

PRINCIPALS COLLECTIVE BARGAINING AGREEMENT

INDEPENDENT SCHOOL DISTRICT #882
AND MONTICELLO PUBLIC SCHOOLS PRINCIPALS' ASSOCIATION

Effective Dates: July 1, 2024 – June 30, 2026

PRINCIPAL MASTER AGREEMENT

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**ARTICLE I
PURPOSE**

Section 1. Parties:

This agreement is entered into between Independent School District #882, Monticello, Minnesota, hereinafter referred to as the School District, and the Monticello Principals' Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Principals during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the P.E.L.R.A., the School District recognizes the Monticello Principals Association as the exclusive representative of Principals employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit:

The exclusive representative shall represent all the Principals of the School District as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of a School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Principal Defined:

The term "Principal" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota as a Principal and who devote more than fifty percent (50%) of their time to such administrative and supervisory duties, excluding the following: superintendent, assistant superintendent, confidential employees, supervisory employees, essential employees, part-time employees

whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, emergency employees and all other employees.

Section 3. School District Defined:

For purposes of administering this Agreement, the term "School District" shall mean the Board of Education or its designated representative.

Section 4. Principal or Employee Defined:

Reference to "Principal" in this Agreement shall mean Principals and Assistant Principals except in those cases where there is a clear distinction between the two positions. Reference to "employee" in this Agreement shall mean a member of the appropriate unit.

Section 5. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Policy:

The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by the School District rules, regulations, directives, and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

**ARTICLE V
EXPENSES NOT COVERED BY INSURANCE**

The School District shall pay up to five hundred dollars (\$500.00) for medical, dental or optometry expenses not covered by insurance. Covered expenses include services intended to promote health such as additional vaccinations, chiropractic services, massage etc. Claims must be submitted to the District Office for approval and payment, submit by September 1 for the previous year. This benefit will sunset effective June 30, 2025.

Effective July 1, 2025, the School District has added five hundred dollars (\$500.00) to the base of Schedule B in lieu of medical, dental or optometry expenses not covered by insurance.

**ARTICLE VI
LEAVES OF ABSENCE**

Section 1. Sick Leave:

All full-time Principals shall earn sick leave at the rate of twenty (20) days annually [pro-rated for eleven (11) and ten (10) month Principals].

Unused sick leave days may accumulate to a maximum credit of one hundred fifty (150) days of sick leave per Principal. Sick leave with pay shall be allowed by the School District whenever the Principal's absence is found to have been due to personal illness which prevented their attendance at school and performance of duties on that day or days.

The School District may require a Principal to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of the Principal for sick leave is reserved to the School District.

In the event that a medical certificate will be required, the Principal will be so advised.

Principals may use sick leave to cover absences due to death or crisis in the immediate family, as defined in State Statute.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the Principal.

If a Principal is absent more days than their accumulated sick leave, they will have deductions from their salary at the rate of 1/234th [prorated for ten (10) and eleven (11) month Principal

positions] of the academic salary for days in excess of accumulated sick leave. Absence for less than one (1) day shall be prorated at the same rate.

Section 2. Personal Leave:

Subd. 1. Principals shall be entitled to take up to three (3) days per contract year for paid personal leave, to be used with discretion for matters of a personal nature that need to be attended to during the workday. Personal leave shall not be accumulated from one year to the next. Application is to be done in a timely manner to the Superintendent. The Superintendent or designee reserves the right to deny personal leave.

Subd. 2. All Principals will be allowed to take up to two (2) additional personal days once every four (4) years in exchange for twenty (20) accrued sick days. Principals without twenty (20) accrued sick days at the time of the exchange request will not be allowed to utilize this provision.

Section 3. Crisis Leave:

Subd. 1. Principals may use up to five (5) days of sick leave to cover absences due to death or crisis in the immediate family. At the end of these five (5) days, the Superintendent may, at the request of the Principal, consider whether additional time may be allowed under this provision. Crisis is interpreted as a rare, short term, unusual event or emergency such as but not limited to, serious injury or illness, natural disaster or fire.

Immediate family shall include the following: husband, wife, children, stepchildren and any relative of whom the employee is the legal custodial guardian, sisters, brothers, parents, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandchildren, grandparents and all significant other individuals mutually agreed upon by the administration.

Section 4. Jury Duty Leave:

Principals will turn over to the School District jury duty pay during the Principal contract work year and be given full compensation for the time served on jury duty.

