

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF THE
WESTWOOD REGIONAL SCHOOL DISTRICT
AND THE
WESTWOOD ADMINISTRATORS ASSOCIATION

JULY 1, 2011 - JUNE 30, 2014

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1. UNIT

The Westwood Regional Board of Education (hereafter referred to as the “Board”) hereby recognizes the Westwood Administrators Association (hereafter referred to as the “Association”) as the exclusive and sole representative for collective negotiations, concerning terms and conditions of employment for all certificated personnel (hereafter referred to as “Administrators”) employed by the Board in the following capacities:

1. Principal
2. Assistant Principal
3. Supervisor

2. NEGOTIATIONS

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment for all Administrators for whom the Association is authorized to negotiate. Any Agreement negotiated shall apply to the Administrator(s) defined in Article 1, shall be reduced to writing, shall be ratified by the Association, shall be adopted by the Board, and shall be signed by the Association and the Board.

3. MODIFICATION

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

4. GRIEVANCE PROCEDURES

A. Procedure

The Association may process a grievance on behalf of specified Administrators or on its own behalf. An Administrator shall have the right to present the grievance or designate representatives of the Westwood Administrators Association. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of the action or deed which prompted the grievance.

1. Level One – Superintendent

- a. The grievant shall discuss the grievance first with the Superintendent in an attempt to resolve the matter at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, she/he

shall, within ten (10) school days, set forth his/her complaint in writing to the Board of Education. The Superintendent shall communicate the decision to the grievant in writing within three (3) school days of receipt of the written complaint.

2. Level Two - Board of Education

If the grievance is not resolved to the grievant's satisfaction, she/he may, within ten (10) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

3. Level Three – Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant.
- b. Decisions of the Board in the following matters are final and such decisions shall not be subject to arbitration under this agreement:
 - i. Any matter for which a method of review is prescribed by law.
 - ii. Any rules or regulations of the State Commissioner of Education.
 - iii. Any matter which, according to law, is beyond the scope of Board authority or is limited to action by the Board alone.
 - iv. A complaint of an employee which arises by reason of his/her not being re-employed, including, but not limited to, his/her reappointment to any position which is not tenurable under law.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and Association. The arbitration, pursuant to this paragraph, shall be final and binding. The authority of the

arbitrator is limited to the interpretations, application, or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

- d. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expense incurred shall be paid by the party incurring same.

5. PAYMENT SCHEDULE

Administrators shall be paid in twenty-four (24) semi-monthly installments, to be received on the 15th and the last day of each month. When a payday falls on or during a school holiday, vacation, or weekend, Administrators shall receive their paychecks on the last previous working day.

6. VOLUNTARY SAVINGS

Administrators may individually elect to have direct deposit of their paychecks or to have a portion of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest-bearing account in the individual Administrator(s) name in the Paragon Federal Credit Union and to other institutions which have been mutually agreed upon by the Board and the Association. There shall be no costs incurred by the Board for the provision of this service.

7. COMPENSATION - TRAVEL

Administrators who may be required to use their own automobiles in the performance of their duties and/or who are assigned to more than one (1) school per day shall be reimbursed for all travel at the rate established by the State for mileage reimbursement. Vouchers for payment shall be submitted monthly.

8. COMPENSATION - ACCUMULATED SICK LEAVE

An Administrator retiring from the Westwood Regional School District shall be compensated for the accumulated sick leave which she/he has earned in the district. The Administrator shall receive one hundred forty (\$140) for a maximum of one hundred forty (140) days accumulated as of June 30, 1993. Days accumulated after June 30, 1993, shall be payable at a rate of eighty dollars (\$80)

for a maximum of one hundred forty-five (145) days following his/her notice to retire or at retirement whichever date shall be later.

If written notice of retirement is received by the District before February 1st of the calendar year of retirement, the payment under this section shall be made in the July following retirement. However, at the Administrator's option, said payment may be deferred to the following January 1st or to the second July 1st following retirement. If written notice of retirement is received by the District after February 1st of the calendar year of retirement, the payment under this section shall be made in the second July following retirement.

