NORTHFIELD PUBLIC SCHOOLS Office of the Superintendent Memorandum

TO:

Board of Education

FROM:

Matt Hillmann Ed.D., Superintendent

RE:

Table File Items for September 28, 2020, Regular School Board Meeting

V. Items for Discussion and Reports

A. District Youth Update

Attached is the presentation material for the District Youth Council's report.

VI. Consent Agenda

D. Personnel Items

a) Appointments

- 9. Katherine Bauer, 1.0 FTE Full-Time Teacher Substitute with the District, beginning 10/5/2020-1/28/2021; \$27.66/hr.
- 10. Alexander Bornhauser, 9th Grade Volleyball Coach for 2 hours/day at the High School, beginning 9/28/2020; Level E, Step 1
- 11. Sean Finger, Assistant Boys Basketball Coach for 2 hours/day for 3 days/week at the High School, beginning approximately 12/1/2020, Level E, Step 1.
- 12. Kristin Nesseth, Girls Tennis Coach for 2 hours/day at the Middle School, beginning 9/28/2020-10/31/2020; Leve I, Step 1

b) Increase/Decrease/Change in Assignment

- 32. Anna Kelly, Media EA at Greenvale Park, add Targeted Services PLUS Teacher for up to 13.5 hours/week for up to 4 days/week at Greenvale Park, effective 9/29/2020-6/10/2021; Yr. 3-\$27.11/hr.
- 33. Jenny Link, Special Ed Teacher at the Middle School, add Targeted Services BLAST Teacher for up to 2.5 hours/day Tuesday and Thursday at the Middle School, effective 10/19/2020-5/6/2021; Yr. 4-\$27.73/hr.
- 34. Christina Suhsen, Special Ed EA-PCA for 3.20 hours/day with Head Start, change to Special Ed EA-PCA for 4.5 hours/day for 4 days/week with Head Start, effective 9/8/2020-6/10/2021.
- 35. Cynthia Thomas, EarlyVentures Teacher at the NCEC, change to Health Aide-Spec Ed EA-PCA for 7 hours/day at the Middle School and High School, effective approximately 10/5/2020-6/10/2021; Step 4-\$17.31/hr.

c) Leave of Absence

- 3. Shawna Molloy, Teacher at the High School, Family/Medical Leave of Absence, effective 9/28/2020 for an intermittent basis for up to 60 work days.
- 4. Nicole Papke, Teacher at Greenvale Park, .20 FTE Leave of Absence for the 2020-2021 school year, effective 9/28/2020 through 6/10/2021.

VII. Superintendent's Report

- A. Items for Individual Action
 - Approval of Gymnastics Lease. Attached is a revised lease agreement between Northfield Gymnastics Club and Northfield Public Schools for approval.
 - 3. <u>Proposed 2020 Payable 2021 Property Tax Levy</u>. Attached is the estimated tax impact statement for the District's preliminary levy.

District Youth Council

Fall 2020 School Board Presentation

We're here to foster connections between the school board, administration, and the student body.

Subcommittees

Communications and Connections

Equity and Inclusion

Wellbeing

Meetings

2nd Wednesday - In-person Subcommittee Work Time

4th Wednesday - Zoom

2019-2020 Recap



Youth Excelling Achievement Data Summit



Cards for Child Nutrition Staff and Bus Drivers

Plans for 2020-2021

Connections and Communications

School Board Candidate Forum

Possible School Board Brunch

Student Engagement Through Instagram

Equity and Inclusion

Conversations About Pronouns

Supporting Our BIPOC Peers

Starting Conversations on Land Use Acknowledgement

Wellbeing

Test Calendar

Mental Health Resources

Surveying

Thank you! Questions?

LEASE AGREEMENT

This agreement is made and entered into as of <u>28th</u> day of <u>September</u>, 2020, by and between Northfield Gymnastics Club, a non-profit corporation ("Lessor"), and Independent School District No. 659, Northfield Public Schools ("Lessee").

