

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 21, 2018

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. **Financial Report**

A. Financial Report - June financials will be presented at a later date

B. Approval of Payment of Claims - Attached as an "extra"

C. Budget Revisions 5

D. Wire Transfers 7

E. Investment Transactions 8

F. APU Projections - None (resumes in October)

G. Fundraisers - None

2. **Bids, R.F.P.s and Quotes Reports**

A. Bids - None

B. RFPs - None

C. Quotes - None

3. **Policies and Regulations**

A. New Policy 110 - Duluth Public Schools Website Accessibility Policy 9

As part of the Web Content Accessibility Guidelines (WCAG) 2.0 specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to have and make public its Web Accessibility Policy. Second reading.

Recommendation: It is recommended that the Duluth School Board approve new policy 110 - second reading.

B. New Policy 701 - Establishment and Adoption of School District Budget 12

Attached is MSBA model policy 701 - Establishment and Adoption of School District Budget for the first reading. This policy would replace current policies 3005, 3015, 3100, 3105, and 3110.

Recommendation: It is recommended that the Duluth School Board approve Policy 701 - first reading.

C. New Policy 701.1 - Modification of School District Budget 15

Attached is MSBA model policy 701.1 - Modification of School District Budget for the first reading. This policy would replace current policy 3010.

Recommendation: It is recommended that the Duluth School Board approve Policy 701.1 - first reading.

D. New Policy 702 - Accounting 17
 Attached is MSBA model policy 702 - Accounting for the first reading.
 This policy would replace current policy 3010.

Recommendation: It is recommended that the Duluth School Board approve Policy 702 - first reading.

E. Delete Policy 3005 - Budget Planning and Development 19
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3005 which will be replaced with MSBA Policy 701 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3005 - first reading.

F. Delete Policy 3010 - Budget Control 20
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3010 which will be replaced with MSBA Policies 701 and 702 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3010 - first reading.

G. Delete Policy 3015 - Income 21
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3015 which will be replaced with MSBA Policy 701 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3015 - first reading.

H. Delete Policy 3100 - Classification of Expenditures 22
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3100 which will be replaced with MSBA Policy 701 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3100 - first reading.

I. Delete Policy 3105 - Periodic Financial Reports 23
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3105 which will be replaced with MSBA Policy 701 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3105 - first reading.

J. Delete Policy 3110 - Budget and Expense Report 24
 In moving to MSBA Model Policies, administration is recommending the deletion of Policy 3110 which will be replaced with MSBA Policy 701 - first reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 3110 - first reading.

4. Contracts, Change Orders, and Leases

A. Contracts

- 1) Kalina Groothuis - Head Start Mental Health Consultant (MHC) Agreement 25

The MHC will provide consultations to staff and parents, observations and written reports of individual and groups of children to the classroom staff and Disabilities/MHC in order to promote the social and emotional well-being of children in Head Start. This position fulfills the requirements of the Office of Head Start for Mental Health Consultation and will not exceed \$60,000.00 for dates of service August 2, 2018 - June 30, 2019.

Recommendation: It is recommended that the Duluth School Board approve this agreement.

- 2) PLACEHOLDER - School Resource Officer (SRO)

- 3) PLACEHOLDER - Essential Health Duluth Heritage Sports Center

B. Change Orders

- 1) PLACEHOLDER - Other Change Orders

C. Leases

- 1) PLACEHOLDER - The Hills

- 2) PLACEHOLDER - Valley Youth/Welch Center

- 3) PLACEHOLDER - Little Lynx at Lakewood

5. Resolutions

- A. B-8-18-3581 - Acceptance of Donations 28

Recommendation: It is recommended that the Duluth School Board approve Resolution 8-18-3581.

- B. B-8-18-3582 - Modification of the Fiscal Year 2019 Budget 29

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-18-3582.

- C. B-8-18-3583 - Resolution Relating To Renewing The General Education Revenue Of The School District And Increasing The General Education Revenue Of The School District, And Calling An Election Thereon 58

Recommendation: It is recommended that the Duluth School Board approve Resolution B-8-18-3583.

- D. PLACEHOLDER - Sale of Property

6. Informational - These items are provided for informational purposes only; no action is required.

- A. Expenditure Contracts 71

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of July 2018.

- B. Extension or Renewal Contracts - None
- C. No Cost Contracts 80
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of July 2018.
- D. Revenue Contracts - None
- E. Change Orders Signed - None
- F. Facilities Management & Capital Project Status Report 87
- G. Property Sale Updates 88
- H. MSBA: Model Policy - 722 Public Data Requests

7. **Future Items**

- A. Policy Updates
- B. Bread Bid (September 2018)

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 06/30/2018

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/01/2018	V109781	AFSCME MN COUNCIL 5 EFT	14,361.52
06/01/2018	V79764	DULUTH FEDERATION OF TEA	34,797.10
06/01/2018	V106637	EBC - FLEX EFT	10,077.67
06/01/2018	V106636	EBC - TSA EFT	63,328.95
06/01/2018	V79771	EDUCATION MN CLERICAL EFT	1,289.72
06/01/2018	V102915	FEDERAL 941 PR TAXES	588,058.04
06/01/2018	V107231	HARBOR POINTE CREDIT UNION	8,214.00
06/01/2018	V108066	MG TRUST	93,083.03
06/01/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
06/01/2018	V108320	MN DEPT OF REVENUE EFT	328.54
06/01/2018	V102916	MN STATE PR TAXES	103,577.02
06/01/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	102,000.43
06/01/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	267,482.82
06/01/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,678,222.98
06/15/2018	V106466	CITISTREET FOR MSRS	1,168,651.78
06/15/2018	V106637	EBC - FLEX EFT	10,454.76
06/15/2018	V106636	EBC - TSA EFT	87,454.37
06/15/2018	V102915	FEDERAL 941 PR TAXES	615,262.83
06/15/2018	V107231	HARBOR POINTE CREDIT UNION	8,214.00
06/15/2018	V108066	MG TRUST	91,416.34
06/15/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
06/15/2018	V108320	MN DEPT OF REVENUE EFT	1,284.11
06/15/2018	V102916	MN STATE PR TAXES	109,123.46
06/15/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	102,825.00
06/15/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	277,645.00
06/15/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,784,896.01
06/28/2018	V06645	MEDICA HEALTH PLAN (EFT)	178,558.60
06/28/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	66,397.44
06/28/2018	V104923	HARRIS BANK	27,251.49
06/28/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	5,119.73
06/29/2018	V106466	CITISTREET FOR MSRS	11,438.36
06/29/2018	V106636	EBC - TSA EFT	5,740.45
06/29/2018	V102915	FEDERAL 941 PR TAXES	579,644.58
06/29/2018	V108066	MG TRUST	499.99
06/29/2018	V05173	MN CHILD SUPPORT EFT	1,368.31
06/29/2018	V108320	MN DEPT OF REVENUE EFT	942.04
06/29/2018	V102916	MN STATE PR TAXES	105,997.18
06/29/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	72,599.95
06/29/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	267,783.14
06/29/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,679,840.10
			<u>10,227,967.46</u>

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2018
As of June 30, 2018

Beginning Investment Balance (May 31, 2018) \$ 7,107,803.07

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
6/1/2018	US Treasury N/B	MNT	1/15/2019	2.03%	\$ 994,414.06
6/20/2018	First Internet Bk Fishers Ind	MBS	12/20/2018	2.00%	\$ 249,000.00
6/20/2018	Level One Bk Farmington Hills MI	MBS	10/12/2018	1.85%	\$ 247,000.00
6/25/2018	MN Trust Term Series	MNT	7/25/2018	2.02%	\$ 3,000,000.00
6/27/2018	Bk of China New York City	MBS	12/27/2018	2.05%	\$ 247,000.00
6/28/2018	Stifel Bk & TR St Louis MO	MBS	12/28/2018	2.05%	\$ 247,000.00
6/29/2018	Patriot Bk NA Stamford Ct	MBS	10/1/2018	1.90%	\$ 248,000.00
6/29/2018	Champlain Natl Bk Elizabethtown	MBS	9/26/2018	1.90%	\$ 248,000.00

Total Purchases \$ 5,480,414.06

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
6/25/2018	MN Trust Term Series	MNT	6/25/2018	1.97%	\$ 5,000,000.00
6/29/2018	Capital One Natl Assn McLean VA	MBS	6/29/2018	1.45%	\$ 248,930.28
6/29/2018	Capital One Bk USA Natl VA	MBS	6/29/2018	1.45%	\$ 248,930.28

Total Maturities \$ 5,497,860.56

Other items:

Add:	Money Market Funds Interest (May)	\$ 89.60
	Beginning Value Adjustment	
	Other Interest/Cash Balance on Account (Reverse)	
Deduct:	Transaction Fees/Other	
	Market Value Adjustment-Adjust for Cost Basis	69.30

Total Other \$ 158.90

Ending Investment Balance (June 30, 2018) \$ 7,090,515.47

Note: Ending Investment Balance as of June 30, 2017 was \$9,790,350.05

110 - DULUTH PUBLIC SCHOOLS WEBSITE ACCESSIBILITY POLICY

I. PURPOSE OF POLICY

In order to comply with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, websites must meet the Web Content Accessibility Guidelines (WCAG) as instituted by the World Wide Web Consortium (W3C). Those schools not complying are subject to official complaints from the U.S. Department of Education Office for Civil Rights, fines from the U.S. Department of Justice, and further legal action.

As part of the WCAG 2.0 specification to make school websites accessible and ADA compliant, Duluth Public Schools is required to make public its Web Accessibility Policy.

II. GENERAL STATEMENT OF POLICY

The Duluth Public Schools is committed to ensuring accessibility of its website for students, ~~parents~~ **families, caregivers**, and members of the community with disabilities. All pages on the Duluth Public Schools website will conform to the W3C Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents of these guidelines.

The Superintendent, ~~School Director or designee~~, is directed to establish procedures whereby students, ~~parents~~ **families, caregivers**, and members of the public may present a complaint regarding a violation of the Americans with Disabilities Act (ADA), Section 504 and Title II related to the accessibility of any official District web presence which is developed by, maintained by, or offered through the District or third party vendors and open sources.

III. WEBSITE ACCESSIBILITY

With regard to the Duluth Public Schools website and any official Duluth Public Schools web presence which is developed by, maintained by, or offered through third party vendors and open sources, the Duluth Public Schools is committed to compliance with the provisions of the Americans with Disabilities Act (ADA), Section 504 and Title II so that students, ~~parents~~ **families, caregivers** and members of the public with disabilities are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as those without disabilities, with substantially equivalent ease of use; and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any Duluth Public Schools programs, services, and activities delivered online.