9. OTHER DEDUCTIONS

The Board also agrees to deduct from the salary of any Administrator any of the following deductions authorized by said Administrator:

Prudential Insurance Company
Voluntary Savings Deduction
Tax Sheltered Annuity Payments

10. HEALTH INSURANCE

A. Health Insurance

The Board agrees to provide the same health benefits to the members of the Association and their eligible dependants as it provides for the tenured members of the Westwood Education Association (W.E.A.). The same provisions then in force for the W.E.A. shall apply.

B. Dental, Prescription, and Optical Plans

The Board agrees to provide the same dental, prescription, and optical benefits to the members of the Association and their eligible dependants as it provides for the tenured members of the Westwood Education Association (W.E.A.). The same provisions then in force for the W.E.A. shall apply.

The Board will permit retirees to remain in the dental, optical, and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

C. Disability Insurance Plan

The Board shall pay up to \$850 annually toward the premium for each Administrator to enroll in a Prudential Insurance Company N.J.S.A. Group

Disability Income Plan. Premium costs that exceed this amount shall be borne by the Administrator via payroll deduction.

D. Voluntary Insurance Waiver Incentive Plan

Administrators who are eligible to receive benefits under A and B above are eligible to receive an incentive for waiving said benefits, under the following terms and conditions:

1. No Administrator will be required to participate in the Insurance Waiver Incentive Plan if he/she chooses not to do so.
2. An Administrator who has no other health/hospitalization coverage may not waive the health/hospitalization coverage, and is therefore not eligible for this incentive. An Administrator waiving coverage under Section A (health/hospitalization) above, must provide proof of alternative coverage.
3. An Administrator who has no other dental, prescription, or vision coverage may waive all of those coverages.
4. Administrators who are eligible for benefits under A and B above, and who waive some or all of the coverages of those benefits in A and/or B above for a full year shall receive an incentive for doing so as follows:
 - a. Waiving of Health Insurance: \$1,500
 - b. Waiving of Dental Insurance: \$400
 - c. Waiving of Prescription and Optical Insurance: \$1,100

If the Administrator's plan began later than July 1st, the incentive payment shall be prorated accordingly.

5. Each year eligible Administrators will receive an Insurance Waiver Incentive Plan form from the district Business Office. It will allow Administrators to waiver any/all coverages, document a final return date, and will specify the incentive payment which will be received for each waiver.
6. An Administrator who waives any of the insurance coverages may re-enroll at the open enrollment periods, subject to carrier rules. The only exception is that if any of the insurance coverages of a spouse or domestic partner are terminated during an insurance year, the Administrator may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, a prorated incentive payment will be made to the Administrator for that year.
7. The incentive will be paid semi-monthly from September to June for all Administrators.

8. In order to protect all Administrators from Federal and State taxation of existing benefits if this plan is in effect, the District will set up a Section 125 account.
9. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

E. Employee Contribution

Notwithstanding anything contained in this agreement to the contrary, all employees shall contribute a total of 1.5% of their annual base salary toward the cost of medical and/or prescription drug coverage through an appropriate payroll deduction in accordance with P.L. 2010 Chapter 2, as required by state law.

11. **VACANCIES**

Notice

Whenever an administrative staff vacancy becomes official upon receipt of a resignation or a new position is authorized and candidates are sought for such position, the Superintendent of Schools shall post said vacancy in each school building, forward a copy of said notice to the Association, and post the vacancy on the district's website.

12. **DISCIPLINE**

A. Just Cause Provision

No Administrator shall be disciplined, reprimanded, or reduced in compensation without just cause and due process.

B. Required Meetings or Hearings

Whenever any Administrator is required to appear before any Administrator, Supervisor, Board of Education, or any committee member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that Administrator in his/her office, position, or employment or the salary of any increments pertaining thereto, then she/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise and represent him/her during such meeting or interview. This provision shall not apply to observation or evaluation conferences.

13. HAZARDOUS DUTY

A. Hazardous Duty

No Administrator shall be assigned any duty that is clearly hazardous in nature or dangerous to his/her person because of its being inconsistent with his/her certification, training, and experience.

B. Reasonable Force

An Administrator may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous object upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Assault

1. Legal Assistance

The Board shall provide legal assistance by counsel of its own choosing for any assault, as defined pursuant to N.J.S.A. 2C:12-1, upon the Administrator while acting in the discharge of his/her duties.

