

**INDEPENDENT SCHOOL DISTRICT NO. 659**  
**REGULAR SCHOOL BOARD MEETING**

Monday, January 13, 2025 ~ 6:00 p.m. ~ Regular Board Meeting  
Northfield District Office Boardroom

[Zoom Link](#)

**AGENDA**

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
  - a. Policy 429 Extension of Emergency Sick & Safe Time
  - b. Prairie Creek Community School & Arcadia Charter School Annual Reports
  - c. Construction Update No. 3
6. Consent Agenda
  - a. Minutes
  - b. Gift Agreements
  - c. Grant Application
  - d. Personnel Items
7. Items for Individual Action
  - a. Policy Committee Recommendations
8. Items for Information
  - a. Enrollment Report
  - b. Budget Prioritization Process and Teams
9. Future Meetings
  - a. Monday, January 27, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - b. Saturday, February 1, 2025, 9:00-10:45 a.m., Workshop, Northfield DO Boardroom
  - c. Saturday, February 1, 2025, 11:00 a.m., District Youth Council Brunch, NCRC
  - d. Monday, February 10, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - e. Monday, February 24, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
10. Adjournment

**NORTHFIELD PUBLIC SCHOOLS**  
**MEMORANDUM**

Monday, January 13, 2025 ~ 6:00 p.m. ~ Regular Board Meeting  
Northfield District Office Boardroom  
[Zoom Link](#)

TO: Members of the Board of Education  
FROM: Matthew Hillmann, Ed.D., Superintendent  
RE: Explanation of Agenda Items for Monday, January 13, 2025, Regular School Board Meeting

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment  
Public comment for this school board meeting may be made in person at the beginning of the meeting and must comply with the district's public comment guidelines.
4. Announcements and Recognitions
5. Items for Discussion and Reports
  - a. Policy 429 Extension of Emergency Sick & Safe Time. Director of Human Resources Molly Viesselman and Superintendent Hillmann will present a recommendation to add Policy 429. This will be an item for individual action at the next board meeting.
  - b. Prairie Creek Community School & Arcadia Charter School Annual Reports. Simon Tyler, Director of Prairie Creek Community School, and Laura Stelter, Director of Arcadia Charter School, will report on the programs being provided in their two charter schools. Prairie Creek is in its 22nd year of operation as a charter school under the sponsorship of Northfield Public Schools. Arcadia is in its 21st year of operation. These reviews and written reports fulfill state requirements for annual reporting as well as our district's request that each charter school authorized by Northfield Public Schools present an annual report to the school board.
  - c. Construction Update No. 3. Dr. Hillmann will provide an update on the NHS construction project.
6. Consent Agenda  
**Recommendation:** Motion to approve the following items listed under the Consent Agenda.
  - a. Minutes. Minutes of the regular school board meeting held on December 9, 2024.
  - b. Gift Agreements. Gift agreements to be approved are attached.
  - c. Grant Application. Director of Community Education Erin Bailey requests school board approval for a Multipurpose Community Facility Capital Projects Grant for \$499,292 from the Minnesota Department of Education for the time period May 1, 2025 to December 31, 2031. This grant will enhance the infrastructure of the Northfield Community Education Center (NCEC) to alleviate program gaps identified during the COVID-19 pandemic and directly enable collaborative education, work, and health monitoring activities.
  - d. Personnel Items.
    - i. Appointments
      1. Correction of hours: Jennifer Antoine, Special Ed EA PCA for 31.5 hours/week at the NCEC, beginning 12/9/2024-6/6/2025. Step 4-\$18.05/hr.+ prorated PCA stipend. - subject to change upon settlement of 2024-26 agreement.
      2. Duane Bogne, Softball/Basketball Official with Community Ed Recreation, beginning 1/5/2025-5/31/2025. \$30/game.
      3. Abigail Borgerding, Instructor Lead with Community Ed Recreation, beginning 2/8/2025 - 5/31/2025. Step 2-\$15.80/hr.
      4. Christina Cochlin, Speech Judge at the High School, beginning 1/10/2025. \$77/event.
      5. Correction rate of pay: Jeffrey Eckhoff, 1.0 FTE Long Term Substitute Science Teacher at the High School, beginning 11/25/2024 - 1/22/2025. MA30, Step 10

6. Anna Forbord, Instructor Assistant with Community Ed Recreation, beginning 2/8/2025 - 5/31/2025. Step 2-\$14.76/hr.
  7. Correction rate of pay: William Hoff, 1.0 FTE Long Term Substitute English/Language Arts Teacher at the High School, beginning 1/2/2025-2/5/2025. BA20, Step 6
  8. Hollis Holden, Instructor Assistant with Community Ed Recreation, beginning 4/7/2025 - 5/31/2025. Step 1-\$14.50/hr.
  9. Angela Kruse, .80 FTE Speech and Language Pathologist at Bridgewater, beginning 1/6/2025-6/6/2025. MA, Step 10
  10. Katherine LaCanne, Instructor Lead with Community Ed Recreation, beginning 4/7/2025 - 5/31/2025. Step 2-\$15.80/hr.
  11. Blanca Nunez, Site Supervisor with Community Ed Recreation, beginning 1/15/2025 - 5/31/2025. Step 4-\$17.35/hr.
  12. Claire Oleary, Ski Club Chaperone with Community Ed Recreation, beginning 1/13/2025-5/31/2025. \$500 stipend.
  13. Theresa Olson, Special Ed EA PCA for 6.75 hours/day and Special Ed Bus EA for 1.25 hours/day at Greenvale Park, beginning 1/6/2025. Step 4-\$18.05/hr. + prorated sped stipend, subject to change upon settlement of 24-26 agreement.
  14. Sophia Ranslow, Special Ed EA PCA for 6.75 hours/day at the NCEC/GVP, beginning 1/7/2025. Step 2-\$17.03/hr. + prorated sped stipend, subject to change upon settlement of 24-26 agreement.
  15. Alexa Schmidt, EarlyVentures Teacher for 40 hours/week at the NCEC, beginning 1/2/2025. Step 2-\$19.71/hr.
  16. Zachariah Simmons, Instructor Lead with Community Ed Recreation, beginning 2/8/2025 - 5/31/2025. Step 6-\$16.84/hr.
  17. William Skemp, Softball/Basketball Official with Community Ed Recreation, beginning 1/12/2025-5/31/2025. \$30/game.
  18. Pamela Wollenburg, Child Nutrition Associate I for 3 hours/day at the Middle School, beginning 1/27/2025. \$21.92/hr.
- ii. Increase/Decrease/Change in Assignment
1. Jennifer Antoine, Special Ed EA for 31.5 hours/week at the NCEC, add Extended Day EA for up to 4 hours/week at the NCEC, effective 12/11/2024-6/6/2025.
  2. Jennifer Antoine, Special Ed EA for 31.5 hours/week at the NCEC, change to Special Ed EA for 35 hours/week at the NCEC, effective 1/3/2025.
  3. Kaitlin Bell, Teacher at Bridgewater, add Community School Teacher for up to 6 hours/week at Bridgewater, effective 12/19/2024-5/15/2025. \$40.00/hr.
  4. Mary Boyum, Special Ed EA at Spring Creek, add Special Ed EA Extracurricular/Non-academic support as needed with the District, effective 12/2/2024-6/6/2025.
  5. Diana Camargo, Special Ed EA for 33.5 hours/week at the NCEC, change to Special Ed EA for 30 hours/week at the NCEC, effective 1/3/2025.
  6. Isabel Fleming, KidVentures Student Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, effective 7/1/2024. Step 2-\$18.43/hr.
  7. Diane Frederick, Substitute Teacher for the District, change to .80 FTE Long Term Substitute Special Ed Teacher at the Middle School, effective 1/2/2025-1/21/2025. MA10, Step 10.
  8. Estella Freeman, Instructor Lead with Community Ed Recreation, add Instructor Assistant with Community Ed Recreation, effective 4/7/2025-5/31/2025. Step 2-\$14.76/hr.
  9. Elizabeth Johnson, Club Leader with Community School, add Community School Site Assistant for up to 15 hours/week for both positions at Greenvale Park, effective 12/9/2024-5/30/2025. Step 1-\$17.80/hr.
  10. Correction: Christopher Kauffeld, Driver Education Instructor with Community Education, add Adult Basic Education Teacher at the NCEC, effective 7/8/2024. MA+30, Step 10.
  11. Katherine LaCanne, Instructor Lead with Community Ed Recreation, add Instructor Assistant with Community Ed Recreation, effective 4/7/2025-5/31/2025. Step 2-\$14.76/hr.
  12. Rachael Langer, Teacher at the Middle School, add Speech Judge at the High School, effective 1/8/2025. \$77/event.
  13. Ellen Mucha, Assistant Knowledge Bowl Coach at the High School, change to Long Term Substitute Head Coach - Knowledge Bowl at the High School, effective 1/2/2025-2/15/2025.
  14. Xochitl Oaxaca, Special Ed EA for 35 hours/week at the NCEC, add Extended Day EA for up to 4 hours/week at the NCEC, effective 12/11/2024.
  15. Claire Oleary, Ski Club Chaperone with Community Ed Recreation, add Building Supervisor with Community Ed Recreation, effective 1/13/2025. \$19.32/hr.

16. Lizbeth Ramirez, Special Ed EA at Greenvale Park, add Community School Site Assistant and Club Leader for up to 15 hours/week at Greenvale Park, effective 1/6/2025-5/15/2025. Site Assistant Step 4-\$19.71/hr. Club Leader \$25.53/hr.
  17. Micah Schultz, Social Studies Teacher at the ALC, add an overload-teaching a second class on Wednesdays (6 days) in lieu of prep at the ALC, effective 9/18/2024-10/30/2024.
  18. Scott Stanina, Teacher at the High School, add Long Term Substitute Assistant Knowledge Bowl Coach at the High School, effective 1/2/2025-2/15/2025.
  19. Gina Swenson, Teacher at Greenvale Park, add Community School Teacher for up to 8 hours/week at Greenvale Park, effective 1/6/2025-5/15/2025. \$40/hr.
  20. Rose Taylor, Special Ed EA PCA for 6.75 hours/day and General Ed EA for .25 hours/day at Spring Creek, change to Special Ed EA PCA for 5.33 hours/day and Special Ed EA Bus for 2.59 hours/day at Spring Creek, effective 1/6/2025-1/31/2025.
  21. Jessica Toft, Special Ed EA for 3.38 hours/day at Bridgewater, change to Special Ed EA for 4 hours/day at Bridgewater, effective 9/3/2024.
  22. Heather Tousignant, Special Ed EA PCA for 7 hours/day at Spring Creek, change to Special Ed EA PCA for 6.75 hours/day at the Middle School, effective 1/6/2025.
  23. Kristin Vatter, Building Supervisor with Community Ed Recreation, add Site Supervisor with Community Ed Recreation, effective 12/23/2024-5/31/2025. Step 6-\$17.87/hr.
  24. Justine Voronkova, Special Ed EA for 4 hours/day and Gen Ed EA for .50 hours/day at the High School, change to Special Ed EA for 5 hours/day M,T,Th,F and W for 4.25 hours/day at the High School, effective 1/21/2025.
  25. Deb Wagner, Educational Assistant at Bridgewater, add Community School Club Leader for up to 6 hours/week at Bridgewater, effective 12/19/2024-5/15/2025. \$25.53/hr.
  26. John Watkins, Building Supervisor with Community Ed Recreation, add Softball/Basketball Official with Community Ed Recreation, effective 1/1/2025-5/31/2025. \$30/game.
  27. Sarah Wolfe, Early Childhood Educational Assistant for 9 hours/week at the NCEC, change to Early Childhood Educational Assistant for 9.5 hours/week at the NCEC, effective 1/6/2025.
- iii. Leave of Absence
1. Nancy Antoine, Principal at Bridgewater, FMLA Leave of Absence beginning 1/2/2025 and continue on an intermittent basis for up to 60 work days.
  2. Jessie Huebsch, Administrative Assistant to Technology/Teaching and Learning, FMLA Leave of Absence beginning 1/16/2025 and will continue on an intermittent basis for up to 60 work days.
  3. Tammy Iszler-Johnson, Occupational Therapist with the District, FMLA Leave of Absence beginning on 12/9/2024-3/7/2025.
  4. Danielle Olson, Social Worker at the NCEC/HS, FMLA Leave of Absence beginning on or about 5/19/2025 and continue for 8 work weeks. It will continue into the 2025-2026 school year.
  5. Carol Reed, Nurse at the Middle School, FMLA Leave of Absence beginning 12/16/2024-approximately 1/10/2025.
  6. Sam Richardson, Principal at Greenvale Park, FMLA Leave of Absence beginning 12/18/2024-1/3/2025.
  7. Lillian Tharp, Special Ed Teacher at the NCEC, Leave of Absence beginning on or about 3/31/2025 for 8 work weeks.
- iv. Retirements/Resignations/Terminations
1. Susan Bolton, Teacher at Bridgewater, retirement effective at the end of the 2024-2025 school year.
  2. Tina Dokken, Teacher at the Middle School, retirement effective 12/12/2024.
  3. Kari Gross, Education Assistant PCA at the NCEC, termination effective 1/3/2025.
  4. Katie Hanson, Teacher at the Middle School, resignation effective 12/11/2024.
  5. Spencer Klotz, Assistant Varsity Boys Lacrosse Coach at the High School, resignation effective 12/12/2024.
  6. Hope Langston, Director of Instructional Services, retirement effective at the end of the 2024-25 school year.
  7. Lillana Quiroga, Educational Assistant PCA at the Middle School, termination effective 1/6/2025.
  8. Ryan Schnaith, Assistant Track Coach at the Middle School, resignation effective 1/7/2025.
  9. Kaine Singvongsa, EA at Greenvale Park, resignation effective 1/8/2025.
- v. Administration is recommending the approval of the following employment contract for the time period July 1, 2024 through June 30, 2026:
1. Educational Assistants
- vi. Speech Judge Pay  
Administration is recommending approval of an increase in the stipend offered for speech judges from \$77 to \$100.

\*Conditional offers of employment are subject to successful completion of a criminal background check and Pre-work screening (if applicable)

## 7. Items for Individual Action

- a. Policy Committee Recommendations. The board is requested to approve the recommended updates to policies 103, 401, 402, 403, 404, and 405 as presented.

**Superintendent's Recommendation:** Motion to approve the policy committee's recommended updates to policies 103, 401, 402, 403, 404, and 405.

8. Items for Information

- a. Enrollment Report. Superintendent Hillmann will review the January 2025 enrollment report.
- b. Budget Prioritization Process and Teams. Director of Finance Val Mertesdorf will preview the budget prioritization team recruitment process. As discussed at previous meetings, the district is projected to finish the 2025-26 school year below its 14% fund balance goal. Director Mertesdorf will present the annual financial forecast at the Jan. 27 regular board meeting.

9. Future Meetings

- a. Monday, January 27, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- b. Saturday, February 1, 2025, 9:00-10:45 a.m., Workshop, Northfield DO Boardroom
- c. Saturday, February 1, 2025, 11:00 a.m., District Youth Council Brunch, NCRC
- c. Monday, February 10, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- d. Monday, February 24, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

# Reaching Out, Reaching Up:

## THE 2027 STRATEGIC PLAN



### VISION

We prepare every student for lifelong success by developing critical thinkers who are curious and ready to engage in our society.