WHEREAS, Lessor has agreed to lease to Lessee space at Lessor's property, located at 601 Professional Drive, Northfield, Minnesota, which Lessee will use for gymnastics practices and events for its high school gymnastics team; and

NOW, THEREFORE, based on the mutual promises and consideration provided for herein, the sufficiency of which is not disputed, the parties agree as follows:

- 1. The recitals set forth above are expressly incorporated herein.
- 2. **PROPERTY.** Lessor owns the property located at 601 Professional Drive in Northfield, and operates it as a gymnastics club.
- 3. **TERM.** The term of this Agreement shall commence on the date of the signing of this Lease, and continue through <u>September 30, 2021</u>. For purposes of this Lease, the term "contract Year shall mean each one-year period commencing <u>October 1, 2020</u> and ending <u>September 30, 2021</u> during the term of this Agreement. The parties reserve the right to negotiate extensions to the contract.
- 4. **RENT**. The annual rent shall be twelve thousand five hundred dollars (\$12,500.00) per year. Lessee shall pay Lessor the annual rent in four installments of three thousand one hundred twenty-five dollars (\$3,125) by November 1, December 1, January 1 and February 1. In the event that the Minnesota State High School League should cancel or alter the season, the rent will be pro-rated accordingly.

5. **USE**.

- a. **General**. Lessee may use the Property for practices and events for its high school gymnastics program.
- b. **Storage and Use of Equipment**. Lessee may keep its gymnastics program apparatus and equipment on the Property. The equipment may be utilized by Lessor when Lessee is not using it, provided Lessor is responsible for any damages caused to the equipment. Lessee may also utilize Lessor's gymnastics equipment during its use of the Property. Lessee is responsible for any damages to Lessor's equipment caused by Lessee's use.
- c. **Priority Usage**. Lessee shall have priority usage of the Property from November 1 to March 15. Between March 16 and October 31, Lessor shall have priority usage of the Property. The parties agree that the Property is large enough to accommodate usage by both parties at one time. The parties agree to discuss and negotiate in good faith a schedule that may accommodate both users during the Lessee's priority period.

- 6. **FACILITIES**. Lessor shall maintain the Property in good condition and repair. Lessee shall not be obligated to make any repairs to the Property.
- 7. **IMPROVEMENTS.** Lessee may make Improvements to the Property with the consent of Lessor. Construction plans for all Improvements shall be submitted to and approved in writing by Lessor. All Improvements made to the Property by Lessee shall become the Property of Lessor at Lease termination.
- 8. **MORTGAGES AND ENCUMBRANCES.** Except as expressly authorized by Lessor in writing, Lessee shall not mortgage its interest in this Agreement, or otherwise encumber the Property.
- 9. **UTILITIES.** Payment for utilities, including, but not limited to, telephone, water, electricity, garbage, and two-way radios that serve the Property, shall be the responsibility of Lessor.

10. INSURANCE/INDEMNITY.

a. Indemnity.

- 1. Lessee shall defend and indemnify Lessor and hold Lessor harmless from and against any and all claims and demands relating to the negligence or misconduct of Lessee, its agents, invitees, licensees, contractors, officials and employees, including the payment of reasonable attorneys' fees and costs for damages to property and injury or death to persons, including any payments made under any workers' compensation law or any plan for employees' disability and death benefits, which may arise out of any negligent or wrongful acts of Lessee.
- 2. Lessor shall defend and indemnify Lessee and hold Lessee harmless from and against any and all claims and demands relating to the negligence or misconduct of Lessor, its agents, contractors, officials and employees, including the payment of reasonable attorneys' fees and costs for damages to property and injury or death to persons, including any payments made under any workers' compensation law or any plan for employees' disability and death benefits, which may arise out of any negligent or wrongful acts of Lessor.
- 3. Nothing in this section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.
- b. **Worker's Compensation.** Both parties must maintain workers' compensation insurance in compliance with all applicable statutes.
- c. **General Liability.** Lessee and Lessor must maintain Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence. Such coverage shall provide

