

AGREEMENT BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 698 FLOODWOOD SCHOOL

AND

PRINCIPAL

The School Board of Independent School District No. 698, Floodwood, Minnesota, enters into this agreement with **Amanda Fjeld**, who is a legally qualified and licensed principal, and who agrees to perform the duties of Principal of the School District.

The School District and the Principal agree as follows:

I. Applicable Statute:

This agreement is entered into between the School District and the Principal in conformance with M.S. 123.34, Subd. 9, Laws 1990, Chapter 562, Article 8, 21, and Laws 1991, Chapter 265, Article 9, 34 and 76.

II. Licensure:

The Principal shall furnish throughout the life of this contract a valid and appropriate license to act as Principal in the State of Minnesota as provided by applicable state laws, rules and regulations.

III. School District Rights:

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.

Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board 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.

Effects 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 Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligations and duty of the School Board and its duly designated officials to promulgate 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.

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.

III. Principal Rights:

Right to Views:

Pursuant to P.E.L.R.A., nothing contained in this Agreement shall be construed to limit, impair or affect the right of any principal or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent and rights of the exclusive representative.

Right to Join:

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Personnel Files:

Pursuant to M.S 125.12, Subd. 14, as amended, all evaluations and files generated relating to an individual principal shall be available during regular school business hours to that employee upon his/her written request. The principal shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law.

IV. Duration, Extension, Expiration, Termination and Mutual Consent:

1. Duration:

This contract is for a term of 24 months. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Principal, or unless terminated or extended as provided herein.

2. Subsequent Contract.

a. Preliminary Notice-School Board:

In the event the School Board is contemplating not offering the Principal a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than April 1 immediately preceding the expiration of this contract.

- b. Request for Meeting:
Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph a hereof, the Principal may request in writing, a meeting with the School Board to discuss its intentions, the reasons therefore, and ways in which any concerns of the School Board might be addressed by the parties.
- c. Meeting Between the Parties:
Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Principal.
- d. Final Action—School Board:
The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than April 1 and shall notify the Principal of such action in writing.
- e. Effect:
The timeline provided herein is intended to provide both the School Board and the Principal with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Principal. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.
- f. Expiration:
This contract shall expire at the end of the term specified in Section 1 hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Principal shall cease, unless a subsequent contract is entered into in accordance with M.S. 123B.143, Subd. 1.
- g. Termination During the Term:
The Principal's employment may be terminated during the term of this contract only for cause as defined in M.S. 122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of M.S. 122A.40 shall not be applicable. If the School Board proposes to terminate the Principal during the contract term for cause as described in M.S. 122A.40, Subds. 9 or 13, it shall notify the Principal in writing of the proposed grounds for termination. The Principal shall be entitled to a hearing before an arbitrator provided the Principal makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Principal may be suspended with pay pending final determination by the arbitrator. If the Principal fails to request a hearing as provided herein within fifteen (15) calendar day period, it shall be deemed acquiescence by the Principal to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Principal shall have no further claim or recourse.

h. Mutual Consent:

This contract may be terminated at any time by the parties by mutual consent.

V. Duties:

The Principal shall provide instructional and curriculum leadership at the school. Implements the policies of the school board under the direction of the Superintendent of Schools; works together with the Administrative Team to provide high quality educational programs for all students; supervises personnel within the school; performs a variety of duties involved in the operations including instruction and school planning.

VI. Duty Year and Leave:

1. Basic Work Year:

The Principal's duty year shall be for 215 days for 12 months as provided herein and the Principal shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Principal shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

2. Paid Time Off:

The Principal shall be granted nine (9) days of paid time off for personal and vacation leave. Unused paid time off may accumulate to twelve (12) days.

3. Sick Leave

At the beginning of each contract year, the Principal will be granted ten (10) sick leave days. Unused sick leave may accumulate to a maximum of 150 days.

