

NOTICE OF REGULAR MEETING OF THE SCHOOL BOARD
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
Monday, September 11, 2023
Mark Sanford Education Center (Enter at West Door #3)
2400 47th Avenue South, Grand Forks, ND

(The meeting will be broadcast live and archived at <https://www.youtube.com/c/GFSchools>)

AGENDA

Please note the stated times per topic are approximate and intended only as a guide. Upon convening the meeting, agenda topics may begin earlier or later than their stated approximate time.

- | | |
|---------|---|
| 6:00 pm | 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE A. Reading of School Board Meeting Norms |
| 6:01 pm | 2. APPROVAL OF AGENDA |
| 6:02 pm | 3. APPROVAL OF MINUTES A. May 22, 2023, Corrected B. August 21, 2023 |
| 6:03 pm | 4. PUBLIC COMMENTS <i>Individuals wishing to address the school board are asked to complete a Public Comment Card, submit it to the school board secretary before the start of the meeting, and wait to be invited to speak. Each person may speak for up to three (3) minutes. No individual may speak on the same topic more than once. The chairperson reserves the right to limit the comments and the number of speakers. School Board members shall not engage in a response or enter into a debate about any issue(s) brought before the board during this portion of the meeting. Public comments and concerns will be directed to the Superintendent of Schools, who will deal with them according to policies adopted by the Board.</i> |
| | 5. SUPERINTENDENT'S RECOMMENDATIONS FOR DISCUSSION |
| 6:09 pm | A. Summer School Reports (Strategic Plan Area 1) |
| 6:29 pm | B. Public School on Military Installations Grant Update (Strategic Plan Area 3) |
| 6:49 pm | C. Remote Learning Survey Results (Strategic Plan Areas 1 and 2) |
| 6:59 pm | D. Storm Day Decision-making Process (Strategic Plan Area 1) |
| 7:14 pm | E. NDSBA Opportunities for Board Member Development |
| 7:16 pm | F. District Achievement Goal Alignment Overview (Strategic Plan Area 1) |
| | 6. SUPERINTENDENT'S RECOMMENDATIONS FOR ACTION |
| 7:31 pm | A. Consent Agenda: 1. Teacher Appointments 2. Open Enrollment Application 3. Student Information Sharing Requests: Klett World Languages, easyCBM, Minnesota State University Moorhead, and Doorway to College Foundation 4. Renewal of Parking Lot Lease with The United Lutheran Church 5. Student Transportation Driver Consideration |
| 7:32 pm | B. Contracted Staff Resignations and Release from Contracts (Strategic Plan Area 3) |
| 7:42 pm | C. Clarification of School Attendance Boundary for Lake Agassiz and Winship Elementary Schools |
| 7:47 pm | D. Consideration to Initiate a Procurement Process for Snow Removal Services for School Year 2023-2024 |
| 7:52 pm | E. Consideration of Land Swap Adjacent to Career Impact Academy Site (Strategic Plan Area 3) |
| 8:02 pm | F. Joint Powers Agreement between City, School District, and Valley Bus for Student Transportation Services |
| 8:12 pm | G. Policy Review |
| 8:19 pm | H. Authorization for Sale of Building Trades Project House |
| 8:24 pm | 7. OTHER A. Announcements B. Board Requests for Future Consideration <i>There should be no discussion concerning any item that is requested for future consideration. The Board President and Superintendent will determine the best method of response to board requests.</i> C. School Board Meeting Norms – How did we do? |
| 8:29 pm | 8. ADJOURNMENT |

Persons with disabilities who may need assistance to access the meeting should call the superintendent's office at 701-787-4880 at least 24 hours prior to this meeting.

Grand Forks Public School District #1

School Board Meeting Norms

The purpose of establishing school board norms is to ensure that all individuals have the opportunity to contribute in the meeting; to increase productivity and effectiveness; and to facilitate the achievement of its goals.

NORMS

- 1) Be prepared
- 2) Be on time
- 3) Value and respect each other
- 4) Exercise thoughtful deliberation and conversation
- 5) Be professional at the Board table and when visiting with the general public
- 6) Speak up when the norms are not being followed
- 7) Advocate on behalf of students and keep the community in mind

GOVERNANCE

- 1) Lead by policy
- 2) Serve as advocates for K-12 public education
- 3) Entrust the day-to-day operations to the professionals; Let the administrators do their work
- 4) Assist community members and stakeholders in following the chain of command

OTHER

- 1) Consider staff and District capacity in resources
- 2) Balance the meeting agendas so one meeting isn't heavier than the other

Brandon Baumbach
Business Manager

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MEMORANDUM

TO: Grand Forks School Board Members
FROM: Brandon Baumbach, Business Manager
SUBJECT: Correction and Re-Approval of May 22, 2023, Regular Meeting Minutes
DATE: September 11, 2023

Attached for your consideration is the corrected draft minutes of the May 22, 2023, regular school board meeting.

At the May 22 meeting, the agenda was amended to add the action item, Construction Management At-Risk Delivery Method for Construction of a New Valley Middle School, Centralized Kitchen, and Security. An audit of the ensuing approved minutes was completed by Cindy Johnson during which it was discovered that the discussion and action related to this item were omitted from the draft minutes when they were presented to and approved by the board on June 12, 2023. The missing discussion and action are found on pages 3 and 4 of the attachment and are highlighted in yellow.

The administrative recommendation is that the board approve the addition of the discussion and action related to the Construction Management At-Risk Delivery Method for Construction of a New Valley Middle School, Centralized Kitchen, and Security and re-approve the May 23, 2023, minutes as corrected.

cj
Attachment



Approved 6.12.2023; Amended 9.11.2023

GRAND FORKS SCHOOL BOARD

GRAND FORKS PUBLIC SCHOOL DISTRICT #1

REGULAR MEETING MINUTES

May 22, 2023

The School Board of Grand Forks Public School District No. 1 held a regular meeting on Monday, May 22, 2023, at the Mark Sanford Education Center with President Eric Lunn presiding.

Board Members Present: Josh Anderson, Dave Berger, Amber Flynn, Monte Gaukler, Joel Larson, Eric Lunn, Jeff Manley, Bill Palmiscno, and Cynthia Shabb. **Absent:** None.

Student Board Members Present: Ryaan Alshami and Maggie Barker. **Absent:** None.

Others Present: Dr. Terry Brenner, Superintendent of Schools; Brandon Baumbach, Business Manager; Catherine Gillach, Associate Superintendent of Secondary Schools; Arielle Neumann, GFAFB School Board Liaison; Brady Olson, Vice President, Grand Forks Education Association; and Cindy Johnson, Executive Secretary.

Call to Order and Pledge of Allegiance. The meeting was called to order at 6:00 PM and the Pledge of Allegiance was recited.

Reading of School Board Meeting Norms. Anderson read aloud the school board meeting norms.

Approval of Agenda. The agenda was amended by adding an action item – Construction Management At-Risk Delivery method for Construction of a New Valley Middle School, Centralized Kitchen, and Security.

Alshami joined the meeting at 6:01 PM.

It was moved by Manley and seconded by Gaukler to approve the agenda as amended. Motion carried unanimously.

Celebrating Success - Classified and Certified Employees of the 4th Quarter. Dr. Kris Arason, Red River High School Principal, introduced Mike Soli, Facilities Manager, as the Classified Employee of the 4th Quarter. He was presented with a plaque in recognition of the selection.

Badera Muhanna, Winship Elementary School Teacher, introduced Christine Dewey, as the Certified Employee of the 4th Quarter. She was presented with a plaque in recognition of the selection.

Approval of Minutes. It was moved by Anderson and seconded by Larson to approve the minutes of May 8, 2023, as written. Motion carried unanimously.

Public Comments. Ron Barta spoke about a school health hub and book review. Lisa Carney spoke about the West Elementary property. Amanda Keplin spoke about mindfulness education/curriculum.

Cognia Celebration of Grand Forks Central High School. Denise Soehren, Cognia's Midwest Regional Director, recognized Grand Forks Central High School for being an accredited school system for 115 years straight.

Social Studies k-12 Curriculum Resource Adoption. Amy Bartsch, Chief Academic Officer, Nicole Krefting, and Lorraine O'Shea gave a comprehensive overview of the proposed social studies K-12 curricular resources to support the teaching of the North Dakota State Standards in social studies. The proposed funding source for most of the expenditure will be the District's ESSER III allocation. A \$20,000 integration and ongoing professional development expenditure will be funded by the general fund. The total cost of the proposed adoption is \$1,273,301.39. This topic will be brought to the next meeting with a recommendation for adoption.

Consent Agenda. It was moved by Berger and seconded by Shabb to approve the consent agenda as follows:

- Appointments effective August 22, 2023, of Jennifer Litzinger, social studies teacher, salary \$47,765; Sadie Mathews, 4th-grade teacher, salary \$42,977; Sarah Haggerty, 7th-grade ELA teacher, salary \$44,574; Courtney Sandness, social studies teacher, salary \$49,247; Madeline Treuer, 1st-

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grade teacher, salary \$42,977; Ryan Powers, ND Studies, MTSS, salary \$42,977; Kacey Rogne, 6th-grade ELA teacher, salary \$51,812; Connor Hanson, SAIL Program teacher, salary \$42,977; and Grant Yurosko, 6th-grade ELA teacher, salary \$51,812;

- Open enrollment applications as presented; and
- Resignations effective June 2, 2023, of Jared Becker, Kyle Meier, Melissa Port, and Paige McPherson.

Motion carried unanimously.

Waiver of Years of Experience and Appointment of Nneka Nwaokeafor. Dr. Brenner reported Nneka Nwaokeafor has been offered the position of Head Start Teacher at Head Start effective July 1, 2023. As a hard-to-fill position, the school board, per the teacher negotiated agreement, may allow more years of experience to be brought into the district with an external applicant.

It was moved by Shabb and seconded by Gaukler to approve the waiver of years of experience and allow seventeen (17) years of experience to be brought into the district by Nneka Nwaokeafor and to approve her teacher appointment. She would be placed at \$62,015 (BA+30, Step 18). Motion carried unanimously.

Waiver of Years of Experience and Appointment of Melanie Parcio. Dr. Brenner reported Melanie Parcio has been offered the position of Special Education Strategist at Valley Middle School effective July 1, 2023. As a hard-to-fill position, the school board, per the teacher negotiated agreement, may allow more years of experience to be brought into the district with an external applicant.

It was moved by Palmiscno and seconded by Larson to approve the waiver of years of experience and allow fourteen (14) years of experience to be brought into the district by Melanie Parcio and to approve her teacher appointment. She would be placed at \$57,227 (BA+30, Step 15). Motion carried unanimously.

Waiver of Years of Experience and Appointment of Jessica Sundeen. Dr. Brenner reported Jessica Sundeen has been offered the position of Special Education Teacher at Valley Middle School effective July 1, 2023. As a hard-to-fill position, the school board, per the teacher negotiated agreement, may allow more years of experience to be brought into the district with an external applicant.

It was moved by Manley and seconded by Anderson to approve the waiver of years of experience and allow twelve (12) years of experience to be brought into the district by Jessica Sundeen and to approve her teacher appointment. She would be placed at \$45,918 (80% Contract) (MA/MS, Step 13. Motion carried unanimously.

General Fund Financial Statement. Baumbach reported the period of July 1, 2022, through April 30, 2023, total general fund revenues were \$102,918,158 and total general fund expenditures were \$87,195,131 resulting in revenues over expenses of \$15,723,027.

It was moved by Palmiscno and seconded by Berger to approve the General Fund Financial Statement for the period July 1, 2022, through April 30, 2023. Motion carried unanimously.

Consideration of Proposals to Provide Gasoline. Baumbach reported on the results of the call for proposals and administrative recommendation.

It was moved by Manley and seconded by Shabb to accept the proposals of B-ONE INC dba Gateway Cenex with a 10¢ discount at the pump for in-town refueling and Circle K Holiday Corporation with a 7¢ discount at the pump for out-of-town refueling. Motion carried unanimously.

Consideration of Bids for Sale of Bus. Baumbach reported on the results of the call for bids and administrative recommendation.

It was moved by Larson and seconded by Anderson to accept the bid of \$16,000 submitted by the Listen Center. Motion carried unanimously.

Consideration of Property Insurance Bids. Baumbach reported on the results of the call for insurance coverage and administrative recommendation.

It was moved by Shabb and seconded by Berger to accept the bid for property insurance submitted by Liberty Mutual Insurance for \$408,040. Motion carried unanimously.

Appointment of Buildings and Grounds Director. Dr. Brenner explained the application process and administrative recommendation to appoint Mr. Jonathan Ellwein.

It was moved by Larson and seconded by Anderson

Approved 6.12.2023; Amended 9.11.2023

to appoint Mr. Jonathan Ellwein as the Director of Buildings and Grounds with an annual salary of \$113,393 effective May 23, 2023. Motion carried unanimously.

Consideration of Student Transportation Services Agreement with Valley Bus. Baumbach reported on April 24, 2023, the board selected Valley Bus as the school district's student transportation services provider beginning July 1, 2023, for a three-year term through June 30, 2026. Since then, Administration has been working with Valley Bus to come to contract terms. The agreement was presented for consideration.

It was moved by Palmiscno and seconded by Shabb to approve the Student Transportation Services Agreement between the District and Valley Bus Grand Forks, LLC, as presented. Motion carried unanimously.

Consideration of Purchase Agreement for Bus Barn. Baumbach reported on April 24, 2023, the board provided the administration direction to pursue the purchase of Dietrich's bus barn, located at 1115 55th Street North in Grand Forks to ease the transition between student transportation vendors. Pursuant to that direction, Administration is pursuing a public sale of up to \$800,000 in certificates of indebtedness. In anticipation of bid results, a purchase agreement has been reached and is presented for consideration so that when the time comes, it is ready for execution.

It was moved by Palmiscno and seconded by Manley to approve the purchase agreement between the District and Dietrich Holdings, LLC, as presented. Motion carried unanimously.

Consideration of Resolution Authorizing Negotiation of School Bus Acquisition. Baumbach reported on April 24, 2023, the board selected Valley Bus as the school district's student transportation services provider beginning July 1, 2023, for a three-year term through June 30, 2026. The board also provided the administration direction to pursue the purchase of Dietrich's bus barn, located at 1115 55th Street North in Grand Forks to ease the transition between student transportation vendors. A related item is a consideration to purchase the buses and other personal property owned by Dietrichs. A resolution authorizing the business manager to enter discussions with Dietrichs to purchase the buses, solicit quotations on municipal lease financing, and

negotiate a lease for the buses with Valley Bus was submitted for consideration. It was moved by Manley and seconded by Berger to adopt the Resolution Authorizing Negotiation of School Bus Acquisition as presented. Motion carried unanimously.

Grand Forks Central and Sacred Heart Boys' Tennis Cooperative Agreement. Mike Biermaier, District Activities Director, reported on the recommendation to approve the cooperative agreement. If approved, it would remain in place for a minimum of three years, after which it would be reconsidered.

It was moved by Berger and seconded by Larson to approve a cooperative agreement for boys' tennis with Grand Forks Central and Sacred Heart beginning the 2023-24 season. Motion carried unanimously.

Construction Management At-Risk Delivery Method for Construction of a New Valley Middle School, Centralized Kitchen, and Security. Baumbach reported on the administrative recommendations that the school board approves the determination that a construction management at-risk (CMaR) is the proper delivery method for the construction of a new Valley Middle School, centralized kitchen, and safety and security upgrades and authorizes the administration to form a selection committee composed of an administrative individual from the governing body, a registered architect, registered engineer, and licensed contractor. He explained what a CMaR means and how it would benefit the district. He said the administration intends to appoint the superintendent, business manager, previous interim Buildings & Grounds director, and current Buildings & Grounds director to serve on the selection committee for the administrative individual.

It was moved by Palmiscno and seconded by Gaukler to determine a) that it is in the best interest of the public to utilize the construction management at-risk public improvement delivery method for this project, b) that the construction manager at-risk planning and design services will not duplicate services normally provided by an architect or engineer for this project, and c) that the construction manager at-risk construction services will be in addition to and not duplicate the services provided for in the architect and engineer contracts for this project. Motion carried unanimously.

It was moved by Shabb and seconded by Manley to authorize the administration to form a selection

Approved 6.12.2023; Amended 9.11.2023

committee composed of an administrative individual from the governing body, a registered architect, a registered engineer, and a licensed contractor. Motion carried unanimously.

Eric R. Lunn, President

Brandon Baumbach, Business Manager

Announcements. President Lunn congratulated Berger on receiving a bachelor's degree and reminded board members of the self-assessment survey, May 29 special meeting, and board training on June 8-9.

Dr. Brenner thanked Baumbach for his leadership in the referendum election and the buildings and grounds staff for their work to put up and tear down the election equipment.

Gillach reminded board members of the upcoming graduation ceremonies and recognized Dr. Brenner for his many community meetings regarding the referendum.

Board Requests for Future Consideration. Shabb requested information about the background of the Native American celebration.

School Board Norms - How Did We Do? Anderson reported the board did very well in following its meeting norms.

Executive Session (Closed Meeting). The legal authority for closing this portion of the meeting is North Dakota Century Code Sections 15.1- 16-22 and 44-04-19.1(9).

It was moved by Shabb and seconded by Berger to convene into an executive session to discuss negotiating strategy or provide negotiating instructions regarding contracts that are currently being negotiated or for which negotiation is reasonably likely to occur in the immediate future. Motion carried unanimously.

Members of the public were asked to leave the meeting room. The executive session began at 7:47 PM and ended at 8:55 PM. Members of the public were invited back into the meeting room.

Adjournment. There being no further business, the meeting adjourned at 8:55 PM.

APPROVED _____
(Date)

**GRAND FORKS SCHOOL BOARD
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
REGULAR MEETING MINUTES
August 21, 2023**

The School Board of Grand Forks Public School District No. 1 held a regular meeting on Monday, August 21, 2023, at the Mark Sanford Education Center with President Amber Flynn presiding.

Board Members Present: Josh Anderson, Dave Berger, Amber Flynn, Monte Gaukler, Joel Larson, Eric Lunn, Jeff Manley via phone, Bill Palmiscno, and Cynthia Shabb. **Absent:** None.

Student Board Members Present: Ryaan Alshami and Maggie Barker. **Absent:** None.

