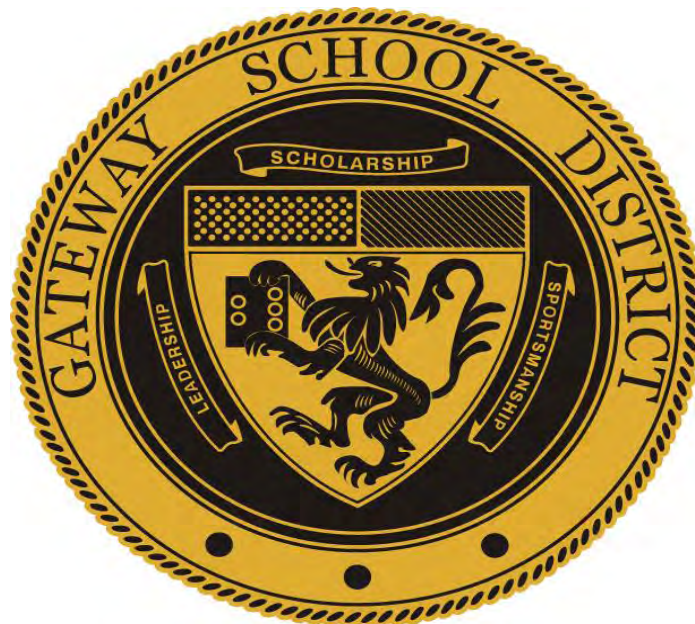


GATEWAY SCHOOL DISTRICT

ACT 93 COMPENSATION AND BENEFITS PLAN

JULY 1, 2012 – JUNE 30, 2018



**GATEWAY SCHOOL DISTRICT
9000 GATEWAY CAMPUS BOULEVARD
MONROEVILLE, PA 15146**



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I. INTRODUCTION

PURPOSE

The Act 93 Compensation and Benefits Plan is prepared in conjunction with School Board Policy No. 328 – Administrator Compensation and Evaluation pursuant to the Pennsylvania Public School Code of 1949 as amended, Section 24 P.S. 11-1164.

The purpose of this plan is to specify administrative compensation that includes administrative salaries and fringe benefits and shall include any School Board decisions that directly affect administrative evaluation and retirement programs.

Also, this plan is to provide an education of substance and quality for the students of the Gateway School District. It is essential that the School District attracts, motivates and retains creative, competent Act 93 administrators/supervisors/support persons who can develop and implement the highest level of educational services. The School District, the Superintendent and those Act 93 administrators/supervisors/support persons governed by this plan will develop and maintain the Administrative Compensation Plan's format and content. While supporting the outlined principles, together we shall be committed and that the Administrative Compensation Benefits Plan represents the needs of the Act 93 administrators/supervisors/support persons and the School Board Directors.

PRINCIPLES

1. The Administrative Compensation Benefits Plan shall strive to reward outstanding individual performance within economic conditions.
2. Individual performance ratings and salary adjustments shall be based upon performance as measured against the requirements of the job as outlined in current job descriptions and applicable responsibilities established annually.
3. The District and representative of the Act 93 Administrators Group shall review the Administrative Performance Evaluation System Periodically to address any modifications or changes. Certificated Administrators will be evaluated using the mandated PDE forms and procedures. Non-certificated Administrators will be evaluated using the District Performance Evaluation Form.

PROCEDURES

1. Job descriptions set forth the duties and responsibilities for each job assignment and will constitute the basis of evaluating job performance. Job descriptions are not static. They are always subject to review and/or revisions. A job review may be initiated by you or by your supervisor. A request for a job review should be submitted in writing to your immediate supervisor. It should include a copy of the current job description, as well as your specific recommendations for revision. The request will be evaluated by Central Administration.
2. The Organizational Chart of the District shows the inter-relationships of administrative and supervisory and support positions.
3. Evaluation of overall job performance will be made according to the PDE or District Administrative Performance Evaluation System. This process will be reviewed during the beginning of the school year for the purpose of setting yearly goals. Each administrator shall receive an annual evaluation. An optional mid-year evaluation may also be conducted. As indicated above, the Certificated Administrators will be evaluated using the mandated PDE forms and procedures. Non-certificated Administrators will be evaluated using the District Performance Evaluation Form.