Sick leave accumulated during previous employment in the district will be merged with sick leave granted from this contract and may continue to accumulate to a maximum of 150 days.

a. Post-Retirement Health Care Savings Plan

The School District agrees to contribute toward a Post-Retirement Health Care Savings Plan through the Minnesota State Retirement System on behalf of eligible retired principal. In order to be eligible the principal must:

1. Have been employed fifteen years continuously by the School District.
2. Qualify for retirement under the laws, rules and regulations of the Teacher's Retirement Association (TRA); and
3. Be eligible for pension or disability payments under TRA.

b. Unused Sick Leave for Post-Retirement Health Care Savings Plan

The maximum amount contributed by the School District toward the Post-Retirement Health Care Savings Plan for an eligible principal shall be determined according to the number of accumulated and unused sick leave days, to a maximum of 150 days, the principal has available as of the effective date of their resignation. From this amount, the District shall deduct any matching 403b contributions. The number of such days available (to a maximum of 150 days) shall be multiplied times the principal's basic daily rate of pay as of the effective date of the principal's resignation. The basic daily rate of pay shall not include payment for extra-curricular or other additional assignments.

Subd. 2:

The amount produced pursuant to Section 2, Subd. 1 of this Article shall be paid to the Post-Retirement Health Care Savings Plan on behalf of the principal .

Subd. 3:

Eligible principals, as defined by applicable law, may continue, at the principal's own expense, on the group health insurance plan provided by the School District to the extent required by applicable state and/or federal laws. The principal shall, upon eligibility, convert from the regular school district health insurance plan to a Medicare supplement.

c. Notice of Resignation/Retirement

The principal must provide the School District with notice of their resignation/retirement by April 1 of the school year at the end of which the resignation/retirement will be effective. If the principal resigns/retires during the school year, they shall provide the School District with notice of the resignation/retirement at least three months before the effective date of the resignation/retirement.

d. Termination of Employment

The benefits provided by this Article shall not be available to a principal whose employment with the School District has been terminated pursuant to the provisions of the Continuing Contract Law, Minn. Stat. 122A.40.

4. Emergency and Bereavement Leave:

The Principal may be granted paid emergency leave during the contract year at the discretion of the School Board or designated agent (normally Board Chairperson).

The Principal shall use sick leave up to three (3) days as bereavement leave, per occurrence, in the event of the death of the Principal's spouse, child, brother, brother-in-law, sister, sister-in-law, parent or parent-in-law, grandparent, or persons in the immediate household. Any absence beyond such three days shall require the approval of the School Board. The Principal may be granted up to the three (3) days emergency leave to be deducted from accumulated sick leave at the discretion of the School Board. Such examples of emergency leave include but may not be limited to critical illness of a Principal's spouse, child, brother, brother-in-law, sister, sister-in-law, parent or parent-in-law, grandparent, persons in the immediate household, or home and property damage due to flood, fire or theft. Absence due to death or critical illness of a family member not listed above, or of a close friend, may be authorized one day, plus additional

days necessary with the approval of the School Board and will be deducted from accumulated sick leave.

5. Medical Leave:

The Principal and School District agrees to incorporate by reference and be bound by the provisions of M.S. 122A.40, Subd. 12, relating to suspension and leave of absence for health reasons.

If the Principal is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to M.S. 122A.40, Subd. 12, the Principal shall, upon request, be granted a medical leave of absence up to one year in duration without pay. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Principal is expected to be able to resume normal responsibilities. The Principal when on medical leave of absence is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Principal shall pay the entire premium for such programs as the Principal wishes to retain commencing with the beginning of the leave. If medical leave of at least one full year is granted pursuant to this section, the Principal voluntarily waives any right to a leave of absence to which the Principal might otherwise be entitled pursuant to MS. 122A.40, Subd. 12.

VII. Insurance:

1. Health and Hospitalization:

The School District shall provide the Principal with single coverage health and hospitalization insurance coverage under the School District's group health and hospitalization insurance plans at the expense of the School District. Family coverage would be available with the school district providing up to \$12,000 annually towards health coverage. If the employee elects to waive all health and hospitalization insurance coverage offered by the District, the employee shall be offered \$12,000.00 annually to be contributed into a post employment VEBA account. These payments shall be dispersed evenly by 26 pay periods. Dental insurance may be added at the Principal's expense.

2. Long-Term Disability Insurance:

If the Principal is eligible for and enrolled in the plan, the School District shall provide and pay the full premium for a group long-term disability insurance plan for the Principal.

3. Life Insurance:

The School District shall provide a \$100,000 life term insurance policy for the Principal. The School District shall contribute the entire premium for this policy.