Others Present: Brandon Baumbach, Business Manager; Catherine Gillach, Associate Superintendent of Secondary Education; Matt Bakke, Assistant Superintendent of Elementary Education; Brady Olson, Vice President, Grand Forks Education Association; and Cindy Johnson, Executive Secretary.

Call to Order and Pledge of Allegiance. The meeting was called to order at 6:00 p.m. and the Pledge of Allegiance was recited.

August 7, 2023, as written. Motion carried unanimously.

Approval of Agenda. Items 6.A., Remote Learning Survey Results, and 6.B., Storm Day Decision-making Process, were postponed due to the superintendent's absence.

Public Comments. Nelson Rosit spoke to the board about the design of the new Valley Middle School related to the preservation of the tree line.

It was moved by Lunn and seconded by Manley to approve the agenda as amended. Motion carried unanimously.

New Valley Middle School Design Update. Kyle Kvamme, Director of Project Development & Community Engagement, presented an update on the design concept for the new Valley Middle School. Included in the presentation were conceptual drawings of the site and landscape plans with exterior views of the building and floor plans. Future steering committee meetings are scheduled for August 29, September 12, and September 26.

Reading of School Board Meeting Norms. Berger read aloud the school board meeting norms.

Amendment of Consent Agenda. A third-party individual/entity request for student information for Northern State University School of Education student teachers was brought forward for addition to the consent agenda.

Consent Agenda. It was moved by Manley and seconded by Berger to approve the consent agenda as amended as follows:

It was moved by Shabb and seconded by Larson to approve the consent agenda as amended. Motion carried unanimously.

- Teacher appointments effective August 22, 2023, of Jennifer Wynne, 3rd-grade teacher, salary \$54,957; Ellie Vonesh, speech-language pathologist, salary \$54,900; Deb Arnason, FACS instructor 36%, salary \$12,943.44; Shelley Amundson, elementary reading specialist 40%, salary \$33,939.20; and Lynn Gilbraith, elementary math interventionist 30%, salary \$23,830.20;
- Health restoration leave during 2023-2024 for Melissa Miedema;
- Student travel request for up to 21 students to Winnipeg, Canada on October 26, 2023;
- Student travel request for up to 21 students to Germany and France beginning June 11, 2024,

Appointment of Student Board Member and Oath of Office. The reappointment of Ryaan Alshami as a student board member for 2023-2024 was approved by unanimous consensus and Alshami read his Oath of Office for the same.

Approval of Minutes. It was moved by Shabb and seconded by Gaukler to approve the minutes of

and ending July 6, 2024;

- Student travel request for up to 20 students to Kanuma City, Japan beginning October 9, 2024, and ending October 20, 2024;
- Third-party individual/entity request for student information for Mayville State University Division of Education student teachers;
- Third-party individual/entity request for student information for Northern State University Department of Education student teachers;
- Designation of Sara Berg as the Homeless Student Liaison for the district for 2023-2024;
- Designation of Sara Berg as the Foster Care Liaison for the district for 2023-2024.

Motion carried unanimously.

District Academic Goals. Gillach reported as a direct result of the board's Be Legendary training in June 2023, District leadership recommended the adoption of the following academic goals for 2023-2024:

1. Literacy. GFPS will increase district-wide student Ela proficiency levels from 46% to 51% as measured by North Dakota State Accountability Assessments, NDSA, and ACT.
2. GFPS will increase district-wide student mathematical proficiency levels from 40% to 45% as measured by North Dakota State Accountability Assessments, NDSA, and ACT.

Progress monitoring tools and checkpoints related to each of the goals were discussed as well as the timing for future consideration of the goals.

It was moved by Lunn and seconded by Gaukler to approve the academic goals for literacy and mathematics for 2023-2024 as presented. Motion carried unanimously.

Consideration to Expend Construction Services Against Building Fund. Baumbach reported on the administrative recommendation to approve expending the following construction services totaling \$503,168.90 against the building fund:

| Date | Line Memo | Debit |
|------------|--|--------------|
| 11/1/2022 | July payment for Central stair repair project. | \$66,119.40 |
| 12/6/2022 | Sept payment for Central stair repair project | \$101,609.20 |
| 12/6/2022 | Additional sidewalk and curb and gutter removal at City Hall entry | \$25,667.00 |
| 12/6/2022 | Retainage for Central stair repair project | \$21,717.30 |
| 12/6/2022 | Central exterior stair caulking at 5th Street stair and handrail fixed | \$4,801.00 |
| 6/20/2023 | AE2S Design services for Central HS stair replacement | \$4,417.00 |
| 6/20/2023 | Provide as-built drawings of Central stair replace | \$2,400.00 |
| 9/1/2022 | Ref PO 225350 second half payment Kelly windows | \$99,750.00 |
| 11/14/2022 | Design of new fire suppression system and plumbing | \$23,750.00 |
| 2/14/2023 | Design of new fire suppression system and plumbing | \$2,490.00 |
| 3/17/2023 | Design of new fire suppression system and plumbing | \$1,260.00 |
| 6/30/2023 | Structures PO 231319 Central atrium and lift | \$149,188.00 |
| | Total | \$503,168.90 |

The construction services represent the Grand Forks Central stair reconstruction project, Kelly window project, Ben Franklin fire suppression system and plumbing design, and Grand Forks Central auditorium stage project.

If approved, the building fund balance would decrease from \$9,150,750.63 to \$8,647,581.73.

It was moved by Palmiscno and seconded by Anderson to approve the expending of construction services totaling \$503,168.90 against the building fund. Motion carried unanimously.

Consideration of Special Reserve Fund Transfer. Baumbach reported on the administrative recommendation to approve a transfer of \$1,014,229.37 from the special reserve fund to the general fund to offset the over-budget salary expenses. Two primary factors that contributed to over-spending the general fund by \$1,607,981 in substitute teacher salaries during FY23 include a change in title from instructional para to designated sub and subs serving in classrooms due to a shortage of teachers, even while awaiting the arrival of international talent.

The special reserve fund balance as of July 2023 was \$2,028,458.74. Per North Dakota Century Code Section 57-19-11, the district can transfer as much as 50% of the fund, or \$1,014,229.37.

It was moved by Shabb and seconded by Larson to approve a transfer of \$1,014,229.37 from the special reserve fund to the general fund to offset the over-budget salary expenses. Motion carried unanimously.

Consideration of Bid for Filtration Services. Baumbach reported on the bid process and administrative recommendation for district-wide filtration services. One written response was received from Techniques Filtration.

It was moved by Shabb and seconded by Palmiscno to approve Techniques Filtration as the supplier for district-wide HVAC filters. Motion carried unanimously.

Consideration of A&E Firm for Grand Forks Central High School Pool. Baumbach reported on the selection process for an architecture and engineering (A&E) firm for the potential recommissioning of the Grand Forks Central High School pool. One written response was received from JLG Architects.

A discussion was held to clarify this was not a bid to recommission the pool. Rather it is a process to

partner with the architect in designing potential uses for the space.

It was moved by Lunn and seconded by Larson to approve JLG Architects as the A&E firm for the potential recommissioning of the Grand Forks Central High School pool. Motion carried unanimously.

Consideration of A&E Firm for Safety and Security Upgrades. Baumbach reported on the selection process for an architecture and engineering (A&E) firm for district-wide safety and security upgrades. Three written responses were received from EAPC Architects Engineers, ICON Architectural Group, and JLG Architects.

It was moved by Palmiscno and seconded by Anderson to approve EAPC Architects Engineers as the A&E firm for district-wide safety and security upgrades. Motion carried unanimously.

Consideration of Resolution Authorizing and Establishing the Terms of \$30,000,000 General Obligation School Building Bonds, Series 2023. Baumbach reviewed action leading up to the May 16, 2023, special election that resulted in the public's approval to issue \$79,000,000 in general obligation bonds to provide funds, together with any other funds available, to construct and equip a new Valley Middle School; demolish the existing Valley Middle School; construct and modernize the child nutrition facility; construct and equip safety and security facilities; and to otherwise improve and renovate school property. Since then, the District has received a commitment from the Bank of North Dakota dated July 19, 2023, as amended on August 2, 2023, to provide up to \$30,000,000 of financing through the School Construction Assistance Revolving Loan Fund pursuant to North Dakota Century Code Section 15.1-36-08. He reported this resolution authorizes the district to be issued a general obligation bond in the principal amount of \$30,000,000 from the Bank of North Dakota at a rate of 2% rather than selling the same bond dollars in the private market at a higher rate which will also reduce the tax cost to the Grand Forks residents.

It was moved by Lunn and seconded by Berger to adopt the Resolution Authorizing and Establishing the Terms of \$30,000,000 General Obligation School Building Bond, Series 2023, Creating a sinking Fund Therefore, and Pledging Taxes for Their Payment. Motion carried unanimously.

Consideration of Resolution Levying Tax for General Obligation Bonds. Baumbach reported this resolution

is related to the \$30,000,000 General Obligation School Building Bonds and provides the authority to levy the dollars to pay for the dollars to pay for the bonds to the Bank of North Dakota and levy and certify to the county auditor that a portion of the tax is required.

It was moved by Palmiscno and seconded by Manley to adopt the Resolution Levying Tax for General Obligation Bonds and Pledging Taxes for their Payment. Motion carried unanimously.

General Fund Financial Statement. Baumbach reported for the first month of the fiscal year 2023-2024, total general fund revenues were \$112,757 and total general fund expenditures were \$1,993,420 resulting in expenses over revenues of \$1,880,663.

It was moved by Shabb and seconded by Anderson to approve the General Fund Financial Statement for the period July 1, 2023, through July 31, 2023, as presented. Motion carried unanimously.

Announcements. Gillach thanked Chief Academic Officer Amy Bartsch and her academic team for leading a successful new certified staff onboarding last week and announced school starts on August 30.

Gaukler announced a STEM conference was held at UND on August 10 with 14 of the 24 sessions led by GFPS teachers and 10 led by UND staff.

Board Requests for Future Consideration. Gaukler requested what the district will be doing for positions that have not been filled.

Shabb requested an update on Twining School and an update on bussing including how the hiring of drivers has gone, ridership, and how schools are selected to have and not to have busing.

Flynn announced an update on Twining School is scheduled for September 11 and action related to the same for September 26.

Flynn requested a cheat sheet of construction terminology in layman's terms and how they apply to some of the things the board is approving be provided in *Friday Focus*.

School Board Norms – How did we do? Berger reported the board did particularly well in following its meeting norms.

Adjournment. There being no further business, the meeting adjourned at 7:10 p.m.

APPROVED _____
(Date)

Amber Flynn, President

Brandon Baumbach, Business Manager

DRAFT

Ms. Catherine Gillach
Associate Superintendent of Secondary Education
cgillach210@mygfschools.org

Mr. Matt Bakke
Assistant Superintendent of Elementary Education
mbakke190@mygfschools.org

Department Phone: 701.787.4882

MEMORANDUM

DATE: September 11, 2023
TO: Dr. Terry Brenner, Superintendent
FROM: Catherine Gillach, Associate Superintendent of Secondary Education *CG*
Matt Bakke, Assistant Superintendent of Elementary Education *MB*
RE: Summer School Reports

Attached are the 2023 Summer School reports for elementary school, middle school, high school, Summer Performing Arts (SPA), ENCORE Programming, and Driver Education. The Summer School programming was strong, well organized, and well attended across the board once again.

Of note, as part of its targeted services efforts, Valley Middle School had an additional summer school session geared toward incoming students called “Summer Rise” which will be included in tonight’s report. We are proud to offer such wonderful learning opportunities for our students.

Mr. Evan Pederson, Mr. Michael Wilber, Mr. Terry Bohan, Ms. Judy Anderson, Mr. Austin Salyer, Ms. Allison Peterson, and Ms. Kayla Erickson will be available to share program highlights and answer questions at the school board meeting.

CG:MB/ls
Attachments

Mr. Evan Pederson
Director of Elementary Summer School

Direct Phone: 701.746-2360
epederson120@mygfschools.org

To: Mr. Matt Bakke, Assistant Superintendent, Grand Forks Public Schools
From: Mr. Evan Pederson, Elementary Summer School Director
Re: Elementary Summer School Program Review
Date: Wednesday, September 7, 2023

Mr. Bakke,

I look forward to providing a brief summary of Elementary Summer School to the members of the board on Monday, September 11, 2023, at the Grand Forks Public School board meeting and Tuesday, September 19, 2023, at the Grand Forks Air Force Base meeting. I will be available to answer any questions related to the programs offered.

We will highlight the following programs at the school board meeting:

- Elementary Reading/Math
- Introduction to Kindergarten

During our 2023 Summer School session, we enrolled 1,217 students, an increase of 70 students and a summer high since we have started tracking data. I have attached comprehensive enrollment reports for your review. Included in the elementary summer school enrollment report you will find staffing numbers relative to summer school hiring.

As a reminder, we offered our Reading/Math program to all students in the school district from June 5th-23rd, 2023. We offered the Introduction to Kindergarten program to all incoming Kindergarten students from July 31st- August 11th, 2023.

Because of construction and enrollment concerns, we combined Wilder to Winship, Viking to Kelly, Lewis & Clark to Phoenix, and Ben Franklin to Century. The enrollment numbers reflect the schools combined.

| | | | | | | |
|--------------------------------------|---|--|---------------------------------|------------|------------|--------------|
| | <u>2023 Elementary Summer School</u> | | | | | |
| | Reading Language Arts/Math | | All Students Eligible | | | |
| | *Grades K-4 (22-23 Completed) | | June 5th-June 23rd, 2023 | | | |
| | | | | | | |
| | | | | | | |
| School | K | 1st | 2nd | 3rd | 4th | Total |
| Summer Century | 82 | 38 | 24 | 26 | 15 | 185 |
| Summer Discovery | 71 | 19 | 13 | 14 | 21 | 138 |
| Summer Kelly | 74 | 19 | 18 | 20 | 11 | 142 |
| Summer Lake Agassiz | 36 | 18 | 13 | 14 | 11 | 92 |
| Summer Phoenix | 24 | 21 | 23 | 12 | 21 | 101 |
| Summer Twining Elementary | 9 | 9 | 3 | 8 | 3 | 32 |
| Summer Winship | 41 | 20 | 22 | 30 | 21 | 134 |
| Grand Total | 337 | 144 | 116 | 124 | 103 | 824 |
| | | | | | | |
| | | | | | | |
| | | *Student Grade Level at their 2022-2023 grade | | | | |
| Staffing | | Total Staff: 142 | | | | |
| Teachers | | 42 | | | | |
| Paraprofessionals | | 80 | | | | |
| Library Media Speiclaist | | 7 | | | | |
| Designated Special Education Teacher | | 10 | | | | |
| Teacher on Speicla Assignment | | 3 | | | | |
| | | | | | | |

| School | Students Signed up | Estimated Students Riding |
|--|---------------------------|----------------------------------|
| Summer Ben Franklin to Century | 17 | 4-6 |
| Summer Viking to Kelly | 17 | 2 |
| Summer Lewis & Clark to Phoenix | 14 | 2 |
| Summer Wilder to Winship | 9 | 7 |

| ELEMENTARY SUMMER SCHOOL | | | | | | | | | | | | |
|--------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------------|---------------------------|-------------------------|---------------------------|-----------------------|-----------------------|-----------------------|
| | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading K - 5 | Reading/Math Combo | Reading/Math Combo | Reading/Math Combo |
| | May 29 - June 22 | May 28-June 21 | May 27 - June 20 | June 8 - July 2 | June 6 - 30, 2016 | June 5 - 29, 2017 | June 4 - 28, 2018 | June 3 - 27, 2019 | June 27 - August 14, 2020 | August 2 - 20, 2021 | June 6 - 20, 2022 | June 5 - 23, 2023 |
| Ben Franklin | 41 | 28 | 20 | 46 | 58 | 44 | 59 | 61 | 37 | 48 | 63 | 185 w/ Century |
| Carl Ben Eielson | 23 | 21 | 14 | 67 | 78 | 72 | | | | | | |
| Century | 81 | 70 | 76 | NA | 19 | 58 | 59 | 55 | 45 | 49 | 88 | 185 w/ Ben Franklin |
| Discovery | | | | | | | 43 | 55 | 57 | 63 | 107 | 138 |
| Kelly | 76 | 70 | 46 | 54 | 34 | 39 | 48 | 55 | 42 | 55 | 69 | 142 w/ Viking |
| Lake Agassiz | 69 | 61 | 43 | 48 | 25 | 26 | 48 | 72 | 38 | 67 | 93 | 92 |
| Lewis and Clark | 35 | 41 | 22 | 30 | 27 | 28 | 28 | 37 | 29 | 36 | 51 | 101 w/ Lewis & Clark |
| Phoenix | 36 | 36 | 31 | 48 | 38 | 30 | 39 | 39 | 26 | 30 | 48 | 101 w/ Phoenix |
| Twining | 4 | 2 | 0 | 20 | 19 | 26 | 12 | 25 | 20 | 26 | 21 | 32 |
| Viking | 32 | 48 | 39 | 45 | 49 | 59 | 59 | 43 | 39 | 58 | 59 | 142 w/ Kelly |
| West | 15 | 10 | 12 | 14 | 20 | 11 | 16 | 9* | | | | |
| Wilder | 7 | 9 | 19 | 13 | 13 | 16 | 29 | 21 | 13 | 19 | 38 | 134 w/ Winship |
| Winship | 24 | 50 | 56 | 53 | 70 | 70 | 81 | 60 | 52 | 63 | 70 | 134 w/ Wilder |
| Total | 443 | 446 | 378 | 438 | 450 | 479 | 521 | 523 | 398 | 514 | 707 | 824 |
| | | | | | | | | *Attended at Wilder | | | | |
| | | | | | | | | | | | | |
| | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | Math K - 5 | | |
| | July 30 - Aug. 17 | July 29-August 16 | August 4 - 22 | August 3 - 21 | August 1 - 19, 2016 | July 31 - August 18, 2017 | July 30 - August 17, 2018 | July 29-August 19, 2019 | | CANCELLED | | |
| Ben Franklin | 25 | 15 | 17 | 18 | 23 | 13 | 22 | 18 | | | | |
| Carl Ben Eielson | 2 | 2 | 0 | 36 | 45 | 43 | | | | | | |
| Century | 24 | 33 | 38 | NA | 22 | 21 | 36 | 35 | | | | |
| Discovery | | | | | | | 21 | 20 | | | | |
| Kelly | 34 | 45 | 26 | 38 | 28 | 19 | 16 | 13 | | | | |
| Lake Agassiz | 57 | 24 | 28 | 17 | 14 | 38 | 27 | 27 | | | | |
| Lewis and Clark | 28 | 17 | 7 | 16 | 16 | 18 | 16 | 20 | | | | |
| Phoenix | 17 | 18 | 20 | 38 | 27 | 21 | 16 | 24 | | | | |
| Twining | 0 | 0 | 0 | 0 | 0 | 1 | 12 | 4 | | | | |
| Viking | 23 | 25 | 17 | 13 | 13 | 16 | 27 | 11 | | | | |
| West | 16 | 12 | 8 | 11 | 5 | 2 | 8 | 2 | | | | |
| Wilder | 2 | 5 | 13 | 9 | 14 | 18 | 10 | 7 | | | | |
| Winship | 11 | 12 | 11 | 7 | 26 | 13 | 23 | 25 | | | | |
| Total | 239 | 208 | 185 | 203 | 233 | 223 | 234 | 206 | 0 | 0 | 0 | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten | Intro to Kindergarten |
| | May 29 - June 22 | May 28-June 21 | May 27 - June 20 | June 8 - July 2 | June 6 - 30, 2016 | June 5 - 29, 2017 | June 4 - 28, 2018 | June 3 - 27, 2019 | June 23 - August 14, 2020 | August 2 - 20, 2021 | August 1 - 19, 2022 | July 31 - 11, 2023 |
| Ben Franklin | 37 | 39 | | | | | 30 | 35 | 30 | 27 | 33 | 28 |
| Carl Ben Eielson | 28 | 25 | | | | | | | | | | |
| Century | 52 | 82 | | | | | 43 | 62 | 36 | 41 | 52 | 62 |
| Discovery | | | | | | | 55 | 61 | 54 | 72 | 76 | 79 |
| Kelly | 40 | 44 | | | | | 48 | 61 | 41 | 60 | 65 | 59 |
| Lake Agassiz | 60 | 35 | | | | | 33 | 36 | 39 | 46 | 53 | 45 |
| Lewis and Clark | 27 | 10 | | | | | 16 | 15 | 11 | 22 | 29 | 18 |
| Phoenix | 24 | 24 | | | | | 18 | 26 | 14 | 26 | 29 | 19 |
| Twining | 0 | NA | | | | | 23 | 25 | 18 | 27 | 32 | 26 |
| Viking | 29 | 44 | | | | | 47 | 46 | 26 | 40 | 36 | 28 |
| West | 22 | 17 | | | | | Attended at Wilder | Attended at Wilder | | | | |
| Wilder | 9 | 23 | | | | | 18 | 16 | 17 | 23 | 15 | 20 |
| Winship | 17 | 25 | | | | | 16 | 26 | 20 | 24 | 20 | 29 |
| Total | 345 | 368 | 250 | 359 | 376 | 399 | 347 | 409 | 306 | 408 | 440 | 393 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| TOTAL ATTENDANCE | 1027 | 1022 | 813 | 1000 | 1059 | 1101 | 1102 | 1138 | 704 | 922 | 1147 | 1218 |