2. Leave

When absences arise out of or from such assault or injury, the Administrator shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse the Administrator for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an Administrator(s) while the Administrator(s) was acting in the discharge of his/her duties within the scope of his/her employment.

D. Medical

If an Administrator suffers an on-the-job injury, the cost of medical, surgical, and hospitalization care shall be paid by the Board workers' compensation carrier, based upon State workers' compensation eligibility criteria.

14. SICK LEAVE

A. Allowance

All Administrators shall be granted twelve (12) sick days per year, earned at the rate of one sick day per month of service. Said sick leave days which are not used shall be accumulated from year to year.

B. Absence

An Administrator who does not report for work due to illness or who reports to work, but must leave work due to illness prior to noon shall be charged with the use of one (1) sick day. An Administrator who reports to work, but leaves work after completing half of his/her assignment(s) because of illness shall be charged with the use of one-half (1/2) a sick day.

15. LEAVES

A. Bereavement - Immediate Family

An Administrator(s) shall be granted up to five (5) days for the death and/or death connected illness of a member of the immediate family. Immediate family shall be defined as: parents, spouse/domestic partner, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other long-term members of the immediate household. One (1) of these days may be utilized to attend the funeral of a close friend or relative not in the immediate family.

B. Bereavement - Extenuating Circumstances

In case of extenuating circumstances the Superintendent of Schools may grant additional bereavement leave based on the individual Administrator's request.

C. Personal Business

1. When notice is submitted five (5) days in advance, except in emergencies, an Administrator shall be granted a maximum of five (5) days per school year for the purpose of conducting personal business.
2. Each individual request shall be approved by the Superintendent of Schools, provided the personal business does not fall immediately before or after holidays or school breaks. Personal business day requests for the day immediately preceding or immediately following a vacation or school holiday will be considered only under exceptional circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools and shall not be unreasonably denied.

3. Employees requesting more than three (3) personal business days to be taken consecutively must do so in writing. Such requests may be granted at the sole discretion of the Superintendent of Schools and shall not be unreasonably denied.
4. Any unused personal business days from the previous school year shall be credited as sick leave days as of July 1st of the subsequent school year.
5. All such requests for personal days shall be made through the Administrator's chain of command to the Superintendent of Schools utilizing the district's Employee Absence Form or computerized attendance system.

16. EXTENDED LEAVES

A. Maternity - Child Rearing Leave

The Board of Education shall grant maternity/child rearing leave without pay upon request subject to the following rules and regulations:

1. Maternity Leave
 - a. The leave shall commence on the date requested by the Administrator and shall terminate with the last day of disability related to said pregnancy. The request for maternity leave shall normally be made sixty (60) days prior to the expected commencement of said leave.
 - b. A pregnant Administrator, at her option to be exercised in writing, shall be entitled to utilize her accumulated sick leave for that portion of her maternity leave commencing with the date she becomes disabled by reason of her pregnancy and terminating upon the date of exhaustion of her accumulated sick leave, or upon the date she is able or would be able to resume the performance of her duties, or upon the date of termination of her employment, whichever of said mentioned dates shall occur first. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician.
 - c. Any pregnant Administrator who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to utilize her accumulated sick leave during the period of absence.

- d. Upon written request filed at least ten (10) days prior to the expected due date of the child, except in the case of an emergency, any male employee shall be granted up to two (2) days unpaid leave at the time of the birth or adoption of his child. Personal business days may also be utilized for this purpose.

2. Child Rearing Leave

- a. Upon normal circumstances, the request for child rearing leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.
- b. The leave shall commence with the conclusion of the period of disability or the date the Administrator receives custody of an adopted child, whichever is applicable, and shall be granted, based upon the Administrator's request, for the remainder of the school year in which the leave was granted. An extension of said leave may be granted upon request.
- c. Administrators on child rearing leave shall notify the Superintendent of Schools prior to March 1st of their intent to return to work in September or the filing of a request for an extension to said leave.

B. Professional Association

A leave of absence for term of office without pay will be granted by the Board of Education upon request by a tenured Administrator who has been elected to serve in a full time office of a State or national professional education organization.

C. Scholarship Program

A leave of absence may be granted by the Board of Education upon request of up to one (1) year (unless otherwise provided by law) without pay to a tenured Administrator to participate in a Foreign Exchange Teaching Program under the Fulbright Act or any similar program.