Section 5. Funeral Leave:

Principals will be granted a total of four (4) days non-accumulative as funeral leave per year. These days will be granted upon request to the Superintendent.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Contribution: The School District shall pay the full premium for coverage for each full-time Principal employed by the School District, and their dependents who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Eligibility: A Principal is eligible for School District contribution as provided in this Article as long as the Principal is employed by the School District. The School District contribution towards hospitalization insurance will be paid by the School District if the Principal, covered under this agreement, retires from the School District. If the Principal obtains other employment and, therefore, can obtain hospitalization benefits through another employer, this contribution will also cease. Coverage by the School District will continue for a maximum of ten (10) years or until the Principal is eligible for Medicare coverage, whichever comes first except for the aforementioned conditions. The Principal must retire in good standing in order to qualify for this health insurance provision.

If the spouse can obtain health insurance with another employer, the School District will provide an individual policy for the retired School District employee. Should the spouse cease employment, that spouse will be enrolled into the retiree's plan with appropriate notice to the School District within thirty (30) days of the qualifying event, and the School District will pay for the family plan. Additionally, coverage for the spouse will cease once the spouse becomes eligible for Medicare.

If an employee of the School District is hired into the Principal role and is eligible for retiree health insurance coverage for a maximum of ten (10) years or until Medicare age under their current employment contract with the School District, the employee will retain this eligibility upon entering the Principal group.

Subd. 5. Health Retirement Account. All Principals hired after July 1, 2011, shall not be eligible for the retiree health insurance coverage in Article VII, Section 1, Subd. 4 of the Master Agreement. Such Principals shall only be eligible to participate in a Health Reimbursement Account.

Any full-time Principal hired after July 1, 2011, and who has completed ten (10) years of full-time continuous service as a Principal with the School District shall be determined as vested for an HRA. Newly hired Principals may be credited up to five (5) years of service as a Principal to meet the ten (10) year requirement for the HRA benefit. A full year of service will be credited to the Principal if they complete a full school year of 170 days or more in the contract year. The annual contribution shall be into a HRA account, designated by the Monticello Insurance Committee, beginning in a person's sixth (6th) year of employment in the School District, and according to the following matrix:

Year	School District Contribution
6	\$30,000
7 - 20	\$5,260

This pattern shall continue until a person severs employment from the School District.

Contributions into the account shall be made annually on July 15th following the school year and will be prorated on actual service if service is less than one (1) contract year.

Subd. 6. Contract Language Survey regarding health insurance language. In the event this contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties in order to eliminate or reduce penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Administrator's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e. a retirement HRA, salary, etc.) as agreed upon between the parties.

Subd. 7. Health Savings

The School District contribution will be as follows:

Single Policy: 100% of the difference between HSA premium and the CMM premium

Family Policy: 100% of the difference between HSA premium and the CMM premium

Section 2. Disability Insurance:

The School District shall provide, at School District expense, long and short-term disability coverage for the Principal in the School District's group plan. The coverage will be equal to sixty-six percent (66%) of the Principal's regular salary after the elimination period stated in the insurance policy.

Section 3. Term Life Insurance:

The School District shall pay the entire premium for term life insurance for each full-time Principal employed by the School District who qualifies for and is enrolled in the School District and administrative term life insurance plan. Such plan will be in the amount of \$100,000

coverage per Principal. Principals may purchase an additional amount of insurance at their own expense.

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

Section 4. Dental Insurance:

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

The School District shall pay the full premium for dental coverage for a full-time Principal employed by the School District and their dependents who qualify for and are enrolled in the School District group dental plan.

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

A Principal is eligible for School District contribution as provided in the Article as long as the Principal is employed by the School District. Upon retirement from the School District, dental insurance at School District expense will be continued as a fringe benefit for a maximum of ten (10) years or until the employee reaches Medicare eligibility, whichever comes first.

Benefits provided in this Article are designed for full-time personnel and shall not apply to part-time personnel.

**ARTICLE VIII
APPROVED MILEAGE ALLOWANCE**

The School District shall pay the IRS mileage rate for business use of the Principal's private automobile, pursuant to Minnesota Statute.

**ARTICLE IX
PROFESSIONAL DUES**

The School District shall contribute the entire amount of a Principal's dues to the Board of School Administrators (BoSA) and the individual principal's State and National organizations. The contribution will be made on a yearly basis upon the request of the Principal. Such payment in full shall be made directly to the association by the District Office, according to the request by each Principal.