### BENCHMARKS

**1**  
All children are ready for **kindergarten**.

**2**  
All students are connected to the **community**.

**3**  
All students are at grade level in **reading and mathematics** by the end of third and sixth grades.

**4**  
All students exhibit physical, social and emotional **well-being**.

**5**  
All students have a **connection** with a caring adult beyond their parents as they transition to middle school.

**6**  
All students have interests, goals and a **vision** for the future by the end of eighth grade.

**7**  
All students **graduate** from high school with a plan to reach their full potential.

**8**  
All **employees** report satisfaction in the workplace.

**9**  
All **parents** report satisfaction with their children's educational experience.

**10**  
The district maintains 14% of its annual expenditures in its unassigned fund balance to ensure **financial stability**.

**11**  
**Community education** provides relevant and accessible learning opportunities for all residents.

**Note:** The first seven benchmarks are aligned with the language identified by Northfield Promise, a collective impact consortium of 20 community organizations committed to helping Northfield's youth thrive "from cradle to career."

### STRATEGIC COMMITMENTS



#### People

We prioritize the engagement, satisfaction, and support of every student, staff member, and family.



#### Learner Outcomes

We prepare every student to be academically and socially ready to choose their preferred pathway after high school graduation.



#### Equity

We ensure that every child has a fair opportunity to reach their full potential.



#### Communication

We communicate effectively and transparently with all stakeholders.



#### Stewardship

We responsibly manage our personnel, finances, property, time and environmental impact.



#### Partnerships

We seek community partnerships that accelerate student achievement of district benchmarks.

**Policy 429 DISTRICT EXTENSION OF EMERGENCY SICK & SAFE TIME (ESST)**

**I. PURPOSE**

The purpose of this policy is for the Northfield School District to establish parameters governing the extension of Emergency Safe & Sick Time (ESST) above the forty-eight (48) hours currently provided by state law and in alignment with the district's strategic commitment to people.

**II. GENERAL STATEMENT OF POLICY**

The number of days an employee may use for ESST purposes is extended to 20 total days, providing the employee has enough accumulated sick leave available for a qualifying reason.

**III. ELIGIBILITY**

Eligible employees must qualify for the Federal Family and Medical Leave Act (FMLA), as outlined in Policy 410. To qualify for FMLA, an employee must have worked for the employer for twelve months and have worked 1,250 annual hours. Employees must work 20 hours/week or more and accumulate leave under a regular employment contract within the district.

**IV. PARTICIPATION AND USE**

- A. An employee applying for extended ESST under this policy shall inform the district in writing regarding the need for leave for an extended family member as soon as possible and at least one calendar month before the commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for using this leave.
- B. FMLA-qualifying use of accumulated sick leave can be used for up to twenty (20) work days commensurate with the employee's scheduled work day as long as they have the available accumulated leave time in their account.
- C. Extended ESST time cannot be drawn from the district sick leave bank.

Policy 429 District Extension of Emergency Safe & Sick Time (ESST)

Adopted: **Insert date**

Board of Education

INDEPENDENT SCHOOL DISTRICT NO.659

Northfield, Minnesota

*Presented to the Board of Education on 01.13. 2025*

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This report provides PCCS' authorizer, Northfield Public Schools, an overview of the 2023-2024 Annual Report.

### **Enrollment**

PCCS continues to be a popular school with full enrollment (Average Daily Membership: 179) and a robust waiting list at all grade levels.. PCCS had 12.8% students of color, 16.8% free/reduced lunch students and 22.3% special education students. Student attrition rates continue to be very low. 99.3% of students were continuously enrolled between October 1, 2023 and October 1, 2024.

PCCS continues to be a popular public school choice for families. At the time of this report, there were more than 40 applications for the thirty kindergarten places for the 2025-2026 school year.

### **Education Program**

Notable successes in the 2023-2024 education program included these strategic actions:

**All School Book Club** In 2023 PCCS was awarded the Minnesota Association of Charter Schools (MACS) Innovation Award for its All School Book Club (ASBC). The ASBC is a teacher-led initiative that focuses mission-centered community activities around a chosen text that the whole school engages with. Teacher-led professional development is aligned to the chosen text forging a connection between pedagogy and practice. As part of the award, a video was created highlighting the program. This video is now shared on the school's website and will be showcased by teachers at education conferences.

**The Arts** In January of 2024 PCCS partnered with St. Olaf college in a month-long arts residency. PCCS students and faculty worked alongside St. Olaf faculty and students to create an original Opera. Entitled *If The Rock Could Talk*, the opera was performed for the whole school community at the Northfield Middle School.

**St. Thomas Charter School Residency Program** PCCS invests in a robust 'grow your own' program to support sustainable, mission-centered staffing. In the 2023 - 2024 school year PCCS deepened its relationship with St. Thomas University and the Charter School Residency Program. Three PCCS faculty have now graduated from this "grow your own" model. In 2024-2025, PCCS is hosting two more residents who are on the general education and special education paths.

### **Student Achievement**

PCCS has a progressive education, child-centered mission that focuses on the evaluation of the whole child. Families are provided with written narratives twice a year that detail the social, emotional and academic progress of each student. PCCS establishes academic goals both for the authorizer contract and the World's Best Workforce Plan / Comprehensive Achievement and Civic Readiness (CACR Plan). PCCS exceeded state average proficiency in Science, Math and Reading Minnesota Comprehensive Assessments. Detailed accountability data reports are documented in the Annual Report.

### **Financial Management**

PCCS has steadily built a strong fund balance reserve, finishing FY24 with a fund balance of \$935,610 (35.1% of annual expenditures) which has kept the school fiscally sound and well positioned to weather unforeseen events. The audited financial statements for the year ending June 30, 2024 show General Fund total revenue at \$2,656,597 and General Fund total expenses in the amount of \$2,691,337 resulting in a net loss of \$34,740.

### **Summary**

The school's mission is being acted upon with the supporting structure of a 2022-2026 strategic plan that is aligned to each of the four mission pillars. Next year is the last year of the current five year contract with our authorizer. The school's mission is central to the teacher-led weekly two hour professional development commitment. The focus this year is on literacy connections across the curriculum, math and the All School Book Club. The Community Connections committee has implemented a robust calendar of social events where families can gather and forge relationships with each other.

Next year is the last year of the current five year contract with the Northfield School Board. We are deeply appreciative of our collaborative relationship with our authorizer and look forward to a new cycle of review and strategic outlook in the 2025 - 2026 school year.



# Prairie Creek Community School 2023-2024 Annual Report

January 13, 2025

# PCCS Mission



- PCCS is a community school
- PCCS is a child-centered school
- PCCS is a progressive education school
- PCCS works to make the world a better place

# All School Book Club

*We are committed to inquiry, innovation and reflective practice. We support children in developing the skills and habits of mind that cultivate a lifelong love of learning. We share our philosophy and practice with others and learn from them.*

- Minnesota Association of Charter Schools Innovation Award winner 2024
- Shared at two national conferences
- Multi-age construct
- Cultural competency focus
- [ASBC Award Video](#)



# Evaluation

Student Evaluation at PCCS focuses on the development of the whole child.

Evaluation tools include:

- Child-centered narratives
- Formative Assessments
- Standard Assessments
- Performance Observation
- Research Projects
- Thematic culminating events
- Arts Engagement
- Self-Reflection
- Habits of Mind

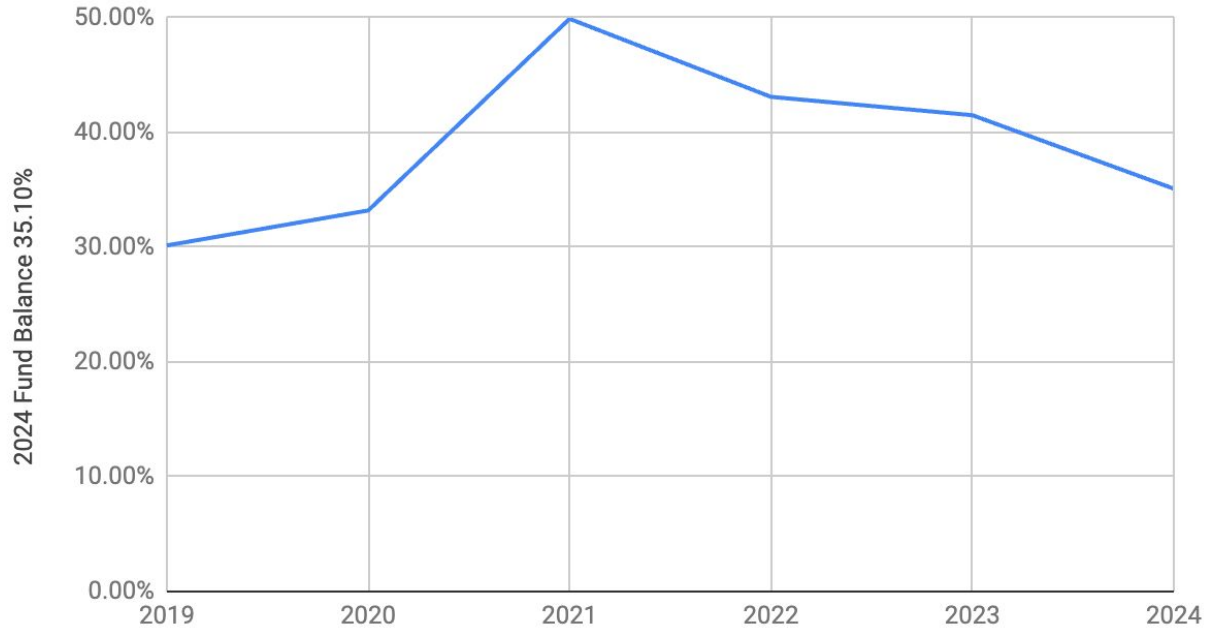
## Minnesota Comprehensive Assessment Standardized Test Scores

\*no MCAs administered statewide in 2020

Scores in %	2021	2022	2023	2024
<b>PCCS Science</b>	65.5	60.0	69.0	50.0
<b>State Science</b>	47.9	50.0	48.4	45.0
<b>PCCS Math</b>	51.9	56.2	60.7	62.9
<b>State Math</b>	44.2	44.8	46.0	45.5
<b>PCCS Reading</b>	72.0	73.0	73.0	65.9
<b>State Reading</b>	52.5	51.1	50.5	49.9

# Financial Management

2024 Fund Balance 35.10%



# Future Plans

## Key Strategic Action Focus for 2024-2025

- Community Connections Calendar
- Arts Residency - Ross Sutter
- Community Garden - Collaboration with St. Olaf
- READ Act Implementation
- Sustainability Planning



# Questions and Discussion



**Purpose:** The purpose of this report is to provide Arcadia’s authorizer with a summary of the 2023-2024 school year annual report.

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### **Enrollment**

Arcadia’s enrollment during the 2023-2024 school year dipped dramatically to 100 in the fall, but rebounded to a much more typical 112 by the end of the year, resulting in an ADM of 103.31. A tiny incoming 6th grade class (8), along with a small 7th grade class (14), both contributed to the decline, while high school numbers remained stable. However, the Marketing Committee, led by a parent with expertise in marketing, successfully appealed to families, and we ended the year with 19 students in the 7th grade class, and 12 in the 6th grade. We typically see a small number of students in other grades, as well, which brought us up to 112. Students continue to join us from a wide range of surrounding districts, including Farmington, Rosemount-Apple Valley-Eagan, New Prague, Lakeville/Elko New Market, Kenyon-Wanamingo, Tri-City United, and Faribault, though the majority of our students are Northfield residents.

### **Academic Program**

I started reporting on the [Arcadia Rubric](#) during FY21, after its creation. The Board annually revisits the rubric. “Equitable and Inclusive” and “Project Based Learning continue to get specific attention. Changes to the school’s model in FY24 included a shift to co-taught project work time and advisory, allowing executive functioning skills to be taught via push-in instead of pulling students out of project work time.

Project-based learning (PBL) was also a continued area of focus. During workshop week and during the spring term as part of QComp, the staff continued to improve their understanding and implementation of PBL across the curriculum. PBL 101 training is now a required training for all staff members.

The Opening Expedition model continues to provide the school with a solid, community-designed foundation that we build on throughout the school year. In the four days of the first week, students work in their advisories, in grade level groups, and in mixed grade level groups to build community, learn civics content, and develop the [school’s social contract](#). In FY24, the topic was “Civil Society” with content created and sessions led by our two excellent social studies teachers. The high school students once again attended a [leadership training](#), and led the mixed grade level groups through the social contract process. This has proven highly effective at establishing a positive school culture and behavior norms—students, who have established the expectations, are able to appropriately hold each other accountable with staff support.

Arcadia also continued its focus on Restorative Practices. The staff received its annual training on this topic during workshop week and it continued throughout the year. The underlying norms of a restorative community are also reinforced by the social contract process. While the community is not completely without conflict, there were zero behavioral referrals escalated to Laura and zero suspensions in FY24.

According to the State, consistent attendance was down to 67% (from 71.5% in FY23), and we continue to prioritize student attendance as an area of improvement. We were not able to hire a qualified social worker in FY24, the position that has typically worked with families to improve attendance. (We are lucky to have a wonderful person in that role this year.) However, our attendance percentage for the FY24 year was higher overall, at 92.41% after dipping to 91.75% in FY23.

### **Student Achievement**

Students at Arcadia continue to meet all MN State standards through a combination of project and course work. Arcadia students’ reading (61.5% proficient) and science (51.7% proficient) MCA scores continue to exceed the state and local averages.

Arcadia students’ math MCA scores continue to be lower, at 42.6% in FY24. Though the trend is upward from the time right after COVID (only 38.6% of students were proficient in 2021-2022), we are looking to dramatically improve students’ math proficiency. In FY24, we:

- Moved algebra 2 from an every other day to a nearly every day class (it doesn’t meet on late start days)



- Built in a more robust, daily intermediate algebra course to better prepare students for algebra 2
- Hired a tutor who collaborates with our math teachers to support students 1:1 based on their needs
- Set a math goal for QComp and provided instruction to all general education teachers in demonstrating a positive outlook toward math and incorporating math concepts across the curriculum
- Are reconsidering our 6-12 curriculum, exploring a shift to Illustrative Math

In FY25, we also changed the math model, putting together a math team, comprised of general and special education teachers who meet regularly to examine student progress, and adopted Illustrative Mathematics for our curriculum.

### **Financial Management**

In FY23, we ended the year with a \$744,906, or 33.95%, fund balance. Last year, I reported that we would likely be running a deficit budget in FY24, and that was the plan. However, despite an anticipated loss, especially with our ADM down to 103.31, we carefully managed our spending, were lucky with some budgeted areas (utilities and snow removal), and received a bit more funding than anticipated, which allowed us to instead add \$49,392 to the fund balance, taking it up to \$794,298, or 38.30%.

Despite that ultimate success, which we were not anticipating when the Board was creating the FY25 budget in April 2024, we determined in FY24 that we needed to make cuts to put us in a sustainable financial position for the future. We cut 2.0 FTE licensed staff and an additional .2 FTE administrative support staff for FY25. Salaries for all staff were frozen. We changed the middle school advisory and math instruction models and made classes that had been every other day into every day, all of which were changes that we felt would ultimately benefit students and allow for the staff cuts. With the FY25 rebound in enrollment (118 this year, anticipating an ADM of 113 with PSEO), we are in a stable financial position. We are collecting data on the model changes, but anticipate that increased instructional time, especially in English language arts and social studies, and a coherent math curriculum will have a positive impact.