If an Act 93 administrator/supervisor/ support person has unresolved questions and/or disagreements with their performance evaluation, a review meeting may be scheduled with the administrator, evaluator and the Superintendent. If the administrator/supervisor/support person still disagrees with the evaluation after the review, a written rebuttal may be attached to the evaluation.

II. TERMS

This plan shall be in effect from July 1, 2012 through June 30, 2018.

III. DEFINITIONS/CATEGORIES

Due to the varied job descriptions, responsibilities, and performance evaluations, the individuals covered under this agreement have been separated into three categories. They include:

Category 1:

ADMINISTRATORS

Gateway High School Principal
Gateway Middle School Principal
Moss Side Middle School Principal
Ramsey Elementary School Principal
Cleveland Steward Elementary School Principal
University Park Elementary School Principal
Evergreen Elementary School Principal
Gateway High School Assistant Principals
Gateway Middle School Assistant Principal
Moss Side Middle School Assistant Principal
Director of Special Education

Category 2:

SUPERVISORS AND MANAGERS

School Psychologist
Technology Manager
Food Service Supervisor
Supervisor of Special Education

Category 3:

EDUCATIONAL SUPPORT PERSONNEL

Transportation/Board Secretary
Payroll/Accountant
Superintendent's Secretary/Office Manager
Computer Technicians
Director of Public Relations
Media Coordinator

IV. PROGRAM OF COMPENSATION AND BENEFITS

A. COMPENSATION PLAN – The Salary Schedule for the term of this agreement will be tiered according to the aforementioned categories:

Category 1: ADMINISTRATORS

Category 1: Salary increases for those administrators at or beyond career level earnings will be based upon base salary and the percentage of increase is directly related to prior year's performance evaluation as defined below:

<u>School Year</u>	<u>Needs Improvement</u>	<u>Proficient</u>	<u>Distinguished</u>
2012-2013 school year =	0.00%	0.00%	0.00%
2013-2014 school year =	0.00%	0.00%	0.00%
2014-2015 school year =	0.00%	1.50%	3.00%
2015-2016 school year =	0.00%	1.50%	3.00%
2016-2017 school year =	0.00%	1.50%	3.00%
2017-2018 school year =	0.00%	1.50%	3.00%

Salary increases for those administrators below the career level earnings will be adjusted annually, beginning for some, July 1, 2014, through the 2017-18 school year to bring all administrators' salary in line with the attached Career Level salary chart by 2017-18. The 2015-16 through 2017-18 salary increases are directly related to the prior year's performance evaluation, whereas the final evaluation must be proficient or better and that evaluation must contain a greater number of distinguished than proficient indicators and no needs improvement indicators. If this criteria is not met, then the salary increase will be 1% for proficient, 0% for needs improvement, and the noted salary increase(s) will be deferred to the following year.

Category 2: SUPERVISORS AND MANAGERS

Category 2 salary increases will be based upon a percentage of prior year's salary as defined below:

2012-2013 school year = 0.0%
2013-2014 school year = 0.0%
2014-2015 school year = 1.0%
2015-2016 school year = 1.0%
2016-2017 school year = 1.0%
2017-2018 school year = 1.0%

Category 3: EDUCATIONAL SUPPORT PERSONNEL

Category 3 salary increases will be based upon a percentage of prior year's salary as defined below:

2012-2013 school year = 0.0%
2013-2014 school year = 0.0%
2014-2015 school year = 1.0%
2015-2016 school year = 0.0%
2016-2017 school year = 1.0%
2017-2018 school year = 0.0%

1. COMPENSATION – Compensation shall be determined by the board of education at the time of initial employment and then subsequently determined by the terms of this Act 93 Agreement.
2. EVALUATION – In order to be eligible for a salary raise in any year of this plan, an Act 93 administrator /supervisor/ support person must receive a proficient or distinguished evaluation for the immediately preceding school year.
3. SALARY ADJUSTMENT - The Superintendent has the discretion to recommend to the Board any salary adjustment(s) above the base salary raise commensurate with job performance and job value (distinguished and brings added value to the District).
4. SPECIAL PERFORMANCE BONUS

The Superintendent and Board may authorize additional funds that can be used for bonus incentives for building principals. The Superintendent has the discretion to recommend to the Board those additional funds based on individuals’ performance measures on the individual’s, building and District goals.