**ARTICLE X
PROFESSIONAL DEVELOPMENT**

Section 1. National Conventions:

All Principals must apply in advance to the Board of Education for approval to attend a national convention. The Board reserves the right to approve or reject such requests as they see fit. The School District will pay up to \$3,000 in expenses for each Principal attending national conventions and conferences. Travel arrangements and convention registration must be made three months prior to the convention date. Principals shall be permitted to attend National Conventions once every three (3) years. In the event the Principal's request to attend a national convention is rejected by the Board of Education, that Principal will retain priority consideration for attending a convention in a future year. The Principal shall report to the School Board relative to all meetings and conferences attended. The Principal shall file itemized expense statements to be processed and approved as provided by law.

Principals may be permitted to attend seminars and conferences at their own expense in years when they are not scheduled to attend a national convention.

Section 2. University of Minnesota Principal Academy Stipend:

For Principals enrolled in the University of Minnesota Principal Academy, the School District shall provide for the cost of the program along with coverage of Principal duties on program dates when absent as determined by the School District. Upon submission of a certificate of successful completion of the Academy, the School District shall provide a one-time stipend of \$2,000 payable July 15. Principals completing the Academy shall not be eligible to attend a National Conference for a period of three (3) years.

Section 3. Periods of Ineligibility:

Periods of ineligibility for Section 1 and Section 2 of this Article, if overlapping, shall be completed consecutively, not concurrently.

**ARTICLE XI
CELL PHONE FOR BUSINESS USE**

Each Principal must have a cellular phone available for school business. They may choose to use the School District Maintained Program, where the School District will provide their phone, or they may choose to use their personal cell phone and be reimbursed up to \$75.00 per month (\$900.00 annually) for reimbursement toward their individual plan. Principals are to provide their cellular phone number to their office staff and the Superintendent. Principals must have their cellular phone with them when away from their school building during school hours or at school related events.

It is understood by the parties that certain data related to the cellular phone designated by the administrator for school business use may be classified as "government data" as the term is defined in Minn. Stat. § 13.02, subd. 7 and that such data may be subject to the School District's obligation to make and preserve records under Minn. Stat. § 15.17 and Minn. Stat. § 138.17.

**ARTICLE XII
VACATION**

All Principals shall be granted twenty-four (24) days of annual paid vacation each contract year [pro-rated for ten (10) and eleven (11) month Principals]. Unused vacation must be taken within six (6) months after the end of the contract year in which it is earned. All requests for Principal's vacations should be submitted to the Superintendent of Schools or designee. The request should be made within a reasonable time prior to the anticipated vacation. Only in extreme emergencies shall Principals from the same administrative level be gone on vacation simultaneously.

Upon voluntary separation from employment with the School District, the Principal shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Principal is involuntarily terminated, they shall not be entitled to unused earned and accrued vacation days. The payment shall be made in a separate check payable to the Principal in the month following their retirement effective date, subject to applicable law, that is wholly and solely funded by the vacation pay established by this section. In the event the Principal's employment ends before June 30th of the contract year, however, the number of vacation days earned for that contract year shall be prorated based upon the proportion of the contract year actually worked by the Principal [e.g., if the Principal works six (6) months, they would be entitled to twelve (12) vacation days for the contract year].

**ARTICLE XIII
PROCEDURE DURING A WORK STOPPAGE**

It shall be the expectation of the School District that all Principals will remain on the job before, during and immediately following a work stoppage by any group of School District employees. All requests for convention attendance, workshop and seminar attendance and use of vacation time shall be automatically canceled until further notice from the Superintendent of Schools.

**ARTICLE XIV
SEVERANCE PAY**

A Principal, with a minimum of ten (10) years of service to the School District, who leaves the employment of the School District for any reason, including disability or death, shall be paid severance pay in an amount equal to eight (8) days of pay for each year of employment as a Principal in the School District, up to a maximum of one hundred six (106) days of pay. Daily rate is the current year's annual salary divided by two hundred thirty-two (232) days for twelve (12) month Principals [prorated for ten (10) and eleven (11) month Principals]. The total amount of severance pay shall be paid into the retiree's 403(b) account, per IRS regulations, on the last day of the month in which employment ceases. In the event of the Principal's death, it shall be paid to the Principal's named beneficiary, or if there is none, to the Principal's estate. The value of

the School District matching contribution in Article XV will be deducted from the calculated value of severance pay, outlined in this article.