### **Summary**

In the 2023-2024 school year, we continued to build on foundations established in 2022-2023 to promote a robust recovery from COVID and a renewed focus on the mission. We did significant work to ensure financial stability. The data suggest that our students are learning and our finances are in order.



2023-2024 Annual Report  
January 13, 2025

# Measuring the Mission: Arcadia Rubric

<b>Project-Based Learning</b>				
Related concepts: student input and choice, authentic, individual and collaborative, transdisciplinary, experiential				
Indicator	Not Implemented	Partially Implemented	Implemented	Well Implemented
Staff implement project-based learning in all possible areas of the curriculum.			B	
Students use and connect the methods of different disciplines in and out of the classroom.		B		
Students develop projects based on their expressed interests and learning goals.				B
Students take responsibility for managing their time and resources and receive individualized support as needed.		B		

- Four Categories: Progressive, Equitable and Inclusive, Growth and Transition-Focused, Project-Based Learning
- Current focus: Equitable and Inclusive and Project-Based Learning
- Professional Development: Restorative Practices, Math, Multilingualism and Translanguaging, PBL 101 (extended)
- In Practice: Few disciplinary referrals, bilingual seals, a project in every class

# Student Achievement: MCA Data

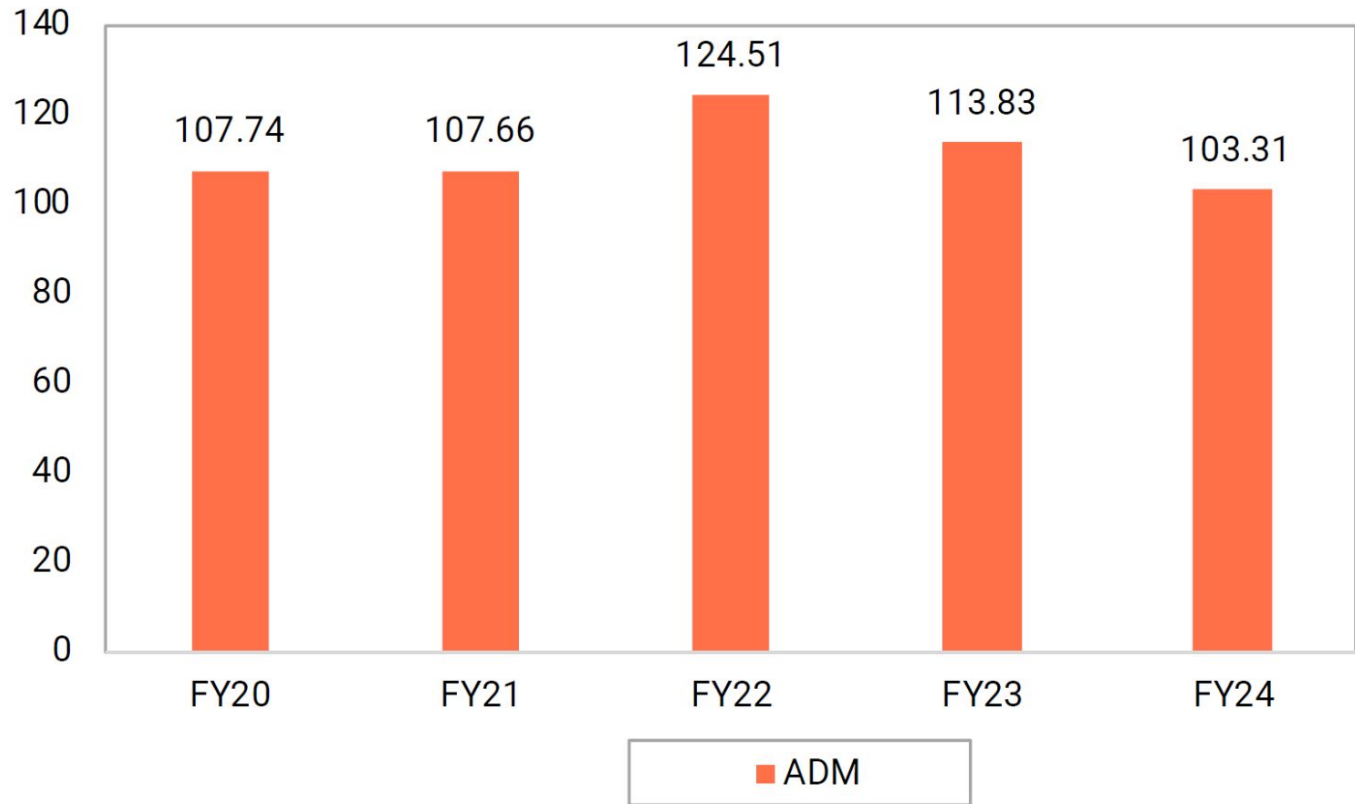
- Participation: 91.5% math, 100% science, 94.5% reading
- Continue to be above state and local averages in reading and science
- Though higher than the years immediately following COVID, math scores still lagged in 2024
- Middle school model and math curriculum changes made for 2024-2025 to support students' academic success and provide cohesive math instruction

Scores in %	2019	2021	2022	2023	2024
<b>ACS Science</b>	51.6	69.2	48.5	54.8	51.7
<b>State Science</b>	50.7	42.7	41	38.8	39.2
<b>ACS Math</b>	60	37.5	38.8	44.1	42.6
<b>State Math</b>	55	44.2	45.5	46	45.3
<b>ACS Reading</b>	73.9	83.9	67.2	57.4	61.5
<b>State Reading</b>	59.2	52.5	51.7	49.9	49.7

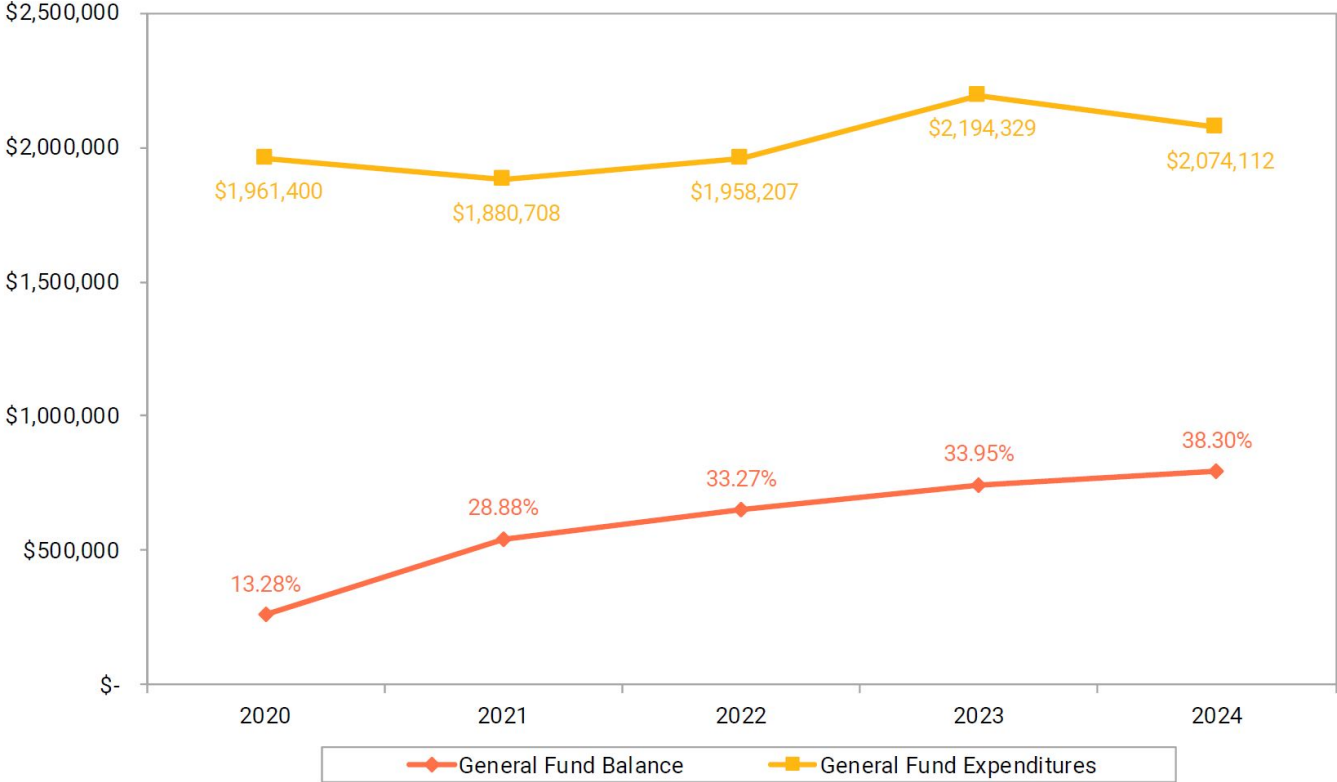
# Additional Measures of Student Achievement in FY24

- 100% Graduation Rate (5-year)
- 100% of seniors completed a senior project
- Bilingual seal testing (six students have received certificates or seals since 2020)
- 26.0 average ACT score (significantly above the national average of 19.4)
- Zero significant disciplinary referrals

# Average Daily Membership Trend



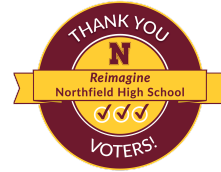
# General Fund Balance and Expenditures



# Questions and Discussion







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## Reimagine Northfield High School Bond Referendum Projects | Construction Update No. 3 | Jan. 13, 2024

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### 1. Core Planning Team

- a. Meetings were held on Dec. 17 and Jan. 8.
- b. The Dec. 17 meeting included a community feedback event.
- c. Building tours are scheduled for Jan. 21.

### 2. Activities Subcommittee

- a. Activity facility tours are scheduled for Jan. 22.
- b. First meeting scheduled for Feb. 19.

### 3. Partnership agreements

- a. Wold Architects and Engineers (architectural services - letter attached)
- b. Knutson Construction (construction management services - letter attached)

### 4. Kickoff meeting with City of Northfield department heads

- a. This meeting was held on Jan. 8. It included representatives from Wold, Knutson, the City of Northfield, and Bolton & Menk engineers.

### 5. Facility tours

The district will host two tours related to the Reimagine Northfield High School bond referendum projects.

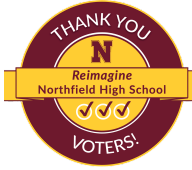
- a. January 21: Two tours of high school facilities will be held for members of the core planning teams. One group will visit Owatonna, Waseca, St. Peter, and Tartan High Schools. The other, smaller group will tour Rock Ridge High School in Virginia, MN, and Mora High School.
- b. January 22: A tour for members of the athletics subcommittee will focus on the athletic facilities of various high schools. Planned stops include New Prague, Mound Westonka, Mounds View, and Chisago Lakes.

### 6. Additional community input

- a. Wold is hosting additional feedback sessions for middle and high school students. These are being scheduled in conjunction with their building principals.
- b. Wold is also hosting a community feedback session for our Spanish-speaking community members on Jan. 22.

### 7. Reimagining Northfield High School website

- a. The district has shifted the <https://northfieldschools.org/reimagine> website from its support of the bond referendum educational campaign to a construction update site. It will continue to develop along with the project.

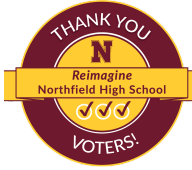


**Northfield High School  
Planning Process – Participants and Responsibilities**

<u>Group Name:</u>	<u>Participants:</u>	<u>Goals / Responsibilities:</u>	<u>Timeline:</u>
School Board	<ul style="list-style-type: none"> <li>School Board Members</li> </ul>		Ongoing
Project Oversight Committee (10 people)	<ul style="list-style-type: none"> <li>Select board members</li> <li>Select administration</li> <li>Wold</li> <li>Knutson</li> </ul>	<ul style="list-style-type: none"> <li>Set district standards</li> <li>Review the direction of the design</li> <li>Review and monitor the budget</li> <li>Recommendations to board</li> </ul>	Ongoing: x2/month meetings
High School Core Planning Group (25-45 people)	<ul style="list-style-type: none"> <li>Select board members</li> <li>Select parents and community</li> <li>NHS administration</li> <li>Select staff</li> <li>Select students</li> <li>District administration</li> <li>Facilitator: Wold</li> </ul>	<ul style="list-style-type: none"> <li>Design decisions</li> <li>Establish priorities</li> <li>Guide/direct design</li> <li>Recommendations to project oversight committee.</li> </ul>	3-4 months (8 meetings and tours)
Activities and Athletics Subcommittee (20-30 people)	<ul style="list-style-type: none"> <li>Select board members</li> <li>Select parents and community</li> <li>Activities stakeholders</li> <li>Select students</li> <li>Community Education</li> <li>District and NHS administration</li> <li>Facilitator: Wold</li> </ul>	<ul style="list-style-type: none"> <li>Design athletics/activities spaces</li> <li>Accommodate school day needs</li> <li>Recommendations to core planning group</li> </ul>	2-3 months (3-4 meetings, starting after core planning group.)
High School User Groups (4-5 people per space type)	<ul style="list-style-type: none"> <li>NHS administration</li> <li>NHS stakeholders</li> <li>Relevant community stakeholders</li> <li>Facilitator: Wold</li> </ul>	<ul style="list-style-type: none"> <li>Gather detailed input for specific spaces</li> </ul>	2-3 months 1-2 meetings, each space

**Northfield High School  
Preliminary Project Schedule**

High School Design	December 2024 – February 2026
Schematic Design (Core Group)	December 2024 – March 2025
Design Development (User Group)	April 2025 – September 2025
Construction Documents	October 2025 – February 2026
Bidding	March 2026
High School Construction	Summer 2026 – Summer 2029 (phased)
Occupancy	Fall 2029 (portions may be occupiable before)



**Northfield High School**  
**DRAFT Core Planning Group Schedule / Sample Agendas**

**Core Planning Group Meeting #1 & Community Listening Session**

**Who:** Core Group and Athletic Subcommittee members

**Date:** Tuesday, Dec. 17, 2024 between 5:30-8:00 PM

- CPG kickoff (30 min)
  - Introductions, Organization / Responsibilities
  - Project Scope / Timeline
- Community Activity:
  - Hopes & dreams for the project (75 min)
- Discuss building tours

**Core Planning Group Meeting #2**

**Who:** Core Group

**Date:** Wednesday, Jan. 8, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Tours download (likes/dislikes)
- Develop draft CPG criteria and commitments

**Building Tours (All Day)**

**Who:** Core Group and Athletic Subcommittee members

**Date:** Jan. 21 and 22, 2025

- Building tours (locations TBD)
- Ideas: Owatonna HS, Tartan HS, Rock Ridge HS, White Bear HS, St Peter? Sartell? Alexandria?

**Core Planning Group Meeting #3**

**Who:** Core Group

**Date:** Wednesday, Jan. 29, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Review draft CPG criteria and commitments
- Site discussion

**Core Planning Group Meeting #4**

**Who:** Core Group

**Date:** Wednesday, Feb. 19, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Review draft CPG criteria and commitments
- Review draft bubble diagram
- Review draft site diagram

**Activities / Athletics Subcommittee**

**Dates:** Feb. 26, March 12, April 2, and April 16, 2025

**Times:** 1:00-3:00 PM

**Core Planning Group Meeting #5**

**Who:** Core Group

**Date:** Wednesday, Feb. 26, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Review draft CPG criteria and commitments
- Review draft bubble diagram
- Review draft site diagram

**Core Planning Group Meeting #6**

**Who:** Core Group

**Date:** Wednesday, March 12, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Review draft CPG criteria and commitments
- Review draft bubble diagram
- Review draft site diagram

**Core Planning Group Meeting #7**

**Who:** Core Group

**Date:** Wednesday, April 2, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Review draft CPG criteria and commitments
- Review draft bubble diagram
- Review draft site diagram

**Core Planning Group Meeting #8**

**Who:** Core Group

**Date:** Wednesday, April 16, 2025 between 4:00-6:00 PM

- Thoughts since last meeting?
- Finalize draft CPG criteria and commitments
- Finalize plan diagram
- Review draft schematic design submittal.