1. Only building principals *rated proficient or greater* in a given year qualify for the special \$5,000 bonus for that year. The special bonus is in addition to and separate from any other pay adjustments. It does not become part of the salary.
2. It is awarded to a building principal, who, in has met and or exceeded the goals that were mutually agreed upon by the Superintendent and Principal during the goal setting meeting each fiscal year.

B. ADMINISTRATIVE NON-CASH BENEFITS

1. HEALTH INSURANCE –The District shall provide individual, husband/wife, employee/child(ren), same sex marriage, or family health coverage for all eligible full-time administrators/ /supervisors /support persons. This benefit will be the District’s approved and sponsored medical plan. –As of the beginning date of this agreement the plan is Blue Cross/Blue Shield Keystone HMO health insurance coverage including the prescription co-pay endorsed by the Allegheny County Health Insurance Consortium.

In addition to any co-pays and deductibles, continuing from July 1, 2007, administrators/ supervisor/ support persons will contribute a percentage of the annual cost of health insurance premiums towards the District’s cost of the BC/BS HMO plan with prescriptions according to the following schedule:

	<u>Category #1</u>	<u>Category #2</u>	<u>Category #3</u>
July 1, 2012 – June 30, 2013	15%	7%	7%
July 1, 2013 – June 30, 2014	15%	7%	7%
July 1, 2014 – June 30, 2015	15%	15%	10%
July 1, 2015 – June 30, 2016	15%	15%	10%
July 1, 2016 – June 30, 2017	15%	15%	10%
July 1, 2017 – June 30, 2018	15%	15%	10%

The applicable administrators/ supervisors/ support persons insurance contribution will be automatically deducted from the administrator's paycheck each month.

The District will provide a Section 125 Plan that will allow the employee premium contributions described above to be made on a pre-tax basis.

Effective in the 2014/15 school year, the District shall recognize same sex marriages for providing appropriate medical coverage for same sex partners. Partners must provide an original marriage license from a Country or U.S. State where same-sex marriages are recognized and legally performed and meet any other eligibility requirement defined by ACSHIC to be eligible for such coverage. All requirements of state and federal tax consequences will apply.

HEALTH INSURANCE WAIVER

The District shall provide a Health insurance Waiver in the 2014/15 through the 2017/18 school years. Effective July 1, 2014, an employee may waive the benefits provided in this agreement and will instead receive on a prorated basis, a sum equal to the schedule below:

Coverage	Monthly Medical	Monthly Dental	Maximum Total/Monthly	Maximum Total/Annual
Individual	\$121	\$7	\$128	\$1,536
Parent/Child	\$271	\$21	\$292	\$3,504
Parent/Children	\$298	\$21	\$317	\$3,828
Husband Wife	\$328	\$21	\$349	\$4,188
Family	\$333	\$21	\$354	\$4,248

The sum is to be paid in lieu of the health and dental benefits. All payments shall be one half paid in the first paycheck in December and one half paid with the first paycheck in June and shall be prorated if less than twelve months. If an employee's spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above.

Employees who waive the benefits of this section may rejoin the plan effective with the beginning of the following month for life event reasons such as death, layoff, discharge, or other loss of benefits by a person on whom the employee was relying for benefit. An employee may change his/her coverage selections during the enrollment period with such change becoming effective on the following July 1st.

2. LIFE INSURANCE – Basic Life plus AD/D - Two times annual salary rounded to next highest thousand with a maximum of \$150,000. At retirement, a \$10,000 life insurance policy shall be provided.
3. DENTAL CARE – The District shall provide a dental insurance plan for all eligible full-time employees covered by this Agreement. Currently it is a Blue Shield Dental Plan provided through the Allegheny County Health Insurance Consortium.

4. **DISABILITY** –The District will pay a monthly disability premium for each full-time (regularly scheduled to work five (5) hours or more a day) administrator supervisor/support person for a sickness and accident plan. A summary of the benefits is as follows:

Scheduled amount: 60% of monthly pay, subject to a maximum of \$5,000

Minimum Benefit: \$100

Qualifying Period: the greater of 1-month or length of accrued sick leave

Maximum Benefit Period: Based on persons age on the day the period of disability started (See benefit booklet)

C. LEAVES OF ABSENCE

1. **Bereavement** – Each administrator/supervisor/support person shall receive:
 - 5 days – current spouse, child, grandchild or parent
 - 3 days – brother, sister, sister-in-law, brother-in-law, current parent-in-law, or near relative who currently resides in the same household, or any person with whom the full-time administrator currently makes their home.
 - 1 day – near relative – first cousin, grandfather, grandmother, aunt, uncle, niece, nephew

2. **Sick Leave** – 12 days annually. All 12 days annual accumulation if unused. Use of all accumulated days within the year if necessary. The use of sick days is for the administrator’s sickness only.

