

A G R E E M E N T

between

**INDEPENDENT SCHOOL DISTRICT NO. 2142
ST. LOUIS COUNTY, MINNESOTA**

and

DISTRICT NO. 2142 PRINCIPALS' ASSOCIATION

for

JULY 1, 2021 – JUNE 30, 2023

**PRINCIPALS' CONTRACT
2021-2023**

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PRINCIPALS' CONTRACT

2021 – 2023

ARTICLE I RECOGNITION

Section 1 The School District recognizes the District No. 2142 Principals' Association as the exclusive bargaining representative for all Principals, defined as all employees of Independent School District No. 2142, Virginia, Minnesota who are licensed by the State Department of Education as Principals or Assistant Principals, who are employed for more than 14 hours per week and for more than 100 work days per year, and who devote 50% or more of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours, and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting terms and conditions of employment of member of Principals' Association, or matters affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

ARTICLE II SCHOOL DISTRICT AND ASSOCIATION RIGHTS

Section 1 School District Rights
It shall be the responsibility of all administrators covered by this Agreement to discharge their responsibilities to the Board of Education and the faculty and students of the school system in a manner which exemplifies the fullest professional concern for the clientele and educational program of the School District. It shall be the responsibility of all the Principals to be informed on School District affairs so that the Board of Education may have the benefit of their professional recommendations concerning the decisions the Board has or shall have before them. To this end, the Board shall keep the Principals informed by providing agendas prior to, and printed minutes subsequent to, the Board of Education meetings as prepared by the Superintendent's office, special reports as may be available, by utilizing the expertise that may be provided by the Principal representative attending the Board meeting, and to the best of the School District's ability.

Section 2 Validity of Conformity to Law Clause
If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law; all other provisions of the Agreement shall continue in effect. The School District and the Association shall meet to negotiate any clause to replace any provision determined to be invalid by any court of competent jurisdiction or statutory interpretations therein.

ARTICLE III JOB POSTING

Section 1 When a vacancy or newly created position occurs in an administrative area in the District, notice of each vacancy will be mailed to the President of the Association. All newly created Principal positions within this unit shall be created by the Board of

Education; however, salaries shall be negotiated within the bargaining unit. The Board may reassign Principals in the District in the interest of the District, but shall make every effort to avoid undue hardship by such transfer or reassignment. For vacancies that occur during the school summer recess, interested persons may contact the Superintendent. The selection shall be made from all qualified applicants. A two (2) week waiting period must have transpired from the date of the postmark on the letter sent from the Superintendent to the President of the exclusive bargaining representative before consideration is given to any applicant from outside the District. All positions such as, but not limited to, special project Principals and/or Directors of programs funded by the Federal or State governments, supervisory, administrative or specialist positions, shall be subject to this section.

Section 2 Probationary Period

All Principals new to a Principal position in the district shall be required to serve a minimum two (2) year probationary period prior to tenure consideration. Prior tenure in a Minnesota school district, or prior tenure in any other district bargaining unit shall be without standing. Principals new to a Principal position who have not been previously tenured in a Minnesota school district shall be required to serve three (3) years of probation prior to tenure consideration.

ARTICLE IV TRANSFERS

Section 1 Should an involuntary transfer become necessary, the administrator and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by a Principal as a result of the aforementioned transfer if said transfer is within the contract year. Voluntary transfer requests and requests to return to the classroom shall be made in writing to the Superintendent, and the Superintendent shall consider said requests whenever an opening is available.