Judy Anderson
Director of Summer School-Middle

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janderson260@mygfschools.org

August 31, 2023

To: Catherine Gillach – Assistant Supt. Secondary Schools
From: Mrs. Judy Anderson
RE: Middle School Summer School 2023

Please see the attached report on the Middle School Summer Program from August 2023.

I will be presenting this information and will be available for questions.

Mrs. Judy Anderson

MIDDLE SCHOOL SUMMER PROGRAM

The GFPS Middle school summer session was held July 31- August 18, 2023. The online registration was open for 4 weeks of April/May 2023. Information about registration went out to all present 5th grade families and present 6th and 7th families using S'more email and text messages along with messages directly from schools. The summer program is open to any student – no requirements to attend.

The program ran each day from 8am – noon. The four- hour time was split between math and English Language Arts sections by grade; 6th and 7/8 combination.

Incoming 6th grade students were able to get to know their new middle school, practice their own combination locks, walk through their schedules and increase their comfort level with middle school.

SUCCESSES

Twining Middle School was added as a summer school site.

Each site had a Special Education strategist hired.

Every student had the opportunity to have a live Math tutor (Littera) for 30 minutes a day.

Consistent ELA and Math Curriculum using RISE summer programming.

CHALLENGES

There is a long (summer) break between the registration and start of the program.

- It is difficult for new GFPS families to register students.
- Families forget or have plans during this August time period which leads to inconsistent attendance.
- Teachers and paras are hired based on the number of students and their needs.

New curriculum for teachers

- Teachers completed 12 hours of online training in June.
- Required novels needed to be purchased
- All students had to be rostered and scheduled for math tutoring
- Binders were created for teachers, math packets were printed for students
- Digital portal didn't work for all – EdCite.

Summer Session is 15 days

- No required minutes, no credits accrued.
- Short time to assess the effectiveness of the program and instruction.

2023 Middle School Summer School Staff:

Schroeder Middle School

| Teacher | Class | Registered | Completed |
|-----------------|--|------------|-----------|
| Jennifer Becker | 6 th & 7/ 8 th Math | 28 | 19 |
| Kelsey Cariveau | 6 th & 7/ 8 th Reading | | |
| Jaime Olson | Special Education | | |

***Special Ed. Paras**— Chelsea Berto, Alec Carlson

South Middle School

| Teacher | Class | Registered | Completed |
|-----------------|--|------------|-----------|
| Nikki Polum | 6 th & 7/8th Reading | 44 | 35 |
| Hailey Adams | 6 th & 7/8 th Math | | |
| Kari Wiltse | 6 th & 7/8 th EL | 44 | 42 |
| Tiffany Johnson | 6 th & 7/8 th EL | | |
| Miya Lautt | Special Education | | |

Special Ed.Paras - Courtney Garman, Maryn Young, Laurie Holcomb

EL - Suzie Mejia, Megan Ponce Littera math - Eric Rosland

Valley Middle School

| Teacher | Class | Registered | Completed |
|----------------|--------------------|------------|-----------|
| Greg Taylor | 6th & 7/8th Math | 20 | 5 |
| Julie Heuchert | 6th & 78th Reading | | |
| Angie Johnson | Special Education | | |

Special Ed. Para— Mana Khan

Twining Middle School

| Teacher | Class | Registered | Completed |
|-----------------|---------------------|------------|-----------|
| Stephanie Olson | 6th & 7/8th Math | 11 | 6 |
| Susan Korynta | 6th & 7/8th Reading | | |
| Cassidy Graves | Special Education | | |

| MS School | ELA Avg Increase | Total number of students* | Math Avg Increase | Total number of students* |
|--------------|---------------------|------------------------------|----------------------|------------------------------|
| Schroeder MS | 5% | 13 | 24% | 9 |
| South MS | 11% | 29 | 21% | 52 |
| Twining | 13.75% | 4 | 21.6% | 6 |
| Valley MS | 4% | 4 | 12.75% | 4 |

*the number of students who took both the pre & post assessments.

All students will be assessed in September 2023 using the STAR CAT test.

South MS EL summer program

- Student data included in South MS numbers.
- No post assessment in ELA

The EL program ended with 42 students: 11 that were new Americans. There were 19 different languages spoken (some students speak multiple languages other than English). A proposal for next year is to limit the summer school session to only level 1 and 2 EL students.

Mr. Mike Wilber
Director of Secondary Summer School

115 N 4th St., Grand Forks, ND 58203
Direct Phone: 701.746.2375
Fax: 701.746.2387
mwilber310@mygfschools.org

Date: August 8, 2023
To: Ms. Catherine Gillach, Assistant Superintendent of Secondary Education
Mr. Matt Bakke, Assistant Superintendent of Primary Education
From: Mr. Mike Wilber High School Summer School Director
Re: 2023 High School Summer School Summary

Attached is a summary of the 2023 secondary summer school session. I will make myself available to answer questions.

| 2023 High School Summer School Staff | |
|---|--|
| American Government | Nick Graves (Missy Arends) |
| Economics | Tyler Gropp (Missy Arends) |
| English EL | Andrea Parks, Kristijana Dogan (Ione Seidlinger) |
| English I | Alyssa Homan and Katie Arthur (Kathy Englerth) |
| English II | Isyl Catugal (Laurie Holcomb) |
| English III | Scott Conrad (Megan Ponce) |
| World History | Marie Demarce-Garner (Christina Gonzales) Scott Cantrell Novio Soledad |
| Health | Alexander Martinson |
| Informal Algebra: Semester A | Annette Kohlmeier (Brittany Bunde) |
| LAN Manager | Nate Carlson |
| Physical Education | Dan Carlson, Angela Blacknik, Timothy Delmore |
| Physical Science | David Kohlmeier |
| Special Education | Kristi Grzadzieleski |
| Speech | Mary Pomerory |
| Summer School Directors | Mike Wilber and Jay Hepperle |
| United States History | Tyler Theil (Keagan Johnson) |

(Paras in parantheses)



ADDITIONAL INFORMATION

The 2023 high school summer school session met for 26 days from Monday, June 5, 2023 to Wednesday, July 12, 2023 at Red River High School. Half-credit classes met from 7:45am – 9:55am or 10:15am – 12:25pm and full credit classes met from 7:45am – 12:25pm during the summer school day. Students were able to attend two half-credit courses or one-full credit course for the summer school session. In all there were 730 seats enrolled to start the summer school session compared to 606, 845, and 901 the previous three years (students may take more than one class). 72 students were dropped because they did not adhere to the attendance policy compared to 25 (2022) , 84 (2021) , and 77 (2020) dropped students the previous three years. 628 ½ credits were issued to students in the High School Summer School Program with a state re-imbursment of \$798.45 per ½ credit for a total revenue of \$501,426. High School Summer School total expenditures were approximately \$145,211 leaving a net gain of \$356,215 for the school district from the 26 day school session. Only one student who attended the entire summer school session, failed their course and did not earn credit.

This summer, we again coordinated a Credit Recovery Option (CRO) for any Grand Forks Central or Red River student who failed a spring semester class with a percentage grade between 55% - 63%. Students had the option to earn credit in the failed class by finishing the final unit of the class on Edmentum with a passing grade. Students who successfully completed the final Edmentum unit would receive a 64% D in the spring semester class they had failed giving them the ½ credit for the semester. We had 47 half credits recovered by Grand Forks Central students (35 GFC half credits in 2022) and 60 half credits recovered by Red River students (24 half credits in 2022) from June 5th – June 29th. Once again, special thanks to the Mentor Center for calling families and providing a location for these students to receive additional academic support through the month of June.

Moving forward we will need to determine how the new state legislation (15-19-01) related to school districts paying the fees for online North Dakota Center for Distance Education classes throughout the year will impact summer school enrollment and programming for the 2024 session.

SPA 2023 Post-Season Report

Members of the School Board and District Administration:

The SPA 2023 season was an overall success. We have an excellent team that can accomplish great things in just a few short weeks. Here are some items of note from the season:

- We had a record enrollment this year of 1,063 students.
- High School SPA students can receive Fine Arts elective credits for SPA participation. 176.5 total credits were submitted for GFPS students.
- With record enrollment came record requests for scholarships. 64 families requested financial assistance. Through grants and donations, we were able to provide scholarships in the amount of \$9,135.00 to 97 students, at an average of \$94.17 per student.
- We held Elementary SPA this summer at Discovery, Kelly, Lewis & Clark, Century, and Phoenix in June and at Red River in July. Enrollment was up, and the general feedback from families was that they appreciated being at schools throughout the city so that students could walk or bike. We know that some district facilities will be offline for renovations, but we hope to keep classes at various elementary schools in June.
- MySPA had record enrollment as well. Space constraints are starting to be felt with the number of students, volunteers, staff, respite workers, and paras needed for the program.
- We doubled the amount of Pre-K sessions this summer, and they all filled quickly, illustrating the demand for such programming.
- We continued the partnership with the EL Summer School program by providing guest artists to work with students as a supplement to their curriculum. These artists were completely grant-funded, and EL presented songs and a play at World Refugee Day in Town Square.
- Attendance has rebounded from the pandemic. This year's shows were Disney's "The Little Mermaid" and "Mamma Mia!" 6 of 8 High School performances were sold out. The run of "Mamma Mia!" was sold out before it even began.
- The implementation of our new ticketing system through Ludus allowed patrons to choose their own seats and pay with credit card. We had 0 box office mistakes. That is a feat we have never enjoyed before this year!
- 112 additional students were enrolled in summer instrumental lessons and a summer strings camp. Those programs have not been affiliated with SPA in the past, but next year they will. That will bring all summer district Fine Arts activities under "SPA" for parents to have a one-stop-shop for registration, so to speak.
- As illustrated in the chart below, SPA's major expense is staffing. With the changes to the Negotiated Agreement, there will be a significant increase in our Certified staffing costs next summer and beyond.
- All in all, we had a successful summer. We are grateful for the continued support we receive from the community, and grateful to all of our registrants, volunteers, staff, patrons, and donors.

SPA Participation Numbers

| Program | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 |
|-------------------|-------------|------------|------------|-----------|-------------|------------|
| Pre-K SPA | 100 | 51 | 48 | 0 | 71 | 28 |
| Elementary SPA | 530 | 514 | 436 | 0 | 486 | 502 |
| Middle School SPA | 128 | 127 | 120 | 0 | 148 | 114 |
| High School SPA | 151 | 136 | 128 | 40* | 148 | 152 |
| Bands on the Red | 93 | 87 | 88 | 0 | 131 | 102 |
| Voice Lessons | 23 | 29 | 34 | 0 | 0** | 0** |
| MySPA | 38 | 31 | 24 | 0 | 29 | 27 |
| | 1063 | 975 | 878 | 40 | 1013 | 925 |

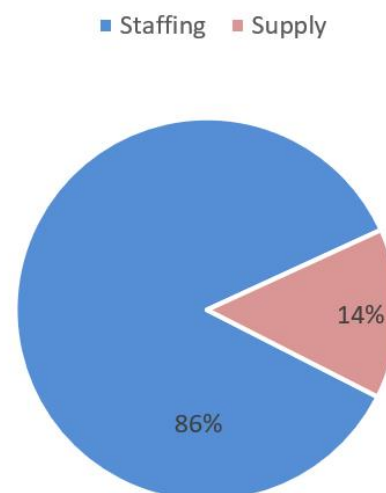
* No programming happened in 2020.

** These numbers were included in the MS SPA and HS SPA numbers.

Allison M. Peterson

Allison Peterson, SPA Director

SPA Expenses FY 2022-23



SPA BY THE 2023 NUMBERS

1,063 STUDENTS ENROLLED

790 HOURS OF PROGRAMMING

14,000+ AUDIENCE MEMBERS

36 PUBLIC PERFORMANCES

60+ VOLUNTEERS

36TH YEAR OF SPA



To: Catherine Gillach, Assistant Superintendent

From: Terry Bohan, Driver Education Director

Date: August 30, 2023

RE: Driver Education Report 2023

Ms. Gillach,

Driver Education for 2023 began on June 5 and ended on July 14. Three Driver Education sessions were offered with 252 students completing the program. Ten of our students were out of district students. The enrollment for 2023 was a decrease of 47 students from 2022. The 16 instructors hired for our summer program are highly qualified by the state of North Dakota to teach Driver Education. Three additional staff members were hired as interns in our program. The student experience in Driver's Ed is a three-tiered setting that includes classroom instruction, simulated driving, and behind-the-wheel instruction each day. We feel this is a highly effective and authentic learning experience for young drivers.

In preparation for the future, we have arranged for our three interns to secure a Driver Education endorsement for the summer of 2024. The goal is to have 16-18 instructors endorsed for our program. Our service to 252 students in 2023 can hopefully expand to around 300+ students, provided we have certified staff to serve as instructors. This would match past enrollment in our summer program.

| | |
|---------------------------------------|-------------|
| Registration Fees (\$300 per student) | \$70,200.00 |
| | |
| Instructor Wage Session I | \$23,149.50 |
| Instructor Wage Session II | \$22,697.50 |
| Instructor Wage Session III | \$34,506.77 |
| Supplies | \$90.58 |
| *Car Lease/Equipment | \$9,660 |
| Insurance | \$307 |
| Fuel | \$2,543.69 |

Kayla Erickson
ENCORE Director

ENCORE 21st Century Community Learning Center
Community High School
500 Stanford Rd.
Grand Forks, ND 58203
Phone: 701.215.8041
kerickson250@mygfschools.org

DATE: September 11, 2023
TO: Catherine Gillach, Associate Superintendent
Matt Bakke, Assistant Superintendent
FROM: Kayla Erickson, ENCORE (21st CCLC Director)
RE: ENCORE Summer 2023

Enclosed you will find the information regarding the programming that ENCORE provided for students during Summer 2023. The programs that were offered included June Summer ENCORE, Valley Rise ENCORE, Intro to Kindergarten ENCORE.

I have also included STEMKamp information regarding our week-long camp that was held in August. Rachel Gunderson and I oversaw that this program continued in the absence of Taunya Schleicher's resignation.

KE
Attachment



Summer ENCORE 2023

—

Summer ENCORE

June 5th-June 23rd: 12pm-5:30pm

June 26th-June 30th: 7:45am-5:30pm

*Activities offered consisted of cooking, art, STEM, swimming, sports.

(87 students got to experience swimming at the Hyslop!)

First 3 weeks of Summer ENCORE

| | Phoenix | Winship | Century | Lake Ag. |
|-------------|---------|---------|---------|----------|
| Enrollment | 46 | 43 | 38 | 44 |
| Special Ed. | 10 | 7 | 8 | 16 |
| Lunch (F/R) | 31 | 31 | 24 | 34 |
| | | | | |

— Week 4 (Bonus Week)

| | | |
|-------------|--|-------------|
| Century: 55 | | Lake Ag: 45 |
|-------------|--|-------------|

Valley Rise ENCORE

June 12th-July 14th
12:00pm-3:00pm

| | |
|------------|---|
| Enrollment | 18 students |
| | 17 entering 6th 1 just completed 6th |

Activities included: Art, Stem, Outdoor games, volleyball, drama, cooking, Tie Dying.