Unused sick leave at the time of retirement or death shall be compensated at the rate of \$100.00 for employees in categories #1 and #2 while category #3 shall be compensated at the rate of \$75.00 per day for each unused day of sick leave (maximum of 300 days). (Please see Section H-#3 for eligibility requirements) No limit on the number of years of service if an administrator/ supervisor / support person loses his/her position as the result of workforce reduction.

All compensation for unused accumulated sick days paid to an administrator/ supervisor / support person who retires shall be deposited into a pre-tax account as established between the District and a designated company. Such accounts and subsequent deposits shall be subject to and comply with the provisions of Section 401(a), 403(b), and 457(b) plans as set forth in the Internal Revenue Code. All deposits will be a non-elective employer contribution to a 403(b) account with no cash option. The payment into the 403(b) account will occur the January following retirement.

Upon death, the payment shall be made to the beneficiary(ies) identified on the PSERS “Nomination of Beneficiary” form or if the beneficiary is not identified or available, to his/her estate.

3. **Personal Leave** – Three days per year shall be granted to each administrator/ supervisor / support person to handle business or personal affairs that cannot be handled on Saturdays or evenings. None of these days shall be taken on the workday immediately before or after holidays or vacations except in extreme emergencies and with notification to the Superintendent. Personal days not used will be added to sick leave bank at year’s end.

4. Jury/Witness – Regular salary, less jury pay or witness fee (witness leave for those cases when administrator is not personally involved).
5. Parental/Child-Rearing-Leave – Administrators/ supervisors/support persons eligible for leave due to the birth of a son or daughter or the placement with the administrator of a child for adoption or foster care pursuant to the District’s Family and Medical Leave Act Policy, will be permitted to extend the leave up to a total (when combined with the FMLA leave) of two years. The leave shall be unpaid. Health care benefits shall be continued in accordance with FMLA Policy for the period of leave covered by that Policy. In the event the administrator extends the leave beyond the period governed by the FMLA Policy, the administrator may request that the fringe benefits be continued upon the payment by the administrator.

In the event the District employs a substitute for a period of the expected leave, the administrator shall remain on leave for the full period of the expected leave. Fringe benefits such as sick leave, personal days, and vacation shall not accrue during parental leave/child-rearing leave.

6. Professional Conference Days – Administrators/ supervisors/support persons are encouraged to remain current with educational issues, reforms and trends. Budgetary constraints may limit conference attendance. However, whenever possible, the District will make reasonable efforts to support such requests. Requests for attendance at an educational conference shall be submitted to the immediate supervisor on the District’s “Request for Professional Absence Form.” The Superintendent shall make the final approval or disapproval.
7. Sabbatical Leave – Administrators are eligible for sabbatical leave in accordance with the Pennsylvania Public School Code.
8. Military Leave – Granting of military leave will be in accordance with the applicable provisions of the Public School Code of the Commonwealth of Pennsylvania.
9. Workers’ Compensation Leave – Administrators/ supervisors/support persons who are on a leave of absence due to an on-the-job injury (workers’ compensation claim) shall be paid the difference of the workers’ compensation benefit rate and their regular daily rate and the of pay for 30 work days. After thirty (30) work days, the administrator, if still absent from their duties as a result of the same injury, shall receive workers’ compensation benefits only.
10. Employment Benefits While on a Leave of Absence – Administrators/ supervisors/ support persons on approved sick leave or long-term disability shall be covered by the insurance package for a period of one year
11. Other Employment During Leaves of Absence –Administrators/ supervisors/support persons on an approved leave of absence are prohibited from working for other employers during the leave. Any outside employment during the leave of absence must be approved by the District. In the event an administrator/supervisor/ support person obtains employment elsewhere without the approval of the District during this period, the District’s obligation to provide any said benefits will cease immediately and a determination of continued employment reviewed.