D. Armed Forces

A leave of absence without pay may be granted by the Board of Education upon request of up to one (1) year (unless otherwise provided by law) without pay to a tenured Administrator who is serving in the Armed Forces of the United States in time of war or national emergency.

E. Illness in the Family

A leave of absence may be granted by the Board of Education upon request of up to one (1) year without pay to a tenured Administrator for the purpose of caring for a sick member of the Administrator's immediate family (spouse, child, parent, brother, sister, or other long term member of the immediate family.)

F. Legislative Leave

Tenured Administrators elected to the state legislature shall, upon request, be granted by the Board of Education a leave of absence without pay for the term(s) of his/her office.

G. Other Leave

A leave of absence may be granted upon request for up to one (1) year without pay to a tenured Administrator for good and sufficient reason.

H. Salary Credit

Upon a tenured Administrator's return from leave of absence granted pursuant to Sections B and C of this Article, the Administrator shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. An Administrator shall not receive increment credit of time spent on a leave of absence granted pursuant to Sections A, D, E, F, and G.

I. Benefits

All benefits to which an Administrator was entitled at the time at which his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and he/she shall be assigned to a position similar to the one held when said leave commenced or a position compatible with his/her training and certification, unless he/she does not have any re-employment rights in accordance with applicable tenure and seniority laws.

J. Extensions

All extensions or renewals of leaves of absences shall be applied for prior to March 1st and granted in writing if approved by the Board.

17. MISCELLANEOUS

A. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to Administrators covered by this Agreement as established by the administrative procedures and practices in force on said date, but excluding policy decisions made within the domain of the Board, shall continue to be so applicable during the terms of this Agreement. Nothing herein will release the Board from its responsibility to negotiate the impact of any change in terms and conditions of the collective bargaining agreement.

B. Separability

If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators is to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Job Descriptions

The Association agrees that all provisions and clauses of the job descriptions for Association positions as adopted by the Board on June 12, 2008 will apply hereafter. This shall in no way limit the powers and authority of the Board to make modifications to job descriptions or enact new job descriptions under the provisions of statute, code, and Board policy. Nothing herein will release the Board from its responsibility to negotiate the impact of any change in terms and conditions of the collective bargaining agreement.

18. WORK YEAR, HOLIDAYS, AND VACATIONS

A. Work Year and Holidays

All Administrators shall work a twelve (12) month year beginning July 1st and ending June 30th of each school year. Administrators will follow the same holiday schedule as set forth in the Board approved School Calendar for the fiscal year. Effective July 1, 2008, Administrators shall work two (2) additional days outside of the School Calendar, at the discretion of the individual Administrator. The Administrator's supervisor shall be informed.

B. Vacations

1. All Administrative positions accrue twenty (20) vacation days annually. Vacation days will be earned at the rate of 1/12 of the total allotment of days allowed per

month for each month of employment. Administrators who commence work after July 1st will have vacation earning prorated accordingly. Vacation leave that is earned during the current fiscal year is to be utilized during the immediate following fiscal year.

2. All vacation leave requests are subject to the review and approval of the Superintendent of Schools. In all cases, approval of the Superintendent shall not be unreasonably withheld. In the event of disapproval, the reason for disapproval shall be given to the Administrator in writing.
3. No vacations will be approved for the five (5) work day period immediately preceding the opening of school for staff in the fall, except under unusual circumstances. Upon written application, such requests may be granted at the sole discretion of the Superintendent of Schools and shall not be unreasonably denied. No more than three (3) days of vacation leave may be taken by personnel responsible for direct supervision of students or instructional programs when school is in session for students unless, under unusual circumstances, approved by the Superintendent of Schools.
4. An Administrator shall not be permitted to utilize accrued vacation leave to fulfill the termination notice requirement of his/her contract unless he/she requests and receives written permission to do so from the Superintendent of Schools. In no case shall vacation leave be utilized in this way without the expressed written consent of the Superintendent of Schools.
5. For any Administrator in good standing who has accrued leave time and is unable to utilize such time prior to the termination of employment except as approved in number 4 (above), the board shall compensate the Administrator for all unused accrued vacation leave.
6. For new Administrators to the Westwood Regional School District or for current employees who assume twelve (12) month Association positions, up to one half (1/2) of the total allotment of days that can be accrued for the subsequent year may be forwarded to the Administrator for use in the current school year. These days will be available to all such Administrators after one (1) month of continuous service to the district. A written request must be made to the Superintendent of Schools for use of all such days, with approval granted under the provisions noted above. Should an Administrator utilize such leave and then cease employment with the district, either through resignation, termination, or non-renewal, prior to the accumulation of an equal amount of vacation leave, the exiting Administrator's final paycheck will be reduced by a per diem amount equal to the deficit number of vacation days.