All existing web content produced by the Duluth Public Schools, and new, updated and existing web content provided by third-party developers, will conform to Web Content Accessibility Guidelines (WCAG) 2.0, Level AA conformance, or updated equivalents, by **October 31, 2018** ~~{Date}~~. This Regulation applies to all new, updated, and existing web pages, as well as all web content produced or updated by the Duluth Public Schools or provided by third-party developers.

IV. WEBSITE ACCESSIBILITY CONCERNS, COMPLAINTS AND GRIEVANCES

A student, parent, **caregiver** or member of the public who wishes to submit a complaint or grievance regarding a violation of the Americans with Disabilities Act (ADA), Section 504 or Title II related to the accessibility of any official Duluth Public Schools web presence that is developed by, maintained by, or offered through the Duluth Public Schools, third party vendors and/or open sources may **contact the Superintendent's Office by calling 218-336-8752 or by completing the online Website Accessibility Complaint/Request Form. The Superintendent, or designee, shall immediately investigate the complaint or grievance. ~~complain directly to a school administrator, or the school or District webmaster. The initial complaint or grievance should be made using Website Accessibility Complaint/Request Form, however, a verbal complaint or grievance may be made. When a school administrator or School/District webmaster receives the information, they shall immediately inform the [website compliance coordinator].~~**

Whether or not a formal complaint or grievance is made, once the Duluth Public Schools has been notified of inaccessible content, **that content will be immediately made available in an accessible format to the reporting party as soon as possible. effective communication shall be provided as soon as possible to the reporting party to provide access to the information. The Complainant should not have to wait for the investigation of the complaint to be concluded before receiving the information that he/she was unsuccessful in accessing.**

Complaints should be submitted in writing, via email, **or** by completing the [website complaint form](#) **or by calling the Superintendent's Office at 218-336-8752. ~~To file a complaint or grievance regarding the inaccessibility of the Duluth Public Schools public website content, the Complainant should submit the website feedback form.~~**

The formal ADA non-compliance complaint should include the following:

- Name
- Address
- Date of the Complaint
- Description of the problem encountered
- Web address or location of the problem page
- Solution desired
- Contact information in case more details are needed (email and phone number)

The **ADA non-compliance** complaint or grievance will be investigated by the **Superintendent's Office ~~[website compliance coordinator]~~** or another person designated by the Superintendent/**School Director**. The student, parent, **caregiver**, or member of the public shall be contacted no later than five (5) working days following the date the **website accessibility compliance coordinator Superintendent's Office** receives the information. The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the timeline may only be approved by the Superintendent/**School Director**.

- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The ***investigator Superintendent or designee*** shall contact the Complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.
- A record of each ***ADA non-compliance*** complaint and grievance made pursuant to ***Governing Board*** Policy ~~#####~~ ***110*** shall be maintained at the Duluth Public Schools ***Superintendent's*** office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.

New Policy

Replacing: None

First Reading: 07-17-2018

Adopted:

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the

school district. At the same time as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
 Minn. Stat. § 123B.76 (Expenditures; Reporting)
 Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
 MSBA/MASA Model Policy 702 (Accounting)
 MSBA Service Manual, Chapter 7, Education Funding

New Policy
 Replacing: 3005, 3015, 3100, 3105, 3110

First Reading: 08-21-2018
Adopted:

701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

~~**[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]**~~

I. PURPOSE

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

III. REQUIREMENT

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

Legal References: Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

Cross References: MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA Service Manual, Chapter 7, Education Funding

New Policy
Replacing: 3010
First Reading: 08-21-2018
Adopted:

702 ACCOUNTING

~~**[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]**~~

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statute.

V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

Legal References: Minn. Stat. § 123B.02 (School District Powers)
 Minn. Stat. § 123B.09 (School Board Powers)
 Minn. Stat. § 123B.10 (Publication of Financial Information)
 Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)
 Minn. Stat. § 123B.75 (Revenue)
 Minn. Stat. § 123B.76 (Expenditures)
 Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
 Minn. Stat. § 123B.78 (Cash Flow, Revenues, Borrowing, Deficits)
 Minn. Stat. § 123B.79 (Permanent Fund Transfers)
 Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

Cross References: MSBA/MASA Model Policy 703 (Annual Audit)
 MSBA Service Manual, Chapter 7, Education Funding

New Policy
Replacing: 3010
First Reading: 08-21-2018
Adopted:

3005—BUDGET PLANNING AND DEVELOPMENT

~~The annual budget shall be based upon the needs of the School District and the reasonable needs of the community in relation to the financial ability of the School District to support its schools. The Superintendent shall prepare an estimate of the schools' needs. In formulating the budget, all expenditure items should be considered in their relationship to the total school program. Requests for alterations or major items of repair shall be submitted in connection with the annual budget requests. Emergency requests shall be placed before the School Board for decision.~~

~~District Administration shall maintain a general fund undesignated reserve as required by Board policy 3017.~~

~~The Superintendent shall determine the manner in which the annual School District budget is to be compiled and issue instructions to the staff. He/she shall also establish a time schedule for the preparation of the budget to be known as the "budget calendar." The budget calendar shall include when the Superintendent's presentation of the proposed budget will be made to the School Board.~~

~~The annual School District budget shall be based on the mission, values, and beliefs of the schools in the form of needs identified by the school and community. The budget shall reflect the prioritized needs by School District and site as identified in the strategic plan, and within the individual financial limitations of the School District. Each site where School District activities are carried out will become a site for the purpose of developing grass roots involvement in the budget process. Each site must establish a team of staff and parents/citizens to develop their site budgets and, therefore, become a participant in the total process.~~

~~The Superintendent shall recommend to the School Board a date for a public meeting, devoted, in whole or in part, to a discussion of the annual budget.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 04-12-1983~~

~~01-19-1993~~

~~06-20-1995~~

~~10-17-2000 ISD-709~~

~~3010—BUDGET CONTROL~~

~~Amounts of all major accounts of the budget as finally adopted by the School Board shall be listed as the maximum limit upon expenditures, and in no event will significant expenditure be made without prior approval of the appropriate School Board committee.~~

~~All purchase orders or requisitions shall be approved by the Deputy Clerk as to fund sufficiency before bids are solicited or before funds are encumbered in any manner. Transfers of budgeted expenditures between budget object and department codes are permissible with the approval of the Director of Business and Finance up to the fund total approved by the School Board. All other transfers require the approval of the School Board. A system of fiscal control shall be established to govern the administration of the budget and the expenditure of funds.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 04-12-1983~~

~~01-19-1993~~

~~06-20-1995~~

~~05-21-1996 ISD 709~~

3015—INCOME**1. Local Funds**

~~The School Board shall annually direct the County Auditor to levy the necessary funds to provide local property tax monies for the School General Fund, Debt Redemption Fund, Retirement Funds, and Capital Outlay Funds, subject to any local or state mileage limitations.~~

2. State Funds

~~The Superintendent shall provide the appropriate data to the State Department of Education to obtain foundation aid and other special aids.~~

3. Federal Funds

~~Each year when it is believed that the School District is eligible for federal assistance under the provisions of Public Laws, application for said assistance shall be prepared for School Board approval prior to being submitted to the Federal Government.~~

Adopted: ~~06-09-1970~~ ISD-709

Revised: ~~06-20-1995~~ ISD-709

~~3100—CLASSIFICATION OF EXPENDITURES~~

~~All operating expenses will be charged to the fiscal year in which they are incurred.
Expenditures will be limited to the amount budgeted under the classification of accounts
provided for each fund and to the total amount of the budget, except as outlined under
budget control.~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

3105 — PERIODIC FINANCIAL REPORTS

The Superintendent shall be responsible for maintaining the books and records of the School District in auditable form. He/she shall prepare or cause to be prepared all fiscal reports, keep necessary records to control adequately the financial transactions of the district, and prepare financial statements. Financial statements will be prepared under the direction of the Superintendent and submitted to the School Board. The Superintendent shall file all fiscal reports with the county, state, or federal agencies, as required.

References: MSA 123.34

MN Erg Edu 7, 8

Adopted: 06-09-1970 ISD 709

Revised: 06-20-1995 ISD 709

~~3110—BUDGET AND EXPENSE REPORT~~

~~The School Board Treasurer will submit to the School Board a monthly report of the financial condition and a statement of operating expenditures.~~

~~The Director of Business and Finance shall submit to the School Board a monthly report of budget conditions.~~

~~Reference: MSA 123.34~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

AGREEMENT

25

THIS AGREEMENT, made and entered into this 2nd day of August 2018 by and between Independent School District #709, a public corporation, hereinafter called District, and Kalina Groothuis an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 2, 2018, and shall remain in effect until June 30, 2019 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (see attachment)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$60,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of ISD 709/Duluth Preschool, 215N. 1st Ave E. Duluth MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 103 W. Niagara St. Duluth MN 55811

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

14. **Insurance.** (If applicable)

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Karna Brothz
Name

Clerk

Mental Health
Title consultant

Program Director

Taxpayer Identification Number

Director of Budget and Finance

Contract Purpose

The Mental Health Consultant (MHC) provides consultations to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Disabilities/Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start.

Contract Requirements

1. The MHC will complete behavioral health observations and submit subsequent written reports for children referred by the D/MH Coordinator in order to:
 - a. Provide informal behavioral health assessment information for child either with an elevated ASQ: SE and indication from the teacher that there are behavioral concerns in the classroom; or report from the teacher that the child's behavior is not responding to strategies from the Head Start Behavior Guidance Policy.
 - b. Schedule follow up meetings with classroom staff and parent(s) to talk about findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom (and/or at home.) (Child Action Plan)
 - c. Consult with D/MH Coordinator to refer children/families as needed for further mental health assessments either through community mental health services or Early Childhood Special Education, ISD #709
2. The MHC may be asked to re-visit the classrooms a few weeks after the initial observations in order to:
 - a. Re-look at the child and identify changes in classroom behavior.
 - b. Provide follow-up information to the teacher and family advocate that can be shared with parents.
3. The MHC will occasionally be asked to make whole class observations and submit subsequent written reports in order to look at group dynamics and other issues when several children have behavior issues. (Classroom Action Plan). The MHC will follow up with a meeting with the classroom team to devise strategies and discuss relationship issues within the team and within the group.
4. The MHC will consult with Family Advocates on an as-needed basis to assist them in working with parents who have concerns about their children's behavior.
5. The MHC will meet with the Head Start Director and/or D/MH Coordinator regularly to:
 - a. Assess the efficacy of the Classroom Observation model in terms of meeting individual child and family needs and to identify possible changes and adaptations as needed.
 - b. Identify other needed services for Head Start and make plans to develop them, such as training staff, attending mental health workshops, or providing input into the MH Service Plan and PIR for Duluth Head Start.