ARTICLE V LEAVES OF ABSENCE

Section 1 Serious Illness and Funeral Leave

The Principal shall be allowed sick leave for illness in the immediate family. Such leave shall be deducted from the accumulated sick leave. Immediate family is defined as the Principal's spouse, child, stepchild, parents, grandparents, brother, sister, spouse's parents, grandparents, brother, sister, or other relative living in the same household as the Principal. The School District may require verification by a doctor. Each Principal shall be allowed up to five (5) days for funeral leave for the death of an immediate family member. Two (2) additional days for travel or unforeseen circumstances may be requested from the Superintendent. Immediate family is defined as the Principal's spouse, child, stepchild, parents, grandparents, grandchild, brother, sister, spouse's parents, grandparents, brother, sister, or other relative living in the same household as the Principal. The Principal may be granted the above leave for other close relatives as agreed upon between the Principal and the Superintendent, but the days will not count toward the total days worked for the year.

Section 2 Exchange Principal Leave

A leave of absence of one (1) year shall be granted by the District to any Principal upon application and recommendation by the Superintendent for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries.

Section 3 Court Appearances

A Principal called to give testimony before any judicial or administrative tribunal shall be granted leave of one (1) day for performance of such obligation. Additional days may be requested from the Superintendent. Allowance for such days shall be at the Superintendent's discretion.

Section 4 Military Leave

Military leave shall be granted pursuant to applicable laws.

Section 5 Maternity Leave

The District will grant maternity / parental leave to any Principal who makes advance written application for such leave and will generally commence following the birth or adoption of a child. The maximum maternity / parental leave is one (1) calendar year. Principal may, but is not required to, use accumulated sick leave. Following childbirth and upon signifying her / his intent to return to work within the leave period, said Principal shall be placed at the same position on the same salary schedule, maintain tenure and the right to full benefits as provided for in this contract. Principal must notify the Superintendent, in writing, of her / his intention to return to work.

Leave under this article shall be approved in accordance with, and considered to be accrued under the terms and conditions of, the Family Medical Leave Act (FMLA) and Minnesota Parental Leave Act commencing with the first day of such leave.

Section 6 Sabbatical Leave

The School District may allow sabbatical leave for one (1) Principal per year. Sabbatical leaves will be considered for tenured Principals who have served in the District for seven (7) years or more as a full-time Principal. Interested Principals must apply on or before March 31 of the year in which such leave is to begin. They must present a planned program that meets the approval of the School District. The administration will consider applicants on their merits and seniority. Payment for sabbatical leave shall be \$15,000 for one (1) Principal paid by regular payroll during the sabbatical leave. The leave shall be without fringe benefits. The Principal shall have the right to participate in the District insurance programs by paying for the group premium rate for said insurances. A Principal shall return from a sabbatical leave for a least one (1) year of service to the School District unless mutually agreed otherwise by the Principal and the School District. Any Principal who has been granted sabbatical leave shall retain all tenure and seniority rights in the District. Sabbaticals will only be given if the program of study applies to present or future Principal assignments as determined by the School District.

Section 7 Personal Leave

Each Principal will be allowed three (3) personal leave days during the school year. If any Principal needs more than three (3) days, prior approval of the Superintendent is necessary. Three (3) flex days may be used during the school year, after the available personal leave days are utilized first. Personal leave may accumulate to six (6) personal days, of which no more than three (3) days may be used in succession. Unused personal

leave days may, at the Principal's option, be sold back to the District at 80% of the Principal's rate of pay.

