

NORTHFIELD PUBLIC SCHOOLS
Office of the Superintendent
Memorandum

TO: Board of Education
FROM: Matt Hillmann Ed.D., Superintendent
RE: Table File Items for Oct. 23, 2023 Regular School Board Meeting

5. Items for Discussion and Reports

- b. Request to hire additional English Learner instructional support at Northfield Middle School. The table file includes the narrative to accompany this agenda item. No action will be taken at this board meeting.
- d. Grant writing contract with Healthy Community Initiative (HCI). Superintendent Hillmann will review the contract with HCI for the equivalent of 0.50 FTE grant writing services. The board will be asked to approve this contract at the Nov. 13, 2023, board meeting.

6. Consent Agenda

c. Personnel Items

i. Appointments

- 3. David Deml, 1.0 FTE Journeyman Electrician with Building and Grounds, beginning 11/6/2023. Journeyman Electrician \$36.50/hr.
- 4. Molly Gleason, Assistant Girls Cross Country Coach at the High School, beginning 10/23/2023-11/4/2023. 50 % stipend.
- 5. Jennifer Klaers, .08 FTE Title I Elementary Teacher (3 hours/week) at St. Dominics, beginning 10/23/2023. MA, Step 5.
- 6. Kristin Knutson, Building Supervisor with Community Education, beginning 11/1/2023. \$18.39/hr.
- 7. Mallory Nystuen, Special Ed EA PCA for 6.75 hours/day at Bridgewater, beginning 10/23/2023. \$18.05/hr + \$2.00/hr longevity + prorated PCA Stipend.
- 8. Jordan Pechacek, .5 Assistant Dance Team Coach at the High School, beginning 10/23/2023. \$2,285 stipend.
- 9. Diana Perez Guzman, Community School Club Leader for 10 hours/week at Greenvale Park, beginning 10/23/2023-5/18/2024. \$24.30/hr.

ii. Increase/Decrease/Change in Assignment

- 7. Kristen Cade, Kindergarten Teacher at Bridgewater, add Community School Teacher for up to 10 hours/week at Bridgewater, effective 10/23/2023-5/17/2024. \$40/hour.
- 8. Carrie Duba, Instructional Coach with the District, add a 1/5th overload for Data Integration with the District, effective 9/5/2023-6/30/2024.
- 9. Emma Hoelscher, Site Assistant with Community School, add Community School Club Leader for up to 10 hours/week (total hours between 2 positions) at Bridgewater, effective 10/10/2023-5/18/2024. \$24.30/hr.
- 10. William Skemp, Instructor Lead with Community Ed Recreation, add Official with Community Ed Recreation, effective 11/5/2023-5/31/2023. \$30/game.
- 11. Karrie Vogel, EA at Spring Creek, add Building Supervisor with Community Education, effective 10/27/2023. \$18.39/hr.

To: School Board Members
Dr. Hillmann, Superintendent

From: Hope Langston

Date: October 17, 2023

RE: Request to hire additional English Learner Instructional Support at Northfield Middle School for the remainder of the 2023-24 school year

As part of the 2022 district budget prioritization process, the EL Department experienced a 3.4 FTE reduction due to declining enrollment numbers in EL programming. In addition, our EL teacher student ratio was adjusted to bring Northfield in line with other districts in the Big 9 and across the state. There is no current state or federal guidance on best practices for EL service minutes or student teacher ratios. At the time of the reduction, the district expressed a commitment to maintaining a student/teacher ratio of 28-30 EL students per 1.0 teacher FTE.

The district is experiencing an influx of recently arriving students (RAELs) that require more support than was budgeted for this school year.

Our total EL enrollment as of 10/17/23 is 220 students. (21 students higher than last year at this time). In addition, we have two new to country students who are enrolling at St Dominic who are not yet included in the 220 total EL students. They are middle school students for which the district must provide EL instruction. We will be screening these students after their arrival.

Because we do not yet know the English language proficiency level of these two students, we are considering two service options for required middle school EL services.

Option 1: Hire a seven (7) hour per day English Learner (EL) Educational Assistant for the remainder of the 2023-24 school year Northfield Middle School to support core instructional needs for Level 1 and RAEL students. This additional support will allow us to provide the appropriate service minutes for our middle school EL students. This option, with the addition of the St Dominic students, will result in a larger

Hour 7 newcomer class and a mismatch between the middle school core content support being offered on opposite days at that time. The needs of the St Dominic students are different because they do not have the same content courses as our middle school students.