STEMKamp 2023

- 121 Participants
 - 41 military connected
 - 47 Females
 - 73 males
 - No Cost to families
- Students worked through activities that involved learning about
 - Earthquakes
 - Meteor Strikes
 - Oil Spill
 - Field trip to UND and Play it
 - Family day with speaker, vendors, activity and meal

Summer ENCORE Intro to K

July 31st-July 11th: 12pm-5:30pm

July 14th-July 18th: 7:45am-5:30pm

*Activities offered consisted of art, STEM, sports, learning Kindergarten routines.

First 2 weeks of Intro to Kdg

| | | |
|------------|---------|---------|
| | Lake Ag | Century |
| Enrollment | 16 | 16 |

Week 3 (Bonus Week)

| | | |
|--------------------|--|--|
| <u>Century: 20</u> | | |
|--------------------|--|--|



2100 5th Ave. N, Grand Forks, ND 58203
Phone: 701.746.2205 ext. 3643
asalyer290@mygfschools.org

To: Mr. Matt Bakke, Assistant Superintendent, Grand Forks Public Schools
Fr: Mr. Austin Salyer, RISE Summer School Director
Re: Middle & Elementary Summer RISE Program Review
Dt: Wednesday, September 6, 2023

Mr. Bakke,

I look forward to providing a brief summary of the Summer RISE Program to the members of the board on Monday, September 11, 2023 at the Grand Forks Public School board meeting. I will be available to answer any questions related to the program offered.

We will highlight the following information at the school board meeting.

- RISE Programming & Goals
- Data & Assessment

During our 2023 RISE Summer School session we enrolled 24 students. I have attached comprehensive enrollment reports for your review. Included in the RISE summer school enrollment report you will find specific data in both ELA and Math testing.

As a reminder, this was a first-year program to current 7th grade and incoming 6th grade students; with a timeframe of roughly six weeks, starting at the beginning of June 2023.

2023 Summer RISE Program **June 12th - July 14, 2023**

| ELA |
|---|
| <i>Data & Statistics</i> |
| 17 out of 20 students went up in their scores |
| 2 out of 20 students went down in score |
| 1 out of 20 students stayed the same |
| |
| 85% of Valley RISE Students went up in their ELA scores. |


| Math |
|---|
| <i>Data & Statistics</i> |
| 18 out of 22 students went up in their scores |
| 1 out of 20 students went down in score |
| 3 out of 20 students stayed the same |
| |
| 81% of Valley RISE Students went up in their ELA scores. |

| Attendance |
|------------------------------------|
| <i>Data & Statistics</i> |
| 23 Day Schedule |
| 74.5% rate of Attendance |
| 6th Grade Enrollement: 23 Students |
| 5th Grade Enrollement: 3 Students |

Below, is a list of certified RISE Staff & Support Staff:

Austin Salyer – Director
 Lisa Vojacek – Instructional Design Coach
 Adam Carlson – Special Education
 Nick Pederson – ELA Teacher
 Ryan Marshall – Math Teacher
 Robert Tibbetts – Math Teacher
 Andrea Hartje – ELA Teacher
 Emily McGraw – Lavinia Liasson
 Kayla Erickson – ENCORE Director

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools 
SUBJECT: Public School on Military Installations Grant Update
DATE: September 11, 2023

At your meeting on Monday, Taunya Schleicher, Janell Regimbal, and I will update you on progress toward the potential new building of Nathan Twining Elementary & Middle School at the Grand Forks Air Force Base.

As a refresher, I was notified on March 9, 2023, by the Office of Local Defense Community Corporation under the umbrella of the US Department of Defense, that Twining was one of ten military installation schools across the country that met the threshold of a remodel or a new build based on the US Department of Defense's 2017 walkthrough and assessment of the school.

From that initial email, wheels were set in rapid motion that called for immediate action and planning with an August/September deadline looming for the school district to make an application for a portion of—or all—of the necessary funding around a refurbished or new school build.

Rather than repeating what is in the slide deck, Ms. Schleicher, Ms. Regimbal, and I will talk through the balance of the details. It is important to note that tonight's presentation is for discussion with an actionable item to approve the grant application to the Office of Local Defense Community Corporation at our follow-up September 25 meeting. Moreover, the same grant application will be in front of District 140 school board members on September 19 seeking their approval.

Enclosure: Slide Deck



Nathan Twining Elementary and Middle School Design Proposal Review – September 11, 2023

Overview

- Public Schools on Military Installations (PSMI) Grant Overview
- Current GFAFB School Facility Status
- Opportunity Before Us
- Prospective Match Approaches
- Internal PSMI Grant Team Roles
- Timeline
- Mobilizing Efforts for a Successful Submittal
- Next Steps Discussion

Public Schools on Military Installations (PSMI) Grant

- Schools are on this list to address serious capacity and condition deficiencies identified in 2011 & **2018 DODEA Facility Condition Assessment Reports**
- Eligible project costs to correct school's capacity/condition:
 - Project administration
 - Architectural / Engineering, Design
 - Preparation of environmental documentation
 - Inspection and Testing
 - Construction
 - Equipment and Furnishings
 - Contingency Costs
 - Demolition of facilities being replaced, renovated or repaired
 - Costs for swing space, if required, to implement the project

Funds may be used to supplement other Federal or non-Federal funds, but may not be used to supplant funds previously committed to or available for the project

Public Schools on Military Installations (PSMI) Grant

- Projects must be responsive to the deficiencies identified in the Facility Condition Assessment Report
- Projects must meet State and Local school district standards
- Projects should be designed to achieve Net-Zero Energy standards to extent practicable - upcoming panel
- We work with the Military Services to validate proposed student capacity and conformance with local education and design standards
- Projects on federal property must meet Unified Facilities Criteria
 - Leadership in Energy and Environmental Design (LEED) Silver standard (not certified)
 - Anti-Terrorism, Force Protection standards (UFC 4-010-01)
- 20% matching requirement from Local Educational Agency
 - Matching funds can come from non-Federal funds (State, local or private contributions)
 - OLDCC has the authority to skip over schools but will not do so as long as a good faith effort is being made to obtain matching funds

Nathan Twining Elementary and Middle School

Building Deficiency Review

Nathan Twining Building Quality Condition Ratings FY18

| TABLE 1: QUALITY / CONDITION RATINGS | | | | | | | |
|--------------------------------------|----------------------|------------|---------|---------|----------|-------------------|----------|
| Building ² | Type of Construction | Year Built | GSF | Current | Q-Rating | Forecast (FY2023) | |
| | | | | CI (%) | | CI + 5 Years | Q-Rating |
| Garage | Semi | 1990 | 384 | 90% | Q-1 | 83% | Q-2 |
| Main | Perm | 1961 | 108,000 | 61% | Q-3 | 49% | Q-4 |

² Building naming convention in agreement with local education agency.

Nathan Twining Elementary and Middle School has a Q-4 rating which puts the building in
Failing Condition with a Condition Index of 50%

Functional Adequacy Review

| TABLE 4: SPATIAL ADEQUACY RESULTS | | | | |
|--|--|--|-----------------------------------|---------------|
| SPACE TYPE | Actual Provided (avg. sf) | Number Provided in School | DoDEA Ed Spec (sf) | Grade* |
| Special Needs | 921 | 2 | 1,600 | F |
| Food Service | 778 | 1 | 1,938 | F |
| General Purpose Classroom (All) | 918 | 31 | 900 | A |
| Kindergarten (ES) | 1,030 | 2 | 1,150 | B |
| Pre-Kindergarten (ES) | 1,214 | 1 | 1,150 | A |
| Art Room (All) | 910 | 2 | 1,650 | F |
| Family / Consumer Science | 1,794 | 1 | 2,000 | B |
| General Music Room | 1,043 | 1 | 1,500 | D |
| Cafeteria / Cafetorium | 2,845 | 1 | 2,700 | A |
| Gymnasium / Multipurpose | 15,394 | 1 | 9,525 | A |
| Information Center | 2,832 | 1 | 2,515 | A |
| Music Suite | 2,045 | 1 | 1,500 | A |
| Science Classroom (Chemistry) | 884 | 1 | 1,440 | D |
| Science Classroom (General Lab) | 1,122 | 1 | 1,200 | A |
| Computer Lab | 914 | 2 | 1,300 | D |

**Grade designations are explained in opinion of probable cost and are based on the DoDEA Educational Specifications only.*

Functional Adequacy Review

| TABLE 5: FUNCTIONAL ADEQUACY OPINION OF PROBABLE COST | | | |
|---|------------------------------|---|-------------|
| Grade | Designation | Space Type | Cost |
| R | Non-Existent, Required | | \$0 |
| ACN | Additional Classrooms Needed | The school capacity calculation indicates that no additional classrooms are needed. | \$0 |
| F | Inadequate | Art Room, Special Needs, Food Service. | \$2,800,000 |
| D | Marginal | General Music Room, Science Classroom Chemistry, Computer Lab. | \$2,021,000 |
| NR | Not Required, Not Provided | Auditorium, Science Prep Room. | |
| C | Good | | |
| B | Very Good | Kindergarten, Family/Consumer Science. | |
| A | Exceptional | General Purpose Classroom, Pre-Kindergarten, Cafeteria/Cafetorium, Gymnasium/Multipurpose Room, Information Center, Music Suite, Science Classroom General. | |
| Total Opinion of Probable Cost | | | \$4,821,000 |

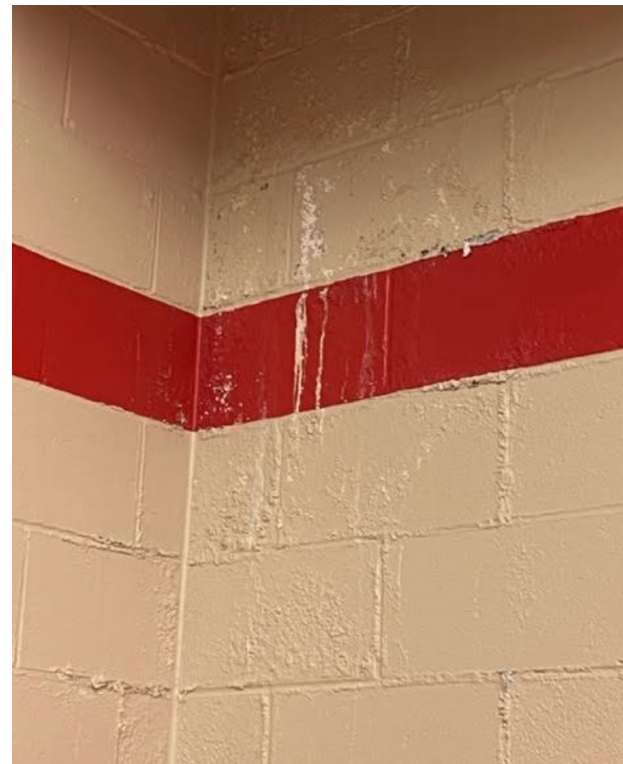
The results of the spatial adequacy analysis indicate deficiencies in space at the school, according to the size standards provided in the DoDEA Educational Specifications. The food service area, including the kitchen and serving line, is too small per DoDEA standards. Spaces that are far below the DoDEA size standard include the Art Room, Special Needs and Food Service. The grades shown directly correlate to costs shown in Table 5. Spaces receiving grades of 'D' or 'F' are existing but too small. Spaces with a grade of 'R' are not provided but are required.

Building Observations

- Campus does not have air conditioning
- Plumbing fixtures are original dating back to 1961
- Piping is original
- GFCI are not present in the required locations
- Structural issues
- Lacking common learning areas
- Lacking playground equipment

Failing Roof Coverings

Flat roof allows for snow accumulation



Floor Finishes



September 11, 2023
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Issues due to age of flooring (23 years old)



Electrical System Failures

September 11, 2023
Page 48 of 259



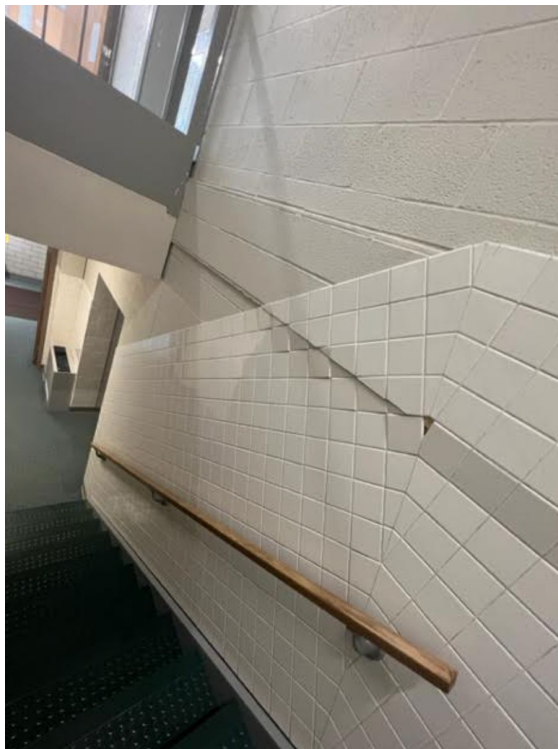
BOILER INEFFICIENCIES

**Do not efficiently
heat
elementary
classrooms**



Middle School Foundation Issues

Shifting structural issues





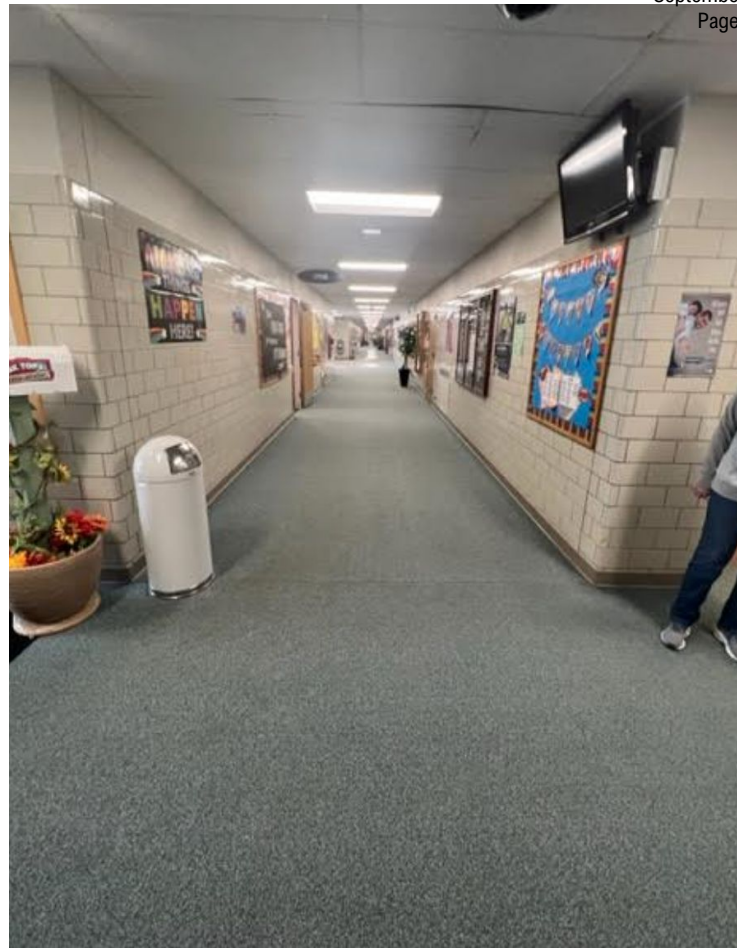
Water Issues



Security Concerns

September 11, 2023

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Next Steps for Nathan Twining Elementary and Middle School



Approach A Renovations

- Current Total Cost Estimate-
\$42,252,234.00
 - Grant - \$33,801,787.00
 - District 20% Match = \$8,450,447
 - These costs do not include AE fees which could likely add \$2MM to the overall costs of a renovation project.

Approach B Building for the Future

A two-phase proposal process

- Design Grant
- Building Grant

Allows for Air Force Base community and state/local involvement

Approximate total cost estimate for a new building-
\$55-60 MM

- Grant - \$48,000,000
- District 20% Match= \$12,000,000

Approach A

Replacement of Failing Systems



Owner: Grand Forks Public Schools
Project: Twining Elementary and Middle School Renovation
GSF: 87,201

Estimator: TW
Design Phase: Facility Assessment
Date: 9/5/2023

| Description | Quantity | Unit | Rate | Total \$ | Total % |
|---|---------------|------------|---------------|---------------------|----------------|
| Construction Costs | | | | | |
| 1 Existing Conditions | 87,202 | GSF | 12.01 | \$1,047,445 | 1.48% |
| 2 Sitework | 87,202 | GSF | 10.14 | \$884,544 | 2.09% |
| 3 Substructure | 87,202 | GSF | 0.17 | \$15,000 | 0.04% |
| 4 Structure | 87,202 | GSF | 1.15 | \$100,000 | 0.24% |
| 5 Exterior Enclosure | 87,202 | GSF | 27.34 | \$2,383,729 | 5.64% |
| 6 Roofing | 87,202 | GSF | 27.96 | \$2,438,121 | 5.77% |
| 7 Interiors | 87,202 | GSF | 47.26 | \$4,120,990 | 9.75% |
| 8 Building Equipment | 87,202 | GSF | 6.59 | \$574,329 | 1.36% |
| 9 Conveying Systems | 87,202 | GSF | 1.89 | \$165,000 | 0.39% |
| 10 Fire Protection | 87,202 | GSF | 5.50 | \$479,611 | 1.14% |
| 11 Mechanical | 87,202 | GSF | 91.00 | \$7,935,382 | 18.78% |
| 12 Electrical | 87,202 | GSF | 39.00 | \$3,400,878 | 8.05% |
| 13 General Conditions | 87,202 | GSF | 48.45 | \$4,225,223 | 10.00% |
| 14 Weather Conditions | 87,202 | GSF | 3.00 | \$261,606 | 0.62% |
| 15 Hoisting | 87,202 | GSF | 3.98 | \$346,755 | 0.82% |
| Subtotal of Construction Costs | 87,202 | GSF | 325.44 | \$28,378,613 | 67.16% |
| Miscellaneous Costs | | | | | |
| 16 Permit Fees | | | | \$232,387 | 0.55% |
| 17 Municipality Fees (SAC & WAC, CAF etc) | | | | \$0 | 0.00% |
| 18 Special Taxes | | | | \$0 | 0.00% |
| 19 Surveying & Layout | | | | \$0 | 0.00% |
| 20 Testing & Inspections | | | | \$0 | 0.00% |
| 21 Builders Risk Insurance Premium | | | | \$244,504 | 0.58% |
| 22 Performance Bond | | | | \$274,640 | 0.65% |
| 23 Subcontractor Default Insurance | | | | \$271,584 | 0.64% |
| 24 Pre-Construction Services | | | | \$150,000 | 0.36% |
| 25 General Liability Insurance | | | | \$280,741 | 0.66% |
| Subtotal Construction & Misc. Items | 87,202 | GSF | 342.11 | \$29,832,470 | 70.61% |
| Fees & Contingency | | | | | |
| 26 Estimating & Design Contingency | 20.00 | % | | \$5,966,494 | 14.12% |
| 27 Construction Contingency | 5.00 | % | | \$1,491,623 | 3.53% |
| 28 Escalation & Supply Chain Management Allowance | 1.00 | LS | | \$3,731,000 | 8.83% |
| 29 Design Fees | 0.00 | % | | \$0 | 0.00% |
| 30 Construction Fee | 3.00 | % | | \$1,230,648 | 2.91% |
| Grand Total Construction Costs | 87,202 | GSF | 484.53 | \$42,252,234 | 100.00% |

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Approach B

Building for the Future

New building provides

- Education Function
- Energy Efficiency
- Technology Integration
- School Security
- Educational adequacy for growth

District Factors for Consideration

- Long term educational opportunities at Grand Forks Air Force Base
- Focus on education and technology changes
- Renovate for today OR a Building Design for the future

Building Location

- The school building site proposed to be prepared is the current location of the Carl Ben Eielson (CBE) School building.
- Through the utilization of this site for the future Twining Elementary/Middle School, no disruption to current students would occur while the site was prepared as well as throughout the duration of the building project.
- The existing facility of Carl Ben Eielson will be demolished and repurposed to house the newly built Nathan Twining Elementary and Middle School.
- This location is in closer proximity to the housing on the Grand Forks Air Force Base, creating a more walkable situation for students and families.