Section 8

Sick Leave

At the beginning of each school year, each Principal employed on a ten-month basis will be credited with eighteen (18) days of sick leave allowance to be used for absences caused by illness, physical disability, or the need for periodic or ongoing dental, medical, or psychological examinations and/or treatment. A Principal in the School District shall be permitted to utilize the annual eighteen (18) days accrual in advance of accrual if he/she has performed his/her duties for at least five (5) working days. In the event that such sick days are utilized prior to the earning thereof, such days will be deducted from future accumulations. In the event that a Principal who has been permitted to utilize sick leave in advance of accrual under these provisions should leave the employ of the School District, he/she shall be liable to the School District for any sick leave pay advanced beyond his/her earned accrual. The unused portion of such allowance is accumulated from year to year up to a maximum of 125 days. The District shall furnish to each Principal, upon his/her request, a written statement setting forth the total of sick leave credit. A Principal who is unable to serve because of personal illness or disability and who has exhausted all accumulated paid sick leave available shall be granted an additional leave of absence, without pay, for the duration of such illness and disability up to the end of the school year in which said sickness occurs; and the leave may be renewed each year upon written request by the Principal who is absent due to injury or illness, but said additional leave shall be at the Board's discretion. Sick leave benefits will include payment for extracurricular activities which are not paid on an hourly basis. The District shall pay to any Principal who is absent due to injury or illness incurred during the course of the Principal's employment and who is eligible for benefits under the Minnesota Workmen's Compensation Act the difference between the Principal's salary and benefits received under the Minnesota Workmen's Compensation Act. ~~Said payment will be deducted proportionally from accumulated sick leave, and~~ such payment will continue only until the Principal's accumulated sick leave is exhausted.

Subd. 1 Principals will carry all accumulated sick leave earned in another District 2142 unit into this contract upon being assigned to a position covered by this contract.

Section 9

Voluntary Contributions

In the event that a Principal exhausts his/her total accumulated sick leave days, additional days may be solicited from other Principals on a voluntary basis. The Board may, in its discretion, grant sick leave beyond the Principal's accrual in special circumstances.

Section 10

Other Leaves

The recitation of the above leaves shall not be construed as limiting the District's power and authority to grant other leaves of absence under such terms and conditions as the District in its discretion may find necessary. Examples of this type of leave would be adoption leave, political office leave, Principal organization officer, health reasons, etc.

ARTICLE VI INSURANCES

Section 1 Selection

The selection of the insurance carriers and policies shall be made by the School District as provided by law.

Employer and employees and eligible retirees assent to and ratify the appointment of the trustee and plan administrator for the available plan(s).

Section 2 Eligibility

New employees to the School District shall be eligible for insurance coverage on the first of the month following their date of hire.

All benefits are based on 1.0 FTE. Benefits will be prorated for employees less than 1.0 FTE.

Section 3 Health Insurance

Subd. 1 Employer shall make available a health plan to all qualified bargaining unit members and eligible retirees who elect to participate in the same.

With respect to all employee covered by the Agreement who are qualified to participate and are enrolled in the employer's approved health insurance plan sponsored by Minnesota Public Employees Insurance Program (PEIP). Employer shall contribute to the premium, on a proration basis as described in Section 2 of this Article, an amount of 87.5% of the monthly premium cost for single or family group health coverage under the Advantage (High) plan; 90% of the monthly premium cost for single or family group health coverage under the Value plan; 92.5% of the monthly premium cost for single or family group health coverage under the HSA compatible (high deductible) health plan.

Subd. 2 Benefits provided through the HSA compatible (high deductible) plan: Employer shall provide a Voluntary Employee Beneficiary Association (VEBA) account for active employees enrolled in the HSA compatible (high deductible) health plan. It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

Employer will make annual contributions to individual VEBA accounts for qualified employees enrolled in coverage under the PEIP HSA compatible (high deductible) health plan. An annual amount of \$1,500 for individuals electing single coverage, or \$3,000 for individuals electing family coverage.

The contribution shall be applied in two (2) equal installments of \$750 for single or \$1,500 for family coverage on January 1 and July 1 of the employee's service year. The total contribution for a participant shall be on a proration basis as described in Section 2 of this Article, and will, in no event, exceed the contribution to which employee was originally entitle to for that year.

If an eligible employee enters the HSA compatible (high deductible) plan on a date after the first day of the VEBA plan year (January 1), the employer shall prorate the amount of

the contribution to reflect the late entry.

If the employer maintains a Flexible Spending Account (FSA) plan, the employer will specify in the Adoption Agreement, for the VEBA plan, that eligible health expenses will be paid from the FSA plan first until funds are exhausted, and from the VEBA account second.