RESOLUTION
Modification of the Fiscal Year 2019 Budget

WHEREAS, on June 28, 2018 the School Board adopted Resolution B-6-18-3564
Accepting the Adoption of the Fiscal Year 2019 Budget.

WHEREAS, modifications are necessary to maintain a balanced budget.

THEREFORE BE IT RESOLVED, by the School Board of School District No. 709, St.
Louis County, State of Minnesota, that the modified fiscal year 2019 budget as presented to the
School Board, be adopted.

ISD 709

DULUTH PUBLIC SCHOOLS

MODIFIED BUDGET

FY2018-19

August 21, 2018

DULUTH PUBLIC SCHOOLS
ISD #709
FISCAL 2019 MODIFIED BUDGET SUMMARY

	Revenues	Expenditures	Transfers	Projected Excess (Deficit)
General Fund - Unrestricted	\$ 76,499,905	\$ 73,114,284	\$ (3,370,435)	\$ 15,186
General Fund - Restricted	17,568,761	17,568,761		-
Food Service Fund	4,102,500	4,182,661		(80,161)
Transportation Fund	5,952,834	5,882,268		70,566
Community Services Fund - Unrestricted	2,439,397	2,561,509		(122,112)
Community Services Fund - Restricted	4,963,302	5,112,675		(149,373)
Capital Fund	4,694,192	8,064,627	3,370,435	-
Building Construction Fund	-	-		-
Debt Service Fund	22,306,905	105,560,113	-	(83,253,208)
Dental Insurance Fund	840,000	819,000		21,000
Trust and Agency Fund	262,450	1,421,043		(1,158,593)
Student Activities	1,496,993	1,496,993		-
Total of All Funds	\$ 141,127,239	\$ 225,783,934	\$ -	\$ (84,656,695)

**Independent School District 709
Combined Revenues Expenditures - General Fund
06/30/2019**

	General		Transportation	Capital	Student Activities	Total
	Unrestricted	Restricted				
Revenues						
Local	\$ 10,880,989	\$ 1,180,786	\$ 5,000	\$ 3,533,969	\$ 1,496,993	\$ 17,097,737
State	65,618,916	10,764,544	5,947,834	1,160,223	-	83,491,517
Federal - received through MDE	-	5,488,431	-	-	-	5,488,431
Federal - Direct	-	135,000	-	-	-	135,000
Local Sales and Insurance Recovery	-	-	-	-	-	-
Sale of Bonds	-	-	-	-	-	-
Total Revenues	\$ 76,499,905	\$ 17,568,761	\$ 5,952,834	\$ 4,694,192	\$ 1,496,993	\$ 106,212,685
Expenditures						
Administration	\$ 4,817,718	\$ -	\$ -	\$ -	\$ -	\$ 4,817,718
District Support Services	3,866,140	150,000	-	-	-	4,016,140
Elementary and Secondary Regular	30,010,365	12,131,323	-	-	1,496,993	43,638,681
Vocational Education	1,549,234	131,551	-	-	-	1,680,785
Special Education	19,575,536	2,711,251	-	-	-	22,286,787
Instructional Support Services	1,460,697	2,444,636	-	-	-	3,905,333
Pupil Support Services	1,990,893	-	5,882,268	-	-	7,873,161
Sites and Buildings	6,583,701	-	-	8,064,627	-	14,648,328
Fiscal and Other Fixed Costs Prog	3,260,000	-	-	-	-	3,260,000
Total Expenditures	\$ 73,114,284	\$ 17,568,761	5,882,268	\$ 8,064,627	\$ 1,496,993	\$ 106,126,933
Operating Excess (Deficit)	\$ 3,385,621	\$ -	\$ 70,566	\$ (3,370,435)	\$ -	\$ 85,752
Other Financing Sources (Uses)						
Transfer In	-	-	-	3,370,435	-	3,370,435
Transfer Out	(3,370,435)	-	-	-	-	(3,370,435)
Projected Excess (Deficit) 06/30/18	\$ (194,393)	\$ 317,349	\$ (438,072)	\$ 316,554	\$ -	\$ 1,438
Fund Balance 06/30/17	166,526	418,000	(2,163,115)	665,918	1,024,089	111,418
Fund Balance 06/30/19	\$ (12,681)	\$ 735,349	\$ (2,530,621)	\$ 982,472	\$ 1,024,089	\$ 198,608

Independent School District 709
 Combined Revenues Expenditures - Other Funds
 06/30/2019

	Food Service	Community Education			Building Construction	Debt Service	Dental Insurance	Trust Agency
		Unrestricted	Restricted	Total				
Revenues								
Local	\$ 6,000	\$ 2,334,102	\$ 426,103	\$ 2,760,205	\$ -	\$ 20,695,885	\$ 840,000	\$ 262,450
State	220,000	105,295	2,443,241	2,548,536	-	777,063	-	-
Federal - received through MDE	2,617,000	-	65,000	65,000	-	-	-	-
Federal - Direct	-	-	2,028,958	2,028,958	-	833,957	-	-
Local Sales and Insurance Recovery	1,259,500	-	-	-	-	-	-	-
Total Revenues	\$ 4,102,500	\$ 2,439,397	\$ 4,963,302	\$ 7,402,699	\$ -	\$ 22,306,905	\$ 840,000	\$ 262,450
Expenditures								
Community Education		\$ 2,561,509	\$ 5,112,675	\$ 7,674,184				
Instructional Support Services								
Pupil Support Services	\$ 4,182,661							\$ 1,421,043
Sites and Buildings					\$ -			
Fiscal and Other Fixed Costs Prog						\$ 105,560,113	\$ 819,000	
Total Expenditures	\$ 4,182,661	\$ 2,561,509	\$ 5,112,675	\$ 7,674,184	\$ -	\$ 105,560,113	\$ 819,000	\$ 1,421,043
Operating Excess (Deficit)	\$ (80,161)	\$ (122,112)	\$ (149,373)	\$ (271,485)	\$ -	\$ (83,253,208)	\$ 21,000	\$ (1,158,593)
Other Financing Sources (Uses)								
Transfer In								
Transfer Out								
Projected Excess (Deficit) 06/30/18	(392,204)	(84,126)	(177,758)	(261,884)	-	(51,367,272)	37,000	(37,350)
Fund Balance/Net Assets 06/30/17	902,048	773,759	514,103	1,287,862	187	138,597,855	163,861	2,003,103
Fund Balance/Net Assets 06/30/19	\$ 429,683	\$ 567,521	\$ 336,345	\$ 754,493	\$ 187	\$ 3,977,375	\$ 221,861	\$ 807,160

Independent School District 709
General Fund - Unrestricted

IFAS Pro	Salary & Benefits	Proposed 06/30/19		Adopted 06/30/18			% Change	
		Non-labor	Total	Salary & Benefits	Non-labor	Total		
Revenues								
Local		\$ 10,880,989	\$ 10,880,989		\$ 11,548,643	\$ 11,548,643	-5.78%	
State		65,618,916	65,618,916		64,310,569	64,310,569	2.03%	
Total Revenues		\$ 76,499,905	\$ 76,499,905		\$ 75,859,212	\$ 75,859,212	0.84%	
Expenditures								
<u>Administration</u>								
School Board	010	\$ 57,647	\$ 30,200	\$ 87,847	\$ 58,214	\$ 82,700	\$ 140,914	-37.66%
Superintendent Office	020	299,375	40,400	339,775	291,945	40,400	332,345	2.24%
School Operations Administration	030	902,616	223,660	1,126,276	900,482	281,150	1,181,632	-4.68%
School Administration	050	3,071,636	192,184	3,263,820	3,010,893	185,792	3,196,685	2.10%
Total Administration		\$ 4,331,274	\$ 486,444	\$ 4,817,718	\$ 4,261,534	\$ 590,042	\$ 4,851,576	-0.70%
<u>District Support Services</u>								
Human Resources	105	\$ 689,368	\$ 294,625	\$ 983,993	\$ 680,808	\$ 244,625	\$ 925,433	6.33%
Public Relations	107		80,300	80,300		80,300	80,300	0.00%
Technology	108	24,969	711,000	735,969		811,000	811,000	-9.25%
Business Services	110	1,958,898	106,980	2,065,878	1,967,262	146,100	2,113,362	-2.25%
Total District Support Services		\$ 2,673,235	\$ 1,192,905	\$ 3,866,140	\$ 2,648,070	\$ 1,282,025	\$ 3,930,095	-1.63%

Independent School District 709
General Fund - Unrestricted

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Elementary and Secondary Regular Instruction</u>								
Voluntary Pre-Kindergarten	200	\$ 280,193	\$ 1,175	\$ 281,368	\$ 267,390	\$ 22,700.00	\$ 290,090	-3.01%
Kindergarten	201	2,019,205		2,019,205	2,445,264	-	2,445,264	-17.42%
Elementary	203	11,958,568	121,430	12,079,998	10,564,487	81,998	10,646,485	13.46%
Secondary	211	3,139,441	451,079	3,590,520	1,660,022	336,456	1,996,478	79.84%
Visual Art	212	508,373		508,373	526,198	-	526,198	-3.39%
Business	215	187,295		187,295	277,450		277,450	-32.49%
English	220	1,542,955		1,542,955	1,578,595	-	1,578,595	-2.26%
English Learner	219	68,745		68,745	70,000		70,000	-1.79%
Foreign Language	230	865,125		865,125	937,590	-	937,590	-7.73%
Health, Physical Education	240	1,300,615		1,300,615	939,653	-	939,653	38.41%
Family Living	250	107,026		107,026	220,047	-	220,047	-51.36%
Industrial Education	255	214,052		214,052	210,479	-	210,479	1.70%
Math	256	1,623,220		1,623,220	2,009,121	-	2,009,121	-19.21%
Music	258	1,048,079	35,000	1,083,079	975,859	40,000	1,015,859	6.62%
Science	260	1,525,117		1,525,117	1,865,613	-	1,865,613	-18.25%
Social Studies	270	1,658,900		1,658,900	1,655,133	-	1,655,133	0.23%
Co-Curricular	291	387,888	71,500	459,388	349,295	65,620	414,915	10.72%
Co-Ed Athletics	292	95,602	48,860	144,462	83,596	48,960	132,556	8.98%
Boys Athletics	294	184,298	171,300	355,598	183,370	158,200	341,570	4.11%
Girls Athletics	296	180,043	122,408	302,451	168,511	109,006	277,517	8.98%
Extra Curricular	298	92,873		92,873	92,415		92,415	0.50%
<hr/>								
Total Elem & Secondary Regular Instruction		\$ 28,987,613	\$ 1,022,752	\$ 30,010,365	\$ 27,080,088	\$ 862,940	\$ 27,943,028	7.40%