Twining Elementary
and Middle School

Carl Ben Eielson
Elementary School



Phase 1 – Design Proposal

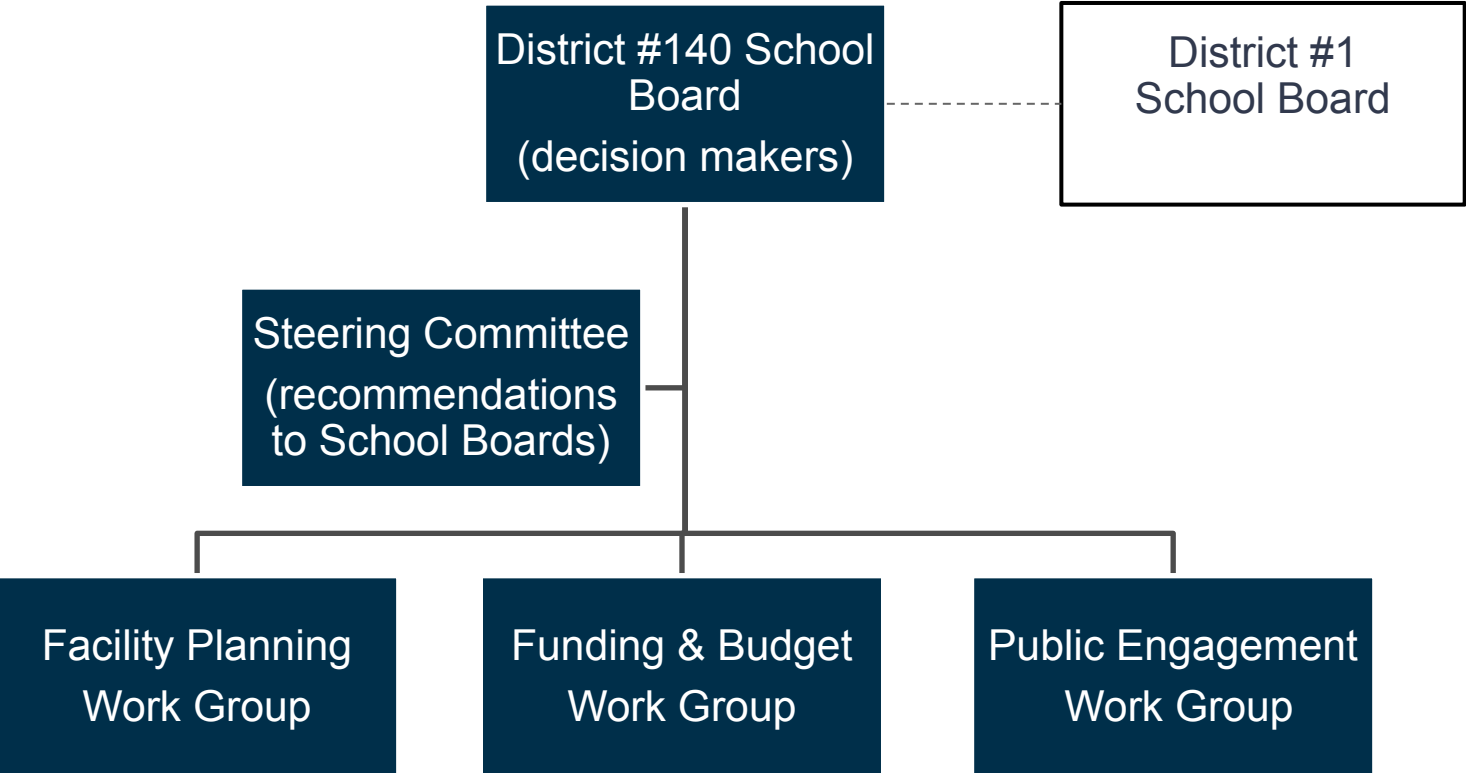
- Grand Forks Public Schools will submit a Phase 1 - Design proposal to OLDCC by September 26, 2023
 - Full Design Estimate of \$55 million building - \$3 million
 - District 20% Match - \$600,000
- Proposal will demonstrate need for a new building versus a renovation and request funding for the design of the building
- A Design Proposal will allow district time to secure 20% matching funds
- Work in progress for Phase 2 - New Building Proposal

Prospective 20% Match Approaches

District could consider the following sources of funding

- State Funding
Legislative Assembly Request
in 2025
- Prospective Regional Partners
- Building Fund
- Impact Aid

PSMI Planning Structure



Internal PSMI Grant Team Roles

| School District Leadership Team | Dr. Terry Brenner Jonathan Ellwein, Facility Planning Work Group, Brandon Baumbach, Funding & Budget Work Group |
|---|--|
| Janell Regimbal, Contracted Project Manager | Implement & facilitate planning processes. Assemble committees & manage workflow. Assure communication flow between groups. Central point of contact. Assure timelines are clear & met. Work as a team with all to assure deliverables. |
| Taunya Schleicher, Contracted Grant Writer | Write and submit on time proposal with the support of the internal team for content. |

Steering Committee – Grand Forks Public Schools

Convener:

Dr. Terry Brenner, Superintendent/GFPS

GFAFB

Vice Commander Colonel David Castor

School Board Dist #140 President Michelle Shepperd

School Board District #1 President Amber Flynn

GFPS Advisors to this group:

Brandon Baumbach

Jonathan Ellwein

Chad Kurtyka

Catherine Gillach

Matt Bakke

Steering Committee – Funding & Budget Work

Convener:

Brandon Baumbach, Business Manager/GFPS

AFB Ambassador Rep

Bruce Gjovig

Legislators

Representative Mark Sanford

Representative Eric Murphy

Senator Jeff Barta

Senator Scott Meyer

GFAFB

Colonel David Castor

City of Grand Forks

Todd Feland

Chamber of Commerce

Barry Wilfahrt

Grand Sky Rep

Tom Swoyer

School Board District #140

Brent Harland

School Board District #1

Bill Palmiscno

Grand Forks County

Tom Ford, Administrator

Gracie Lian, Grants Manager

Steering Committee – Public Engagement Group

AFB School Liaison Program Mgr

Jennifer Schroeder

Mayor's Youth Commissioner

Logan Vorhies (student)

Parent

Laura Vorhies

Twining School Faculty Member(s)

Chad Kurtyka, Principal Twining

Marjorie Myrold (middle)

Delilah Poole (elementary)

CFF Flight Chief

CJ Becker

GFPS Communications Specialist

Alexis Loomer

Convener:

Michelle Shepperd, School District
#140 President

319 MSG

Col David Castor

AFB Ambassador Rep

Linda Inman

Chief of Public Affairs AFB

Lea Greene

Steering Committee – Facility Planning Group

Convener:

Jonathan Ellwein,
Director of Buildings & Grounds/GFPS

319 MSG

Col David Castor

319 RW

Chris Powell

319 FSS

Major William Keller

319 CE Squadron

Bob Greene
Kyle Slivnik

GFPS Staff & Administration

Chad Kurtyka, Principal Twining
Matt Fore, Activities Dir Twining
Catherine Gillach, Assoc Sup
Matt Bakke, Assoc. Sup
Elizabeth Berger (Instruct. Design)
Eric Ripley (Technology Dir)
Barbara Hiles, Head Custodian
Sean Schuler, Custodial Mgr.

A& Firm Rep(s)

JLG Architects staff

School Board District #140

Branden Shepperd

School Board District #1

Joel Larson

Local Activities To Date:

- 2017 Initial walk through of school resulted in a DODEA Facility Condition Assessment Report issued January, 2018.
- March 9, 2023, Email invitation received to apply for funds via PSMI Grant.
- April 18, 2023, GFPS District 140 Board Meeting - preliminary information shared about opportunity available.
- May 8-9, 2023, Grand Forks delegation travels to VA upon invitation for PSMI Orientation & to make presentation.
- May 16, 2023, GFPS District 140 Board Meeting –update from orientation session.
- May 25, 2023, Project Management services and Grant Writer services contracted.
- June 7, 2023, RFQ approved for Architectural & Engineering Services by GFPS District #140.
- June 13, 2023, Planning/Organizational Meeting held with key stakeholders.
- July 24, 2023 JLG Architects named as firm chosen from RFQ process.
- June/July/August various work groups met to work through items needed for the proposal.

Next Steps – Phase 2 – Building Proposal

- Further consideration of community engagement efforts
- Match requirements focus
- Special approaches to set apart AFB school
- Continued engagement of key informants within work group structure as needed, with considerations for changing needs as we work through processes.

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Remote Learning Survey Results
DATE: September 11, 2023



Attached please find the Remote Learning Survey Results gleaned from parent/guardian and staff last May, 2023, relative to whether or not the respondents would like to see Remote Learning continue or not continue on applicable weather-related events. A high-level overview suggests continuing with Remote Learning with anecdotal caveats received in alternative communications:

- 1) There needs to be more rigor within Remote Learning
- 2) There were requests for increased teacher availability under “office hours”

At our meeting, I will go over the survey results.

Assistant Superintendent Matt Bakke and Associate Superintendent Catherine Gillach will work with a committee comprised of principals and Grand Forks Education Association representatives to reshape Remote Learning Day teaching and learning expectations.

Enclosure: Remote Learning on Storm Days Survey

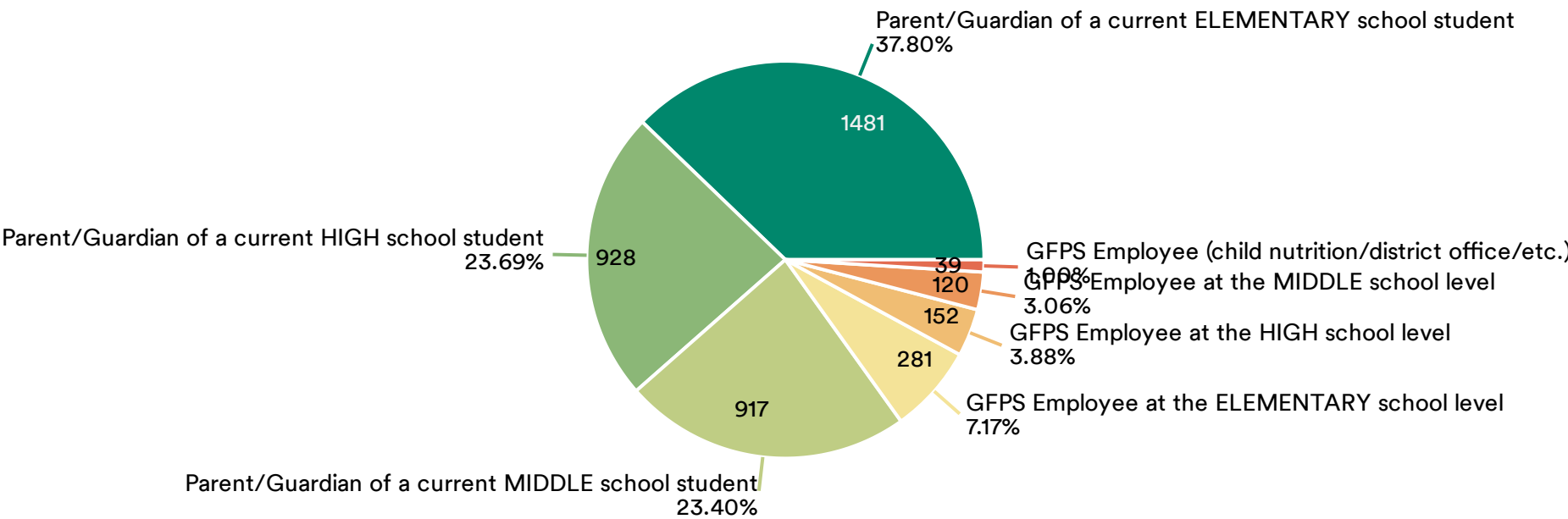


Remote Learning on Storm Days Survey

May 2023

What is your relationship to Grand Forks Public Schools? (can select more than one option)

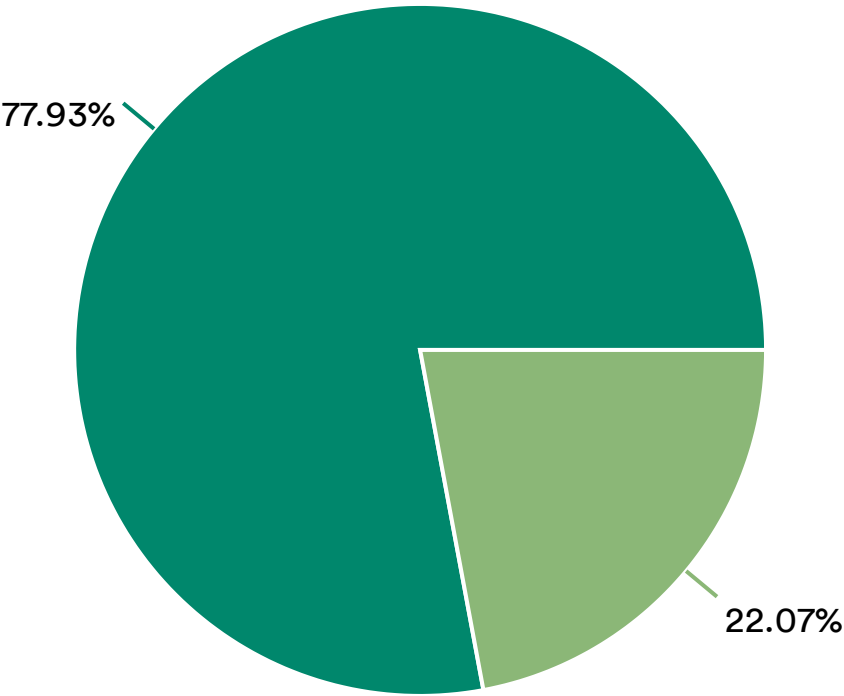
3918 Responses



| Data | Response | % |
|--|----------|--------|
| Parent/Guardian of a current ELEMENTARY school student | 1481 | 37.80% |
| Parent/Guardian of a current HIGH school student | 928 | 23.69% |
| Parent/Guardian of a current MIDDLE school student | 917 | 23.40% |
| GFPS Employee at the ELEMENTARY school level | 281 | 7.17% |
| GFPS Employee at the HIGH school level | 152 | 3.88% |
| GFPS Employee at the MIDDLE school level | 120 | 3.06% |
| GFPS Employee (child nutrition/district office/etc.) | 39 | 1.00% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

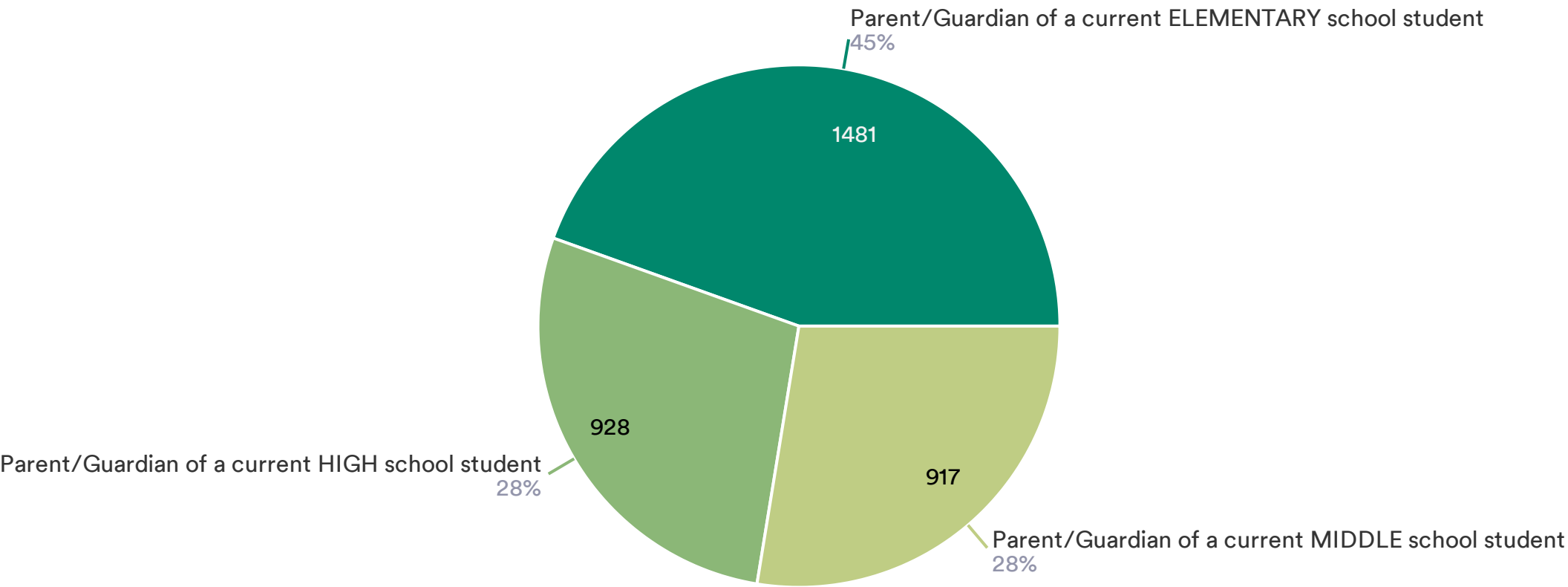
2687 Responses



| Data | Response | % |
|--|----------|--------|
| I prefer that the school system DOES continue to provide students with remo... | 2094 | 77.93% |
| I prefer that the school system DOES NOT continue to provide students with... | 593 | 22.07% |