ARTICLE XV DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Contribution Amount:

The School District shall contribute annually an amount equal to the amount contributed by the employee subject to a \$2,500.00 match. The School District matching contribution will not exceed a lifetime contribution cap of the value of severance pay, outlined in Article XIV above. Upon retirement of the Principal, the total amount of the School District matching contribution to the Principal's matching account shall be deducted from any severance calculated under this Agreement.

The School District's matching contribution will be dollar-for-dollar as required under State law, up to the annual maximum match set forth above, subject to the maximum career School District contribution as set out above. The Principal may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated thereunder. If the Building Principal/Assistant Principal contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 2. Approved Plans:

The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 3. Intent to Participate/Enrollment Period:

By September 8 of the academic year, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed Salary Reduction form to the payroll office.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 4. Discontinuance of Service:

Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 5. Portfolio Management:

The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

Section 6. Hold Harmless Provisions:

Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax, or investment advice by the School District.

The School District has neither reviewed nor approved any investment programs that the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

**ARTICLE XVI
NOTICE OF RETIREMENT**

Any Principal planning to request retirement must give the School District written notice by July 1 of their intent not to return to administrative duties in the fall of that year.

**ARTICLE XVII
SALARY SCHEDULE**

Section 1. Placement of New Employees

Upon hire, the principal's initial annual salary shall be as agreed between the School District and the principal.

Section 2. Salary:

Schedule A reflects the salary steps for 2024-25. Schedule B reflects the salary steps for 2025-26.

Section 3. Movement of Principal Within School District:

In the event that a Principal employed in the School District should change level within the School District (i.e., movement from middle school to elementary level), placement on the salary schedule shall be negotiated on an individual basis.

**ARTICLE XVIII
LONGEVITY PAY**

The Board of Education will annually pay a longevity step in the amount of \$2,000.00 to each member of the Principals' Association who has completed five (5) full years of service to the School District. This amount will increase to \$2,500.00 after ten (10) full years of service to the School District. After fifteen (15) full years of service to the School District, the longevity step will be increased to \$3,000.00. A full year of service will be credited to the Principal if they complete a full school year of 170 days or more in the contract year. For Principals hired after July 1, 2017, their full years of service will be in the capacity of a Principal or Assistant Principal.

**ARTICLE XIX
DISTRICT LEADERSHIP COMPENSATION**

In addition to the base pay provided in Appendix B, Principals shall be eligible for additional compensation for providing leadership at the District level on assignments from the Superintendent. The Superintendent reserves the right to assign such tasks and will determine the level of compensation for each assignment. The Principal has the right to accept or deny the assignment. This incentive is exclusively for duties not considered part of the job of the Principal or Assistant Principal. The Superintendent reserves the right to direct each Principal/Assistant Principal to perform duties that are part of their regular job at no additional compensation. There is no guarantee that each Principal/Assistant Principal will be offered an assignment offer from the Superintendent.

**ARTICLE XX
DUTY YEAR**

Section 1. Duty Days:

Subd. 1: The School District shall establish the calendar and Principals' duty days for each school year, and the Principals shall perform services on such days as determined by the School District, including those legal holidays on which the School District is authorized to conduct school, and pursuant to such authority as determined to conduct school.

Subd. 2. The duty year for Principals shall be twelve (12) months and shall include twelve (12) paid holidays as designated by the School District. The following days are to be considered legal paid holidays for all Principals: Independence Day, Labor Day, Thanksgiving Day and the Friday after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Presidents Day, Memorial Day, and Juneteenth. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be considered a holiday. The duty days for a twelve-month Principal shall be 256 (260-4 non-duty days) per Subd. 3 below.

Subd. 3. The first week of July will be duty free for twelve-month Principals. This week will include four duty-free days and one holiday. In the event that a Principal must work, or is assigned to work, during any of the non-duty days during the first week of July, another non-duty day will be substituted in either June or August on a non-teacher duty day. Superintendent approval is required for assignment and/or substitution of these summer non-duty days.

Subd. 4. The modified duty day calendar for a ten-month Principal shall be 220 days.

Subd. 5. The modified duty day calendar for an eleven-month Principal shall be 240 days.

Section 2. Scheduling of Duty Days:

The duty day schedule for Principals shall be subject to the approval of the Superintendent of Schools.

Section 3. Non-Duty Days:

Unless otherwise approved, all non-duty time to which a Principal is entitled for a given contractual year shall be taken by the time designated in this contract.

Section 4. School Closings:

In the event a duty day is lost for any reason, the Principal shall perform duties on such other day in lieu thereof as the School District or its designated representative shall determine.