All VEBA contributions on behalf of a plan participant shall cease on the date the participant is no longer covered under the PEIP HSA compatible (high deductible) health plan.

Subd. 3 Payment of Administrative Fees – VEBA Accounts: Administrative fees allocable to individual VEBA accounts of active employees who are active participants in the HSA Compatible (high deductible) shall be paid by the Employer. Administrative fees allocable to individual accounts of active employees who have changed coverage so they are no longer entitled to employer contributions to a VEBA, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from the account.

If the VEBA Plan is terminated, or if employer contributions cease by agreement between the parties, administrative fees shall be paid by the Employer.

Section 4 Dental Insurance
The School District shall make available single dental insurance benefits at no cost to the Employee. Employees will have the option to obtain family dental coverage, with the premium for the difference between single and family coverage being 100% the employee's responsibility.

Section 5 Long Term Disability Insurance
Principals shall be covered by the School District's long term disability insurance plan. The premium for this insurance will be paid by the School District.

Section 6 Life Insurance
The School District shall provide a term life insurance policy in the amount of \$200,000.00 payable to the employee's designated beneficiary, at no cost to the employee. Principals may choose their plan as long as there is no additional cost to the School District.

Section 7 Vandalism Insurance Fund
The District shall contribute \$2500 toward a vandalism insurance fund for the purpose of reimbursing Principals for damage to their personal vehicles not otherwise covered by insurance. To be reimbursable, such damage must occur while Principals are attending functions of, or performing duties for, the School District or be directly linked to school action. Should the amount of claims exceed the amount contained in the fund in any given year, the amount paid to all claimants that year shall be prorated. The maximum amount paid on any individual claim shall be \$250. This fund shall be administered by the Exclusive Representative.

Section 8 **Liability Insurance**
Liability insurance will be provided by the School District with errors and omissions coverage.

ARTICLE VII RETIREMENT BENEFITS

Section 1 **Advance Notice Incentive**
Qualifying Principals who provide the District with a two-year irrevocable notice of retirement shall receive \$12,000 payable to the retiring Principal's Post-Retirement Health Care Savings Plan.

Section 2 **403(b) Retirement Plan**
The school district will contribute a 403(b) match for each Principal opting to participate in the 403(b) plan. The Employer contribution will be determined by the Principal's years of service as follows: 1-4 years of service = \$3000/year match, 5-9 years of service = \$4000/year match, and 10+ years of service = \$4,500/year match. Subsequent to enrolling in the 403(b) plan, the Principal shall have the opportunity to alter his or her level of participation by notifying the personnel/payroll office, in writing, by June 15 and December 15. Total career contribution by the school district shall not exceed \$55,000 for each Principal.

Section 3 **Retirement Medical Insurance**
The District will provide two (2) years of free single medical coverage upon retirement.

ARTICLE VIII FLEXIBLE BENEFIT PLAN

Section 1 The School District shall offer a Flexible Benefit Plan. Bid specifications by the School District will state that the cost of administration of the plan must be taken from School District savings created by the plan.

ARTICLE IX WORKSHOPS

Section 1 Each Principal covered by this contract shall be allowed \$400 each year to attend professional workshops, conferences, and state association conventions. Additional amounts must be approved by the Superintendent if he/she feels the additional amount shall benefit the District. Prevailing per diem rates apply.

ARTICLE X NATIONAL CONVENTIONS

Section 1 Two (2) Principals, who are working as building Principals, shall be allowed to attend a national education convention each year at the expense of the District. The School District will also pay the cost of the national dues for the two designated Principals. Other Principals may attend at their own expense, with District approval. A rotation will be established by the Principals' Association, with the Superintendent's approval, to determine which members will attend. The rotation must be completed or each Principal waived his/her turn before the rotation begins again. This shall include lodging, registration, transportation, parking fees, and per diem at the prevailing rate. The District will pay the actual cost of the convention. It is the responsibility of the Association member to provide necessary documentation before reimbursement can be

made. The Association member must receive prior approval for out-of-state travel from the Board.