What is your relationship to Grand Forks Public Schools? (can select more than one option)

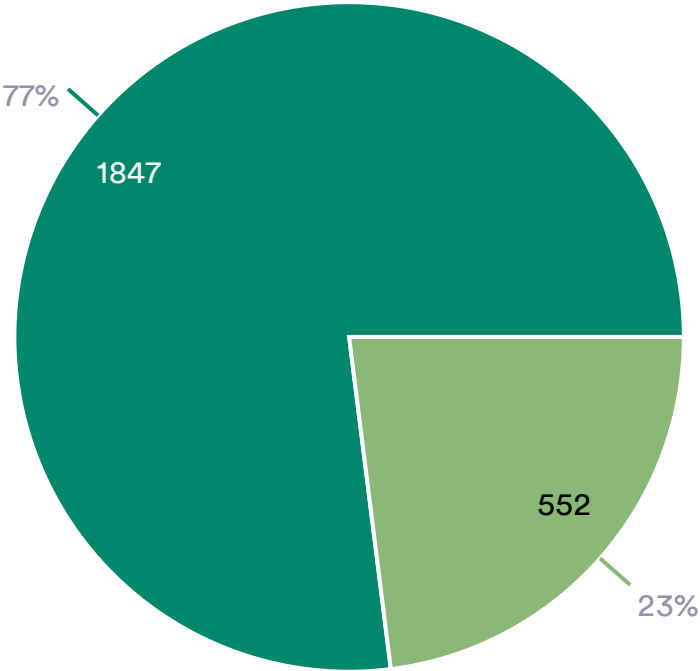
3326 Responses



| Data | Response | % |
|--|----------|-----|
| Parent/Guardian of a current ELEMENTARY school student | 1481 | 45% |
| Parent/Guardian of a current HIGH school student | 928 | 28% |
| Parent/Guardian of a current MIDDLE school student | 917 | 28% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

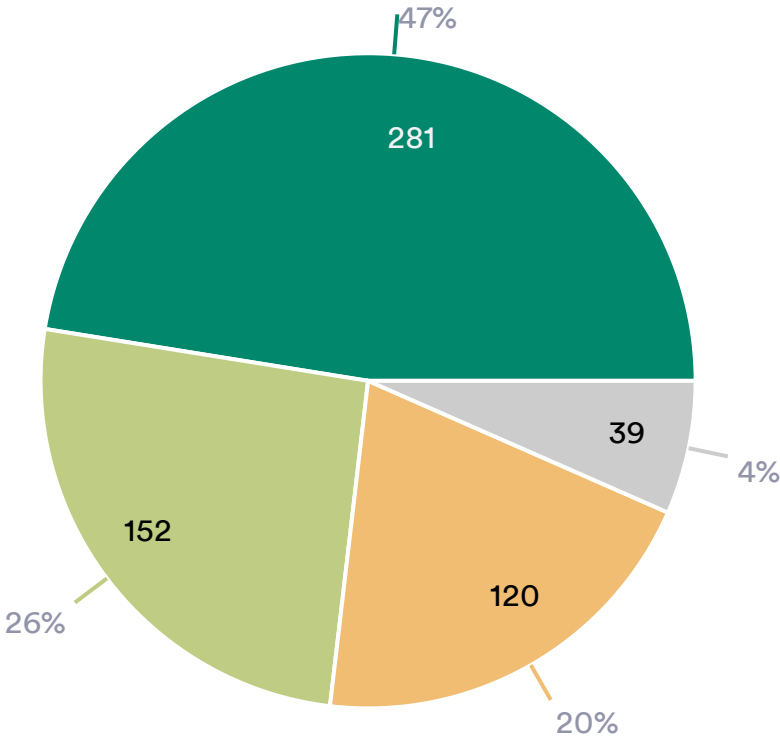
2399 Responses



| Data | Response | % |
|---|----------|-----|
| I prefer that the school system DOES continue to provide students with rem... | 1847 | 77% |
| I prefer that the school system DOES NOT continue to provide students wit... | 552 | 23% |

What is your relationship to Grand Forks Public Schools? (can select more than one option)

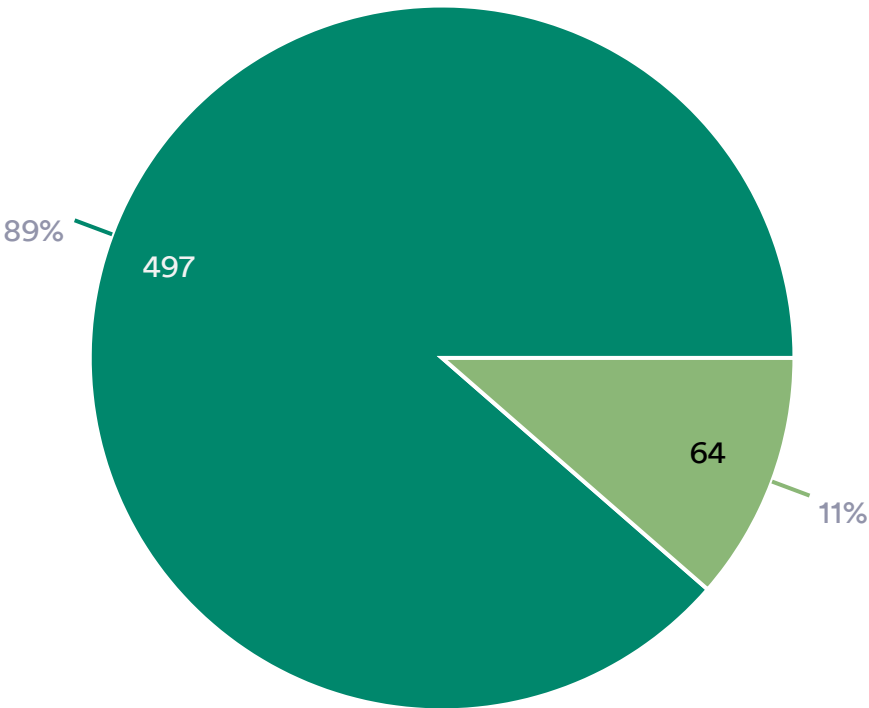
592 Responses



| Data | Response | % |
|--|----------|-----|
| GFPS Employee at the ELEMENTARY school level | 281 | 47% |
| GFPS Employee at the HIGH school level | 152 | 26% |
| GFPS Employee at the MIDDLE school level | 120 | 20% |
| Other entries | 39 | 4% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

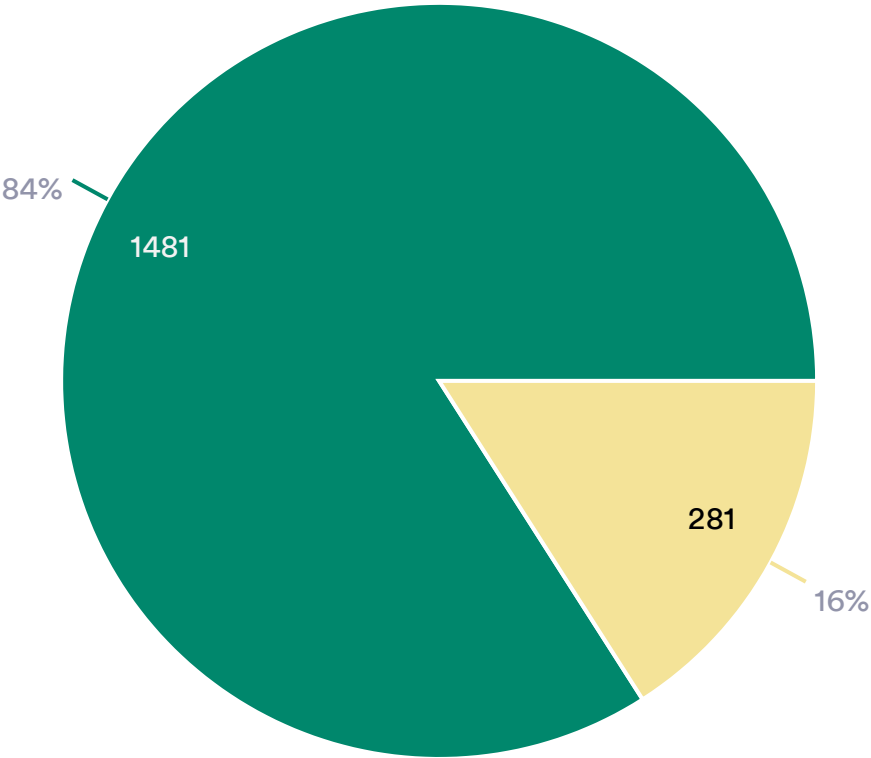
561 Responses



| Data | Response | % |
|--|----------|-----|
| I prefer that the school system DOES continue to provide students with remo... | 497 | 89% |
| I prefer that the school system DOES NOT continue to provide students with... | 64 | 11% |

What is your relationship to Grand Forks Public Schools? (can select more than one option)

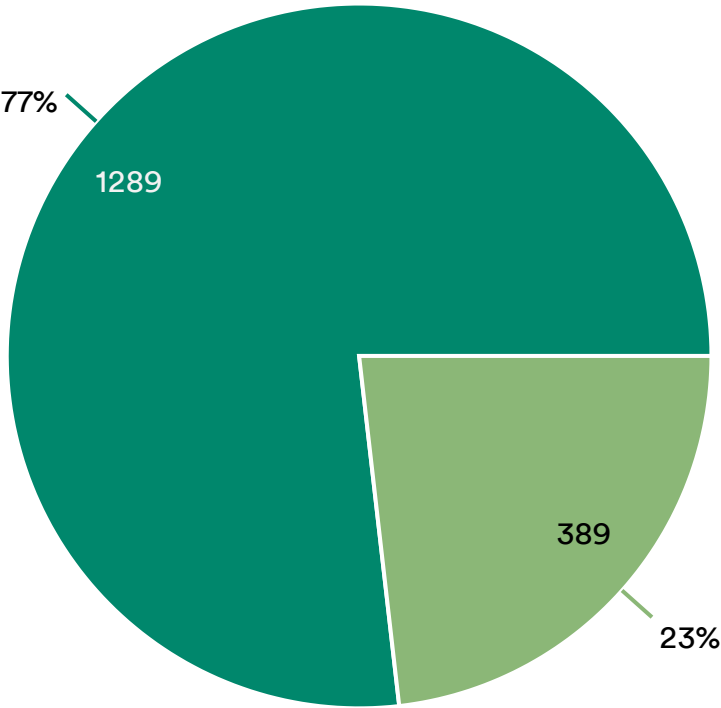
1762 Responses



| Data | Response | % |
|--|----------|-----|
| Parent/Guardian of a current ELEMENTARY school student | 1481 | 84% |
| GFPS Employee at the ELEMENTARY school level | 281 | 16% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

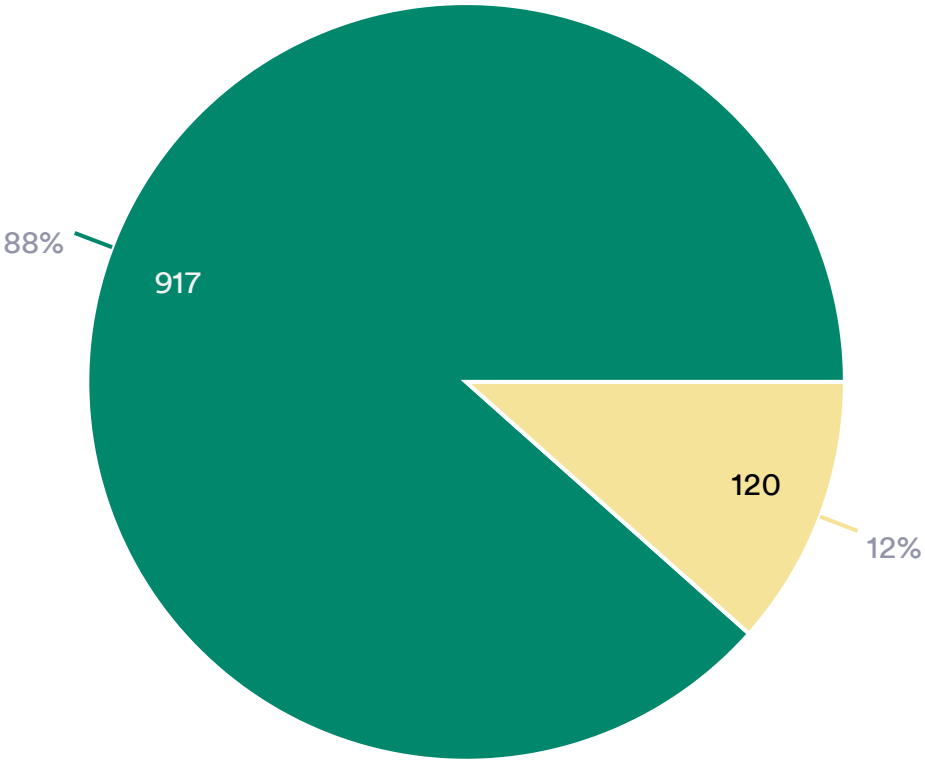
1678 Responses



| Data | Response | % |
|--|----------|-----|
| I prefer that the school system DOES continue to provide students with remo... | 1289 | 77% |
| I prefer that the school system DOES NOT continue to provide students with... | 389 | 23% |

What is your relationship to Grand Forks Public Schools? (can select more than one option)

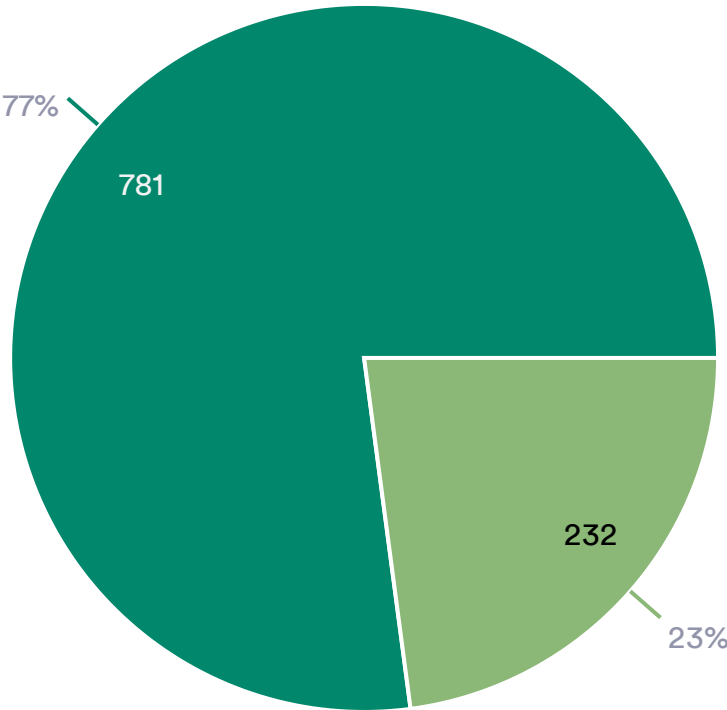
1037 Responses



| Data | Response | % |
|--|----------|-----|
| Parent/Guardian of a current MIDDLE school student | 917 | 88% |
| GFPS Employee at the MIDDLE school level | 120 | 12% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

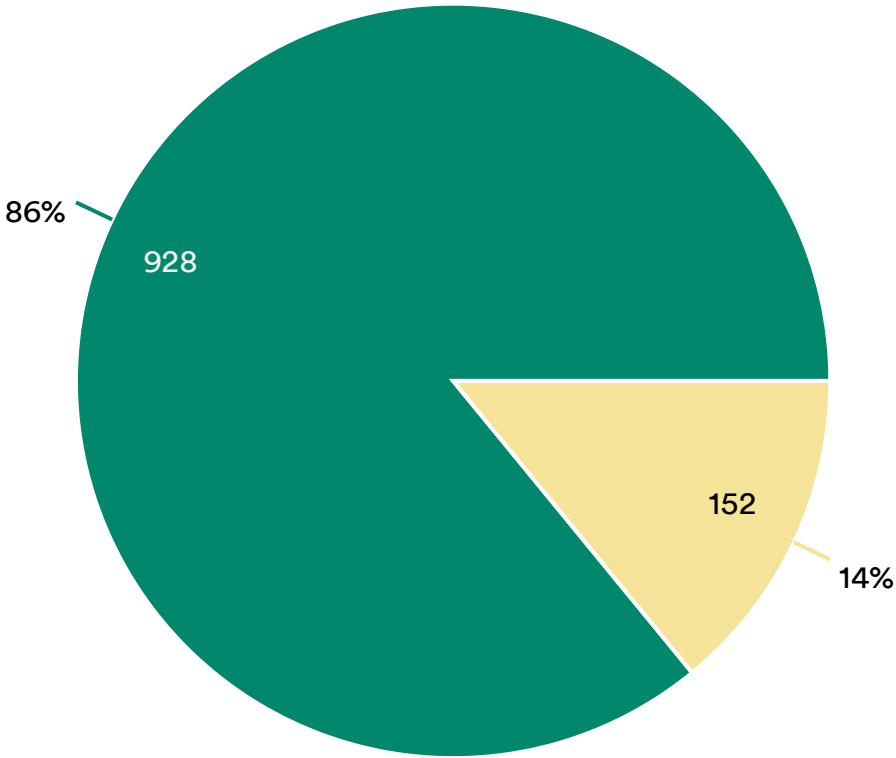
1013 Responses



| Data | Response | % |
|---|----------|-----|
| I prefer that the school system DOES continue to provide students with rem... | 781 | 77% |
| I prefer that the school system DOES NOT continue to provide students wit... | 232 | 23% |

What is your relationship to Grand Forks Public Schools? (can select more than one option)

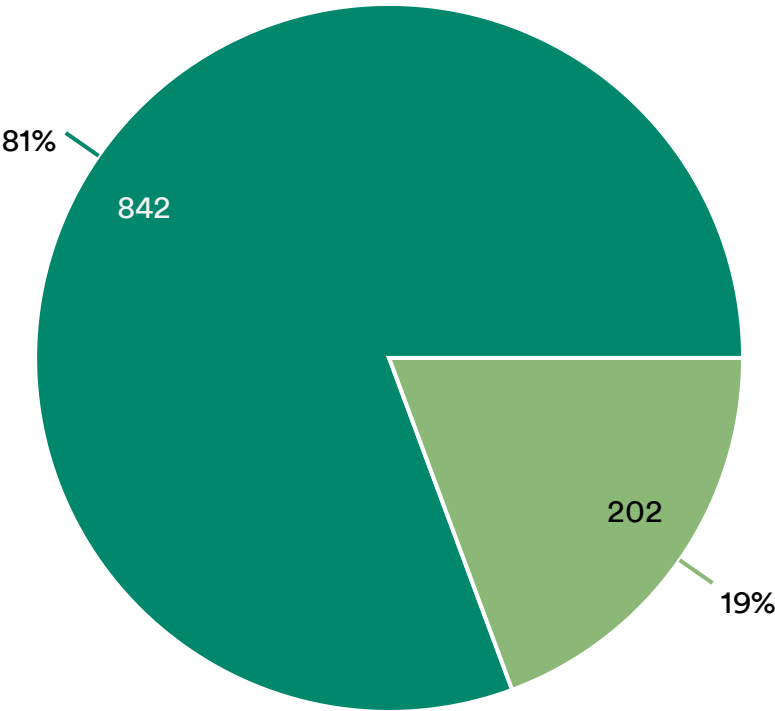
1080 Responses



| Data | Response | % |
|--|----------|-----|
| Parent/Guardian of a current HIGH school student | 928 | 86% |
| GFPS Employee at the HIGH school level | 152 | 14% |

Please select your preference for instruction on weather-related cancellations for the upcoming (2023-2024) school year.