D. WORK SCHEDULE

The work year for all Act 93 administrators/ supervisors/support persons, including the first year as an employee for the purpose of salary calculations, will be from July 1st to June 30th and consist of 260 days. The 260 days in a year include (11) eleven paid holidays and 20-25 vacation days. Each 11-month position shall be required to work each work day during the period with the exception of the month of July. An alternate schedule for 11-month positions may be developed by the employee's supervisor to meet District needs.

Summer Break Period

During any period occurring in the months of June, July and/or August when school is not in session for students, the School Board may, in its sole discretion, approve an alternate work schedule for administrators/ supervisors/support persons. An alternate work schedule may include, but is not limited to, a four day/10 hour per day work week.

E. VACATION– Applicable to twelve-month administrators only – The period for using vacation days will run from July 1st to June 30th.

All twelve-month Act 93 administrators/ supervisors/support persons will receive twenty (20) vacation days per year after one (1) year with the District. Note: First year employees will receive vacation days on a prorated basis determined by the 260-day work year after their one-year anniversary date. Administrators/ supervisors/support persons who are currently receiving twenty-five (25) vacation days (as of July 1, 2014) under previous agreements shall continue to receive that vacation allotment.

The immediate supervisor and/or Assistant Superintendent/Superintendent must approve all vacation days.

If unused, a total not to exceed ½ the annual allotment may be carried forward to the following year while all other days will be forfeited. (ex. An administrator has 12 vacation days unused on June 30, he/she may carry 10 days forward and have 30 vacation days the following year.) The total number of unused vacation days shall not exceed ½ the annual allotment plus current year vacation days allowed (maximum is 37 ½ days). An administrator who retires or who voluntarily terminates employment with the District shall receive a payment of his/her daily rate for each accumulated unused vacation day. Any administrator terminating employment during the school year will receive a prorated number of vacation days. This number will be based on total days worked from July 1st. An in-service death benefit for earned vacation will be payable to the administrator's named beneficiary identified on the PSERS Nomination of Beneficiary Form, or if the beneficiary is not available, to his/her estate

F. HOLIDAYS

The Act 93 administrators / supervisors/support persons will be granted the following (11) eleven paid holidays:

- July 4th with the 3rd or 5th
- Labor Day
- Thanksgiving and day following
- Christmas day and one other day
- New Year's day and one other day
- Good Friday
- Memorial Day

G. EDUCATIONAL INCENTIVES – Effective July 1, 2015, all category #1 and #2 administrators/ supervisors shall be reimbursed up to one-half the maximum rate of \$500 per pre-approved graduate course credit related to the field of education or job duties during the term of this agreement. Upon obtaining a doctorate or a new area of certification, as defined by the Pennsylvania Department of Education, the District shall reimburse the remaining one-half of the cost up to the maximum of \$500 per pre-approved graduate course credit. In no event may an administrator receive reimbursement for more than \$500 per credit. The only credits to be recognized are those taken after the appointment as a Gateway School District administrator/supervisor and during the term of this agreement.

In order to qualify for tuition reimbursement, an employee must receive a grade of “B” or higher in the course.

In the event an administrator/ supervisor leaves employment with the District within five (5) years after completion and District reimbursement of graduate credits doctorate or a new area of certification, the administrator will be required to reimburse the full tuition paid by the District.

H. RETIREMENT – The District shall provide a retirement benefit for those eligible (refer to H-3) administrators/ supervisors/ support persons retiring under normal retirement (Superannuation) or under a retirement incentive package (30 and out) as defined by the PSERS during the term of this agreement (2012-2018) under the following conditions:

1. On or before January 31st of the year the employee plans to retire, he/she must submit an irrevocable notice of intention to retire at the conclusion of that school year. Category #3 employees may retire at semester break if they meet all other eligibility requirements. In this case, they must submit an irrevocable notice of intention to retire by November 15th.
2. Anyone electing to retire under this retirement benefit shall have the following benefits in addition to any other retirement benefits set forth in this agreement.

District’s approved and sponsored medical plan for active Act 93 employees for Individual, Current Husband/Wife, Employee/Child(ren) or Same Sex Marriage Partners, health insurance for the period described below:

Category #1: ADMINISTRATORS-One (1) year of health insurance coverage for every five (5) years of service in the PSERS for a maximum of five (5) years or the employee and/or spouse reaches age 65 or the employee has similar benefits available from any other source, whichever comes first.