The estimated maximum cost of salary and benefits for a 7.0 hour/day Educational Assistant is \$54,701. This projection assumes a start date of November 20th and family health and dental. The transportation cost for the St Dominic students will be \$10,620 for a total Option 1 cost of \$65,321.

Option 2: Hire a seven (7) hour per day English Learner (EL) Educational Assistant for the remainder of the 2023-24 school year for Northfield Middle School **and** a .2 EL teacher to serve the RAEL students at St Dominics to eliminate transportation costs and maintain our student teacher ratio at the middle school.

The estimated cost of salary and benefits is \$54,701 for a 7.0 hour/day Educational Assistant and \$22,000 for a .2 teacher FTE, for a total cost of \$76,701. This projection assumes a start date of November 20th and family health and dental.

Our current student/teacher ratios by building are:

Bridgewater: 27:1 FTE

Greenvale Park: 63:2 FTE or 32:1 FTE

Spring Creek: 26:1.5 FTE or 18:1 FTE

Northfield Middle School: 34:1 FTE (with 7 hour EA) | 36:1 FTE with incoming St Doms students

Northfield High School: 60:1 FTE or 30:1 FTE (with 6.25 hour EA)

ALC: 10:0.5 FTE

The percentage of Level 1 and RAEL students at each of our schools is:

Bridgewater: 26% - includes 3 newly enrolled students who are new to country.

Greenvale Park: 20% - includes 4 newly enrolled students who are new to country.

Spring Creek: 46% - includes 4 newly enrolled students who are new to country.

Northfield Middle School: 32% - includes 2 newly enrolled students who are new to country. 36% with incoming St Doms students who are new to country.

Northfield High School: 14% - includes 1 newly enrolled student who is new to country.

ALC: 10%

**Professional Services Agreement
Between
Northfield Public Schools
and
Northfield Healthy Community Initiative**

This document constitutes an agreement between the Northfield Public Schools, 201 Orchard Street South, Northfield, MN 55057 (hereinafter called NPS) and Northfield Healthy Community Initiative, 1651 Jefferson Parkway – Suite HS128, Northfield, MN 55057 (hereinafter called the Independent Contractor). This is a 20-month contract, beginning on November 13, 2023, and ending on June 30, 2025. Either party with written 10 days’ notice may terminate or request to renegotiate this contract. The parties to this agreement intend that the relationship between them created by this agreement is that of agency-contractor. The Independent Contractor has authority to control and direct the preparation and performance of the details of the work, NPS being interested in the results obtained. However, the work contemplated herein must meet the approval of NPS and shall be subject to NPS’s right of inspection and supervision to ensure satisfactory completion of the work.

In consideration of the mutual promises set forth in this Agreement, NPS and the Independent Contractor agree to the following:

1. SERVICES:

Independent Contractor agrees to perform the services as requested by NPS, including the following:

Grant seeking, writing, and reporting (as agreed upon in the job description) that supports Northfield Public Schools birth-grade 12 student programming. This includes applicable state and federal grant opportunities for which NPS is eligible.

1730 hours for 20-months dedicated to working with school district staff.

In turn, NPS will:

- Maintain financial records and reimburse the Independent Contractor on a timely basis

2. METHOD OF PAYMENT AND AMOUNT:

See Appendix A for an outline of the agreed upon reimbursement rate. The Independent Contractor will submit reimbursement requests for expenses monthly. Requests should be submitted by the 5th of the month.

Funds need to be spent in the approved budget categories. Any modifications must be requested in writing.

NPS will typically reimburse the Independent Contractor within 30 days of receipt of the reimbursement request.

Any tools or equipment (such as a phone, computer or car) necessary for the Independent Contractor to fulfill the contract will be supplied by the Independent Contractor.

Other anticipated expenses covered by NPS include: Office space at the District Office or Northfield Community Education Center (NCEC).

3. CONFLICT OF INTEREST:

The Independent Contractor agrees to comply with the “Conflict of Interest” standards outlined in Appendix B.

4. BACKGROUND CHECKS:

The Independent Contractor and all staff and volunteers of the Independent Contractor's project are required to complete a background check before services are rendered. The background check will be facilitated by HCI. In addition, the contractor will complete the NPS Volunteer Background Check process.

5. CONFIDENTIALITY:

If, in the course of performing the contracted services, the Independent Contractor has access to confidential information regarding NPS or its partner organizations, the Independent Contractor agrees not to use or disclose any confidential information to third parties.