**ARTICLE XXI
UNREQUESTED LEAVES OF ABSENCE**

In the event it is necessary for the School District to reduce the number of Principals covered by this agreement, the work force shall be reduced in accordance with these guidelines and M.S.122A.40, Subd.11.

Section 1. Seniority Date:

The Seniority date for Principal shall be the first day of service in the bargaining unit.

Section 2. Unit Service:

Principals shall be allowed to count only service as a unit member for purposes of placement on unrequested leave of absence from a Principal's unit position. Service in other units within the School District cannot be counted for purposes of placement on unrequested leave of absence (ULA).

Section 3. Ties:

The following criteria shall be used to break seniority ties in the placement of Principals on ULA:

1. Specialized training and advanced certification obtained outside of School District training.
2. Initial date of service in the School District as a licensed teacher or other licensed professional.

Section 4. Placement on ULA:

Subd. 1. General. The School District may place Principals on unrequested leave of absence, without pay or fringe benefits at the close of the school year. The School District agrees to consult with the association regarding proposed alternatives to unrequested leave of absence situations, provided such consultation does not result in delay.

Subd. 2. Method. The School District will place the least senior Principal within a category on unrequested leave of absence. All unit members will be assigned a category. The categories are: secondary head Principals; elementary head Principals; and Assistant Principals. Nothing in this language allows a Principal to receive a promotion during the unrequested leave process.

Principals may not assert a seniority right into a position that is promotional. Principals may assert a seniority right into a position that is not promotional.

Nothing in this section limits the rights of a Principal placed on ULA to assert statutory rights into a licensed teaching position, provided the Principal has experience in the vacancy area and demonstrated competency to fill the duties of the role.

Section 5. Reinstatement:

Subd. 1. Recall: Principals will be recalled from an unrequested leave of absence to available position for which they are licensed. Principals cannot assert a reinstatement right to a promotional position. The Principal with the highest seniority date, within the category of vacancy, will be reinstated first.

Subd. 2. New Hires: No appointment of a new Principal will be made while there is available on ULA a Principal who is properly licensed to fill such a vacancy. If the Principal is brought back to a position in which they have no experience, the Principal must demonstrate competency in the position in the first year as determined by the Superintendent and School Board.

Subd. 3. Notification: Notification of openings will be sent to the Principal's email address. In the event a Principal declines a Principal position, or fails to notify the School District in writing of the Principal's intentions within fourteen (14) days of the date of notification, the Principal is removed from the recall list. A Principal on ULA will provide the School District with appropriate electronic contact information. It is the Principal's responsibility to update contact information for purposes of notification in this section.

Subd. 4. Duration: The Principal who is on ULA and not reinstated shall continue for a period of three (3) years from the date the Principal's ULA commenced or until the Principal fails to respond within fourteen (14) days of the date of notification or until the

Principal submits a written request to be removed from the recall list, whichever occurs first.

Subd. 5. Principal proposed for unrequested leave can interview for available teaching assignments for which they are licensed provided they are in good standing with the School District and have had positive annual reviews from their supervisor.

Subd. 6. Teachers of Monticello schools, that are promoted to a Principal position may retain their teaching rights.

ARTICLE XXII PRINCIPAL DISCIPLINE

Section 1. Discipline:

All discipline shall be subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An oral reprimand will be clearly identified as such at the time of the disciplinary action, and a verbal notification of this action shall be given to the employee.

Section 2. Progressive Discipline:

A Principal generally shall be disciplined in the following manner, consistent with the principle of progressive discipline:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay
4. Termination

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Suspension With or Without Pay: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of the Principal or after all administrative remedies, including arbitration, have been exhausted.

Subd. 4. Length of Suspension: In any and all cases, suspension without pay will not exceed two (2) days per incident.

Subd. 5. Termination: Termination for cause shall be in accordance with Minn. Stat. 122A.40 and other relevant statutes. When the School District views termination as the ultimate outcome the suspension will be five (5) days.

ARTICLE XXIII GRIEVANCE PROCEDURE

Section 1. Grievance Defined:

A “grievance” shall mean an allegation by a Principal resulting in a dispute or disagreement between the Principal and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative:

The Principal, Administrator, or School District may be represented during any step of the procedure by a person or agent designated by such part to act in the party’s behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee.