Category #2: SUPERVISORS AND MANAGERS -One (1) year of health insurance coverage for every five (5) years of service in the PSERS for a maximum of four (4) years or the employee and/or spouse reaches age 65 or the employee has similar benefits available from any other source, whichever comes first.

Category #3: EDUCATIONAL SUPPORT PERSONNEL -One (1) year of health insurance coverage for every five (5) years of service in the PSERS for a maximum of three (3) years or the employee and/or spouse reaches age 65 or the employee has similar benefits available from any other source, whichever comes first.

In all categories, the retired employee may purchase Family coverage, if eligible, at their cost. This cost is the difference in the qualifying monthly cost compared to the desired purchase cost.

In all categories, the retiree is responsible for all deductibles and co-pays in the medical plan as well as any increase in premium beyond those in effect at the time of retirement shall be the sole responsibility of the administrator. Failure to make such payments upon the part of the administrator will result in the termination of the benefit with no further liability of any kind whatsoever to the District.

3. Eligibility - In order to be eligible to receive the retirement benefits described above, an administrator/supervisor/support person must meet the following requirements:
 - a. S/he must have completed at least ten (10) years of continuous service with the Gateway School District;
 - b. S/he must not have been terminated/retired from employment for cause in lieu of termination or termination proceedings
4. Administrators retiring under the terms of this agreement are entitled to cash payouts as described within this plan. (Please see Section IV-C-#2 regarding unused sick leave compensation and also Section IV-E regarding unused vacation days.)

I. PART-TIME SUPERVISOR/SUPPORT PERSON (as defined in Category #2 and #3)

In the event the District employs part-time administrators/ supervisors/support persons, they shall receive similar prorated leave days as described above. The part-time administrator/ supervisor/support person may participate in the employee's benefit programs such as medical, dental, disability and life at their expense if the following conditions are satisfied:

- a. If, at any time, the insurance carrier does not permit this practice, the service shall not be provided.
- b. The employee must maintain payment of the full premium one (1) month in advance of coverage and the employee's personal check must be in the hands of the payroll supervisor by no later than the fifteenth (15th) day of each month.
- c. In the event payment is not received by the time as established in "B" above, the coverage shall be terminated and cannot be reinstated during the life of this contract.
- d. The employee must maintain and be subject to all conditions of continued coverage as may be required by the insurance carrier.

All part-time service will be adjusted to FTE at time of transfer and/or retirement for calculations.

J. MISCELLANEOUS –

1. Physical Exam – Physical examination authorized according to the following schedule:

<u>Age</u>	<u>Frequency</u>
... to 39	Once every 3 years
40 to 49	Once every 2 years
50 +	Once every year

2. Professional Dues – The District shall reimburse employees for their payment(s) for job related professional membership as follows:

Category #1	-capped at \$575 per fiscal year
Category #2 & #3	-capped at \$250 per fiscal year

3. Payroll Deductions – Savings Bonds – administrator expense. Tax Shelter Annuity – administrator expense.

4. Travel Reimbursement – paid at the IRS rate.

5. Supplemental Contracts – Category #1 and #2 employees are prohibited from holding paid supplemental positions in the District.

WITNESSED, the undersigned, have been duly authorized by their respective principals, do hereby affirm this Agreement by their signatures.

GATEWAY SCHOOL DISTRICT

GATEWAY ADMINISTRATIVE TEAM

Mr. David Magill
President, Gateway School Board

Mr. Rocco Telli
Principal, Gateway Middle School

Date: _____

Date: _____

Gateway School District Category #1 Career Level Salaries		4-Year Career Level Salary
Position		
Director of Special Ed.		\$98,377
Principal - CSE		\$98,000
Principal - Ramsey		\$98,000
Supervisor of Special Education		\$83,654
Principal - MSMS		\$98,000
Principal - EVG		\$98,000
Principal - UP		\$98,000
Principal - GMS		\$102,500
Principal - GHS		\$115,000
Asst. Principal - GMS		\$87,954
Asst. Principal - GHS		\$88,506
Asst. Principal - MSMS		\$87,954
Asst. Principal - GHS		\$88,506