- for third party bodily injury and property damage arising out of the insured's use of the Property under this Lease.
- d. **Property Insurance.** Lessor shall maintain Property Insurance on the building on the Property in its full value. Lessee shall keep in force during the term of this Lease a policy covering damages to any equipment Lessee keeps in the Property. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- e. Additional Insured & Certificate of Insurance. The parties shall provide each other with evidence of the required insurance in the form of a Certificate of Insurance by a company licensed to do business in the State of Minnesota, which includes all coverage required in this Agreement. The parties shall name each other as an Additional Insured on their respective Commercial General Liability Policies. The Certificate shall provide that the coverage may not be canceled without thirty (30) days prior written notice to each other.
- 11. **TERMINATION.** Either party may terminate this Lease on one weeks' written notice to the other party. Upon termination, Lessee shall promptly remove all of its equipment from the Property.
- 12. **HAZARDOUS SUBSTANCES**. Lessee represents and warrants that hazardous substances will not be generated, stored, disposed of or transported to, on, under, or around the Property by the Lessee. Lessee shall hold Lessor harmless from, defend and indemnify Lessor against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from hazardous substances generated, stored, disposed of, or transported to, on, under, or around the Property by the Lessee, or its officials, employees, agents or contractors.
- 13. **RELATIONSHIP OF THE PARTIES.** This Agreement shall not render Lessee or any of its employees, agents, or volunteers an employee, partner, co-owner, an agent of Lessor or engaged in a joint venture with the Lessor for any purpose. Lessee shall have no claim against Lessor for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employment benefits of any kind. Lessee will be responsible for the hiring, training, supervision and conduct of any staff or volunteers utilized in Lessee's transportation activities at the Property.
- 14. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES**. Lessee shall abide by all federal, state, and local laws and regulations. Lessee agrees not to discriminate on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- 15. **DEFAULT**. A party's failure to observe or perform any of the obligations of Lessee otherwise provided herein shall constitute an "event of default" or a "default" hereunder. Upon occurrence of an event of default by a party hereunder, which remains uncured for thirty (30) days after receipt by the defaulting party of written notice of such event of

default, the non-defaulting party may (ii) terminate this Lease, holding the other party liable for damages for its breach, including reasonable attorney's fees and costs; or (ii) exercise other remedies it may have at law.

16. **MISCELLANEOUS**.

- a. **Integration; Amendment**. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Lessor and Lessee as it related to this Lease. This Agreement may only be amended in writing signed by all parties.
- b. Counterparts. This Agreement may be signed in counterparts by the parties hereto.
- c. No Assignment. The Lessee shall not assign or transfer this Agreement at any time or sublease a portion of the Property without Lessor's prior written consent. Lessor may assign this Agreement upon written notice to Lessee. This Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.
- d. **Notice**. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth below:

Lessor:

Northfield Gymnastics Club

601 Professional Drive Northfield, MN 55057

Lessee:

Independent School District No. 659

1400 Division St. S. Northfield, MN 55057

- e. **Governing Law**. This Agreement shall be construed in accordance with the laws of Minnesota.
- f. **Severability**. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
- h. **Waiver**. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a

waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD PUBLIC SCHOOLS

By				
Its Board Chair	-	By Its Superintendent		
STATE OF MINNESOTA COUNTY OF RICE))) SS.			
The foregoing instrument was ac by, the Board Ch	cknowledged boair, on behalf o	efore me this day of of the District.	, 20	
		Notary Public		
STATE OF MINNESOTA)) SS.			
COUNTY OF RICE)				
The foregoing instrument was act by, the Dis	knowledged be strict Superinter	efore me this day of ndent, on behalf of the District.	, 20	
		Notary Public		

NORTHFIELD GYMNASTICS CLUB

RASW: 5249

By
Its President
STATE OF MINNESOTA)) SS.
COUNTY OF RICE) The foregoing instrument was asknowledged before me this day of
The foregoing instrument was acknowledged before me this day of, 20, by, the President of Northfield Gymnastic Club, on behalf of the Lessor.