6. REPRESENTATIONS:

Independent Contractor represents that all works produced by the Independent Contractor will be made in a professional and competent manner and suitable for the purpose intended.

7. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

8. LIABILITY, INSURANCE & INDEMNIFICATION:

Each Party (NPS and the Independent Contractor) acknowledges that it shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of that Party or its employees or agents. No Party shall be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the action of any other Party or its employees or agents. Joint and several liability will not attach to the Parties; no Party is responsible for the actions of the other.

Both Parties agree, on behalf of its officers, directors, employees, agents, contractors, subcontractors, and personnel (the "Indemnifying Party") that they shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all third party costs, liabilities, damages, penalties, fines and expenses (including, but not limited to, reasonable attorneys' fees) incurred as a result of settlements, claims, allegations, actions, or suits asserted against the Indemnified Party by any third party to the extent that the liability arose out of the gross negligence or willful misconduct of the Indemnifying Party in its performance under this Agreement.

The Independent Contractor agrees to obtain and maintain appropriate general liability and casualty insurance, or adequate levels of self-insurance, to insure against any liability caused by the Independent Contractor's obligations under this Agreement.

9. INDEPENDENT CONTRACTOR STATUS:

It is understood that the Independent Contractor is not an employee of NPS. Thus, the Independent Contractor is not expected to fulfill the conditions of employment of staff, nor is the Independent Contractor eligible for benefits. Payment of Social Security, workers' compensation, and state and federal income taxes is the responsibility of the Independent Contractor. If, for any reason, the Independent Contractor is not able to complete these contractual requirements, payment will be adjusted on the basis of work performed. Any work product generated through NPS remains with NPS.

10. CIVIL RIGHTS & NON-HARASSMENT POLICY:

With this project, there will be a zero tolerance for the harassment of any individual or group of individuals for any reason. All forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service are prohibited. Harassment includes, but is not limited to: explicit or

implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate. This policy applies to all individuals employed under, volunteering for, or participating in an NPS-supported program. Violation of this policy may result in termination of this Agreement.

11. LOBBYING ACTIVITIES:

No funds from this agreement can be used to support any lobbying activities.

12. AFFILIATION WITH PROJECT FUNDERS:

It is understood that the Independent Contractor is not a subsidiary of NPS and that employees of the Independent Contractor are not employees of NPS. If, for any reason, the Independent Contractor is not able to complete these contractual requirements, payment will be adjusted on the basis of work performed.

13. DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS:

The Independent Contractor certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state, or local department or agency
- b) Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
- d) 4. Have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

13. NOTICES:

Service of notice required or permitted under this Agreement shall be sufficient if given personally to the Independent Contractor or if sent certified mail, postage prepaid to either party at the respective address set forth above. Notice to NPS shall be sent to the attention of NPS Finance Director. Such notice shall be effective upon delivery or the date delivery is attempted and refused.

14. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement. No other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist. This Agreement may be modified only by written agreement of the parties. This Agreement shall be binding upon and inure to the benefit of NPS and the Independent Contractor and their respective successors and assigns.

INDEPENDENT CONTRACTOR

Print Name Here: _____

Signature: _____

Date: _____

ON BEHALF OF NORTHFIELD PUBLIC SCHOOLS, Its Superintendent

Print Name Here: _____

Signature: _____

Date: _____

Appendix A

The purpose of this Appendix is to outline the agreed upon reimbursement rate to Northfield Healthy Community Initiative for grant seeking, writing, and reporting services from October 9, 2023 to June 30, 2025

Line Item and Amount

Grant seeking, writing, and reporting (as agreed upon in the job description) that supports Northfield Public Schools birth-grade 12 student programming. This includes applicable state and federal grant opportunities for which NPS is eligible.

1730 hours for 20-months dedicated to working with school district staff.

TOTAL MAXIMUM CONTRACT: up to \$75,000 through June 30, 2025

Appendix B

Conflict of Interest

No official or employee shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award cooperative agreement, claim, controversy, or other particular matter in which award funds are used, where to his or her knowledge, he/she or his/her immediate families, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment has a financial interest of less than any arms length-transaction.

In the use of agency project funds, personnel and other officials shall avoid any action that might result in or create the appearance of:

- Using his or her official position for private gain
- Giving preferential treatment to any person
- Losing complete independence or impartiality
- Making an official decision outside of official channels, or
- Affecting adversely the confidence of the public in the integrity of the government or the program.