1044 Responses



| Data | Response | % |
|--|----------|-----|
| I prefer that the school system DOES continue to provide students with remo... | 842 | 81% |
| I prefer that the school system DOES NOT continue to provide students with... | 202 | 19% |

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Storm Day Decision-making Process
DATE: September 11, 2023



Storm Day

When inclement weather is predicted, the District Storm Team, of which I am the Chair, begins a text thread that includes the National Weather Service forecast for the Grand Forks and Grand Forks Air Force Base areas. Conversations can start as early as three days in advance of a weather event. District Storm Team members include the following:

- 1) Dr. Terry Brenner, Superintendent
- 2) Catherine Gillach, Associate Superintendent
- 3) Matt Bakke, Assistant Superintendent
- 4) Amy Bartsch, Chief Academic Officer
- 5) Communications Manager (TBD)
- 6) Eric Ripley, Technology Executive Director
- 7) Jonathan Ellwein, Buildings & Grounds Director
- 8) Dr. Lissa Dietrich, Special Education Executive Director
- 9) Wendy Mankie, Child Nutrition Director
- 10) Tracey Johnson, Head Start Director
- 11) Chad Kurtyka, Twining Principal
- 12) Jon Strandell, Central HS Principal
- 13) Dr. Gabe Dahl, Central HS Associate Principal
- 14) Mike Wilber, Central HS Associate Principal
- 15) Mike Biermaier, District Activities Director
- 16) Tony Bina, Central Athletic Director
- 17) Tyler Nelson, Red River Athletic Director

I have one main weather forecaster as my point of contact and he and I visit frequently leading up to decision-making time.

Zoom meetings are scheduled between the school district, UND, National Weather Service, Grand Forks County, City of Grand Forks, and the Grand Forks Air Force Base leadership in an effort to make joint and consistent decisions. Those meetings include information from the ND DOT,

Grand Forks School Board
Storm Day Decision-making Process
August 21, 2023
Page 2

Sheriff's Department, the GFAFB decision to remain open or closed, and when applicable, the ND Highway Patrol. Anticipated road closures and actual road closures (I-29 and Highway 2) are factored into the decision along with how quickly the City will have main arterial roads cleared followed by secondary streets. Other factors include:

- The timing of the event from start to finish
- Wind speeds, drifting, and windchill
- Number of encumbered staff absences including projected staff absences due to travel
- The ability to have school lots/sidewalks clear for a school start (personnel usually work throughout the night)
- Is the decision the same or different between city schools and the GFAFB?

Following the Zoom meetings between applicable entities, I report out to the District Storm Team who then begins communications within their respective areas (for example: Wendy Mankie lets Child Nutrition Central Kitchen personnel know as they generally come in at 4:30 a.m.).

If the decision is delayed until the morning, I am in my vehicle and out on I-29 and Highway 2 early along with driving the city's main thoroughfares to assess the situation in person. Further, I begin communicating with both City and GFAFB Board members about forthcoming decisions.

Timing of Decisions

If there is 100% confidence the following morning/day will be difficult, we communicate with staff and parents by 8:30 pm the evening prior. Otherwise, our goal is to message the morning of the event by 6:00 a.m. if not sooner. Communication vehicles are text, email, and phone. Options are:

- ☐ Delayed 2-hour start
- ☐ Delayed 2-hour start followed by a cancellation
- ☐ Cancellation


Heat Index Day

As you know, we still have several schools/classrooms without air conditioning although we are making tremendous strides in getting schools upgraded through HVAC work. That said, we are not there yet and we have some classrooms that easily reach 90 degrees and higher on given warm days. We have made surgical decisions to either release students and staff early or cancel school altogether. This would result in Remote Learning this year.

Finally, I have yet to find a perfect formula for decision-making, particularly when there are a number of variables to consider. Historically, and in my five years as superintendent, I have leaned on the side of caution for the safety of staff and students.

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: NDSBA Opportunities for Board Member Development
DATE: September 11, 2023



Pursuant to Grand Forks School Board Policy [BE](#), school board members are herein notified of the following opportunities for board member development sponsored by the North Dakota School Boards Association (NDSBA).

The New Member Seminar, which North Dakota Century Code [15.1-09-32](#) requires each newly elected school board member to attend within one year of assuming office, will be held on Thursday, October 26, 2023.

The School Law Seminar also will be held on Thursday, October 26, 2023.

The Annual Convention will be held on Thursday and Friday, October 26-27, 2023.

All events will be held at the Bismarck Hotel and Conference Center (formerly Ramkota Hotel and Conference Center) in Bismarck.

Additional information may be found at <https://www.ndsba.org/wp/index.php/ndsba-events/>.

Registration and lodging for all board members required or wishing to attend any of the events are arranged through the superintendent's office. Mileage and meals not provided by the event are reimbursed to the board member according to state law.

Board members are asked to notify Cindy Johnson of their attendance plans for any or all of the NDSBA events mentioned above as soon as possible.



Ms. Catherine Gillach
Associate Superintendent of Secondary Education
cgillach210@mygfschools.org

Mr. Matt Bakke
Assistant Superintendent of Elementary Education
mbakke190@mygfschools.org

Department Phone: 701.787.4882

MEMORANDUM

DATE: September 11, 2023
TO: Dr. Terry Brenner, Superintendent
FROM: Catherine Gillach, Associate Superintendent of Secondary Education *CG*
Matt Bakke, Assistant Superintendent of Elementary Education *MB*
RE: District Achievement Goal Alignment Overview

Tonight, we will provide a brief preview of the initial steps taken to align the Grand Forks Public School (GFPS) district's Math and Literacy goals with building, professional learning community, and individual educators' goals across the district. This will be a high-level overview; specific action steps are being worked on from each of these entities and will be shared as well as progress-monitoring reports at ensuing meetings. This work is a direct result of the GFPS School Board's summer "Be Legendary" training required as part of the state of North Dakota's comprehensive school improvement initiative.

CG:MB/lis



DISTRICT ACHIEVEMENT GOAL ALIGNMENT OVERVIEW



SCHOOL BOARD UPDATE
SEPTEMBER 11, 2023

GOAL FOR THIS EVENING



ALIGNMENT

LITERACY GOAL

GFPS will increase district-wide student ELA proficiency levels from 46% to 51% as measured by North Dakota State Accountability Assessments, NDSA and ACT.

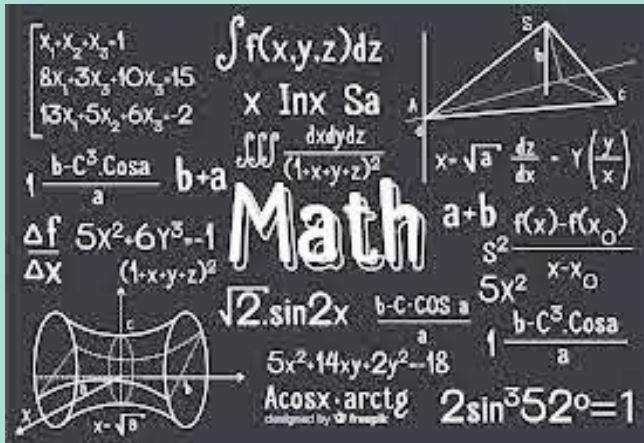
Proficiency levels are reported on the ND Insights Dashboard



LITERACY MONITORING AND SUB-GOAL



- Building administrators will establish ELA proficiency goals across content areas that explicitly target student groups to close achievement gaps
- Intentional focus on improving student ELA proficiency rates at **grade 3** from 41% to 48% proficient as measured by monitoring STAR scores that predict proficiency levels on the NDSA
- District-wide progress monitoring through the STAR assessment



GFPS will increase district-wide student mathematical proficiency levels from 40% to 45% as measured by North Dakota State Accountability Assessments, NDSA and ACT

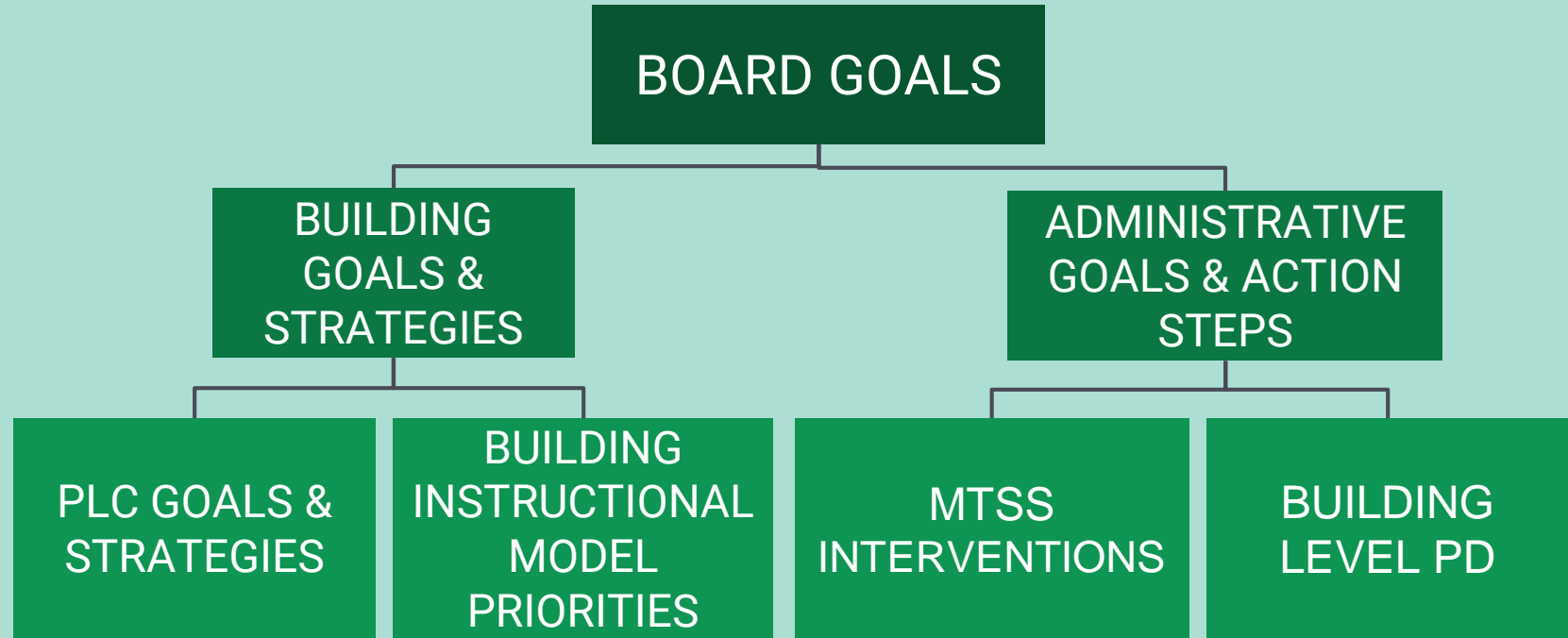
Proficiency levels are reported on the ND Insights Dashboard

MATHEMATICS MONITORING AND SUB-GOAL

- Building administrators will establish math proficiency goals that explicitly target student groups to close achievement gaps
- Intentional focus on improving student math proficiency rates at **grade 8** from 32% to 40% proficient as measured by monitoring STAR scores that predict proficiency levels on the NDSA
- District-wide progress monitoring through the STAR assessment

ALIGNMENT STRATEGY BIG PICTURE

September 11, 2023
Page 95 of 259



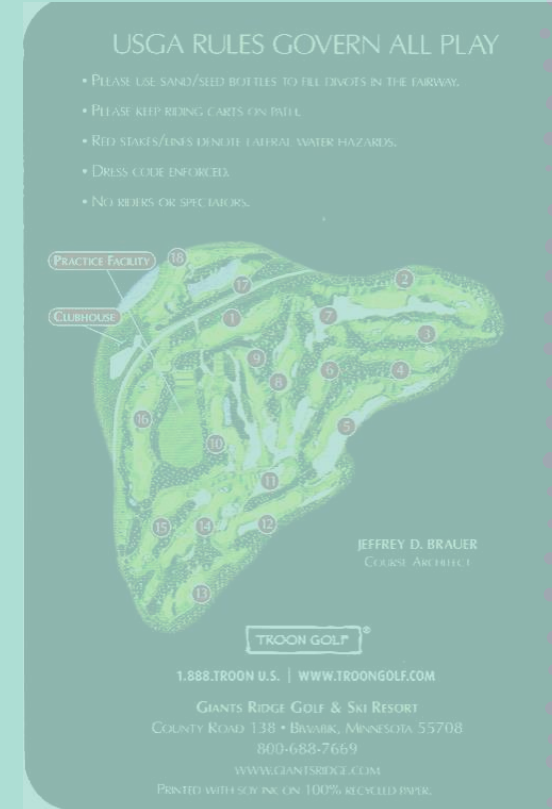
JOINT ADMIN FOUNDATION

Essential Question: How can we maximize student outcomes by strategically aligning best practices?



The course map

- Focus on the RIGHT WORK for ALL student learners
- Explicitly define **critical initiatives** (strategies) and **key measures** (data-based evidence) for *student groups based on data gaps*
- Define **action steps** you will institute with your colleagues
 - *Including opportunities and pit stops for reflection AND adjustment*
- Improve learning outcomes



PLC LEADERSHIP LAUNCH

Fundamental Purpose:

To ensure high levels of learning for all students.
Each. Every. All.

Core Beliefs:

All children can learn at high levels

All children will learn because of what we do.