Independent School District 709
General Fund - Unrestricted

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Vocational Education Instruction</u>								
Agricultural	301	\$ 44,929	\$ 2,700	\$ 47,629	\$ 52,726	\$ 2,700	\$ 55,426	-14.07%
Health Occupations	321	94,234	3,500	97,734	95,739	3,500	99,239	-1.52%
Office Education	341	113,081	700	113,781	105,313	700	106,013	7.33%
Industrial Education	361	447,028	30,200	477,228	451,118	19,200	470,318	1.47%
Services	365	312,458	70,750	383,208	369,263	69,750	439,013	-12.71%
Special Needs	380	376,337	5,000	381,337	406,546	5,000	411,546	-7.34%
Diversified Occupations	371	47,117	1,200	48,317	62,230	1,200	63,430	
Total Vocational Education Instruction		\$ 1,435,184	\$ 114,050	\$ 1,549,234	\$ 1,542,935	\$ 102,050	\$ 1,644,985	-5.82%
<u>Special Education Instruction</u>								
Special Education	400	\$ 225,346	\$ 190,610	\$ 415,956	\$ 230,711	\$ 354,470	\$ 585,181	-28.92%
Speech/Language Impaired	401	655,357	6,000	661,357	744,388	16,000	760,388	-13.02%
Mild/Moderate Mentally Impaired	402	1,079,128	5,000	1,084,128	1,335,542	5,000	1,340,542	-19.13%
Moderate/Severe Mentally Impaired	403	322,558	2,500	325,058	634,400	2,500	636,900	-48.96%
Physically Impaired	404	123,698	500	124,198	183,733	1,000	184,733	-32.77%
Deaf	405	734,574	46,000	780,574	809,228	29,500	838,728	-6.93%
Visually Impaired	406	-	1,000	1,000	11,732	1,000	12,732	-92.15%
Specific Disability	407	2,328,338	5,000	2,333,338	2,123,067	5,000	2,128,067	9.65%
Emotional/Behavioral	408	3,772,074	29,000	3,801,074	4,660,169	25,000	4,685,169	-18.87%
Other Health Problems	410	916,854	100	916,954	100,807	-	100,807	809.61%
Autistic	411	2,528,000	2,500	2,530,500	1,842,219	10,500	1,852,719	36.58%
Early Childhood	412	2,334,533	23,700	2,358,233	1,552,210	50,700	1,602,910	47.12%
Traumatic Brain Injury	414	-	500	500	28,960	-	28,960	-98.27%
Severely Multiply Impaired	416	1,003,913	38,000	1,041,913	441,037	22,000	463,037	125.02%
General Special Education	420	3,013,750	45,768	3,059,518	3,085,151	68,868	3,154,019	-3.00%
Alt Delivery of Specialized Services	422	141,235	-	141,235	-	-	-	
Total Special Education Instruction		\$ 19,179,358	\$ 396,178	\$ 19,575,536	\$ 17,783,354	\$ 591,538	\$ 18,374,892	6.53%

Independent School District 709
General Fund - Unrestricted

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Instructional Support Services</u>								
General Instructional Support	605	\$ 540,551	\$ 540,551	\$ 526,846	\$ -	\$ 526,846	2.60%	
Educational Media	620	775,965	20,000	795,965	830,640	40,000	870,640	-8.58%
Staff development	640	64,112	60,069	124,181	42,368	55,204	97,572	27.27%
Total Instructional Support Services		\$ 1,380,628	\$ 80,069	\$ 1,460,697	\$ 1,399,854	\$ 95,204	\$ 1,495,058	-2.30%
<u>Pupil Support Services</u>								
Counseling and Guidance	710	\$ 885,795	\$ 249,600	\$ 1,135,395	\$ 876,451	\$ 228,391	1,104,842	2.77%
Health Services	720	844,348	11,150	855,498	797,342	11,650	808,992	5.75%
Total Pupil Support Services		\$ 1,730,143	\$ 260,750	\$ 1,990,893	\$ 1,673,793	\$ 240,041	\$ 1,913,834	4.03%
<u>Sites and Buildings</u>								
Operations	805	\$ 2,719,348	\$ 2,491,379	\$ 5,210,727	\$ 3,633,088	\$ 2,894,236	6,527,324	-20.17%
Maintenance	810	682,124	690,850	1,372,974	973,331	672,150	1,645,481	-16.56%
Total Sites and Buildings		\$ 3,401,472	\$ 3,182,229	\$ 6,583,701	\$ 4,606,419	\$ 3,566,386	\$ 8,172,805	-19.44%

Independent School District 709
General Fund - Unrestricted

IFAS Pro	Salary & Benefits	Proposed 06/30/19		Adopted 06/30/18			% Change	
		Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Fiscal and Other Fixed Cost Programs</u>								
Employee Benefits (Employee Benefits)	930	\$ 2,800,000	\$ 2,800,000	\$ 3,400,000	\$ -	\$ 3,400,000	-17.65%	
Insurance	940		460,000		580,000	580,000	-20.69%	
Total Fiscal and Other Fixed Cost Programs		\$ 2,800,000	\$ 460,000	\$ 3,260,000	\$ 580,000	\$ 3,980,000	-18.09%	
Total Operating Expenses		<u>\$ 65,918,907</u>	<u>\$ 7,195,377</u>	<u>73,114,284</u>	<u>\$ 64,396,047</u>	<u>\$ 7,910,226</u>	<u>\$ 72,306,273</u>	1.12%
Operating Excess (Deficit)			\$ 3,385,621		\$ 3,552,939		-4.71%	
Transfer out				<u>(3,370,435)</u>		<u>(3,371,085)</u>	-0.02%	
Excess (Deficit)			<u>\$ 15,186</u>		<u>\$ 181,854</u>		-99.98%	

Independent School District 709
General Fund - Restricted

	IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change
		Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total	
Revenues								
Local		\$ 1,180,786	\$ 1,180,786		\$ 503,921	\$ 503,921	134.32%	
State		10,764,544	10,764,544		10,438,347	10,438,347	3.12%	
Federal - Received through MDE		5,488,431	5,488,431		5,674,751	5,674,751	-3.28%	
Federal - Direct		135,000	135,000		135,000	135,000		
Total Revenues		\$ 17,568,761	\$ 17,568,761		\$ 16,752,019	\$ 16,752,019	0.05	
Expenditures								
Administrative Technology Service	108	19,777	130,223	\$ 150,000	40,684	154,316	\$ 195,000	-23.08%
Total District Support Services		\$ 19,777	\$ 130,223	\$ 150,000	\$ 40,684	\$ 154,316	\$ 195,000	
<u>Elementary and Secondary Regular Instruction</u>								
Elementary	203	\$ 3,804,044	\$ 504,267	\$ 4,308,311	\$ 3,715,685	\$ 213,450	\$ 3,929,135	9.65%
Title II	204	271,710	93,100	364,810	322,882	140,701	463,583	-21.31%
Secondary	211	3,958,669	371,328	4,329,997	3,540,277	211,547	3,751,824	15.41%
Title I	216	2,483,893	263,423	2,747,316	2,607,260	353,544	2,960,804	-7.21%
Gifted and Talented	218	76,070	37,355	113,425	83,877	29,548	113,425	
English Second Language	219	264,339	3,125	267,464	243,335	4,125	247,460	8.08%
Total Elementary and Secondary Regular In.		\$ 10,858,725	\$ 1,272,598	\$ 12,131,323	\$ 10,513,316	\$ 952,915	\$ 11,466,231	5.80%

Independent School District 709
General Fund - Restricted

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Vocational Education Instruction</u>								
Special Needs	380	\$ 36,017	\$ 95,534	\$ 131,551	\$ 36,017	\$ 95,534	\$ 131,551	0.00%
Total Vocational Education instruction		\$ 36,017	\$ 95,534	\$ 131,551	\$ 36,017	\$ 95,534	\$ 131,551	0.00%
<u>Special Education Instruction</u>								
Speech/Language Impaired	401	\$ 75,000	\$ 9,481	\$ 84,481	\$ 75,000	\$ 11,800	\$ 86,800	-2.67%
Mild/Moderate Mentally Impaired	402	243,413	11,933	255,346	243,413	16,076	259,489	-1.60%
Moderate/Severe Mentally Impaired	403	173,196	4,756	177,952	156,706	6,160	162,866	9.26%
Physically Impaired	404		105	105	100	8	108	-2.78%
Deaf	405	100,000	6,880	106,880	100,000	10,500	110,500	-3.28%
Blind	406		500	500		500	500	0.00%
Specific Disability	407	317,293	11,758	329,051	360,817	17,188	378,005	-12.95%
Emotional/Behavioral	408	115,511	3,703	119,214	161,672	8,216	169,888	-29.83%
Autistic	411	200,000	12,706	212,706	150,000	14,160	164,160	29.57%
Early Childhood	412	250,027	40,005	290,032	246,635	42,758	289,393	0.22%
Severely Multiply Impaired	416	1,163	500	1,663	1,163	500	1,663	0.00%
General Special Education	420	839,438	93,883	933,321	683,577	105,900	789,477	18.22%
Students with Disabilities	422	190,444	9,556	200,000	200,000	-	200,000	0.00%
Total Special Education Instruction		\$ 2,505,485	\$ 205,766	\$ 2,711,251	\$ 2,379,083	\$ 233,766	\$ 2,612,849	3.77%

Independent School District 709
General Fund - Restricted

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
<u>Instructional Support Services</u>								
Instructional Support	605	\$ 1,174,240	\$ 101,638	\$ 1,275,878	\$ 1,174,850	\$ 104,643	\$ 1,279,493	-0.28%
Curriculum Development	610	347,699	425,374	773,073	409,180	444,820	854,000	-9.48%
Staff Development	640	254,933	140,752	395,685	88,738	124,157	212,895	85.86%
Total Instructional Support Services		\$ 1,776,872	\$ 667,764	\$ 2,444,636	\$ 1,672,768	\$ 673,620	\$ 2,346,388	4.19%
Total Expenditures		\$ 15,196,876	\$ 2,371,885	\$ 17,568,761	\$ 14,641,868	\$ 2,110,151	\$ 16,752,019	4.88%
Operating Excess (Deficit)			\$ -			\$ -		-

**Independent School District 709
Food Service Fund**

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total	
Revenues							
Local		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000		0.00%
State		220,000	220,000	190,000	190,000		15.79%
Federal - Received through MDE		2,617,000	2,617,000	2,371,000	2,371,000		10.38%
Local Sales and Insurance Recovery		1,259,500	1,259,500	1,204,000	1,204,000		4.61%
Total Revenues		\$ 4,102,500	\$ 4,102,500	\$ 3,771,000	\$ 3,771,000		8.79%
Expenditures							
<u>Pupil Support Services</u>							
Food services	770	\$ 1,760,011	\$ 2,422,650	\$ 1,748,726	\$ 2,407,636	\$ 4,156,362	0.63%
Total Expenditures		\$ 1,760,011	\$ 2,422,650	\$ 1,748,726	\$ 2,407,636	\$ 4,156,362	0.63%
Operating Excess (Deficit)			\$ (80,161)		\$ (385,362)		