**School Board Presentation: Schematic Design**

**Date:** April 28, 2025

- Update board on the core planning group's work

**User Group Meetings**

**Date:** April 2025 – July 2025

- Meet with all space users and other stakeholders as appropriate



December 3, 2024

**Matt Hillmann, Superintendent**  
Independent School District #659  
1400 Division Street South  
Northfield, Minnesota 55057

Re: Independent School District #659  
2024 Referendum Project – Northfield High School Addition and Renovation  
Commission No. 9999

Dear Matt:

Congratulations on the successful 2024 bond referendum to reimagine Northfield High School and thank you for your continued confidence in our team as your design partner to realize this project. Your community soundly supported the Board’s plan to reinvest and reimagine Northfield High School, and now the time has come to deliver on that promise! We have included in this letter information about the project budget and our proposed fees for design and construction administration.

**Project Summary – Northfield High School Additions and Renovations (“Reimagine”)**

Question 1:	\$	95,830,316
Question 2:	\$	18,762,500
Question 3:	\$	7,000,000
<hr/>		
Total	\$	121,592,816

**Project Budget Breakdown – Northfield High School Additions and Renovations (“Reimagine”)**

Estimated Construction Cost	\$	94,038,100
Contingency	\$	4,701,905
Fees, Testing, Permits, FFE	\$	22,852,811
<hr/>		
Total Cost	\$	121,592,816

**Project Services:**

- Design services will include all Architectural and Engineering work required to provide complete construction drawings and specifications, including architecture, interior design, civil engineering, landscape architecture, structural engineering, mechanical engineering, electrical engineering, acoustician design, and food service design
- Full construction administration services including review of contractor submittals, site observations, and coordination of on-site construction activities.
- Project close-out including punch list, review of close-out documents, and recommendation of final payment when all big requirements are complete.

**Wold Architects and Engineers**  
332 Minnesota Street, Suite W2000  
Saint Paul, MN 55101  
woldae.com | 651 227 7773

**PLANNERS  
ARCHITECTS  
ENGINEERS**



In accordance with our master contract with the District, we are proposing to provide these services for a base services fixed fee of 7.5% (addition/renovation) based upon the estimated cost of construction plus 1/2 of the contingency. Minor reimbursable expenses will be billed at actual costs. We typically estimate \$4,500 per million of construction and recommend that you allocate \$423,000 for reimbursables. Therefore, our fee is calculated as follows:

Estimated Construction Cost	\$	94,038,100	
1/2 Construction Contingency	\$	2,350,952	
<hr/>			
Sub Total Fee Basis	\$	96,389,052	
Fee Percentage	x	7.5%	
<hr/>			
<b>Proposed Fixed Fee</b>	<b>\$</b>	<b>7,299,179</b>	<b>plus reimbursables</b>

Per our master contract with the District, we can provide additional services for technology design and procurement and furniture design and procurement. We can discuss this in the future as budget and scope on these items become clearer.

As discussed, we will begin working on the project immediately. Please call if you have any questions, and congratulations again!

Sincerely,

Wold Architects and Engineers

Sal Bagley | AIA, LEED AP BD+C  
Partner

- cc: Valori Mertesdorf ISD #659
- Katelyn Chambers, Wold
- Sean Kelly, Wold
- Steven Chhen, Wold

This Agreement is entered into as of the day and year first written above.



**OWNER** *(Signature)*

Dr. Matt Hillmann  
Superintendent  
Northfield Public Schools  
*(Printed name and title)*



**CONSTRUCTION MANAGER** *(Signature)*

Thomas Leimer  
Senior Vice President / General Manager  
Knutson Construction Services, Rochester Inc.  
*(Printed name and title)*



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**User Notes:**

(1331905076)

# AIA<sup>®</sup> Document C132<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Adviser**

**AGREEMENT** made as of the 7th day of January in the year 2025  
(*In words, indicate day, month and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address, and other information*)

Northfield Public Schools ISD #659  
201 Orchard Street South  
Northfield, MN 55057

and the Construction Manager:  
(*Name, legal status, address, and other information*)

Knutson Construction Services Rochester, Inc.  
5985 Bandel Road NW  
Rochester, MN 55901

for the following Project:  
(*Name, location, and detailed description*)

Northfield High School  
2024 Bond Referendum Project  
1400 Division ST S  
Northfield, MN 55057

- 1) Approximately 120,000 SF multi-story classroom, offices, and commons addition as well as various renovations to the existing High School.
- 2) Approximately 39,500 SF expansion of gymnasium space at the High School.
- 3) Installation of a geothermal system to heat and cool the High School.

The Architect:  
(*Name, legal status, address, and other information*)  
Wold Architects  
332 Minnesota Street, Suite W2000  
St. Paul, MN 55101

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232<sup>™</sup>–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1331905076)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The construction documents will be generated by the Architect. The Construction Manager will define the scope of work for the subcontractors and provide construction administration services throughout the project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project consists of approximately 120,000 SF multi-story classroom, offices, and commons addition as well as various renovations to the existing High School, a 39,500 SF expansion of gymnasium space at the High School, and installation of a geothermal system to heat and cool the High School.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$ 96,298,671.00 (Estimated)



**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

.2 Construction commencement date:

May 1, 2026

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement method for the Project:

*(Identify method such as competitive bid or negotiated contract.)*

Competitive Bids for Multiple Prime Contracts.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

Bid Packages Separated by Scope of Work

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

Not Applicable

**§ 1.1.9** The Owner identifies the following representative in accordance with Section 5.5:

*(List name, address, and other contact information.)*

Dr. Matt Hillmann  
Northfield Public Schools ISD #659  
201 Orchard Street South  
Northfield, MN 55057

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§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Not Applicable

§ 1.1.11 The Owner shall retain the following consultants and Contractors:  
(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
  
- .2 Geotechnical Engineer:
  
- .3 Civil Engineer:
  
- .4 Contractors, as defined in Section 1.4:
  
- .5 Separate Contractors, as defined in Section 1.4:
  
- .6 Other, if any:  
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:  
(List name, address, and other contact information.)

Thomas Leimer  
Senior Vice President / General Manager  
5985 Bandel Road NW  
Rochester, MN 55901  
(507) 280-9788  
tleimer@knutsonconstruction.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:  
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be Determined on Scope of Work

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:  
(List name, legal status, address, and other contact information of any consultants.)

Not Applicable

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

Not Applicable

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§ 1.1.16 Other Initial Information on which this Agreement is based:

Not Applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute

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notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Not Applicable per claim and Not Applicable in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:  
*(List any items to be included that are not listed in Article 3 of E203-2013.)*

N/A

Init.

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§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

### **ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

#### **§ 3.1 Definition**

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

#### **§ 3.2 Preconstruction Phase**

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

**§ 3.2.9** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.2.10** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

**§ 3.2.11** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 3.2.12** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 3.2.13** The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

**§ 3.2.14** The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

**§ 3.2.15** The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

**§ 3.2.16** The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

**§ 3.2.17** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

**§ 3.2.18** Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

**§ 3.2.19** The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

### § 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to



payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

**§ 3.3.13** The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 3.3.14** The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

**§ 3.3.15** The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 3.3.16** The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

**§ 3.3.17** The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

**§ 3.3.18** The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

**§ 3.3.19** Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

**§ 3.3.20** The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal

schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

#### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

##### **§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Not Provided
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Not Provided
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Not Provided
§ 4.1.1.11 Furnish geotechnical engineering services	Not Provided
§ 4.1.1.12 Provide insurance advice	Construction Manager
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager
§ 4.1.1.14 Stakeholder relationships management	Construction Manager
§ 4.1.1.15 Owner moving coordination	Construction Manager
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17 Other Supplemental Services	Owner

*(Row deleted)*

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

*(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not Provided

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Not Provided

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

**§ 4.2 Construction Manager's Additional Services**

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

**§ 4.2.3** To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

**§ 4.2.4** Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Forty-Eight ( 48 ) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in

the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

**§ 5.5** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

**§ 5.6** Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.7** Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.8** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.9** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

**§ 5.10** The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.11** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.12** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.13** The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

**§ 5.14** The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

**§ 5.15** The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct

communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.16** Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

**§ 5.17** The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

**§ 5.18** Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

**§ 6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 6.4** If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the

necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than the greater of the statute of repose 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by a builder's risk "all risk" or equivalent policy form purchased specifically for the Project, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement.

**§ 8.1.4** The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Init.



**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:  
*(Set forth below the amount of any termination fee, or the method for determining any termination fee.)*

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing

financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

\$240,747.00 (Two Hundred Forty Thousand Seven Hundred Forty-Seven Dollars)

§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

To be Added via Change Order at 1.70% of Construction Costs

**§ 11.2** For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Not Applicable

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation.)*

Not Applicable

**§ 11.4** Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus 1.70 percent ( 1.70 %), or as follows:  
*(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

To be established once scope of work is defined.  
*(Table deleted)*

**§ 11.6 Compensation for Reimbursable Expenses**

**§ 11.6.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.6.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus 1.70 percent ( 1.70 %) of the expenses incurred.

Init.

**§ 11.7 Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.  
*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

Not Applicable

**§ 11.8 Payments to the Construction Manager**

**§ 11.8.1 Initial Payment**

**§ 11.8.1.1** An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.8.2 Progress Payments**

**§ 11.8.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty-Five ( 35 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
*(Insert rate of monthly or annual interest agreed upon.)*

The Rate provided by Minnesota Statute 549.09

**§ 11.8.2.2** The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.8.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

Not Applicable

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

*(Paragraphs deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

*(Insert the date of the E235-2019 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)*

- .4 Other documents:

Init.

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User Notes:

(1331905076)

# NORTHFIELD PUBLIC SCHOOLS

## School Board Minutes

December 9, 2024  
District Office Boardroom

1. Call to Order  
School Board Chair Claudia Gonzalez-George called the regular meeting of the Board of Education of Independent School District No. 659 to order at 6:04 p.m. Present: Butler, Goerwitz, Gonzalez-George, Hardy, Miller, Nelson and Quinnell. Absent: None. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted to the school district website.
2. Agenda Approval/Table File  
On a motion by Quinnell, seconded by Hardy, the board unanimously approved the agenda.
3. Public Comment  
There was one public comment.
4. Announcements and Recognitions
  - Noel and Lois Stratmoen were honored for Noel's time on the school board. Northfield Public Schools declared December 10, 2024 "Noel and Lois Stratmoen Day" in the Northfield School District.
  - The Sesquicentennial Minute: The superintendent highlighted an excerpt from Bruce Colwell's "City of Schools" book about the history of the school district.
  - Amy Goerwitz announced that Northfield High School theatre director Bob Gregory-Bjorklund was selected for the City of Northfield's Living Treasure Award, recognizing his contributions to arts and culture in the city.
5. Items for Discussion and Reports
  - a. Truth in Taxation Presentation for the Payable 2025 Property Tax Levy and Fiscal Year 2024-2025 General Fund Budget Revision Followed by Public Comment. Director of Finance Val Mertesdorf reviewed the levy and recommended revisions to the 2024-25 general fund budget. The final certified levy for 2025 is \$27,740,323.16, representing a 26.4% increase from the prior year. The increase from the preliminary levy to the final levy includes the initial debt payment for the Reimagine NHS bond. The general fund budget revision accounts for legislative impacts, final audited data, settled contracts, and benefits.
  - b. FY2024 Audit Results and Presentation. Ben Johnson with CliftonLarsonAllen, LLP, presented the results of the 2023-24 fiscal year audit. The Northfield School District received a clean audit for the 6th year in a row.
  - c. 2024-25 Comprehensive Achievement and Civic Readiness (CACR) Goals. Director of Instructional Services Hope Langston presented the 2024-2025 CACR goals.
  - d. Policy Committee Recommendations. Superintendent Hillmann presented the policy committee's recommended updates to policies 103, 401, 402, 403, 404, and 405. This will be an item for individual action at the next board meeting.
  - e. 2024-25 Superintendent Focus Area Update No. 1. Superintendent Hillmann provided an update on his 2024-25 focus areas.
  - f. Construction Update No. 2. Superintendent Hillmann provided an update on the NHS construction project.
6. Consent Agenda  
On a motion by Butler, seconded by Miller, the board unanimously approved the consent agenda.
  - a. Minutes. Minutes of the regular school board meeting held on November 25, 2024.
  - b. Gift Agreements. Gift agreements attached.
  - c. Personnel Items.

- i. Appointments
  1. Jennifer Antoine, Special Ed EA PCA for 33.5 hours/week at the NCEC, beginning 12/9/2024-6/6/2025. Step 4-\$18.05/hr.+ prorated PCA stipend. - subject to change upon settlement of 2024-26 agreement.
  2. Lily Becker, KidVentures Site Assistant for up to 11 hours/week at Greenvale Park, beginning 12/4/2024. Step 1-\$17.80/hr.
  3. Jayden Garcia Ramirez, Child Nutrition Associate I for 3.25 hours/day at Spring Creek, beginning 1/2/2025. \$2192/hr.
  4. Reed Hagberg, Softball/Basketball Official with Community Education Recreation, beginning 11/10/2024-5/31/2025. \$30/game
  5. Deborah Wagner, Special Ed EA PCA for 7 hours/day at Bridgewater, beginning 12/6/2024. Step 4-\$18.05/hr.+ prorated PCA stipend. - subject to change upon settlement of 2024-26 agreement.
  6. Jamison Baker, KidVentures Student Site Assistant for up to 15 hours/week at Greenvale Park, beginning 12/9/2024. Student Step 1-\$15.66/hr.
  7. William Baragary, Instructor Lead with Community Ed Recreation, beginning 12/14/2024 - 5/31/2025. Step 2 -\$15.80/hr.
  8. Hezekiah Ben Shirnai, 1.0 FTE Long Term Substitute Science Teacher at the High School, beginning 1/21/2025-6/6/2025. MA, Step 1
  9. William Dunker, Assistant Baseball Coach at the High School, beginning 3/17/2025. \$5,544 stipend.
  10. Updated: Elizabeth Johnson, Community School Club Leader for up to 15 hours/week at Greenvale Park, beginning 12/9/2024-5/15/2025. \$25.53/hr.
  11. Mark Johnson, 1.0 FTE Long Term Substitute Phy Ed Teacher at Greenvale Park, beginning 2/24/2025-3/21/2025. Daily Sub Rate.
  12. Deborah Wagner, Event Worker at the High School, beginning 01/01/2025. \$45/\$77 per event.
- ii. Increase/Decrease/Change in Assignment
  1. Molly Andrews, Special Ed EA Child Specific for 6.75 hours/day at the Middle School, change to Special Ed EA Resource Room EBD for 6.75 hours/day at the Middle School, effective 12/2/2024.
  2. Correction: Jennifer Bowens, Special Ed EA for 6.5 hours/day and Supervisory for .50 hours/day at the High School, change to 1.0 FTE Special Ed Teacher at Spring Creek, effective 12/9/2024-6/6/2024. MA+30, Step 7
  3. Nancy Fox, Teacher at Spring Creek, add Site Supervisor with Community Ed Recreation, effective 11/27/2024-5/31/2025. Step 6-\$17.87/hr.
  4. Claire Gardner, Teacher at the Middle School, add Speech Coach at the Middle School, effective 12/1/2024. \$2,772 stipend.
  5. Christina Smith-Lee, Special Ed EA for 7 hours/day at Bridgewater, change to Special Ed EA for 4.20 hours/day at the Middle School, effective 12/2/2024.
  6. William Baragery, Instructor Lead with Community Ed Recreation, add Instructor Assistant Step 2-\$14.76/hr, Lifeguard Step 2-\$14.76/hr. and WSI Step 1-\$16.58/hr. with Community Ed Recreation, effective 12/14/2024-5/31/2025.
  7. Vicky Chlan, Teacher at the High School, add Ski Club Chaperone with Community Ed Recreation, effective 1/6/2025-5/31/2025. \$500 stipend
  8. Deborah Wagner, Event Worker at the High School, add Building Supervisor with Community Ed Recreation, effective 12/15/2024. \$19.32/hr.
- iii. Leave of Absence
  1. Julie Erickson, Early Venture Teacher at NCEC, FMLA leave of absence beginning 12/10/2024 - 12/16/2024.
  2. Teresa Findlay, Educational Assistant at the Middle School, Leave of Absence beginning 1/2/2025 for 6 work weeks.
  3. Amber Soderlund, Teacher at Spring Creek, FMLA Leave of Absence beginning on or about 3/25/2025 through the end of the 2024-2025 school year.
  4. Taylor Choudek, Early Childhood Teacher at NCEC, childcare leave of absence beginning on or about 3/10/2025 through the end of the 2024-2025 school year.
  5. Updated: Michele Knutson, Guidance Office Administrative Assistant at the High School, FMLA Leave of Absence beginning 12/18/2024-1/29/2025.
- iv. Retirements/Resignations/Terminations
  1. Lorraine Linehan, Child Nutrition Associate I at the Middle School, resignation effective 12/13/2024. Will continue as a substitute with Child Nutrition.
  2. Christina Smith-Lee, Special Ed EA at the Middle School, resignation effective 12/19/2024.
  3. Jamie Stanley, Special Ed EA at the High School, declined position effective 11/29/2024. Will continue as a substitute EA.
  4. Heidi Melnychuk, EA at the High School, resignation effective 12/20/2024.
- v. Seniority Lists