Section 5. Adjustments of Grievance:

The School District and the Principal shall attempt to adjust all grievances that may arise during the course of employment of any Principal within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Principal may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the Principal and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of the Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to

arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to P.E.L.R.A. providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the commissioner within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties' subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of the fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 7. Jurisdiction: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

**ARTICLE XXIV
PUBLIC OBLIGATION**

Section 1.

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2.

The exclusive representative agrees, therefore, that during the terms of this contract neither the exclusive representative nor any individual employee shall engage in any strike. For purposes of this section, the term “strike” shall mean concerted action in failing to report to duty, the willful absence from one’s position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

**ARTICLE XXV
DURATION**

Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2026 and thereafter pursuant to P.E.L.R.A. In the event a successor agreement is not entered into prior to the expiration date of this Agreement, a Principal shall be compensated according to the previous year’s compensation until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement, it shall give written notice of such intent no later than May 1, 2026 including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the

parties shall not commence negotiations more than ninety (90) days prior to the expiration of this contract.

SCHEDULE A

2024-25 (12-month work calendar unless otherwise noted)
 Principals will receive a 5.58% salary increase for 2024-25.

2024-25	Days	Step 1	Step 2	Step 3	Step 4
HS Principal	256	\$135,334	\$139,653	\$143,972	\$148,292
HS AP (11 mo)	240	\$106,459	\$109,659	\$112,860	\$116,059
MS Principal	256	\$130,740	\$132,145	\$136,363	\$140,580
MS AP (11.5 mo)	250	\$110,663	\$114,008	\$117,353	\$120,698
Elem Principal	256	\$123,063	\$126,869	\$130,675	\$134,481
Elem AP (10 mo)	220	\$97,124	\$100,128	\$103,225	\$106,417

SCHEDULE B

2025-26 (12-month work calendar unless otherwise noted)
 Principals will receive a 0.9% salary increase for 2025-26.

2025-26	Days	Step 1	Step 2	Step 3	Step 4
HS Principal	256	\$137,052	\$141,409	\$145,768	\$150,126
HS AP (11 mo)	240	\$107,917	\$111,146	\$114,375	\$117,603
MS Principal	256	\$132,416	\$133,834	\$138,091	\$142,346
MS AP (11.5 mo)	250	\$112,159	\$115,534	\$118,909	\$122,285
Elem Principal	256	\$124,671	\$128,511	\$132,351	\$136,192
Elem AP (10 mo)	220	\$98,498	\$101,529	\$104,654	\$107,875

SIGNATURES

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

**FOR:
PRINCIPALS' ASSOCIATION**

11/21/2024 14:54:11

Matt Coalwell

Matt Coalwell
Negotiator

11/21/2024 14:54:55

Nicole Croteau

Nicole Croteau
Negotiator

11/21/2024 14:58:22

Clay Norman

Clay Norman
Negotiator

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

11/21/2024 19:14:13

Kathryn E. Ziebarth

Kathy Ziebarth
Chair, Board of Education

11/21/2024 19:23:23

Melissa Curtis

Melissa Curtis
Clerk, Board of Education

APPENDIX

**Memorandum of Agreement
Concerning Flex Schedule and Remote Work in the Summer Months**

The Monticello Principal Group and the School Board of Independent School District 882 (the Parties) enter into the following Memorandum of Agreement with regards to flexible work hours and remote work options for the summer months.

The Parties agree as follows:

- Principals will be allowed to use flexible work schedules for the summer months.
- The summer month schedule will run from the first week after school is out for students and staff through the first week of August.
- Principals will be allowed to work from home up to one day per week over the summer months.
- Flexible hours on a day-by-day basis are allowed so long as you are able to maintain coverage of your school during high use times and complete required job responsibilities.
- Principals are required to attend meetings in person and respond to phone calls and emails in a reasonable timeframe.
- Principals are required to maintain a high level of customer service for families, staff and community members.
- Flex time is not to be used in place of vacation. It is expected that Principals will use vacation time over the summer months.

This memorandum of agreement is for the term of the 2024-26 master agreement only. This agreement will be revisited throughout the duration of the contract to determine if the arrangement is working in the best interest of both parties. This agreement is unique and is not precedent setting. If this agreement is not extended through mutual agreement, the agreement sunsets at the end of the 2026 summer.

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

**FOR:
PRINCIPALS' ASSOCIATION**

**FOR:
INDEPENDENT SCHOOL DISTRICT 882**

Matt Coalwell
Negotiator

Kathy Ziebarth
Chair, Board of Education

Nicole Croteau
Negotiator

Melissa Curtis
Clerk, Board of Education

Clay Norman
Negotiator