Independent School District 709
Transportation Fund

	IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change
		Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total	
Revenues								
Local			\$ 5,000	\$ 5,000		\$ 5,000	\$ 5,000	0.00%
State			5,947,834	5,947,834		6,017,986	6,017,986	-1.17%
Local Sales and Insurance Recovery				-			-	
Total Revenues			<u>\$ 5,952,834</u>	<u>\$ 5,952,834</u>		<u>\$ 6,022,986</u>	<u>\$ 6,022,986</u>	-1.16%
Expenditures								
<u>Pupil Support Services</u>								
Pupil Transportation	760	\$ 1,985,806	\$ 3,896,462	\$ 5,882,268	\$ 2,141,458	\$ 4,324,600	\$ 6,466,058	-9.03%
Total Pupil Support Services		<u>\$ 1,985,806</u>	<u>\$ 3,896,462</u>	<u>\$ 5,882,268</u>	<u>\$ 2,141,458</u>	<u>\$ 4,324,600</u>	<u>\$ 6,466,058</u>	-9.03%
Total Expenditures		<u>\$ 1,985,806</u>	<u>\$ 3,896,462</u>	<u>\$ 5,882,268</u>	<u>\$ 2,141,458</u>	<u>\$ 4,324,600</u>	<u>\$ 6,466,058</u>	-9.03%
Operating Excess (Deficit)				<u>\$ 70,566</u>			<u>\$ (443,072)</u>	-115.93%

Independent School District 709
Community Education Unrestricted

IFAS Pro	Salary & Benefits	Proposed 06/30/19		Adopted 06/30/18			% Change	
		Non-labor	Total	Salary & Benefits	Non-labor	Total		
Revenues								
Local		\$ 2,334,102	\$ 2,334,102	\$ 2,703,342	\$ 2,703,342		-13.66%	
State		105,295	105,295	475,801	475,801		-77.87%	
Total Revenues		\$ 2,439,397	\$ 2,439,397	\$ 3,179,143	\$ 3,179,143		-23.27%	
<u>Community Education and Services</u>								
General Community Education	505	\$ 586,248	\$ 427,709	\$ 1,013,957	\$ 565,545	\$ 428,809	\$ 994,354	1.97%
Adults with Disabilities	510	69,136	1,639	70,775	58,361	1,639	60,000	17.96%
School-Age Care	570	439,463	943,950	1,383,413	476,740	894,200	1,370,940	0.91%
Youth Development/Youth Service	585	74,138	19,226	93,364	69,856	23,508	93,364	0.00%
Total Expenditures		\$ 1,168,985	\$ 1,392,524	\$ 2,561,509	\$ 1,170,502	\$ 1,348,156	\$ 2,518,658	1.70%
Operating Excess (Deficit)			\$ (122,112)	\$ 660,485				

Independent School District 709
Community Education - Restricted

IFAS Pro	Salary & Benefits	Proposed 06/30/19		Adopted 06/30/18			% Change	
		Non-labor	Total	Salary & Benefits	Non-labor	Total		
Revenues								
Local		\$ 426,103	\$ 426,103		\$ 95,500	\$ 95,500	346.18%	
State		2,443,241	2,443,241		1,863,294	1,863,294	31.12%	
Federal - Received through MDE		65,000	65,000		17,000	17,000	282.35%	
Federal - Direct		2,028,958	2,028,958		1,934,071	1,934,071	4.91%	
Total Revenues		\$ 4,963,302	\$ 4,963,302		\$ 3,909,865	\$ 3,909,865	26.94%	
Community Education and Services								
Adult Basic and Continuing Education	520	\$ 380,228	\$ 63,972	\$ 444,200	\$ 371,092	\$ 64,479	\$ 435,571	1.98%
Preschool Instructional (Headstart)	579	2,184,761	344,197	2,528,958	2,093,925	235,416	2,329,341	8.57%
Early Childhood and Family Education	580	839,399	77,970	917,369	839,899	62,470	902,369	1.66%
Prekindergarten	581	45,860	4,140	50,000	-	-	-	
School Readiness	582	693,221	78,289	771,510	658,860	78,807	737,667	4.59%
Preschool Screening	583	49,607	2,475	52,082	46,716	3,284	50,000	4.16%
Non Public Aid	590	203,394	145,162	348,556	204,188	153,098	357,286	-2.44%
Total Expenditures		\$ 4,396,470	\$ 716,205	\$ 5,112,675	\$ 4,214,680	\$ 597,554	\$ 4,812,234	6.24%
Operating Excess (Deficit)				\$ (149,373)			\$ (902,369)	0.00%

Independent School District 709
Capital Fund

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change	
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total		
Revenues								
Local		\$ 3,533,969	\$ 3,533,969		\$ 2,865,333	\$ 2,865,333	23.34%	
State		1,160,223	1,160,223		1,079,350	1,079,350	7.49%	
Sales of Bonds					600,000	600,000	-100.00%	
Total Revenues		\$ 4,694,192	\$ 4,694,192		\$ 4,544,683	\$ 4,544,683	3.29%	
Expenditures								
<u>Administration</u>								
School Operations Administration	030	\$ 410,000	\$ 410,000		\$ 420,000	\$ 420,000	-2.38%	
Total Administration		\$ 410,000	\$ 410,000		\$ 420,000	\$ 420,000		
<u>District Support Services</u>								
Management Info Systems	108	\$ 925,932	\$ 466,620	\$ 1,392,552	\$ 953,225	\$ 425,000	\$ 1,378,225	1.04%
Business Services	110		19,174	19,174		13,992	13,992	37.04%
Total District Support Services		\$ 925,932	\$ 485,794	\$ 1,411,726	\$ 953,225	\$ 438,992	\$ 1,392,217	1.40%
<u>Sites and Buildings</u>								
Operations	805	\$ 30,000	\$ 30,000		\$ 35,000	\$ 35,000		
Maintenance	810		35,000	35,000		40,000	40,000	-12.50%
Capital Facilities	850		3,370,435	3,370,435		3,371,085	3,371,085	-0.02%
Health and Safety/LTFM	865	1,394,393	1,413,073	2,807,466	101,611	2,555,855	2,657,466	5.64%
Total Sites and Buildings		\$ 1,394,393	\$ 4,848,508	\$ 6,242,901	\$ 101,611	\$ 6,001,940	\$ 6,103,551	2.28%
Total Capital Expenditures		\$ 2,320,325	\$ 5,744,302	\$ 8,064,627	\$ 1,054,836	\$ 6,860,932	\$ 7,915,768	1.88%
Operating Excess (Deficit)			\$ (3,370,435)			\$ (3,371,085)		
Transfer In			3,370,435			3,371,085		
Transfer Out								
Projected Excess (Deficit)			\$ -			\$ -		

Independent School District 709
Building Construction Fund

IFAS Pro	Proposed 06/30/19			Adopted 06/30/18			% Change
	Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	Total	
Revenues							
Local		\$ -	\$ -		\$ -	\$ -	#DIV/0!
State		-	-		-	-	#DIV/0!
Sale of bonds			-		3,600,000	3,600,000	-100.00%
Total Revenues		\$ -	\$ -		\$ 3,600,000	\$ 3,600,000	-100.00%
Expenditures							
<u>Sites and Buildings</u>							
Capital Facilities	850	\$ -	\$ -	\$ -	\$ 3,600,000	\$ 3,600,000	-100.00%
Total Expenditures		\$ -	\$ -	\$ -	\$ 3,600,000	\$ 3,600,000	-100.00%
Operating Excess (Deficit)			\$ -			\$ -	

Please note Alternative Facilities ends 6/30/2016.
Beginning FY 2017 it is Long Term Facilities
Maintenance (LTFM) and is found in Fund 5.

Independent School District 709
Debt Service Fund

	IFAS Pro	Proposed 06/30/19		Adopted 06/30/18		% Change	
		Salary & Benefits	Non-labor	Total	Salary & Benefits		Non-labor
Revenues							
Local			\$ 20,695,885	\$ 20,695,885	\$ 21,024,473	\$ 21,024,473	-1.56%
State			777,063	777,063	777,064	777,064	0.00%
Federal - Direct			833,957	833,957	885,162	885,162	-5.78%
Total Revenues			<u>\$ 22,306,905</u>	<u>\$ 22,306,905</u>	<u>\$ 22,686,699</u>	<u>\$ 22,686,699</u>	-1.67%
Expenditures							
<u>Fiscal and Other Fixed Cost Programs</u>							
Retirement of Long-Term Debt	910		\$ 105,560,113	\$ 105,560,113	\$ 30,808,971	\$ 30,808,971	242.63%
Total Expenditures			<u>\$ 105,560,113</u>	<u>\$ 105,560,113</u>	<u>\$ 30,808,971</u>	<u>\$ 30,808,971</u>	242.63%
Operating Excess (Deficit)				\$ (83,253,208)		\$ (8,122,272)	925%
Transfer In				-		-	
Projected Excess (Deficit)				<u>\$ (83,253,208)</u>		<u>\$ (8,122,272)</u>	

Independent School District 709
Dental Insurance Fund

	Proposed 06/30/19			Adopted 06/30/18			% Change
	IFAS Pro	Salary & Benefits	Non-labor Total	Salary & Benefits	Non-labor Total	Total	
Revenues							
Local		\$ 840,000	\$ 840,000	\$ 815,000	\$ 815,000	\$ 815,000	3.07%
Total Revenues		<u>\$ 840,000</u>	<u>\$ 840,000</u>	<u>\$ 815,000</u>	<u>\$ 815,000</u>	<u>\$ 815,000</u>	
Expenditures							
<u>Fiscal and Other Fixed Cost Programs</u>							
Unallocated	\$ 760,000	\$ 59,000	\$ 819,000	\$ 720,000	\$ 58,000	\$ 778,000	5.27%
Total Expenditures	<u>\$ 760,000</u>	<u>\$ 59,000</u>	<u>\$ 819,000</u>	<u>\$ 720,000</u>	<u>\$ 58,000</u>	<u>\$ 778,000</u>	5.27%
Operating Excess (Deficit)			\$ 21,000			\$ 37,000	-43.24%
Transfer In						-	
Projected Excess (Deficit)			<u>\$ 21,000</u>			<u>\$ 37,000</u>	