The board approved the 2024-2025 Principal/Assistant Principals Seniority List and the 2024-2025 Teacher Seniority List.

vi. Substitute Pay Schedule

The board approved the updated substitute pay schedule as presented.

- d. Overnight Field Trip Northfield High School Band and Choir. Northfield High School Band Director Nahal Javan & Choir Director Kyle Eastman received board approval to take high school band and choir students to Minneapolis/St. Paul/Bloomington, MN, April 17-18, 2025.
- e. Overnight Trip Northfield Varsity Wrestling Team. Northfield High School Wrestling Coach Geoff Staab received board approval to take the varsity wrestling team to Rochester, MN to wrestle in a competitive individual wrestling tournament, December 19-21, 2024.

7. Items for Individual Action

- a. Certify Final 2024 Payable 2025 Tax Levy. On a motion by Gonzalez-George, seconded by Butler, the board unanimously certified to county auditors the 2024 Payable 2025 Final Certified Levy Limitation and Certification Report in the amount of \$27,740,323.16 which represents a 26.4% increase from the prior year. This action completes the school district's process that began in September with the preliminary levy certification to Rice, Dakota, and Goodhue counties and the Minnesota Department of Education (MDE). The district reviewed and analyzed MDE's calculation and the school district's property tax base estimate by Rice, Dakota, and Goodhue counties. This levy, payable in 2025, will be a component of the 2025-26 fiscal budget.
- b. Fiscal Year 2024-2025 General Fund Budget Revision. On a motion by Miller, seconded by Hardy, the board unanimously approved the revised 2024-25 general fund budget with revenues of \$67,749,122 and expenditures of \$68,341,666. The adopted general fund revenue and expenditure budget for FY24 was \$67,744,818 and \$66,853,904 respectively. The major factors contributing to these changes include the final audited data from FY24, updated enrollment estimates, finalized employment agreements, benefits, and transportation.

8. Items for Information

- a. Enrollment Report. Superintendent Hillmann reviewed the December 2024 enrollment report.
- b. Dec. 2 District Committee Meeting Recap. Superintendent Hillmann shared a recap of the district committee meetings held on Dec. 2. Individual committee reports will be shared in January.

9. Future Meetings

- a. Monday, January 13, 2025, 6:00 p.m., Organizational Board Meeting followed by the Regular Board Meeting, Northfield DO Boardroom
- b. Monday, January 27, 2025, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

On a motion by Quinnell, seconded by Hardy, the board unanimously approved to adjourn the regular board meeting at 8:36 p.m.

Amy Goerwitz  
School Board Clerk



## **RESOLUTION ACCEPTING DONATIONS**

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, Minnesota Statutes 123B.02, Sub. 6 provides: “ The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

**WHEREAS**, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

**WHEREAS**, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

**THEREFORE, BE IT RESOLVED**, that the School Board of Northfield Public Schools, ISD 659, gratefully accepts the following donations as identified below:

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: Claudia Gonzalez-George, Chair

By: Amy Goerwitz, Clerk

<b>Date of the bequest, donation, or gift:</b>	<b>Amount:</b>	<b>Who the bequest, donation, or gift is from:</b>	<b>What the bequest, donation, or gift is for:</b>
12/10/2024	\$25.00	Anonymous	Snack Cart Donation
12/4/2024	Footballs, volleyballs, gator balls, indoor pickleball net, 4 wobble stools, 6 tilted seats, tunnel, badminton birdies, exercise ball, tri bounce balls	Gopher Sport	Physical Education Teachers
12/10/2024	\$100.00	Benjamin Bus	Robotics donation
11/29/2024	\$250.00	Just Food Co-op	Robotics donation
11/22/2024	\$250.00	Merchants Bank	Robotics Donation
11/22/2024	\$1,000.00	Advanced Exhaust Solutions, LLC	Robotics Donation
11/19/2024	500	Waste Connections	Robotics Donation
12/11/2024	Renard Bassoon, worth \$8,000	Marilyn Mitling	Any bassoon student.
10/4/2024	\$30.00	Mary Broderius	Music donation
12/12/2024	\$200.00	Heritage Dental Care	Robotics Donation
12/12/2024	2 large hot wheels tracks and cars	Marthann Schulte	Early Childhood Programs
12/6/2024	\$750.00	Westman Enterprises LLC	2025 Ski & Snowboard Club
12/19/2024	\$50.00	Stephanie Almen	Northfield Middle School
12/20/2024	\$100.00	Matthew Hillmann	All District Art Show Postcards
1/1/2025	\$5.00	Nichole Carr	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/2/2025	\$10.00	Alyssa Melby	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/2/2025	\$1,000.00	Minnesota AG in the Classroom Foundation	FFA/AG grant
1/3/2025	\$5.00	Samantha Shimota	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/3/2025	\$4.50	Katie Townzen	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/3/2025	\$4.50	Geoffrey Mariita	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/3/2025	\$4.50	Anna Hudson	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/3/2025	\$4.50	Jillian Jarvis-Piper	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/3/2025	\$4.50	Samantha Shimota	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/3/2025	\$10.00	Jamie Moyer	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/3/2025	\$10.00	Alicia Regan	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/3/2025	\$5.00	Melissa Peers	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/5/2025	\$5.00	Erin Bailey	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/5/2025	\$5.00	Erin Thorman	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/5/2025	\$10.00	Stephanie Graff	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/5/2025	\$10.00	Lisa Bowers	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/5/2025	\$10.00	Emily Kath	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/6/2025	\$5.00	Alyssa Melby	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/6/2025	\$10.00	Miranda Hooker	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/6/2025	\$4.50	Melissa Zant	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/6/2025	\$5.00	Sarah Bloom	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/6/2025	\$10.00	Andrew Dimick	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/6/2025	\$10.00	Betsy Allister	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/6/2025	\$10.00	Caitlin Reuter	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/6/2025	\$10.00	Natalie Berg-Wall	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/7/2025	\$5.00	Abby Haefner	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/7/2025	\$5.00	Jennifer Tonko	GVP 3rd Grade Bell Museum Scholarship Donation [From Kit:GVP 3rd Grade Bell Museum]
1/7/2025	\$4.50	Kelby Rose	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]
1/7/2025	\$5.00	Marianne Loftus	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/7/2025	\$250.00	BAMCO 5093 NORTHFIELD	Robotics donation
1/8/2025	\$10.00	Kimesha Winn	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/8/2025	\$10.00	Lucy Thiboutot	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/8/2025	\$10.00	Susana Hernandez	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/8/2025	\$10.00	Nichole Carr	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]

Date of the bequest, donation, or gift:	Amount:	Who the bequest, donation, or gift is from:	What the bequest, donation, or gift is for:
1/8/2025	\$10.00	Justin Lang	GVP Gr. 2 Mill City Museum (ENGLISH) Donation [From Kit:GVP Gr. 2 Mill City Museum (ENGLISH)]
1/8/2025	\$5.00	Christy Holzer	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
1/8/2025	\$5.00	Johnna Ashton	GVP Gr. 3-5 Roller Skating Donation [From Kit:GVP Gr. 3-5 Roller Skating]
12/31/2025	approximately \$575: goldfish crackers, books, gift cards, fidgets, games, sensory activity board, markers, crayons, dry erase labels, stapler, address labels, lanterns, bug toys, glitter, LCD writing tablet, dabbers, flashlights, pens, trinkets for treasure box, lego kits, whiteboard magnetic cup holder, whiteboard eraser, balloons, kickball bases, magnetic name labels, magnetic ten-frame boards, games	Staff Members: Amundson, Bulfer, Carlson, Eliason, Flicek, Hetzel, Kortbein, Landry, Nivala, Papke, Peterson, Scheil, Shroyer, Specht, Swenson, Tacheny	Christmas
1/9/2025	\$3.00	Kaley Varley	GVP Gr. 1 Ordway: Lalo's Lunch Field Trip Scholarship Donation [From Kit:GVP Gr. 1 Ordway: Lalo's Lunch Field Trip]

# ***Grant Application Approval Form***

January 8, 2025

**Any proposal submitted to an external funding source that involves any entity within the Northfield Public Schools must be approved by the School Board before the proposal is submitted. This form will accompany all requests to the School Board and will be filed with the Grant Coordinator along with a copy of the completed grant proposal. All proposals must:**

- Support the District’s mission and goals.
- Be financially feasible and supported by all affected District departments or buildings.
- Demonstrate collaboration and commitment from the District if required.

<b>Grant Proposal Information</b>	
<b>Project Title</b>	Multipurpose Community Facility Capital Projects Grant
<b>Project Period</b>	From: May 1, 2025 To: December 31, 2031
<b>Funding Source</b>	Minnesota Department of Education
<b>Application Deadline</b>	January 3, 2025
<b>List all Grant Applicants</b>	Northfield Public Schools
<b>School/Department</b>	Northfield Community Education
<b>Contact Person</b>	Erin Bailey Phone No. 507-664-3652
<b>Project Information</b>	
<b>Brief Proposal Description</b>	<p>Our capital facility project will enhance the infrastructure of the Northfield Community Education Center (NCEC) to alleviate program gaps identified during the COVID-19 pandemic and directly enable collaborative education, work, and health monitoring activities. The NCEC is housed in the former Greenvale Park Elementary building and opened near the beginning of the COVID-19 health emergency. It is a multipurpose space, open to the community, that houses early childhood education services (Early Childhood Family Education, Hand in Hand Preschool, a licensed birth to age five childcare center), Adult Basic Education (ABE) services, and Northfield’s Community Education main offices. It also is a space intended to be a resource for the neighborhood and community and hosts external partners who provide outreach and additional community resources. This project’s facilities improvements will add new, and enhance existing, services onsite, including:</p> <ul style="list-style-type: none"> <li>• Education monitoring through early childhood education and care, academic tutoring, financial aid navigation, onsite childcare for parenting students, free adult basic education classes, low-cost postsecondary classes, and access to high-speed internet and computers.</li> <li>• Work development and employment monitoring through career planning, career pathway exploration and development, employment navigation, resume writing support, mock interviews, childcare resources for working parents, financial literacy sessions, and access to high-speed internet and computers.</li> <li>• Health monitoring and activities that promote good health, including bilingual early childhood screenings, vision screenings, vaccinations, and children’s dental services; family navigation services that increase access to early childhood health screenings and health insurance; health and safety guidance for parents and caregivers; healthy food distribution; fitness sessions; and access to high-speed internet and computers.</li> </ul>
<b>Project Goal (in one Sentence)</b>	Our capital facility project will enhance the infrastructure of the Northfield Community Education Center (NCEC) to alleviate program gaps identified during the COVID-19 pandemic and directly enable collaborative education, work, and health monitoring activities.
<b>List All Personnel Involved in Application</b>	Erin Bailey, Amy McBroom and Melissa Cavanaugh

<b>Budget Information</b>	
<b>Amount Requested</b>	\$499,292.00
<b>Matching Funds</b>	
<b>Source of Matching Funds</b>	

Required Documents Attached:  Completed Application  Rough Draft  Summary of Application



Project Initiator Signature



Building Principal or District Administrator  
Signature

Approved by the School Board  Not Approved by the School Board Date \_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA**

**AND**

**EDUCATION MINNESOTA-NORTHFIELD PUBLIC SCHOOLS EDUCATIONAL SUPPORT STAFF,  
LOCAL #6030, EDUCATION MINNESOTA, AFT, NEA, AFL-CIO**

**AGREEMENT EXTENDS FROM**

**July 1, 2024 to June 30, 2026**

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## **ARTICLE I EMPLOYMENT**

**Section 1.01 Parties:** THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the Education Minnesota-Northfield Public Schools Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, 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 Educational Assistants during the duration of this Agreement.

### **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1.02 Recognition:** In accordance with the P.E.L.R.A, the school district recognizes the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO as the exclusive representative for Educational Assistants employed by the School Board of Independent School District No. 659, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

**Section 1.03 Appropriate Unit:** The exclusive representative shall represent all Educational Assistants in the district contained in the appropriate unit as defined in Article I, Section 1.06 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

**Section 1.04 Information:** The school district shall provide the exclusive representative with a list that includes the classification, position title, and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the school district shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

### **DEFINITIONS**

**Section 1.05 Terms and Conditions of Employment:** shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

**Section 1.06 Description of Appropriate Unit:** For purposes of this Agreement, the term Educational Assistants shall mean all Educational Assistants in the appropriate unit employed by the school district, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all other employees.

**Section 1.07 School District:** For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

**Section 1.08. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.



## SCHOOL DISTRICT RIGHTS

**Section 1.09 Inherent Managerial Rights:** 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 1.10 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.

**Section 1.11 Effect of Laws, Rules and Regulations:** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by State and Federal laws, 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, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. 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 1.12 Reservation of Managerial Rights:** The foregoing enumeration of School Board 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.

## EMPLOYEE RIGHTS

**Section 1.13 Right to Views:** Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their 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 the rights of the exclusive representative.

**Section 1.14 Right to Join:** 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 employees of such unit with the School Board.

**Section 1.15 Request for Dues Check Off:** The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card

of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization as outlined in Appendix D.