ARTICLE XI TRAVEL

Section 1 Reimbursement will be made by the School District for authorized Principal travel as follows: Automobile travel for Principals using their own vehicles for School District business will be at the rate established by the IRS for each year.

ARTICLE XII ADDITIONAL EDUCATION

Section 1 Reimbursement for education credits will be based on a pro-rata amount not to exceed \$3,500 for the Principals' Association for books and tuition. However, evidence must be provided by the individual seeking reimbursement that the proration does not exceed the actual cost per credit presented by the various Principals. Reimbursement cannot be made until the total number of Principals attending school during the period of September 1 to August 31 has been determined in each year. The credits earned must be applicable to the Principal's assignment and must have prior approval of the Superintendent.

ARTICLE XIII RESIGNATIONS AND ASSIGNMENTS

Section 1 Every effort will be made to have all duties and assignments of individual Principals for the coming academic year mailed to the Principals on or before June 15. Principals' resignations will be accepted up to July 15 of each year.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1 Definition of Grievance
A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this contract or that an employee has been treated inequitably or that there exists a condition which jeopardizes employee health or safety.

Section 2 Failure to Appeal
Failure at any step of the procedure to appeal the grievance to the next step shall be deemed to be acceptance of the decision rendered at that step.

Section 3 Rights of Representation
The District No. 2142 Principals' Association shall represent all Principals covered by this Agreement regardless of membership. The Principals' Association shall be permitted to be heard at each level of the procedures under the grievance to be considered.

Section 4 Levels of Grievance Procedure

Subd. 1 Level One: If a Principal or a group of Principals believe there has been a violation or misinterpretation of the Agreement or that such person or persons identified above has been treated unfairly, he/she/they shall

present the matter to the Superintendent who shall, within ten (10) working days, set up a meeting with the aggrieved and the Association representative and submit his/her written answer to the Association representative and the aggrieved within five (5) working days thereafter. Failure to meet this fifteen (15) day limitation automatically settles the grievance in favor of the aggrieved.

Subd. 2 Level Two: If the grievance has not been resolved at Level One, it shall be presented to the District No. 2142 School Board or its representative within thirty (30) calendar days after the Level One time period has expired. The School Board shall meet with the Association to discuss the matter and arrive at a solution, which must be submitted in writing to the Association representative and the aggrieved within ten (10) working days after the hearing. Failure to meet the time limitation automatically settles the grievance in favor of the aggrieved. Time limits may be extended by mutual consent.

Subd. 3 Level Three: At this point, either party may request the Bureau of Mediation Services to attempt to resolve the dispute. If, within one month, the mediation has not resolved the grievance, the grievant may proceed to Step Four, unless by mutual agreement time limits are changed.

Subd. 4 Level Four: If no solution has been reached at this point, the Superintendent and the aggrieved party will attempt to select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If no such agreement has been reached within five (5) working days, a request of a list of five names from the Director of the Bureau of Mediation Services, State of Minnesota, will be made. The parties shall alternately strike names from the list until only one name remains, who shall be the arbitrator to hear and decide the solution to the grievance. The School Board representative shall strike the first name.

- a. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons they may designate, and the parties shall have the right to a hearing at which time both parties will have opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.
- b. Decision: The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him/her shall be final and binding upon the parties.
- c. Expenses: All expenses of the arbitrator shall be borne equally by the parties involved.

- d. Jurisdiction: The arbitrator shall have no jurisdiction to delete, change, or add to the contract and must arbitrate only the grievance before it.

ARTICLE XV STRIKE PROCEDURE

Section 1 Procedures for Principals' duties during strikes of the other District employees shall be outlined in the administrative handbook. In no event will the compensation for an Association member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees. Should the school year be extended or time made up due to a strike or work stoppage of other employees, Association members will receive compensation on a per diem basis or compensatory days off for additional assignments beyond their contract year as determined by the administration.