Independent School District 709
Trust and Agency Fund

	IFAS Pro	Proposed 06/30/19		Adopted 06/30/18			% Change	
		Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor		Total
Revenues								
Local			\$ 262,450	\$ 262,450		\$ 212,650	\$ 212,650	23.42%
Total Revenues			<u>\$ 262,450</u>	<u>\$ 262,450</u>		<u>\$ 212,650</u>	<u>\$ 212,650</u>	23.42%
Expenditures								
<u>Pupil Support Services</u>								
Retirees' Trust	203	\$ 1,421,043		\$ 1,421,043	\$ 250,000	\$ -	\$ 250,000	468.42%
Total Expenditures		<u>\$ 1,421,043</u>	<u>\$ -</u>	<u>\$ 1,421,043</u>	<u>\$ 250,000</u>	<u>\$ -</u>	<u>\$ 250,000</u>	468.42%
Operating Excess (Deficit)				<u>\$ (1,158,593)</u>			<u>\$ (37,350)</u>	3001.99%

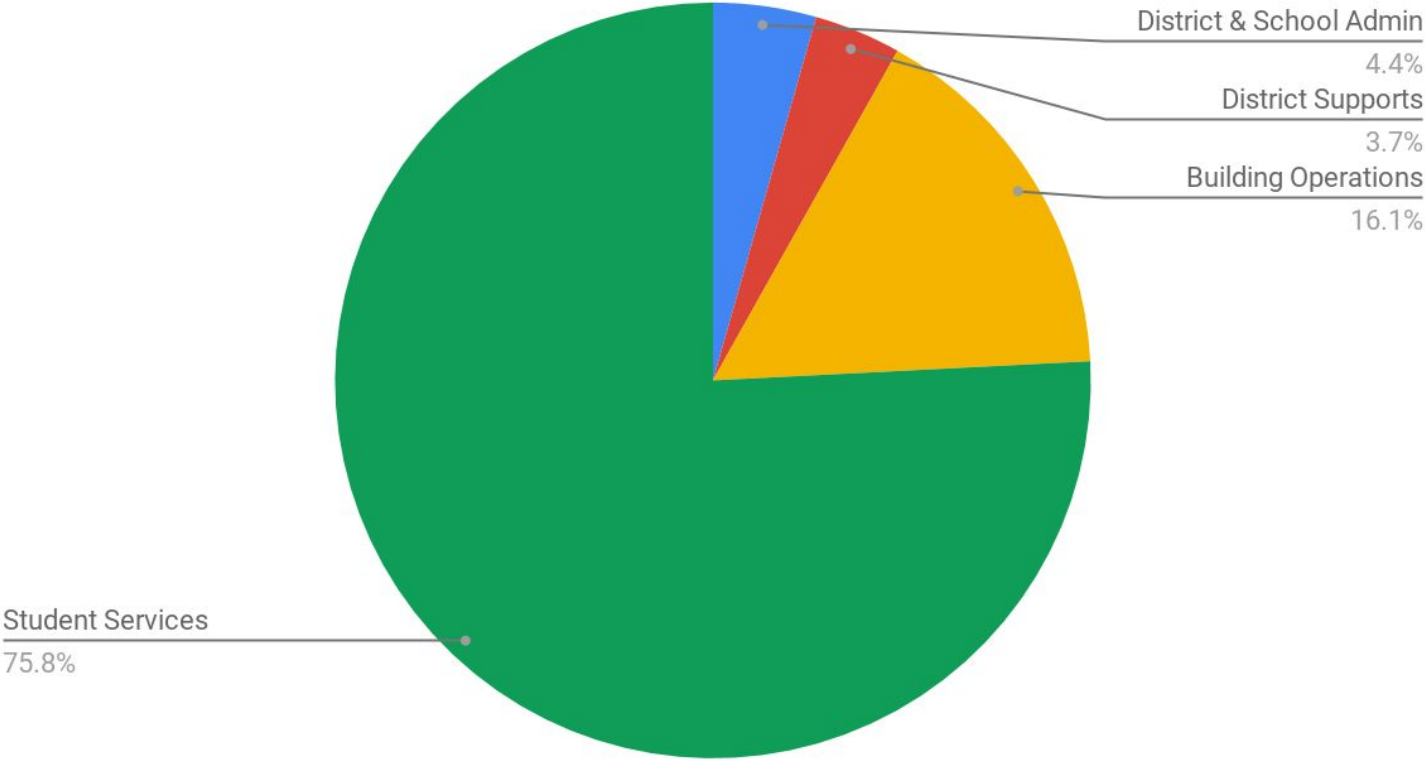
Independent School District 709
Student Activities Fund

	IFAS Pro	Proposed 06/30/19		Adopted 06/30/18			% Change
		Salary & Benefits	Non-labor	Total	Salary & Benefits	Non-labor	
Revenues							
Local		\$ 1,496,993	\$ 1,496,993	\$ 1,588,815	\$ 1,588,815		-5.78%
Total Revenues		<u>\$ 1,496,993</u>	<u>\$ 1,496,993</u>	<u>\$ 1,588,815</u>	<u>\$ 1,588,815</u>		-5.78%
Expenditures							
<u>Elementary and Secondary Regular Instruction</u>							
Elementary	203	\$ 142,734	\$ 142,734	\$ -	\$ 147,196	\$ 147,196	-3.03%
Co-Curricular Activity	291	982,852	982,852	-	1,057,045	1,057,045	-7.02%
Boys Athletic	294	91,000	91,000	-	78,312	78,312	16.20%
Girls Athletic	296	37,922	37,922	-	58,112	58,112	-34.74%
Extra-Curricular Activity	298	242,485	242,485	-	248,150	248,150	-2.28%
Total Expenditures		<u>\$ 1,496,993</u>	<u>\$ 1,496,993</u>	<u>\$ -</u>	<u>\$ 1,588,815</u>	<u>\$ 1,588,815</u>	-5.78%
Operating Excess (Deficit)			<u>\$ -</u>		<u>\$ -</u>		-

FY 2019 Modified Budget

General Fund/Unrestricted

FY 19 General Fund Budget



Planning Parameters

Reflect Community Vision & Priorities:

- Prioritize General Fund Spending to Instruction and Support of Students

Work toward Goals associated with World's Best Workforce

- Kindergarten Ready
- Reading Well by Grade 3
- Close the Achievement Gap
- Raise 4 Year, On-Time Graduation Rates
- College & Career Ready

Support strategies associated with DWCIP/Worlds Best Workforce

- MTSS
- Professional Learning Communities
- School culture and climate

ARCC Budget Review Results

Over-estimated Revenues:

Enrollment Projections

Special Education

County Apportionments

Over or Under Estimated budget items based on historical data

Net Findings: \$1.9 M in adjustments

Modifications

Expenditure Adjustments

Insurance (one-time)

- \$1.2 M increase of portion paid from Federal Trust

Special Education \$400,000

- Based on analysis of actual cost vs. budget
- Adjustments based on current student population changes
- Adjustments to line items based on historical data

LTFM Shift \$200,000 (one-time)

- projects and staff charged to LTFM rather than general fund

Various District Level Budget adjustments \$100,000

General Fund Expenditures by MDE Category		
Category	<i>FY 2019 Adopted</i>	<i>FY 2019 Modified</i>
Administration	4,885,552	4,817,718
District Support Services	4,049,994	4,016,140
Elementary & Secondary Regular	43,990,813	43,638,681
Vocational Education	1,701,341	1,680,785
Special Education	23,158,015	22,286,787
Instructional Support Services	3,890,733	3,905,333
Pupil Support Services	8,047,695	7,873,161
Sites & Buildings	15,160,113	14,648,328
Fiscal and other fixed costs	3,480,000	3,260,000
Total	108,364,256	106,126,933

RESOLUTION

Relating To Renewing The General Education Revenue Of The School District And Increasing The General Education Revenue Of The School District, And Calling An Election Thereon

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. The School District's existing operating levy authority is expiring at the end of 2018. The Board hereby finds and determines that it is necessary and expedient for the School District to renew the expiring referendum revenue authorization for its general education revenue at \$371.78 per adjusted pupil unit. As provided by law, the ballot question must abbreviate the term "per adjusted pupil unit" as "per pupil." The revenue will be used to finance school operations and the property tax portion thereof will require an estimated referendum tax rate of approximately 0.03430% of the referendum market value of the School District for taxes payable in 2019, the first year it is to be levied. The proposed referendum revenue authorization would be applicable for ten (10) years unless otherwise revoked or reduced as provided by law. The question on the approval of renewal of this referendum revenue authorization shall be School District Ballot Question No. 1 on the School District ballot at the special election held to approve said authorization.

2. Provided that Ballot Question No. 1 is approved, the Board further determines that it is necessary and expedient for the School District to increase its general education revenue by \$575.00 per adjusted pupil unit. As provided by law, the ballot question must abbreviate the term "per adjusted pupil unit" as "per pupil." The additional revenue will be used to finance school operations and the property tax portion thereof will require an estimated referendum tax rate of approximately 0.06910% of the referendum market value of the School District for taxes payable in 2019, the first year it is to be levied. The proposed referendum revenue authorization would be applicable for ten (10) years unless otherwise revoked or reduced as provided by law. The question on the approval of this referendum revenue authorization is conditioned on the approval of Ballot Question No. 1 and shall be School District Ballot Question No. 2 on the school district ballot at the special election held to approve said authorization.

3. Provided that Ballot Question Nos. 1 and 2 are approved, the Board further determines that it is necessary and expedient for the School District to increase its general education revenue by \$335.00 per adjusted pupil unit. As provided by law, the ballot question must abbreviate the term "per adjusted pupil unit" as "per pupil." The additional revenue will be used to finance school operations and the property tax portion thereof will require an estimated referendum tax rate of approximately 0.04026% of the referendum market value of the School District for taxes payable in 2019, the first year it is to be levied. The proposed referendum revenue authorization would be applicable for ten (10) years unless otherwise revoked or reduced as provided by law. The question on the approval of this referendum revenue authorization is conditioned on the approval of Ballot Question Nos. 1 and 2 and shall be School District Ballot Question No. 3 on the school district ballot at the special election held to approve said authorization.

4. The questions of renewing the general education revenue of the School District and increasing the general education revenue of the School District shall be submitted to the qualified

electors of the district at a special election, which is hereby called and directed to be held in conjunction with the state general election on Tuesday, the 6th day of November, 2018.

5. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this special election are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as those for the state general election.

6. The clerk is hereby authorized and directed to cause written notice of said special election to be provided to the county auditor of each county in which the school district is located, in whole or in part, and to the Commissioner of Education at least seventy-four (74) days before the date of said election. The notice shall specify the date of said special election and the title and language for each ballot question to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said special election to be posted at the administrative offices of the school district at least ten (10) days before the date of said special election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said special election and to cause two (2) sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot.

The clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

The notice of election so posted and published shall state each question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is hereby authorized and directed to cause a notice of the election to be mailed mail to each taxpayer in the district at least fifteen (15) but no more than thirty (30) days prior to the date of the special election. The notice shall contain the required projections and the required statement specified in Minnesota Statutes, Section 126C.17, Subdivision 9, paragraph (b). The clerk is also directed to cause a copy of this notice to be submitted to the Commissioner of Education and to the county auditor of each county in which the school district is located in whole or in part at least fifteen (15) days prior to the day of the election.

The clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting the state general and other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including

entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots, election administration, and cost sharing.

7. The clerk is further authorized and directed to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system:

SPECIAL ELECTION BALLOT
INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS

November 6, 2018

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s), like this:

To vote for a question, fill in the oval next to the word "Yes" on that question.
To vote against a question, fill in the oval next to the word "No" on that question.

SCHOOL DISTRICT BALLOT QUESTION NO. 1

**RENEWAL OF SCHOOL DISTRICT
REFERENDUM REVENUE AUTHORIZATION**

The Board of Independent School District No. 709, Duluth Public Schools, has proposed to renew its referendum revenue authorization, which is set to expire in 2018, in an amount equal to \$371.78 per pupil. The revenue would be used to fund school operations. The proposed referendum revenue authorization would be effective for taxes payable in 2019 and be applicable for ten years unless otherwise revoked or reduced as provided by law.

YES

NO

Shall the renewal of the revenue proposed by the Board of Independent School District No. 709 be approved?

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING TO EXTEND AN EXISTING PROPERTY TAX REFERENDUM THAT IS SCHEDULED TO EXPIRE

SCHOOL DISTRICT BALLOT QUESTION NO. 2

APPROVAL OF SCHOOL DISTRICT REFERENDUM REVENUE AUTHORIZATION

The Board of Independent School District No. 709 has proposed to increase its general education revenue by \$575.00 per pupil if Ballot Question No. 1 is approved. The proposed referendum revenue authorization would be applicable for ten years unless otherwise revoked or reduced as provided by law.

YES

Provided that Ballot Question No. 1 is approved, shall the increase in revenue proposed by the Board of Independent School District No. 709 be approved?

NO

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A
PROPERTY TAX INCREASE**

SCHOOL DISTRICT BALLOT QUESTION NO. 3

APPROVAL OF SCHOOL DISTRICT REFERENDUM REVENUE AUTHORIZATION

The Board of Independent School District No. 709 has proposed to increase its general education revenue by \$335.00 per pupil if Ballot Question Nos. 1 and 2 are approved. The proposed referendum revenue authorization would be applicable for ten years unless otherwise revoked or reduced as provided by law.

YES

Provided that Ballot Question Nos. 1 and 2 are approved, shall the increase in revenue proposed by the Board of Independent School District No. 709 be approved?

NO

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A
PROPERTY TAX INCREASE**

In precincts using an optical scan voting system, the ballots must be printed in black ink on white colored material, except that marks to be read by the automatic tabulating equipment may be printed on another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on

one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

8. If the school district will be contracting to print the ballots for this special election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract exceeding \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this special election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections. The election must be canvassed between the third and tenth day following the election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

2018 Education Levy

August Business Committee Presentation

Planning, Priorities



- Think Kids, Quality Steering Committee, Community Polling, Community Leaders, Staff meetings, Financial & Strategic Advisors
- Support for renewal and increase in levy
- Highest Community Priorities:
 - *Class Size*
 - *Classroom Technology*
 - *Student Opportunities, Achievement*
- Duluth's World's Best Workforce Plan
www.ISD709.org

Question 1: Renewal



- Continue current \$371.78 per pupil levy
- Maintain current levy investment of 16-18 full-time teacher positions to support class size
- **This does not result in a property tax increase**
- ***If Question 1 fails, Questions 2 & 3 automatically fail.***



Question 2: Class Size



- \$575 per pupil increase to current levy
- Adds approx 25 teachers district-wide to manage class size, increase site funding for specific supports based on needs
- **Increase of \$8.64 per month for the average home***
- ***If Questions 1 and 2 fail, Question 3 automatically fails.***



**Average assessed home value in Duluth is \$150,000*

Question 3: 1:1 Classroom Technology



- Additional \$335 per pupil increase
- Provide students and staff with devices, upgrade systems, training and technical support
- **Additional Increase of \$5.03 per month for the average home***

**Average assessed home value in Duluth is \$150,000*

Without Renewal:

- Loss of \$3.3 million in local education funding
- Class sizes will rise significantly over time
- Slow or no updates to classroom technology

Without an Increase:

- Class sizes will rise
- Slow or no updates to classroom technology

95% of Minnesota School Districts are supported by local education levy funds

The proposed referendum revenue authorization would be for ten years.



Increasing current local funding for education would help support community priorities and goals:

- Class Size
- Classroom Technology
- Student Opportunities, Achievement

World's Best Workforce Plan
www.ISD709.org

Next Steps

August 21: Board scheduled to approve referendum question

August 23: Deadline for ballot language

October: Required public notices of referendum and mailing legal notice

November 6: Election Day

AGREEMENT

THIS AGREEMENT, made and entered into this **19 day of July 2018** by and between Independent School District #709, a public corporation, hereinafter called District, and **Jennifer Prachar**, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **July 25, 2018** and shall remain in effect until **June 30, 2019**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Please see attached job description.

3. **Background Check .** (Applies to contractors working independent with students)

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at the rate of **\$30.00 per hour up to a sum not to exceed \$12,000**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor.

This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Pam Rees, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH HEAD START

CONTRACTOR

Ma
Chair

Jennifer Proctor
Title

Ma
Clerk

Diethian
Title

James M. Rees
Program Director

Taxpayer Identification Number

Wm. Hunt
~~Director of Business Services~~ Superintendent

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: \$30.00 per hour

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition under the direction of the Health and Nutrition Coordinator

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service

Reflect cultural and ethnic preferences, and include a wide variety of foods

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children

Provide information and materials for nutrition education activities in the classroom

Coordinate and provide nutrition education at parent meetings

Consult with teachers regarding concerns about children's eating

Update and revise nutrition area of the program plan

Serve as liaison to nutrition and food resources in the community

Member of Head Start Health Advisory Committee

Other duties as assigned by supervisor.



FISCAL YEAR 2019 BUDGET PROPOSAL AGREEMENT for DULUTH PUBLIC SCHOOL DISTRICT

This AGREEMENT is made by and between the **Arrowhead Regional Computing Consortium**, hereinafter referred to as **ARCC**, and the **Duluth Public School District**, hereinafter referred to as **ISD 709**.

ISD 709 requested assistance from ARCC in preparing its Fiscal Year 2019 Budget, which ARCC is willing to provide as set forth in this Agreement. This Agreement is limited in scope to ARCC providing assistance to ISD 709 in preparing its Fiscal Year 2019 Budget pursuant to the following terms and conditions:

1. ARCC will prepare student projections for the 2018-2019 school year. These projections will be presented to ISD 709 Superintendent William Gronseth for approval. The projections will provide supporting documentation of the last two final years' data and preliminary data from the 2017-2018 school year based on ADM served and adjusted ADM as found on the Minnesota Department of Education website.
2. ARCC will prepare a Fiscal Year 2019 General Education revenue projection based on student numbers approved by Superintendent Gronseth.
3. ARCC will prepare Fiscal Year 2019 food service, levy, community education and other miscellaneous revenue projections.
4. Working with ISD 709 payroll staff, ARCC will work to create a Fiscal Year 2019 annual payroll that includes step and lane changes, retirements and new hires to be used to populate projections for salary and benefit expenditures for the Fiscal Year 2019 Budget.
5. Working with ISD 709 Buildings and Grounds and other appropriate staff, ARCC will work to add long-term facilities maintenance ("LTFM") expenditure projections into the Fiscal Year 2019 Budget.
6. ARCC will provide assistance to the specific ISD 709 departments that are responsible for submitting data for their own Fiscal Year 2019 Budgets as needed to complete the ISD 709 Fiscal Year 2019 Budget. These departments include but are not limited to Technology, Assessment, Curriculum, School Operations, LTFM, Special Education and Community Education.
7. If ISD 709's current software is capable of providing prior year information, both Revenue and Expenditure projections for the Fiscal Year 2019 Budget to be prepared by ARCC will be accompanied

- by a three year look back (Final 2016, Final 2017 and In Progress 2018) summarized by object/source category (salaries, benefits, contracted service, supplies, equipment, debt service, etc.). ARCC will project impacts to ISD 709 fund balance accounts if ISD 709's software system allows ARCC to run reports within the parameters described in this paragraph.
8. ARCC will not be responsible for balancing ISD 709's Fiscal Year 2019 Budget. ARCC will not make recommendations for balancing the Fiscal Year 2019 Budget. ARCC will provide opportunities for ISD 709 to make changes to the budget in progress before ARCC presents the Final Fiscal Year 2019 Budget to Superintendent Gronseth.
 9. ARCC will provide Superintendent Gronseth with the opportunity to review and approve a preliminary budget. The parties will work collaboratively to address any questions or concerns Superintendent Gronseth raises with respect to the preliminary budget. Once Superintendent Gronseth has approved the preliminary budget, ARCC will prepare 10 copies of the Final Fiscal Year 2019 Budget and delivered them to Superintendent Gronseth. Assuming ARCC is able to readily access the information needed to provide the services described above, it is anticipated that the Final Fiscal Year 2019 Budget will be delivered to Superintendent Gronseth on or before July 31, 2018.
 10. ISD 709 understands and agrees that a budget is a living document, meaning it may be subject to change over time as a result of unanticipated events occurring in the future. The parties agree that the financial impact of unanticipated changes in student enrollment, staff changes and future school board action should be reviewed by ISD 709 from time to time and that ISD 709 is solely responsible for making any future changes, modifications, or adjustments to the Final Fiscal Year 2019 to the extent necessary to account for any unanticipated changes as the 2018-2019 school year progresses.
 11. Primary ARCC Staff working on this project are Cathy Erickson, Finance, Funding and Management Specialist and Adjunct Instructor of Minnesota School Finance at St. Mary's University and Cindy Lee Olson, Executive Director. Other staff members may be asked to assist to the extent ARCC deems necessary.
 12. ISD 709 shall pay ARCC for services provided pursuant to this Agreement at a rate of \$100 per staff hour. In addition, ISD 709 will reimburse ARCC for any specific presentation materials needed to prepare the Fiscal Year 2019 Budget and any travel expenses, including mileage at the IRS-approved rate, incurred by ARCC staff as a result of the services provided by this Agreement. ARCC's routine printing costs associated with the services provided pursuant to this Agreement will be considered overhead and are not billable to ISD 709. The parties anticipate that ARCC's staff will not spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will notify Superintendent Gronseth in writing when its staff reach 200 hours spent providing services pursuant to

printing costs associated with the services provided pursuant to this Agreement will be considered overhead and are not billable to ISD 709. The parties anticipate that ARCC's staff will not spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will notify Superintendent Gronseth in writing when its staff reach 200 hours spent providing services pursuant to this Agreement. ARCC must obtain prior written authorization from Superintendent Gronseth in order for its staff to spend more than a total of 250 hours providing services pursuant to this Agreement. ARCC will invoice ISD 709 for its services and any expenses incurred upon completion of the Final Fiscal Year 2019 Budget or upon reaching 250 staff hours providing services pursuant to this Agreement, whichever occurs first. ISD 709 must pay the invoiced amount within 30 days.