**Section 1.16 List of Unit Employees:** The school district will provide the exclusive representative with a list of all unit employees upon request.

**Section 1.17 Conducting Business of the Exclusive Representative:** The exclusive representative shall have access to school facilities, including equipment, by arranging with the office of Community Education. Reasonable time without loss of pay may be granted by the school district for use by the exclusive representative for representation issues, negotiations or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

**Section 1.18 Personnel Files:** An employee may review their district personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any material contained therein, and shall have the right to challenge false or inaccurate statements as provided by state statute. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

**Section 1.19 Association Release Time:** During the term of this Agreement, the exclusive representative will have available 40 hours of release time. This time shall include all time spent away from work duties on behalf of the exclusive representative as designated by the Northfield Schools Educational Support Staff President including any grievance activities. Association leave shall not be used for activities in support of any other exclusive representative of employees, nor to run for elective office of any kind.

## **ARTICLE II RATES OF PAY, HOURS OF SERVICE AND HOLIDAYS**

**Section 2.01 Job Classifications:** Educational Assistants (EA) represented by the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, shall be employed in two classifications: General Education EA and Special Education EA. A job classification appeals process is available from the Human Resources Office.

**General Education EA:** to include Supervisory, Instructional, and Media Educational Assistants.

**Special Education EA:** to include Special Education Personal Care Assistant Educational Assistants.

**Section 2.02 Rates of Pay:** The steps and corresponding rates of pay are shown below. Step placement of entering employees shall be determined by the School Board.

Step changes shall take effect on July 1. In order for an employee to advance to a succeeding step on the schedule, they must have been employed by the district for more than half of the preceding work year.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

<u>2024-2025</u>				
	1	2	3	4
Base Pay:	18.33	18.73	19.13	19.86
-----				
<u>2025-2026</u>				
	1	2	3	4
General Education	19.79	20.23	20.66	21.44
Special Education	21.86	22.30	22.73	23.51

**Special Education PCA Stipend:** All Educational Assistants working as Personal Care Assistants (PCA) in the 2024-2025 school year shall receive a \$2,500 stipend, prorated to the number of hours worked in special education. Proration for hours worked as a PCA will be based on the following schedule:

<u>Hours/day</u>	<u>Percentage</u>
6.0 – 8.0 hrs/day	100%
4.0 to 5.99 hrs/day	75%
2.0 to 3.99 hrs/day	50%
Less than 2 hrs/day	25%

Beginning July 1, 2025 the Special Education PCA Stipend will be rolled into the base pay for special education assistant – PCA positions.

**Section 2.03 Employee Information:** A copy of the School Board follow up information authorizing the employment of a new staff member shall be forwarded to the president of the association.

### HOURS OF SERVICE

**Section 2.04 Work Day:** The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District and shall be scheduled by the building principal. The paid work day for Educational Assistants shall include an unpaid lunch break of 30 minutes or as otherwise mutually agreed. Educational Assistants may not be able to take a duty-free lunch during non-regularly scheduled or special events such as off-site field trips. Educational Assistants will be paid in the event they lose their duty-free lunch.

**Section 2.05 Work Year:** The work year for Educational Assistants shall normally be the instructional days in session plus eight hours of training opportunities and additional days as deemed necessary by the district.

The district and the exclusive representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

**Section 2.06 Breaks:** Educational Assistants shall receive a 15-minute paid break during each three hours of employ, not to exceed two 15-minute paid breaks per day. These paid breaks shall be taken at a time when the least possible disruption in service results. Educational Assistants may not be able to take breaks during non-regularly scheduled or special events, such as an off-site field trip. It is understood that Educational Assistant will not receive additional pay for these lost breaks.

**Section 2.07 School Closing:** An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, riot, etc.

Subd. 1 - In the event that school (or schools) is closed due to an emergency, Educational Assistants shall continue to receive compensation proportionate to their work day for one day per year. School days that begin late or end early due to an emergency shall not be counted towards this one day and Educational Assistants shall receive compensation proportionate to their workday for late start or early release portions of their day. Educational Assistants shall be required to perform services if requested to do so by their immediate supervisor.

Subd. 2 - The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closing.

If school is closed for a second day or more that has not been designated a student make-up day according to the Northfield Public Schools Calendar (calendar), the day(s) transition to e-learning days and secondary special education educational assistants will may support student learning remotely, if deemed necessary by the student's case manager. General Education Educational Assistants and Special Education Educational Assistants not able to support students on e-learning days can choose to use personal paid time off, or complete training using the following modules:

Vector  
Infinitec  
AXIS3  
Google Suite  
YouTube

**Section 2.08 Payment of Employees:** Educational Assistants shall record their hours worked on the District approved online time recording system and shall be paid from the recorded time sheet.

In an effort to mitigate the financial impact of elected benefit deductions for Educational Assistants during pay periods with fewer school days, the District and Federation agree to follow the schedule below for the deductions of elected benefits.

1.	1 <sup>st</sup> September	<b>No Deduction</b>	11.	1 <sup>st</sup> February	Deduction
2.	2 <sup>nd</sup> September	Deduction	12.	2 <sup>nd</sup> February	Deduction
3.	1 <sup>st</sup> October	Deduction	13.	1 <sup>st</sup> March	Deduction
4.	2 <sup>nd</sup> October	Deduction	14.	2 <sup>nd</sup> March	Deduction
5.	1 <sup>st</sup> November	Deduction	15.	1 <sup>st</sup> April	<b>No Deduction</b>
6.	2 <sup>nd</sup> November	Deduction	16.	2 <sup>nd</sup> April	Deduction
7.	1 <sup>st</sup> December	Deduction	17.	1 <sup>st</sup> May	Deduction
8.	2 <sup>nd</sup> December	Deduction	18.	2 <sup>nd</sup> May	Deduction

9. 1 <sup>st</sup> January	No Deduction	19. 1 <sup>st</sup> June	Deduction
10. 2 <sup>nd</sup> January	Deduction	20. 2 <sup>nd</sup> June	No Deduction

**HOLIDAYS**

**Section 2.09 Eligibility:** This article shall apply to Educational Assistants who work four hours per day or more.

**Section 2.10 Holidays with pay:** Six per year (proportionate to a work day)

- |                  |                   |
|------------------|-------------------|
| Labor Day        | Christmas Eve Day |
| Memorial Day     | Christmas Day     |
| Thanksgiving Day | New Year's Day    |

**ARTICLE III  
LEAVES OF ABSENCE**

**Section 3.01 Eligibility:** Educational Assistants regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article except as provided in Section 3.02, Subd. 1.1 and Subd. 1.2 herein.

**Section 3.02 Sick Leave:**

**Subd. 1.** Eligible Educational Assistants as defined in Section 1 above, will earn ten (10) sick leave days with pay per year, proportionate to the work day.

**Subd. 1.1.** Educational Assistants who work between 14 and 19.99 hours per week will earn four (4) sick leave days with pay per year, proportionate to the work day. Such days will be noncumulative and may be used for sick leave or bereavement leave.

**Subd. 1.2.** Substitute or temporary Educational Assistants who are regularly scheduled to work less than sixty (60) days shall not be eligible for any benefits described under this article. Educational Assistants who are scheduled for 60 or more days but less than the entire school year shall earn a pro-rated amount of sick leave time based on eligibility requirements listed in Section 3.01 and Section 3.02 of this agreement and the amount of time remaining in the school year.

**Subd. 2.** Unused sick leave days proportionate to the educational assistant's work day, may accumulate to a maximum credit of 190 days for eligible educational assistants.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child or other individuals to the extent provided by Minnesota law which prevented the employee's attendance at work on that day or days.

**Subd. 4.** The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The school district shall retain the right to require an employee to provide a second

medical certification, at district expense, from a physician of the employer's choosing prior to granting sick pay.

**Subd. 5.** All sick leave shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for sick days that are not later earned by such employee.

**Section 3.03 Bereavement Leave:** Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family or friends. Time off for bereavement leave shall be deducted from unused sick days.

**Section 3.04 Worker's Compensation:** An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, unless the employee notifies the district in advance that they elect not to use sick leave for this purpose. Benefit payments shall continue in accordance with state and federal laws.

**Section 3.05 Judicial Duty:** For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator immediately upon being excused from judicial duty.

**Section 3.06 - Child Care and Adoption Leave:** Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

**A.** A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

**B.** An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.

**C.** If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

**D.** Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

**E.** In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

**F.** Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

**G.** An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

**H.** Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

**I.** Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

**J.** Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

**Section 3.07 Leave of Absence Without Pay:** Eligible Educational Assistants may apply for leaves of absence without pay in the event of personal extenuating circumstances.

**Subd. 1. Leave of Absence Without Pay:** Requests for leaves of absence without pay may be approved by the Director of Human Resources. Requests for unpaid leave of absence must be approved in advance except in cases of emergency.

**Section 3.08 Personal Leave:** Up to a total of five (5) days sick leave per year may be used to cover events requiring the employee's personal attention which cannot be conducted outside scheduled hours of work. No more than three (3) days can be used consecutively. No more than four (4) educational assistants per building can use personal on the same day. Request for leave under this Section must be through the District's substitute/leave system at least three (3) days in advance, except for emergencies.

Any unused Personal Leave days will remain as accrued sick leave.

**Section 3.09 School Conference and Activities Leave:** In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the

employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

**ARTICLE IV  
GROUP INSURANCE**

**Section 4.01 Group Insurance:** During the term of this contract, the employer will purchase the group insurance policies described in this article. It is understood and agreed that the provisions of this article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage.

Educational Assistants regularly scheduled to work twenty or more hours per week shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and acceptance by the carrier.

**Section 4.02 Health and Hospitalization Insurance:** Eligible employees and their spouse and dependent children may participate in the district group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. The difference between the Board contribution and the total insurance premium will be paid by the employee through payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

**Section 4.03 Income Protection:** Income protection insurance shall be provided for employees who are eligible for and enrolled in the school district's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the school district. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave in combination with income protection insurance payment to receive the employee's regular rate of pay.

**Section 4.04 Life Insurance:** The employer will provide group term life insurance coverage for eligible educational assistants in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction



**Section 4.05 Dental Insurance:** Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u> <u>1.0 factor</u>	<u>25 &lt; 30 hrs/wk</u> <u>.6 factor</u>	<u>20 &lt; 25 hrs/wk</u> <u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

**Section 4.06 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 claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 4.07 Duration of Insurance Contribution:** Eligible employees as described in Section 4.01 shall receive employer insurance contribution through August 31st. When termination of employment occurs prior to the completion of a school year, all district participation and contribution shall cease, effective at the end of the month in which termination of employment occurs. However, employees who were members of the district’s health and hospitalization insurance and dental insurance plans prior to termination of employment may be continued in the group for a period following termination pursuant to applicable laws if they pay the entire premium amount.

## ARTICLE V EXPERIENCE AND RETENTION PAY

**Section 5.01 Experience and Retention Pay:** Educational Assistants shall receive experience and retention pay according to the schedule listed below. Experience and retention pay differential shall begin with the first paycheck issued to the employee after July 1 of the employee’s fifth year of employment with the District.

In addition to the hourly rate to which they are entitled under Article II, Section 2.02, Educational Assistants shall be eligible for experience and retention pay according to the following schedule:

2024-25 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$2.00
9 to 13 years of experience completed	\$2.50
14 to 18 years of experience completed	\$3.00
19 or more years of experience completed	\$3.50
2025-26 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$1.50

9 to 13 years of experience completed	\$2.00
14 to 18 years of experience completed	\$2.50
19 or more years of experience completed	\$3.00

**ARTICLE VI  
403(b) TAX DEFERRED PLAN MATCHING**

**Section 6.01. District Match:** Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan. The School District will match an employee’s contribution to a 403(b) tax deferred plan up to \$600 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$35,000.

**ARTICLE VII  
PROBATIONARY PERIOD, EVALUATION, DISCIPLINE AND DISCHARGE,  
AND RESIGNATIONS**

**Section 7.01 Probationary Period:** New Educational Assistants hired by Independent School District No. 659 shall have a probationary period of six (6) months. During the probationary period, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to file a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1 Evaluations: The probationary period is a time during which a new employee is being tested on job capabilities, performance and fitness. As such, new employees should have a clear understanding of the district’s expectations and needs. An evaluation conference shall be held with the employee and the appropriate supervisor during the first six months of employment to assist the new employee in assessing their job performance.

**Section 7.02 Completion of Probationary Period:** An employee who has completed the probationary period may be disciplined or discharged only for cause.

**Section 7.03 Evaluation of Probationary Employees:** Probationary employees will be evaluated by their immediate supervisor prior to the end of the employee’s probationary period.

**Section 7.04 Evaluation of Non-Probationary Employees:** Employees who have completed their probationary period will be evaluated at least once every five years.

**Section 7.05 Evaluation Review:** Evaluations will be reviewed with the employee within ten (10) working days of the evaluation. The employee will have the right to attach a response to the evaluation if the employee disagrees with the evaluation. An employee signature to an evaluation will only indicate that the evaluation has been received by the employee.

**Section 7.06 Discipline Procedures:** The School District will follow a policy of progressive discipline, when appropriate, with unit employees. The normal discipline sequence will be 1) an oral reprimand, 2) a written reprimand, 3) suspension without pay, 4) termination. The seriousness of the matter will determine at what level disciplinary action is commenced.

**Subd. 1.** A member of the exclusive representative suspended during an ongoing investigation, shall be paid the normal daily rate until the school district reaches its decision on the status of the employee and concluded its investigation.

**Section 7.07 Resignation:** Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained.

## **ARTICLE VIII EXPENSES**

Necessary and pre-approved expenses that are required of an Educational Assistant in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

An Educational Assistant will be reimbursed for the actual cost of replacement or repair of any damage to personal property and clothing as a result of student action or assigned duties up to a maximum of \$100.00 per incident with the exception of broken prescription glasses and personal cell phones which will be reimbursed up to \$300. A Damage Report Form will be filled out by the employee and presented along with the damaged article for verification by the employee's supervisor prior to reimbursement.

## **ARTICLE IX NOTIFICATION OF JOB OPENINGS**

**Section 9.01 Notice:** The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school Educational Assistant job openings will be posted in each school for a period of five (5) working days. In addition, a copy will be sent to the president of the Educational Support Staff and all members of the local via the District e-mail system. Requests for consideration for job openings shall be made through the District's online application system.

Final judgment regarding the selection and placement of Educational Assistants shall be made by the school district upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

**Section 9.02 Job Opening:** Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position. Current employees shall be given first consideration for vacant positions.

**Section 9.03 Transfer:** Transfer shall be defined as change in job location or position. Whenever possible, an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer, the supervisor or their designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a building visit, if the position is in a new location for the employee.

## **ARTICLE X REDUCTION OR ELIMINATION OF POSITIONS**

**Section 10.01 Seniority Date:** The seniority date shall be defined as the most recent date of continuous employment in an Educational Assistant position in the district. Movement from one Educational Assistant classification to another shall not change the seniority date. Seniority shall continue during approved leaves of absence from the district. Upon returning from leave of absence, the educational assistant shall be placed on the same step of the salary schedule as previously occupied.

**Section 10.02 Reduction or Elimination of Positions:** The District shall consider the length of service (seniority), along with other relevant factors, of employees within the same job category and within the same building when reducing hours or eliminating positions. An employee on layoff shall retain their seniority and right to recall in seniority order for a period of eighteen 18 months after the date of layoff. In the event more than one employee on the recall list has the identical date of hire, the district's employee identification number shall be used, in ascending order, to place the employee on the recall list.