ARTICLE XVI MEET AND CONFER

Section 1 The Board of Education and the Association shall meet to discuss mutual concerns.

ARTICLE XVII PROFESSIONAL DUES

Section 1 The School District will pay the State Professional Dues of all elementary, secondary, and K-12 Principals.

ARTICLE XVIII SALARIES

Section 1 Payment of Salaries
Principals' salary checks will be paid at the same time as other District employees receive their checks.

Section 2 K-12 Principals, Elementary and Assistant Principals.
K-12 Principal salaries, Elementary and Assistant Principal salaries shall be as stated in Appendix B of this Agreement.

Section 3 Required Work Days and Work Load
Days worked will be determined by the work load and needs of the individual school site. These days will be agreed upon between the building Principal and the Superintendent, and all days worked will be recorded with the District Office. Should additional duty days be assigned by the Superintendent, these additional days shall be compensated at the per day contract rate.

Section 4 Withholding of Salary Increase
A salary increase may be withheld for any Principal for cause. Just cause procedure shall include, but not be limited to, the following components: formal notice of deficiency, opportunity to remediate the deficiency, formal evaluation based upon documentation of deficiency and effects of efforts toward remediation. Salary increases withheld in accord with this section may be restored to the Principal should subsequent performance be judged to have improved to those standards acceptable to the District, and as evaluated by the Superintendent.

ARTICLE XIX TERMS OF AGREEMENT


Section 1. This Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2021, or until a new contract is mutually agreed upon. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall give written notice of its desire to terminate, modify, or amend this Agreement. Such notice shall be given the other party in writing before April 30, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:


For: DISTRICT NO. 2142 PRINCIPALS'
 ASSOCIATION



President



Negotiations Committee Member



Negotiations Committee Member

Date _____

Contract terms accepted 27th day of July 2021

FOR: ST. LOUIS COUNTY SCHOOLS ISD 2142



Chairperson



Clerk



Superintendent and Chief Negotiator

Date July 27, 2021

Contract approved July 27, 2021.

APPENDIX A

The School District and Principals' Association agree that M.S. 125.12, Subd. 6b, or its successor statute, will be used in case of an unrequested leave of absence. All Principals maintain seniority rights from the date of continuous service with Independent School District No. 2142. Furthermore, the first day of continuous service to the School District as a Principal will be used for determining the seniority date for positions described and covered by this agreement. The parties recognize that this agreement in no way removes employee rights under the law to positions covered by the scope of the definition of "teacher" in the law. The first day of continuous service as a Principal in the District, as recognized by the Association and the School District, are as follows:

<u>K-12 PRINCIPAL</u>	<u>DATE</u>
Andrew Bernard	07-01-2014
Kelly Engman	07-01-2014
John Vukmanich	07-01-2016
Michael Johnson	07-01-2017

<u>ELEMENTARY PRINCIPAL</u>	<u>DATE</u>
John Jirik	07-01-2020

APPENDIX B

Salaries

All salaries apply to full-time licensed Principals, for 219 days of service.

2021-2022	Step 1	100,809.38
	Step 2	105,009.79
	Step 3	113,410.56
2022-2023	Step 1	104,337.71
	Step 2	108,685.13
	Step 3	117,379.93

2021 –		
2023	Stipend for supervising Dean of Students at a remote site. Per semester	\$ 2,500.00

All salaries apply to full-time licensed Assistant Principals, for 190 days of service.

2021-2022	Step 1	84,262.56
	Step 2	88,475.70
	Step 3	92,688.81
2022-2023	Step 1	87,211.75
	Step 2	91,572.35
	Step 3	95,932.92

All salaries apply to full-time licensed Elementary Principals, for 190 days of service.

2021-2022	Step 1	84,262.56
	Step 2	88,475.70
	Step 3	92,688.81
2022-2023	Step 1	87,211.75
	Step 2	91,572.35
	Step 3	95,932.92