19. EVALUATIONS

Administrators shall be evaluated in accordance with applicable New Jersey Statute, Administrative Code, and Board Policy.

20. PROFESSIONAL GROWTH AND DEVELOPMENT

A. Professional Dues

The Board recognizes the importance of Administrators participating in professional organizations and associations. In keeping with this goal, the Board shall be responsible for the costs of dues associated with each Administrator joining one National, one State, and one local/regional association, not to exceed \$1,000 and subject to the prior approval of the Superintendent of Schools.

B. Professional Development

The Board recognizes the importance of encouraging the sustained growth and development of its Administrators. In keeping with this goal, the Board agrees to annually reimburse Administrators \$3,000 for attendance at conferences, workshops, college tuition, or other appropriate professional activities, including the dues for additional professional organizations not otherwise provided for immediately above. Attendance and/or reimbursement shall be subject to the prior approval of the Superintendent of Schools and shall be governed by applicable New Jersey Statute, Administrative Code, and Board Policy.

21. SALARIES

A. Salaries for all Administrators covered by this agreement are set forth in Schedule A attached hereto and made part hereof.

B. During the term of this Agreement:

1. Administrators not already on the last step of the guide or in an “off guide” position shall advance one (1) step on the salary guide each school year provided that they have worked a minimum of six (6) months and one (1) day during that school year.
2. Administrators on the last step of the guide will remain on the last step and shall receive the salary agreed to on the guide for the following year.
3. Administrators on the previously negotiated “off-guide” position will remain there and shall receive the salary agreed to on the guide for the following year. These individuals shall not be eligible for the longevity compensation as described below.

4. Administrators who have completed five (5) years of service as Administrators in the Westwood Regional School District shall receive \$1,000 in longevity compensation starting in year six (6) and in each subsequent year of service. Such compensation shall be considered as part of the Administrator's base salary for pension purposes.

22. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014, or until a Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than December 1, 2013.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon on this **9th day of June, 2011.**

Westwood Administrators Association

Westwood Regional Board of
Education

President

President

Secretary

Secretary

Schedule A

The Board and the Association agree to establish a separate salary schedule for each of the following Columns:

- I. Jr. /Sr. High School Principal
- II. Middle and Elementary School Principals
- III. Assistant Principals, Athletic Director/Supervisor of Health/P.E.
- IV. All Other Supervisors

Guide 2011-12				
Steps	I	II	III	IV
1	114,697	106,197	102,197	100,197
2	119,697	111,197	107,197	105,197
3	124,697	116,197	112,197	110,197
4	129,697	121,197	117,197	115,197
5	134,697	126,197	122,197	120,197
6	139,697	131,197	127,197	125,197
Off Guide*		145,797		

Guide 2012-13				
Steps	I	II	III	IV
1	115,079	106,579	102,579	100,579
2	120,079	111,579	107,579	105,579
3	125,079	116,579	112,579	110,579
4	130,079	121,579	117,579	115,579
5	135,079	126,579	122,579	120,579
6	140,079	131,579	127,579	125,579
Off Guide*		146,179		

Guide 2013-14				
Steps	I	II	III	IV
1	115,537	107,037	103,037	101,037
2	120,537	112,037	108,037	106,037
3	125,537	117,037	113,037	111,037
4	130,537	122,037	118,037	116,037
5	135,537	127,037	123,037	121,037
6	140,537	132,037	128,037	126,037
Off Guide*		146,637		

NOTE: The High School Principal shall receive an additional \$4000 per year, the Middle School Principal and High School Assistant Principal(s) shall receive an additional \$2000 per year in pensionable base salary added to the amount above.