13. ISD 709 will promptly provide ARCC with all data necessary to prepare the Fiscal Year 2019 budget. If ARCC encounters any issues receiving data from ISD 709, it must immediately notify Superintendent Gronseth in writing. The parties agree that ARCC's ability to complete the Fiscal Year 2019 Budget by the projected deadline of July 31, 2018 is dependent on ARCC's ability to obtain required information from ISD 709 and that any delays in transferring required information to ARCC may delay the completion of the Fiscal Year 2019 Budget.

IN WITNESS WHEREOF, the parties have executed this agreement in Duluth, Minnesota, on this 28 of June, 2018.

by Cindy Lee Olson
Cindy Lee Olson, Executive Director ARCC

by William Gronseth
William Gronseth, Superintendent ISD 709

**No Cost Contracts Signed
July 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of July 2018:

Name	Source	Description
Arrowhead Regional Corrections (ARC) / Arrowhead Juvenile Center (AJC)	Business Services	MOU

AGREEMENT
School Years 2018-19 and 2019-20

THIS AGREEMENT, made and entered into this 3rd day of July, 2018, by and between Independent School District #709, a public corporation, (hereinafter called the "District") and Arrowhead Regional Corrections/Arrowhead Juvenile Center, an independent contractor, (hereinafter called "Contractor".)

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby District will provide programs or services for the Contractor at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of September 1st 2018, and shall remain in effect until July 30th 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

The District will provide the following services:

- a) Educational screenings will be done on all juveniles held longer than 72 hours excluding weekends and Holidays and periods when schools is not in session using the educational screening tool identified by the District, unless the juvenile has a current individual education plan and a copy is in the AJC client's file. (2960 Rule: 125A52 DHS and DOC Education Screening).
- b) Education programs and services will be provided to AJC residents that are consistent with Department of Education rules and statutory requirements governing education of a resident. If it is suspected that a resident has a disability, an educational evaluation must be conducted according to applicable rules to determine if the resident has a disability. Staff will ensure that the appropriate evaluation is completed and will assist a student who has disabilities and needs special education and related services to obtain those services. (2960.0270 Subp. 7.)
- c) Educational services will be provided to residents according to items i-ii, except where not applicable, due to the age of the resident or the resident's short stay in the facility. (2960.0080 Subp. 9.)
 - i) Facilitate educational programs that provide for instruction during the same school calendar established for the other schools in the District, if required by law; get the approval of the education services from the Department of Education
 - ii) Facilitate the resident's school attendance and homework activities.

- d) The District will work with the Contractor to provide transitional programming to ensure a smooth transition back to their home school per the IEP or regular education plan.
- e) The District will work with the Contractor to provide education about chemical health to the resident who has had a problem related to inappropriate chemical use, but who does not have a sufficient chemical use history to refer to treatment. The education must provide the resident with opportunities to examine the problems associated with inappropriate chemical use.

The Contractor will:

- a) Meet the physical plant and equipment requirements of the Department of Education for the provision of educational services.
- b) Cooperate with the District to provide the educational services at AJC and provide correctional services as needed to ensure safety for District staff within the facility.
- c) The Contractor will inquire at least every 90 days to determine whether the resident is receiving the education required by law and the resident's individual education plan that is necessary for the resident to make progress in the appropriate grade level. AJC will report the resident's educational progress to the case manager or placing agency. The contractor will facilitate education for any residents who have already graduated.

3. Background Check.

The Contractor follows the Department of Corrections and Department of Public Health license rules and does criminal record checks on all employees before they can be hired and work directly with any residents. The District is responsible for following license requirements as required by the Minnesota Department of Education and Minnesota statutes. Both the Contractor and District are precluded from performance of contract until the results of the criminal background check(s) are on file.

4. Reimbursement.

The District will provide services to residents of District #709 who are at AJC and bill for residents of other school districts for reimbursement at the current rate established by ISD #709 in accordance with current state statutes. District will bill out of state counties for educational services provided to youth in AJC for more than 72 hours, excluding weekends and holidays. AJC's contracts with out of state counties will specify that the counties will be responsible for educational costs for youth residing at AJC longer than 72 hours.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. There is no exchange of money from the District to AJC. The District bills directly to other districts for payment back to the District.

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses.

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials.

The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that the District has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor.

Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District.

Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

The District hereby agrees to defend, indemnify and hold the Contractor harmless from all claims relating to its work pursuant to this Agreement. In the event that the District breaches its obligation to defend, indemnify and hold the Contractor harmless, then in addition to its other damages the Contractor shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices.

All notices to the District shall be sent in writing to Director of Business Services, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to Contractor shall be sent in writing to Superintendent, Arrowhead Juvenile Center, 1918 Arlington Avenue North, Duluth, MN 55811.

11. Assignment.

Contractor shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. Modification or Amendment.

No amendment, change or modification of this Agreement shall be valid unless it is in writing and signed by the parties' hereto.

13. Governing Laws.

This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. Cancellation.

Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. Data Practices.

Contractor and District further understand and agree that they shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. Insurance.

Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with AJC within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, non-renewal, or material change to all named and additional insureds.

AJC reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against ISD 709. All insurance policies shall be open to inspection by AJC, and copies of policies shall be submitted to AJC upon written request. All subcontractors shall provide evidence of similar coverage.

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 Each Occurrence.

No Less Than \$2,000,000 Aggregate coverage.

2. Policy shall include leased remises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
3. AJC must be named as additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 Each person;
2. \$1,500,000 Each Occurrence.
3. Must cover owned, leased, or rented vehicles

18. Workers Compensation Insurance: per statutory requirements.

Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

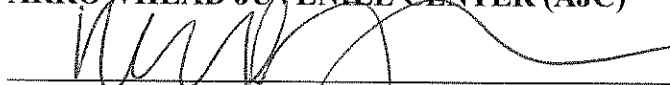


Program Director



Superintendent

**ARROWHEAD REGIONAL CORRECTIONS (ARC)
ARROWHEAD JUVENILE CENTER (AJC)**

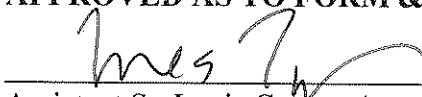


Becky Pogatchnik, AJC



ARC, Kay Arvola, Director

APPROVED AS TO FORM & EXECUTION



Assistant St. Louis County Attorney

Damion #: 2018-012232

Facilities Management & Capital Project Status Report

July 2018

87

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 357 work orders, and are currently working on 618 open work orders.
- Facilities maintenance trade crews are currently scheduled at Piedmont Elementary School.
- Estimates related to costs involved and evaluating options to further increase our school security are being worked on to allow us to be prepared for the grant applications for state funding to be available later this year.
- Efforts to eradicate rodents are occurring and appear to be effective. This process will continue for some time. Proper notification as per statute to Congdon families will occur, and school will begin as normal this fall.
- The AutoCad Technician has been re-posted.
- The Hartley land sale to the City of Duluth is proceeding well and should be concluded in the next few months.

Capital Construction:

- The Lakewood roof project is complete, and punch list items will be done.
- Rockridge site work is almost complete; bituminous will be installed in the next week depending on weather.
- LTFM scheduled OEMS gym work is ongoing and will result in a “like new” gym once done.

Building Operations

- Operations currently have their hands full filling positions this summer due to several anticipated retirements. Operations look to fill an Engineer IV position at Denfeld High School, an Engineer III position at Ordean East Middle School, and lastly an Engineer II position at an undetermined elementary school. Currently, Operations has an entry level Custodian II position at Ordean East Middle and an Engineer IV at Denfeld with scheduled interviews.
- Throughout the rest of the summer and into the fall several operations staff are attending BOC classes. Building Operator Certification (BOC) is a nationally recognized professional certification for facilities operations and maintenance staff. Graduates make their buildings more comfortable, efficient and environmentally friendly, thanks to skills they master throughout the classes. Also, all certification fees will be fully reimbursed upon completion of all classes, completion of the class scoping project, and for implementing the scoping project at a Minnesota Power served facility

Health, Safety & Environmental Management

Environmental/Health/Safety

- Asbestos Inspector Training was completed and passed. An asbestos inspector is required to sign off on the 6 month asbestos inspections and other asbestos related activities in the schools.
- Hazardous Waste Licensing Renewal was completed. This reporting, tracking, and submission is required by the state to ensure we are controlling any hazardous wastes the buildings produce.

Emergency Response Crisis Management

- Assisted Jeff Horton in writing the Community Oriented Policing Services School Violence Prevention Program (COPS SVPP) Grant. The COPS Grant would allow the use of funds to make schools more secure. Information was gathered for the Grant to secure the front entrances of the school buildings by controlling access.
- Temporary measures for front office access control were researched. The possible use of chrome books and additional software to “buzz” visitors in were looked at as a temporary security measure.

Workers' Compensation Activities

- Began planning and scheduling the services of Marsh & McLennan Agencies, our insurance broker, to assist in a workers compensation training including common risks and preventative measures. They will also be assisting in safety committee meetings and safety walkthroughs this year.
- OSHA Recordables for the month: 0
- First report of injuries: 4

July 26, 2018

William Gronseth
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"
108 E 6th Street "Nettleton School"
"Hartley Lots"

Hartley Residential Lots

- Marketing is complete on all on-line venues.
- Sign installation is waiting on brushing of site, expected to be complete next week.
- Marketing details have been delivered directly to several local home builders, no response as of the date of this update.

108 E 6th Street "Nettleton School"

- Closed June 26th, 2018

800 E. Central Entrance "Central High School Property"

- Attended NAIO development network meeting in the twin cities and discussed sites in Duluth with members to include the Central Property.

The Central site has as well generated inquiries from various Developers, Brokers and Investors as expected.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer
Broker