**Subd 1. Contact Information for Notice of Recall:** When placed on layoff an Educational Assistant shall file with the District Human Resources Office their name, active telephone number and either a second active telephone number or an active email address where they can be reached daily. It is the employee's responsibility to update any changes to the contact information with the Human Resources Office.

**Subd 2. Recall Notification:** The District Human Resources Office will notify one or more eligible employees when a position becomes available for recall. Each employee will be notified of their order on the recall list. After being offered the position, the employee will have two (2) full eight-hour business days to make a decision. The day of the call does not count toward the two full business days. When more than one employee is contacted concurrently for the same position, the employees will have the same two (2) full eight-hour business days to respond. If the position is accepted by a more senior employee, the less senior employee(s) will be contacted on the third business day and returned to the recall list. If no response is received by 4:00 p.m. on the second full business day, the offer will be considered declined.

If the School District Human Resources Office is unable to contact an eligible employee using the contact number(s) or email address supplied by the employee, the president of the exclusive representative, or his/her designee, will be contacted. This call will serve as recall notification and the two (2) full eight-hour business days will accrue from that point in the same manner as if the employee on recall had been contacted.

**Subd 3. Loss of Recall Rights:** If an employee on recall declines an offer of a position, they shall lose all further recall rights under this Article.

**Section 10.03 Notice of Elimination of Position:** To the extent possible, the district shall notify an employee by the last day of school if their position is to be eliminated or hours changed for the subsequent school year. The district will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year, with the exception of the reduction or elimination of a student-specific special education educational assistant due to the departure of the student. In that case, the district shall provide a two-week notice if possible or as soon as practical.

## ARTICLE XI GRIEVANCE PROCEDURE

### **Section 11.01 Definitions and Interpretations**

**Subd. 1. Grievance Definition:** A “grievance” is an allegation by a unit member, unit members, or the exclusive representative, of a violation, misinterpretation, or misapplication of this Agreement.

**Subd. 2 Representative:** The School Board may be represented during any step of the procedure by its designated representative. The Educational Support Staff shall be represented during any step of this procedure by the Exclusive Representative. Only the Exclusive Representative shall process a grievance through any step, including arbitration, of this grievance procedure.

**Subd. 3. Extension:** Time limits specified in this Agreement may be extended by mutual agreement.

**Subd. 4. 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. 5. 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. 6. 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 11.02 Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board’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 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.

**Section 11.03 Informal Discussion:** Before filing a formal grievance, the unit member(s) shall first discuss the alleged grievance with their building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

**Section 11.04 Level I:** If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing, on the grievance form (Appendix A) and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written disposition of the grievance to the grievant and the exclusive representative within ten days after receipt of the written grievance.

**Section 11.05 Level II:** In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.

**Section 11.06 Level III:** In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. 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.

**Subd. 1. School Board Review:** The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention 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 reverse or modify such decision.

**Subd. 2. 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 employee may appeal it to the next level.

**Section 11.07 Level IV:** In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1.** 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 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 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 from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. 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 a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information:**

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (1) The issues involved.
- (2) Statement of the facts.
- (3) Position of the grievant.
- (4) The written documents relating to the grievance procedure.

b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

**Subd. 5. 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.

**Subd. 6. 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 him/her 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.

**Subd. 7. 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.

**Subd. 8. 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 boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

**ARTICLE XII  
DURATION**

**Section 12.01 Term and Reopening Negotiations:** This Agreement shall remain in full force and effect for a period commencing on July 1, 2024, through June 30, 2026, and thereafter as provided by the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 12.02 Effect:** This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 12.03 Finality:** Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

**Section 12.04 Severability:** The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

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

For the Northfield Educational  
Support Staff Local #6030, Education  
Minnesota, AFT, NEA, AFL-CIO

For Independent School District #659  
Northfield, Minnesota

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson, Board of Education

\_\_\_\_\_  
Clerk, Board of Education

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2025

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 2025



**APPENDIX A  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Assignment: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Statement of the grievance (including events/conditions of the grievance/persons responsible)

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Contract provision allegedly violated:

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Redress Sought: \_\_\_\_\_

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**LEVEL I – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Principal or Immediate Supervisor and Reasons Therefore:**

Disposition:

---

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Reasons:

---

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Initial Applicable Statements:

- I hereby accept the above disposition.  
 I hereby decline the above disposition.  
 I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL II - FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Superintendent and Reasons Therefore:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial Applicable Statements:

- I hereby accept the above disposition.
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL III – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition by Board of Education and Reasons Therefore:**

Disposition:

\_\_\_\_\_

Reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Initial Applicable Statements:

- I hereby accept the above disposition.
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**LEVEL IV – FORMAL**

Date Issued: \_\_\_\_\_

**Disposition and Award of Arbitrator:** Attach Arbitrator’s award.



To: Val Mertesdorf, Director of Finance  
 Molly Viesselman, Director of Human Resources

From : John Mahal, Activities Director

Date: January 13, 2025

RE: Gameworkers/Officials/Coaches Event Pay Memo

Our Speech Coach has indicated that recruiting and retaining qualified speech judges has been challenging. Many judges accept positions in other districts that offer higher compensation for their time and expertise. Currently, our district offers a \$77 stipend per event. A recent market analysis of over 50 schools found that the average stipend for speech judges is \$100. To remain competitive and ensure that our students continue to have access to high-quality speech programs, I recommend increasing our stipend rate to \$100 per event.

Position	Current Rate	Proposed Change	Notes
<b>Event Workers &amp; Site Supervisors</b>			
Site Supervisor	\$90.00		
Site Supervisor (3 Games)	\$103.00		
Spectator Supervisor	\$70.00		
Game Worker 1 Game (2-2.5 hours)	\$45.00		Announcer, Table Worker, Ticket Seller/Taker
Game Worker 1 Game/Meet (3.25 hours)	\$58.00		
Game Worker 2 Games	\$77.00		
Speech Judge	\$77.00	\$100.00	
<b>Lower Level Game Officials</b>			
Basketball (1 Game)	\$40.00		
Basketball (2 games)	\$70.00		
Football (Licensed w/ MSHSL)	\$80.00		
Football (1 game)	\$45.00		
Soccer (1 game)	\$45.00		
Volleyball (1 game)	\$45.00		
Wrestling (2 hours)	\$45.00		
Softball (1 game)	\$60.00		
Softball Double Header	\$120.00		



Softball (2 five inning games)		\$100.00		
Baseball (1 game)		\$65.00		
Baseball Double Header		\$130.00		
Baseball (2 five inning games)		\$110.00		

## Policy 103 CONCERNS OR COMPLAINT RESOLUTION

### I. PURPOSE

The Northfield School District takes seriously all concerns or complaints by students, employees, parents, district residents, and property or business owners. If a specific complaint procedure is provided within any other policy of the district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that will be used. This policy aligns with the district's commitment to partnerships, communication, and people.

### II. GENERAL STATEMENT OF POLICY

An effective organization relies on direct communication between stakeholders. The superintendent or their designee will establish [procedures](#) to accompany this policy that will guide stakeholders on how to bring their concerns or complaints to resolution. These procedures shall be consistent with the applicable provisions of Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), other district policy, or law.

Other policies that contain a complaint procedure include, but are not limited to:

Policy 102: Educational and Employment Opportunity

Policy 413: Harassment and Violence

Policy 414: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Policy 415: Mandated Reporting of Maltreatment of Vulnerable Adults

Policy 514: Bullying Prohibition

Policy 521: Student Disability Nondiscrimination

Policy 522: Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process

Policy 526: Hazing Prohibition

Activities & Athletics Co-Curricular Handbook

#### Policy 103 Concerns or Complaint Resolution

Adopted: 02.08.2021; Non-Substantive Update: 04.19.2022; INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 514 (Bullying Prohibition)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

## Procedures for Policy 103: CONCERNS OR COMPLAINT RESOLUTION

### I. GENERAL STATEMENT

The purpose of this document is to identify the chain of responsibility to support the concern/complaint resolution process. The district provides a sample concern/complaint procedure template to help employees, students, parents, district residents, and property or business owners document steps in the process if necessary. This process should be documented using the appropriate [process summary document](#).

### II. RESOLUTION PROCESS

- A. ***Discuss the issue directly with the person of concern.*** Most issues or problems can be solved by a conversation between those involved in it. Individuals should first discuss the issue directly with the person of concern. Parent concerns about student-to-student issues should begin with the teacher. If you believe the situation has escalated to a bullying issue, follow the procedures in [Policy 514](#).
- B. ***Discuss the issue with the supervisor/building principal.*** If the issue is not able to be solved between the individuals involved in the problem, contact your supervisor/building principal by phone, electronic mail, or by appointment. Share the specific concern/complaint and details about the attempt to solve the problem directly with the person of concern in Step A.

<b>Step C for Employees</b>	<b>Step C for Students, Parents, District Residents, and Property or Business Owners</b>
<p><b><i>If the issue is not resolved in Step B, it can be brought to the attention of the Director of Human Resources.</i></b></p> <p>As often as possible, the initial stage will include an attempt to bring the issue to the satisfactory resolution of both parties.</p> <p>If the issue includes an allegation of wrongdoing, the complaint will be reviewed, clarified, and investigated.</p> <p>In this case, the Director of Human Resources will take any action (or no action) deemed appropriate based on the results of the investigation. The complainant most likely will not be able to know the outcome of the investigation or any action taken due to the limitations of the Minnesota Government Data Practices Act.</p>	<p><b><i>If the issue is not resolved in Step B, it can be brought to the district administrator responsible for the area included in the concern or complaint.</i></b></p> <p>If the student, parent, district resident, and property or business owner is unsure of the appropriate district administrator, go to Step D. The superintendent's office may redirect the issue to the appropriate department.</p>

D. ***Bring the issue to the Superintendent.*** If the issue is not resolved satisfactorily in Step C, the concern or complaint can be brought to the Superintendent.

E. ***Bring the issue to the Chair of the Board of Education.*** If the issue is not resolved in Step D, the concern or complaint can be brought to the Chair of the Board of Education.

Procedures for Policy 103 Concerns or Complaint Resolution  
Adopted: 02.08.2021

NORTHFIELD SCHOOL DISTRICT NO. 659  
Northfield, Minnesota  
Updated: INSERT DATE HERE

## Policy 401 EQUAL EMPLOYMENT OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all Northfield School District applicants for employment and for all ~~Northfield School District~~ district employees. This policy aims to align with the district's strategic commitments to people.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity or expression, marital status, status with regard to public assistance, disability, age, family care leave status or veteran status. The district also makes reasonable accommodations for disabled employees.

*[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minnesota. Statutes section 363A.03, subdivision 44.]*

B. The district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the district's internal procedures for addressing complaints of harassment, please refer to the district's policy on harassment and violence.

C. This policy applies to all areas of employment including job application procedures, hiring, advancement, discharge, compensation, job training and other terms, conditions and privileges of employment.

D. Every district employee shall be responsible for following this policy.

E. Any person having a question regarding this policy or reporting a violation of this policy should contact the Director of Human Resources.

### Policy 401 Equal Employment Opportunity

Adopted: 02.14.2005; Updated: 08.10.2020; Non-Substantive Update: 04.19.2022, INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

#### **Legal References:**

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 et. seq. (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 et. seq. (Employment and Training of Veterans)  
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e et seq. (Equal Employment Opportunities; Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

#### **Cross References:**

MSBA/MASA Policy 402 (Disability Nondiscrimination)



MSBA/MASA Policy 405 (Veteran's Preference)  
MSBA/MASA Policy 413 (Harassment and Violence)

## Policy 402 ~~DISABILITY NONDISCRIMINATION POLICY~~

### I. PURPOSE

In alignment with the district's vision to prepare every student for lifelong success and its strategic commitment to people, The purpose of this policy is to provide a fair employment setting for all persons in the Northfield School District and to comply with state and federal law.

### II. GENERAL STATEMENT OF POLICY

- A. The district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training and other terms, conditions and privileges of employment.
- B. The district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the Director of Special Services. This individual is the district's appointed ADA/Section 504 coordinator.

#### Policy 402 Disability Nondiscrimination Policy

Adopted: 02.14.2005; Updated: 08.10.2020; Non-Substantive Update: 04.19.2022, INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

#### *Legal References:*

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. 794 et. seq. (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101 (Americans with Disabilities Act)  
29 C.F.R. Part 32 (Nondiscrimination of the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)  
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

#### *Cross References:*

MSBA/MASA Policy 413 (Harassment and Violence)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

# Policy 403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

## I. PURPOSE

The professional performance of school district employees is essential for the district to achieve its vision, strategic commitments, and benchmarks. The purpose of this policy is to achieve effective operation of the Northfield School District's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

## II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. For those who belong to a union, representation will be offered. While the district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the district.

## III. DISCIPLINE

### A. *Violation of School Laws and Rules*

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. Policies of the school district.
2. Directives and/or job requirements imposed by administration and/or the employee's supervisor.
3. Federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

### B. *Substandard Performance*

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

### C. *Misconduct*

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. Unprofessional conduct.
2. Failure to observe rules, regulations, policies and standards of the district and/or directives and orders of supervisors and any other act of an insubordinate nature.
3. Continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline.
4. Personal and/or immoral misconduct.
5. Use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance.
6. Deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community.
7. Activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position.
8. Failure to follow the canons of professional and personal ethics.
9. Falsification of credentials and experience.
10. Unauthorized destruction of district property.
11. Other good and sufficient grounds relating to any other act constituting inappropriate conduct.
12. Neglect of duty.
13. Violation of the rights of others as provided by federal and state laws related to human rights.
- ~~14. Failure to pass any physical examination that may be required by the school board.~~

#### **IV. FORMS OF DISCIPLINE**

- A. The forms of discipline that may be imposed by the district include, but are not limited to:
  1. Oral warning.
  2. Written warning or reprimand.
  3. Probation.
  4. Disciplinary suspension, demotion or leave of absence with pay.
  5. Disciplinary suspension, demotion or leave of absence without pay.
  6. Dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the district's objective of stopping or correcting the offending conduct and improving the employee's performance.

#### **V. PROCEDURES FOR ADMINISTERING POLICY**

- A. When any form of discipline is imposed, the employee's supervisor will:
  1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If

given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.

2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

- B. The district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Policy 403 Discipline, Suspension, and Dismissal of School District Employees  
Adopted: 02.14.2005; Updated: 04.13.2020; Non-Substantive Update: 04.15.2022, INSERT DATE HERE

Board of Education  
INDEPENDENT SCHOOL DISTRICT NO. 659  
Northfield, Minnesota

*Legal References:* Minn. Stat. § 122A.40 (Teachers – Employment; Contracts; Termination)  
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)  
Minn. Stat. § 123B.02, Subd. 14 (~~Employees; Contracts for Services~~ General Powers of  
Independent School Districts)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 123B.147 (Principals)  
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

*Cross References:* None

## Policy 404 EMPLOYMENT BACKGROUND CHECKS

### I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in Northfield Public Schools in order to prepare every student for lifelong success and its commitments to people and equity, ~~promote the physical, social, and psychological well-being of its students.~~ To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the district or such other background checks as provided by this policy. The district may also elect to do background checks of volunteers, independent contractors and student employees in the district over the age of 18.