Property Tax Levy and Rate Summary, Taxes Payable in 2020 and 2021

		Certified Levy Payable in 2020		Proposed Levy Payable in 2021	Change
Tax	_evy Information				
1.	Total Certified Levy Spread on RMV	10,457,654		10,460,357	2,703
2.	General Fund Levy Spread on NTC	3,674,470		4,082,337	407,867
3.	Community Service Fund Levy	417,154		419,487	2,333
4.	General Debt Service Levy	5,436,718		5,474,280	37,562
5.	OPEB Debt Service Levy	0		0	0
6.	Total Certified Levy	19,985,996		20,436,461	450,465
				2.25%	
	al Disparities Adjustment to Levy				
200 000	RMV-Based Levies	40,674		40,674	0
(2000)	General Debt Service	20,006		20,006	0
9.	Other NTC-Based Levies	15,056		15,056	0
10.	Total Fiscal Disparities Adjustment	75,736		75,736	0
Sum	mary of Adjusted Levies				
	RMV-Based Levies	10,416,980		10,419,683	2,703
12.	General Debt Service	5,416,712		5,454,274	37,562
13.	Other NTC-Based Levies	4,076,569		4,486,768	410,199
14.	Total Adjusted Levies	19,910,260		20,360,725	450,465
Prop	erty Value Information				
	RMV Used to Calculate Rate	2,559,937,350	5.8%	2,707,424,154	147,486,804
16.	NTC Used to Calculate Rate	31,045,418		32,920,981	1,875,563
Actual and Estimated Tax Rates					
17.	RMV Rate (#11/#15)	0.40692%		0.38486%	-0.02207%
	NTC Debt Rate (#12/#16)	17.448%		16.568%	-0.880%
19.	NTC Other Rate (#13/#16)	13.131%		13.629%	0.498%

Key Assumptions:

Preliminary Taxes Payable 2021 values from the Minnesota Department of Revenue Report (PRISM)



	Actual Taxes Payable in 2020	Preliminary Estimate of Taxes Payable in 2021	Estimated Change in Annual Taxes	Estimated % Change
Actual/Estimated Tax Rates				
RMV Tax Rate:	0.40692%	0.38486%		
NTC Debt Tax Rate:	17.448%	16.568%		
NTC Other Tax Rate:	13.131%	13.629%		

Type of Property	Estimated Market Value	Estimate	d Annual School Dist	rict Property Ta	axes
	\$75,000	\$443	\$425	-\$18	-4.1%
	100,000	626	602	-24	-3.8%
Residential Homestead	125,000	811	780	-31	-3.8%
	150,000	996	959	-37	-3.7%
	175,000	1,182	1,137	-45	-3.8%
	200,000	1,367	1,316	-51	-3.7%
	250,000	1,737	1,673	-64	-3.7%
	300,000	2,107	2,030	-77	-3.7%
	350,000	2,477	2,387	-90	-3.6%
	800,000	5,931	5,721	-210	-3.5%
	400,000	2,847	2,744	-103	-3.6%
	\$150,000	\$1,298	\$1,257	-\$41	-3.2%
Commercial/	250,000	2,317	2,245	-72	-3.1%
Industrial *	500,000	4,863	4,717	-146	-3.0%
	1,000,000	9,956	9,661	-295	-3.0%
	2,000,000	20,141	19,549	-592	-2.9%
	\$200,000	\$1,578	\$1,525	-\$53	-3.4%
Apartments	500,000	3,946	3,812	-134	-3.4%
	1,000,000	7,892	7,623	-269	-3.4%
	2,000,000	15,783	15,246	-537	-3.4%
Agricultural Homestead	4,000	\$4.36	\$4.21	-\$0.15	-3.4%
(dollars per acre) **	6,000	6.55	6.32	-0.23	-3.5%
	8,000	8.73	8.42	-0.31	-3.6%
Agricultural Non-	\$4,000	\$8.73	\$8.42	-\$0.31	-3.6%
Homestead	6,000	13.09	12.63	-0.46	-3.5%
(dollars per acre) **	8,000	17.46	16.84	-0.62	-3.6%

Key Assumptions:

- 1. Preliminary Taxes Payable 2021 values from the Minnesota Department of Revenue Report (PRISM)
- 2. Assumes no change in the value of individual parcels of property from 2020 to 2021 taxes. If the value of a parcel increased, the change in taxes will be larger than shown above.
- 3. Taxes payable in 2021 are based on latest estimates of proposed levy, as of the date above.
- * For commercial-industrial property, the tax impact estimates above are for property in Rice and Goodhue counties. For commercial-industrial property in Dakota county, the tax impact would be less than shown above, due to the impact of the Twin Cities Fiscal Disparities program.
- For agricultural homestead property, estimates above are based on the average value per acre of agricultural land and buildings. The estimated tax impact for taxes payable in 2021 includes a 55% reduction on the portion attributable to school debt taxes due to the School Building Bond Agricultural Credit. The credit percentage will gradually increase to 70% by taxes payable in 2023. The house, garage, and one acre of land (HGA) would pay taxes at the same rate as residential homestead property. For property owners with greater than \$1.9 million of agricultural homestead land and buildings, a portion of the property will be taxed according to the higher non-homestead rate.