4. Liability Insurance:
The School District shall provide, at School District expense, liability insurance naming the Principal as an insured, along with the School District, in an amount not less than that which is required by law for the School District.
5. Claims Against the School District:
The eligibility of the Principal, or the Principal's dependents or beneficiary, for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VIII. Other Benefits:

1. Tax Sheltered Annuities:
The Principal will be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code, Minnesota Statutes Section 123B.02, Subd. 15, and School District policy.
2. Deferred Compensation Plan or 403B:
The District will match up to \$3,000.00 each year.
3. Automobile:
The School District shall compensate the Principal for business use of the Principal's private automobile at the rate set for district travel by the School Board at a regular meeting.
4. Conferences and Meetings:
The School District shall pay all legally valid expenses and fees (Subject to Board policy) for the Principal's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Principal shall attempt to advise the School Board of all meetings and conferences that the Principal will be attending and shall periodically 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.

The Principal is allowed to attend a national convention every third year with the School Board paying for all valid expenses not to exceed \$2,500.00 per convention. The Principal will not be allowed to attend a national convention in their last year of employment with the School District.
5. District Phone
The Principal will be provided a district cell phone with data plan at the cost of the district. The device and monthly payment will be at the expense of the district.
6. Title Coordinator Stipend
The Principal will be compensated \$1,500.00 annually to act as the district's Title Coordinator. These payments shall be dispersed evenly by 26 pay periods.

7. Curriculum Director Stipend

The Principal will be compensated \$1,500.00 annually to act as the district's Curriculum Director. These payments shall be dispersed evenly by 26 pay periods.

IX. Salary:

For services performed, the Principal shall be paid an annual salary as follows:

July 1, 2026 - June 30, 2027: \$95,000.00

July 1, 2027 - June 30, 2028: \$97,375.00

These salaries shall be paid in equal installments during the fiscal year. The salary shall be prorated if the year is not completed by the Principal.

X. Other Provisions:

1. Outside Activities:

While the Principal shall devote full time and due diligence to the affairs and the activities of the School District, the Principal may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Principal's ability to perform the duties of the principal. The Principal shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board.

2. Indemnification and Provision of Counsel:

In the event that an action is brought or a claim is made against the Principal arising out of or in connection with the Principal's employment, and the Principal is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes Chapter 466.

3. Dues:

The Principal is encouraged to belong to appropriate professional educational and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for MASSP, MESPA, and others as are required or directed by the School Board. The Principal shall present appropriate statements for approval as provided by law.

4. Mandatory Retirement:

The School District may provide a mandatory retirement age policy, which is consistent with applicable law.

5. Severability.

If any provisions of this contract are held to be invalid by operation of law, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.

XI. Grievance Procedures:

1. Grievance Definition:

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.

2. Representative:

The superintendent, principal, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such part to act in the party’s behalf.

3. Definitions and Interpretations:

a. Extension:

Time limits specified in this Agreement may be extended by mutual agreement.

b. Days:

Reference to days regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

c. 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.

d. 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.

4. Time Limitation and Waiver:

A 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 days after the date of the first 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 principal and the School District’s designee.

5. Adjustment of Grievance:

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

a. Level I:

If the grievance is not resolved through informal discussions, the Principal or designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

b. 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 days after receipt of the appeal. Within twenty 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.

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 notifies the parties of its intentions to review within ten 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 reserve or modify such decision.

7. Denial of Grievance:

Failure by the School Board 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.

8. Arbitration Procedures:

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

a. 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 days following the decision in level II of the grievance procedure.

b. 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.

c. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 days after request for arbitration. The request shall ask that the appointment be made within thirty 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 herein shall constitute a waiver of the grievance.

d. 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 denovo.

e. Decision:

The decision by the arbitrator shall be rendered within thirty 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 limitation 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 fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

f. 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 which 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 which 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.

g. 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, the arbitrator's order shall give due consideration to the statutory rights and obligation of the public School District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

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.

This contract shall be effective only upon signatures of the Principal and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action recorded in its minutes.

IN WITNESS WHEREOF, I have subscribed my signature this 8th day of June 2026.

Principal

IN WITNESS WHEREOF, I have subscribed my signature this 8th day of June 2026.

Chairperson

Clerk