### II. GENERAL STATEMENT OF POLICY

- A. The district shall require that applicants for district positions who receive an offer of employment and all individuals, except student workers/volunteers under the age of eighteen (18), who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment shall be conditioned upon a determination by the district that an applicant's criminal history does not preclude the applicant from employment with, or provision of services to, the district.
- B. The district specifically reserves any and all rights it may have to conduct background checks regarding current employees, or service providers without the consent of such individuals.
- C. Adherence to this policy by the district shall in no way limit the district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors and student employees.

### III. PROCEDURES

- A. An individual will not commence employment or provide services until the district receives the results of the criminal history background check. Background checks will be performed by a district approved vendor and shall include data from the Minnesota Bureau of Criminal Apprehension ("BCA"). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes section 13.87. The district reserves the right to also have criminal history background checks conducted by other organizations or agencies.
- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the district, except for a student worker/volunteer under the age of eighteen (18), the individual must complete the online application process. Completion of this process provides permission to conduct a criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the district decides to pay the costs for a volunteer, an

independent contractor, or a student employee. If the individual fails to complete the process or pay the fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

- C. The district may use the results of a criminal background check conducted at the request of another school hiring authority if:
  - 1. The results of the criminal background check are on file with the other school hiring authority or otherwise accessible.
  - 2. The other school hiring authority conducted a criminal background check within the previous 12 months and the standards of the other school hiring authority match those of the district.
  - 3. The individual executes a written consent form giving the district access to the results of the check.
  - 4. There is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
  
- D. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching service to the district, the district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state, or if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the district. Such applicants must provide an executed criminal history consent form.
  
- E. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
  
- F. Copies of this policy shall be available in the district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching service upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
  
- G. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
  
- H. If the criminal history background check precludes employment with the district, the individual will be so advised.
  
- I. The district shall apply these procedures to volunteers, independent contractors or student employees.

- J. At the beginning of each school year or when a student enrolls, the district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the district's discretion in requiring a background check. The district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.
- K. Volunteer background checks are conducted annually.

## Policy 404 Employment Background Checks

Adopted: 02.14.2005; Updated: 12.14.2020; Non-Substantive Update: 09.30.2022

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

**Legal References:** Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)  
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)  
Minn. Stat. § 123B.03 (Background Checks)  
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)  
Minn. Stat. § 364.09(b) (Exception for School Districts)

**Cross References:** None



## **Policy 405 VETERAN'S PREFERENCE**

### **I. PURPOSE**

This policy aims to align with the district's strategic commitments to people. ~~The purpose of this policy is to~~ Northfield School District complies with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

### **II. GENERAL STATEMENT OF POLICY**

- A. The district's policy is to comply with the VPA regarding veteran's preference rights and the mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran preference points will be applied pursuant to applicable law as follows:
  - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
  - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
  - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that:
    - (a) The veteran obtained a passing rating on the examination without the addition of the credit points.
    - (b) The veteran is applying for a first promotion after securing public employment.
  - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for the purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The district's policy is to use a 100-point hiring system to enable allocation of veteran preference points. The school district may or may not use a 100-point

hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

- G. If the district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the district's personnel officer.

*[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]*

- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

### Policy 405 Veterans Preference

Adopted: 02.28.2005; Updated: 05.13.2013, 04.13.2020, INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

**Legal References:** Minn. Stat. § 43A.11 (Veteran's Preference)  
Minn. Stat. § 197.455 (Veteran's Preference Applied)  
Minn. Stat. § 197.46 et. seq. (Veteran's Preference Act)  
*Hall v. City of Champlin*, 463 N.W.2d 502 (1990)  
*Young v. City of Duluth*, 410 N.W.2d 27 (Minn. Ct. App. 1987)

**Cross References:** MSBA/MASA Policy 401 (Equal Employment Opportunity)

						2024-25							
School and	September	September	September	September	October	November	December	January	February	March	April	May	End of Year
Grade Level	3rd	6th	13th	20th	1st	1st	2nd	2nd	2nd	3rd	1st	1st	6/6/25
<b>NCEC</b>													
Early Childhood	127	116	119	121	119	121	128	137					
<b>Total</b>	<b>127</b>	<b>116</b>	<b>119</b>	<b>121</b>	<b>119</b>	<b>121</b>	<b>128</b>	<b>137</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Big 9 Online</b>													
Grade K-2037	0	0	0	0	0	0	0	0					
Grade 1-2036	1	0	0	0	0	0	0	0					
Grade 2-2035	1	1	1	1	1	1	1	1					
Grade 3-2034	0	0	0	0	0	0	0	0					
Grade 4-2033	0	0	0	0	0	0	0	0					
Grade 5-2032	1	1	1	1	1	1	1	1					
Grade 6-2031	2	2	2	2	2	3	3	3					
Grade 7-2030	1	1	1	1	1	1	2	2					
Grade 8-2029	4	4	4	4	4	4	3	3					
Grade 9-2028	4	4	4	2	2	3	3	3					
Grade 10-2027	9	9	10	10	12	12	12	12					
Grade 11-2026	18	18	17	16	17	17	17	17					
Grade 12-2025	11	11	11	10	10	9	12	12					
<b>Total</b>	<b>52</b>	<b>51</b>	<b>51</b>	<b>47</b>	<b>50</b>	<b>51</b>	<b>54</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Greenvale Park</b>													
Grade K-2037	76	70	69	69	68	69	70	71					
Grade 1-2036	64	63	63	63	63	63	66	66					
Grade 2-2035	100	100	101	101	101	100	100	100					
Grade 3-2034	83	84	83	83	83	83	82	82					
Grade 4-2033	83	83	83	83	83	83	83	83					
Grade 5-2032	91	91	90	90	90	90	90	89					
<b>Total</b>	<b>497</b>	<b>491</b>	<b>489</b>	<b>489</b>	<b>488</b>	<b>488</b>	<b>491</b>	<b>491</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Spring Creek</b>													
Grade K-2037	65	65	65	64	63	64	64	64					
Grade 1-2036	66	65	65	65	65	65	66	66					
Grade 2-2035	75	74	73	73	73	73	73	73					
Grade 3-2034	78	78	78	78	79	79	79	79					
Grade 4-2033	68	68	68	68	68	68	69	69					
Grade 5-2032	93	93	93	93	94	94	94	94					
<b>Total</b>	<b>445</b>	<b>443</b>	<b>442</b>	<b>441</b>	<b>442</b>	<b>443</b>	<b>445</b>	<b>445</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Bridgewater</b>													
Grade K-2037	74	74	74	74	74	76	76	76					
Grade 1-2036	107	106	106	106	106	106	105	104					
Grade 2-2035	86	87	86	87	87	86	86	86					
Grade 3-2034	91	91	91	91	91	91	91	91					
Grade 4-2033	106	107	106	106	106	106	106	106					
Grade 5-2032	100	100	100	100	100	100	100	100					
<b>Total</b>	<b>564</b>	<b>565</b>	<b>563</b>	<b>564</b>	<b>564</b>	<b>565</b>	<b>564</b>	<b>563</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Middle School</b>													
Grade 6-2030	293	292	292	292	292	290	291	290					
Grade 7-2029	296	294	294	293	293	293	293	292					
Grade 8-2028	279	280	280	279	278	277	276	276					
<b>Total</b>	<b>868</b>	<b>866</b>	<b>866</b>	<b>864</b>	<b>863</b>	<b>860</b>	<b>860</b>	<b>858</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>High School</b>													
Grade 9-2028	327	325	325	325	325	325	324	324					
Grade 10-2027	322	321	321	320	316	313	313	314					
Grade 11-2026	306	299	297	298	296	294	296	296					
Grade 12-2025	313	308	307	306	305	305	301	299					
<b>Total</b>	<b>1268</b>	<b>1253</b>	<b>1250</b>	<b>1249</b>	<b>1242</b>	<b>1237</b>	<b>1234</b>	<b>1233</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ALC</b>													
Grade 9-2028	0	0	0	0	0	0	0	0					
Grade 10-2027	5	5	5	5	16	9	9	5					
Grade 11-2026	17	17	17	16	16	18	22	18					
Grade 12-2025	48	56	58	58	63	66	66	59					
<b>Total</b>	<b>70</b>	<b>78</b>	<b>80</b>	<b>79</b>	<b>95</b>	<b>93</b>	<b>97</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>	<b>3891</b>	<b>3863</b>	<b>3860</b>	<b>3854</b>	<b>3863</b>	<b>3858</b>	<b>3873</b>	<b>3863</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Full Time only (excluding EC and Part-time/Independent Study ALC)	3756	3734	3726	3718	3712	3708	3701	3709					
Budget Projection (excluding EC and Part-time/Independent Study ALC)	3729	3729	3729	3729	3729	3729	3729	3729	3729	3729	3729	3729	3729
[negative numbers]	27	5	-3	-11	-17	-21	-28	-20	-3729	-3729	-3729	-3729	-3729

Northfield Public Schools Enrollment Report

**Greenvale Park**

Grade	Teacher		
K	Flicek	17	
K	Kortbein	18	
K	Schroyer	17	
K	Swenson	19	
1	Borgerding	23	
1	Landry	22	
1	Ziemann	21	C
2	Amundson	26	C
2	Bulfer	18	
2	Ellerbusch	18	
2	Feldmann	20	
2	Nivala	18	
3	Dimick	22	
3	Johnson	22	C
3	Larson	18	
3	Timerson	20	
4	Garcia	25	C
4	Hetzel	19	
4	McLaughlin	20	
4	Schroeder	19	
5	Bloom	23	
5	Carlson	22	
5	Sickler	22	
5	Tacheny	22	C
<b>TOTAL</b>		<b>491</b>	

**Spring Creek**

Grade	Teacher		
K	Berkvam Peter	23	
K	Heil, G	23	
K	Matson	18	
1	Born	20	C
1	Craft	16	
1	Nelson	14	
1	Sjoberg	16	
2	Rud	16	
2	Russell	24	C
2	Soderlund	16	
2	Spitzack	17	
3	Cornell	20	
3	Healy	21	
3	Olson	21	
3	Sasse	17	C
4	Fox	26	
4	Haar	26	
4	McManus	17	C
5	Baragary	25	
5	Malecha	25	
5	Ostermann	19	C
5	Stulken	25	
<b>TOTAL</b>		<b>445</b>	

**Bridgewater**

Grade	Teacher		
K	Cade	18	
K	Danielson	19	
K	Rodgers	19	
K	Tran	20	
1	Bischoff	20	
1	Haley (Carter)	20	
1	Hall	19	
1	Lanza	25	C
1	Stuemke	20	
2	LaVoy	22	
2	Lofquist	22	
2	Schwaab	23	
2	Swenson	19	C
3	Bell	23	
3	Larson	20	C
3	Sickler	24	
3	Truman	24	
4	Foley	28	
4	Hehr/Temple	27	
4	Rodriguez	24	C
4	Ryan/Kohl	27	
5	Blatti	27	
5	Duchene/Kohl	28	
5	Holden	27	
5	Rubin/DeVries	18	C
<b>TOTAL</b>		<b>563</b>	

**Middle School Total**

Grade 6-2031	290
Grade 7-2030	292
Grade 8-2029	276
<b>TOTAL</b>	<b>858</b>

**High School Total**

Grade 9-2028	324
Grade 10-2027	314
Grade 11-2026	296
Grade 12-2025	299
<b>TOTAL</b>	<b>1233</b>

ALC	F/T	**P/T	**I/S	Total
Grade 9-0		0	0	0
Grade 10-4		1	0	5
Grade 11-18		0	0	18
Grade 12-43		2	14	59
<b>TOTAL 65</b>		<b>3</b>	<b>14</b>	<b>82</b>

	Regular	Big 9	Total
Early Childhood**	137		137
Kindergarten-2037	211	0	211
Grade 1-2036	236	0	236
Grade 2-2035	259	1	260
Grade 3-2034	252	0	252
Grade 4-2033	258	0	258
Grade 5-2032	283	1	284
<b>Total K-5</b>	<b>1636</b>	<b>2</b>	<b>1638</b>
<b>Total Middle Sc</b>	<b>858</b>	<b>8</b>	<b>866</b>
<b>Total High Sch.</b>	<b>1233</b>	<b>44</b>	<b>1277</b>
<b>GRAND TOTAL</b>	<b>3727</b>	<b>54</b>	<b>3781</b>
<b>ALC 9-12</b>			<b>82</b>
<b>GRAND TOTAL w/ALC and Portag only</b>			<b>3709</b>

**Early Childhood\*\***

Dorey	13
Hubbard	13
Karsky	5
Ludwig	19
O'Connor	10
Palmquist	13
Roth	12
Sanders	12
Stowe	7
Tharp	7
Townzen	9
Webster	17
<b>TOTAL</b>	<b>137</b>

**Big 9 Online**

Grade	Teacher	
Grade K-2037	Kehler	0
Grade 1-2036	Kehler	0
Grade 2-2035	Kehler	1
Grade 3-2034	Kehler	0
Grade 4-2033	Kehler	0
Grade 5-2032	Kehler	1
Grade 6-2031	Kehler	3
Grade 7-2030	Kehler	2
Grade 8-2029	Kehler	3
Grade 9-2028	Kehler	3
Grade 10-2027	Kehler	12
Grade 11-2026	Kehler	17
Grade 12-2025	Kehler	12
<b>TOTAL</b>		<b>54</b>

**To:** Dr. Matt Hillmann, Superintendent  
**From:** Val Mertesdorf, Director of Finance  
**Date:** January 8, 2025  
**Subject:** Recommendation for a Priority-Based Budget Process

Dear Dr. Hillmann:

Following a review of the processed audit results and the subsequent revision of the fiscal year 2024-25 budget, it has become apparent that the district will require a budget reduction process to meet the board's benchmark of having 14% of its annual expenditures in our fund balance. Our financial position remains strong due to prudent fiscal management and taking proactive steps to maintain that strength for the long-term.

### **Background**

The school district is responding to several financial challenges, necessitating additional budget adjustments. The primary factors contributing to this recommendation are outlined below:

#### **1. Declining Enrollment**

- As of fiscal year 2024, the district has experienced a decrease of 222 students compared to peak enrollment in fiscal year 2019, representing a 7% decline.
- Fiscal years 2022, 2023, and 2024 represent the three lowest enrollment figures of the past decade.
- County birth rates have declined by 12% over the last 10 years.

#### **2. Unfunded Mandates**

- Summer Unemployment: \$217,000 was expended on the state-mandated summer unemployment program for hourly workers, with one-time state funding covering 90% of this amount. Should legislative action not be taken this spring, the district will be responsible for the remaining 10% and 100% of future amounts.
- Unreimbursed Special Education Costs: Despite funding improvements during the 2023 legislative session, the district uses approximately \$4.3 million of general fund dollars each year to subsidize this mandated and morally imperative programming.
- Teachers Retirement Association (TRA): Over the past five years, the district's statutory contributions to TRA have increased by 0.21% annually (2.5%). Beginning July 1, 2025, this contribution will increase by 0.75% to 8.6%.

#### **3. Inflation**

- Insurance: Continuing increases in health insurance premiums result in a larger district contribution.
- Inflationary pressure remains on other expenditure areas, as it has in the rest of our society.

### **Next Steps**

I recommend the district solicit community volunteers to participate in the budget process. The district benefits from incorporating diverse community perspectives. Team meetings are scheduled for Feb. 11, 18, and 25. A community meeting to review and get feedback on the proposed budget reductions is scheduled for March 11. The board will be asked to discuss the proposed budget reductions on April 14 and finalize them on April 28. On January 27, the updated financial forecast will be presented to the School Board. At that time, I will formally recommend a budget target to meet our 14% fund balance target.