RRHS NASOT INSTRUCTIONAL STRATEGY FOLIOS

September 11, 2023
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Feedback

Providing and Communicating Clear Learning Goals

1. [Providing Scales and Rubrics](#)
2. [Tracking Student Progress](#)
3. [Celebrating Success](#)

Assessment

1. [Informal Assessments of the Whole Class](#)
2. [Formal Assessments of Individual Students](#)

Content

Direct Instruction Lessons

6. [Chunking Content](#)
7. [Processing Content](#)
8. [Recording and Representing Content](#)

Practicing and Deepening Lessons

6. [Structured Practice Sessions](#)
7. [Examining Similarities and Differences](#)
8. [Examining Errors in Reasoning](#)

Knowledge Application Lessons

6. [Engaging Students in Cognitively Complex Tasks](#)
7. [Providing Resources and Guidance](#)
8. [Generating and Defending Claims](#)

Context

Engagement

23. [Noticing When Students Are Not Engaged and Reacting](#)
24. [Increasing Response Rates](#)
25. [Using Physical Movement](#)
26. [Maintaining a Lively Pace](#)
27. [Demonstrating Intensity and Enthusiasm](#)
28. [Presenting Unusual Information](#)
29. [Using Friendly Controversy](#)
30. [Using Academic Games](#)
31. [Providing Opportunities for Students to Talk About Themselves](#)
32. [Motivating and Inspiring Students](#)

Rules and Procedures

23. [Establishing Rules and Procedures](#)
24. [Organizing the Physical Layout of the Classroom](#)
25. [Demonstrating "Withitness"](#)
26. [Acknowledging Adherence to Rules and Procedures](#)
27. [Acknowledging Lack of Adherence to Rules and Procedures](#)



GOAL ALIGNMENT

- Professional Learning Community
- Personal Instructional Model
- Administrative Planning & Support
- Cognia



EXAMPLE

**Increase NDSA math proficiency
10%**

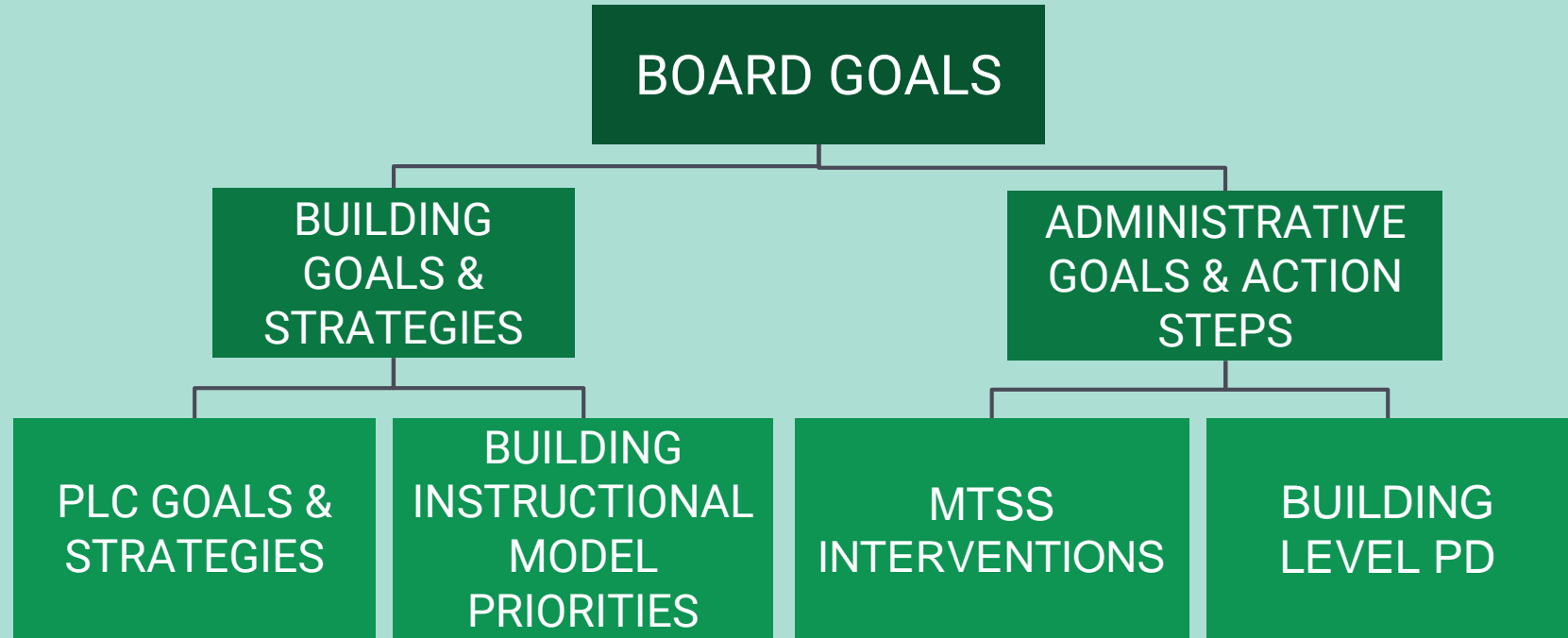
- 
- **Increase NDSA math proficiency
for SnEd. 30%**

**All students will be able to read
note values & rhythms through
understanding fractions**

I will incorporate
weekly practicing and
deepening strategies
to increase student
understanding of note
values & rhythms
through fractions

ALIGNMENT STRATEGY

September 11, 2023
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Questions?

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Consent Agenda
DATE: September 11, 2023



Many items of a routine nature can be handled as one item rather than spending additional time on each item. Therefore, the Consent Agenda has been developed for the school board's use to speed up the process of conducting its meetings. Items that may be listed on the Consent Agenda include:

- Appointments (excludes administrative appointments)
- Waivers of Years of Experience and Appointments
- Leave Requests (excludes requests for extension)
- Open Enrollment Applications
- Resignations
- Student Placements
- Student Travel Requests
- Other routine items may be included at the discretion of the board president or superintendent

There should be no discussion concerning an individual item on the Consent Agenda. However, during the approval of the school board meeting agenda, any board member may request an item be removed from the Consent Agenda for further discussion. Once the school board meeting agenda has been approved, all items listed on the Consent Agenda are handled as one item.

Items appearing on the Consent Agenda at the time of the publishing of this agenda packet with their requested considerations are:

- Teacher Appointments**
- Open Enrollment Application**
- Student Information Sharing Requests: Klett World Languages, easyCBM, Minnesota State University Moorhead, and Doorway to College Foundation**
- Renewal of Parking Lot Lease with The United Lutheran Church**
- Student Transportation Driver Consideration**

The administrative recommendation is for approval.

cj
Attachments



Griffin Gillespie, SHRM-CP
Director of Human Resources

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ggillespie080@mygfschools.org

MEMORANDUM

TO: Dr. Terry Brenner, Superintendent
FROM: Griffin Gillespie, Human Resources Director
SUBJECT: Teacher Appointments
DATE: September 11, 2023

GG

Pursuant to North Dakota Century Code 15.1-09-33 the School Board approves the issuance of contracts to school district personnel.

Appointments appearing on this list at the time of the publishing of the agenda packet follow. There may be additional appointments presented for consideration at the meeting.

Administrative recommendation is to approve the appointments. Effective dates are listed for each employee.

Attachment

GG



.....

Name: Rosemae Agriam
Degree: BA+15
Yrs of Exp: 6
Salary: \$52,061(185 days)
Position: Replacement
Effective: August 25, 2023

Major: Special Education
Assignment: Special Education Teacher
Location: Phoenix Elementary

.....

Name: Kristine Bendol
Degree: BA+30
Yrs of Exp: 3
Salary: \$49,728(181 days)
Position: Replacement
Effective: August 31, 2023

Major: Special Education
Assignment: Special Education Teacher
Location: Kelly Elementary School

.....

Name: Mitchell Misagrande
Degree: MA/MS
Yrs of Exp: 3
Salary: \$51,043(177 days)
Position: Replacement
Effective: September 7, 2023

Major: Special Education
Assignment: Special Education Teacher
Location: Red River High School

.....

Name: Kaith Paraiso
Degree: BA+30
Yrs of Exp: 9
Salary: \$53,135(177 days)
Position: Replacement
Effective: September 7, 2023

Major: Special Education
Assignment: Special Education Teacher
Location: Schroeder Middle School

.....

Name: Blessy Mullot
Degree: BA/BS
Yrs of Exp: 11
Salary: \$51,899(175 days)
Position: Replacement
Effective: September 11, 2023

Major: Special Education
Assignment: Autism Teacher
Location: Ben Franklin Elementary School

Catherine Gillach
Associate Superintendent of Secondary Education

Department Phone: 701.787.4882
Fax: 701.772.7739
cgillach210@mygfschools.org

MEMORANDUM

DATE: September 11, 2023
TO: Dr. Terry Brenner, Superintendent
FROM: Catherine Gillach, Associate Superintendent of Secondary Education
RE: Open Enrollment Application

Pursuant to North Dakota Century Code and School Board Policy, the administrative recommendation is to approve the following open enrollment application(s) for the 2023-24 school year:

| Name | Grade Level | App. Type | Co. No. | Dist. No. | District Name |
|------|-----------------|------------|---------|-----------|---------------|
| K.A. | 7 th | Individual | 18 | 125 | Manvel |
| | | | | | |

CG:ls



MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Consent Agenda: Student Information Sharing Requests - Klett World Languages, easyCBM, and Minnesota State University Moorhead
DATE: September 11, 2023

TB

Policy [FGA](#), Student Education Records and Privacy, and requires Board approval of student information sharing requests from third-party individuals/entities other than parties to which the District reports student information under the law.

The Board's consideration of the following individuals/entities is requested:

1. Klett World Languages.
This is a web-based program or site that requires student directory information or personally identifiable information (PII). The Klett app through Clever will allow student & teachers to access their German and French materials quickly and easily during their pilot of Klett. Klett Foreign Languages has an app that will assist students in learning German and French. Their online platform not only has a digital version of their textbook but also a digital interactive workbook and other digital resources to assist students in becoming proficient. School official exception applies so parental consent is not required to release applicable student information.
2. easyCBM.
This is a web-based program or site that requires student directory information or personally identifiable information (PII). easyCBM is an online assessment tool. It allows teachers to easily and efficiently assess and monitor student growth through a variety of benchmarks and assessments. The use of the Passage Reading Fluency assessment will help teachers, staff, and administrators determine what kinds of reading interventions are needed for a specific student, and will help effectively monitor growth through the year. School official exception applies so parental consent is not required to release applicable student information.
3. Minnesota State University Moorhead.
Through placement at participating schools across the district as part of their professional training and education, student teachers will be exposed to and have access to student information. The affiliation agreement which includes provisions to inform students of the confidential nature of all school records is on file. In addition, the district's legal counsel has provided a confidentiality agreement that each student teacher is required to sign. School official exception applies so parental consent is not required to release applicable student information.

Administrative recommendation is to approve Klett World Languages, easyCBM, and Minnesota State University Moorhead to access or receive student information that is needed for a school official as defined in Policy FGA to fulfill their professional responsibility.

cj

Dr. Terry Brenner
Superintendent of Schools

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Fax: 701.772.7739
tbrenner270@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Consent Agenda: Student Information Sharing Request - Doorway to College Foundation
DATE: September 11, 2023

TB

Policy [FGA](#), Student Education Records and Privacy, and requires Board approval of student information sharing requests from third-party individuals/entities other than parties to which the District reports student information under the law.

The Board's consideration of the following is requested:

1. Doorway to College Foundation

This entity is requesting parent/guardian names and addresses for all juniors in the district to mail an announcement for upcoming ACT preparation seminars in the fall of 2023 and the spring of 2024.

District administration does not support the release of the parent/guardian names and addresses because these are not considered student directory information.

If approved, the directory information of students who have opted out of its release will not be shared.

Administrative recommendation is to approve the sharing of student directory information to Doorway to College Foundation as allowed by policy and/or the law.


cj



Brandon Baumbach
Business Manager

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bbaumbach020@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Brandon Baumbach, Business Manager 
SUBJECT: Consent Agenda: Renewal of Parking Lot Lease with The United Lutheran Church
DATE: September 11, 2023

Attached is a copy of the proposal from The United Lutheran Church for the Phoenix parking lot lease at the intersection of Chestnut Street and Fourth Avenue South.

The proposed lease is similar to the current lease which has been in effect from September 1, 2018, to August 31, 2023, but adds 15 parking spots.

Administrative recommendation is to approve the proposed parking lot lease with The United Lutheran Church for the Phoenix parking lot for the period from September 1, 2023, through August 31, 2024, with an annual rental fee of \$14,000 and with an automatic renewal of two subsequent one-year terms through June 30, 2026, unless written notice to non-renew is given.

Attachment: Parking Lot Lease



PARKING LOT LEASE

THIS LEASE AGREEMENT, made and entered into on this ____ day of _____, 2023, by and between, **The United Lutheran Church of Grand Forks**, a North Dakota, non-profit organization, of 324 Chestnut Street, Grand Forks, ND 58201-4664, (hereinafter referred to as “Lessor”), and **Grand Forks Public School District No. 1**, a political subdivision, of 2400 47th Avenue South, Grand Forks, ND 58201, (hereinafter referred to as “Lessee”).

WITNESSETH:

WHEREAS, the Lessor is owner of a two parking lots within the City of Grand Forks, County of Grand Forks, State of North Dakota; said parking lot being described as:

Lots Eight (8), Ten (10), and Twelve (12), Block Sixteen (16) of Traill’s Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota;

(Tax ID Parcel #:44-3004-00167-001)

AND

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block Fifteen (15), of Traill’s Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota, EXCEPT, the front 93.5 feet of Lot Twelve (12), Block Fifteen (15), of Traill’s Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota; and

(Tax ID Parcel #: 44-3004-00145-000)

WHEREAS, the parking lots aforesaid would provide Lessee with adequate and needed parking use for Lessee’s employees, staff, and invitees, at Phoenix Elementary Public School during the weekdays while school is in session, and Lessee has no other available space or location for parking for such persons;

WHEREAS, Lessor’s principal need for such parking lots is on Sunday morning when its members attend religious services; and

WHEREAS, the parking lots aforesaid owned by Lessor are largely unused during the normal business hours of the weekdays, Monday through Friday, by Lessor, and its members, parishioners, or other persons having business at United Lutheran Church of Grand Forks.

NOW, THEREFORE, based on the foregoing, Lessor hereby agrees to lease and let to the Lessee and the Lessee hereby agrees to lease from the Lessor the parking lots under the following terms and conditions:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the parking lots owned by Lessor in the City of Grand Forks, County of Grand Forks, State of North Dakota, described as:

PARKING LOT 1:

Lots Eight (8), Ten (10), and Twelve (12) in Block Sixteen (16) of Traill's Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota;

(Tax ID Parcel #:44-3004-00167-001) (hereinafter "Parking Lot 1")

AND

PARKING LOT 2:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven, and Twelve (12), Block Fifteen (15), of Traill's Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota, EXCEPT, the front 93.5 feet of Lot Twelve (12), Block Fifteen (15), of Traill's Addition to the City of Grand Forks, according to the Plat thereof on file and of record in the Office of the Register of Deeds, of Grand Forks, County, North Dakota; and

(Tax ID Parcel #: 44-3004-00145-000) (hereinafter "Parking Lot 2")

Lessor agrees that Lessee shall have thirty-six (36) parking spots in Parking Lot 1 and fifteen (15) parking spots in Parking Lot 2 for a total of fifty-one (51) parking spots.

2. **RENT.** For the initial term of this Lease Agreement, Lessee agrees to pay to Lessor and the Lessor agrees to accept, rent based on an annual rental rate of Fourteen Thousand Dollars and no/100 (\$14,000.00) and such rent shall be prorated based on the

initial term of September 1, 2023 to June 30, 2024, for an amount of Eleven Thousand Six Hundred Twenty-three Dollars and 08/100 (\$11,623.08), due and payable on September 1, 2023. For subsequent renewal terms under this Lease Agreement, the annual rent shall be in the amount of Fourteen Thousand Dollars and no/100 (\$14,000.00), and shall be due and payable to Lessor on July 1st of each year.

3. **TERM.** The term of this lease shall be September 1, 2023, until June 30, 2024. This Lease Agreement shall automatically renew for two (2) subsequent one-year terms, with the commencement date of July 1st of each subsequent term, and the final one-year term expiring on June 30, 2026, under the same terms and conditions as provided herein, unless written notice to non-renew is given by either party at least thirty days (30) prior to the expiration of that term or this Lease Agreement is otherwise terminated under the terms and conditions set forth herein.

4. **MAINTENANCE AND REPAIR.** All maintenance, including but not limited to, lawn mowing and clearing of debris, repair, and other necessary work on the parking lot shall be the responsibility of Lessor, at its sole expense.

5. **SNOW REMOVAL.** Snow removal of Parking Lot 1, shall be the responsibility of Lessee on weekdays, Monday through Friday. Lessee may assign such work to a third-party. Lessee or its assignee for snow removal shall complete snow removal in a timely manner so that members, parishioners, and other having business at United Lutheran Church of Grand Forks can have access to the parking lot, if needed. Snow removal of Parking Lot 2, shall be the responsibility of Lessor.

6. **DEFAULT.** It is further agreed by the parties, that should the Lessee fail to make the rental payments required by this Lease Agreement, or fail to fulfill any of the other covenants of Lessee herein contained, then in that event it shall be lawful for the Lessor or its successors or assigns to reenter and take full and absolute possession of the demised spaces and hold and enjoy the same fully and absolutely without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee, for the full term of this Lease.

7. **ENTIRE AGREEMENT.** This Lease Agreement does hereby represent the complete agreement of the parties hereto and shall supersede all previous and contemporaneous negotiations, correspondence, commitments, agreements, and understandings of the parties with respect to the transaction contemplated hereby.

8. **FORM.** The parties represent each party has had the opportunity to fully examine the document and seek independent legal and/or tax advice if either party so chose. With respect to the form of this Agreement, the parties assume joint responsibility for the form and composition of each paragraph. The parties further agree that this Lease Agreement shall be interpreted as though each of the parties participated equally in the

composition of each part thereof. This Agreement is not to be strictly construed for or against any of the parties. It shall be interpreted simply and fairly to both parties.

9. **NONWAIVER**. If either party of this agreement fails to insist upon strict performance of any obligation under this agreement, that failure will not result in the waiver of that parties right to demand strict performance in the future. This will still be the case no matter how long the failure to insist upon strict performance continues.

10. **SEVERABILITY**. In the event that any provision contained in this Lease Agreement or any part of any such provision shall for any reason be held to be invalid or unenforceable in any respect, then such provision shall be ineffective only to the extent of such invalidity, and neither the remainder of such provision nor any other provisions of this Lease Agreement shall be affected thereby.

11. **REMEDIES**. The remedies set forth herein are cumulative and not alternative and shall be in addition to, and not in substitution of, any other remedies or rights the parties may have at law or in equity. Except as expressly limited herein, such party retains the right to enforce any and all other remedies available to it in law or at equity.

12. **MODIFICATION**. Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

13. **BINDING**. This Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

14. **NO ASSIGNEE OR SUBLEASING**. Lessee shall not assign or sublease its rights, duties, and obligations under this Lease Agreement.

15. **QUIET ENJOYMENT**. Lessor shall not interfere with Lessee's use and enjoyment of the leased parking lots.

16. **SURRENDER OF LEASED PREMISES**. Lessee hereby agrees to surrender possession of the Leased Premises, in as good as condition and repair as on the date this Lease Agreement commenced, reasonable wear and tear excepted, at the expiration or termination of this Lease Agreement, or the expiration of any renewal thereof.

17. **GOVERNING LAW**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Dakota applicable to agreements to be performed in North Dakota.

18. **NOTICES.** All notices required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid to the addresses of each party as written above herein.

IN WITNESS WHEREOF, the parties have hereunto signed this document as of the ____ day of _____, 2023.

LESSEE:

**GRAND FORKS PUBLIC SCHOOL
DISTRICT NO. 1**

By: _____
Eric Lunn, Its President

By: _____
Brandon Baumbach, Business Manager

STATE OF NORTH DAKOTA)
 : SS.
COUNTY OF GRAND FORKS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Eric Lunn, known to me to be the President of the Grand Forks Public School District No. 1, a political subdivision, on behalf of such political subdivision.

Notary Public

STATE OF NORTH DAKOTA)
 : SS.
COUNTY OF GRAND FORKS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Brandon Baumbach, known to me to be the Business Manager of the Grand Forks Public School District No. 1, a political subdivision, on behalf of such political subdivision.

Notary Public

LESSOR:

**THE UNITED LUTHERAN CHURCH OF
GRAND FORKS**

By: _____

Its President

James C. Bellman, Jr

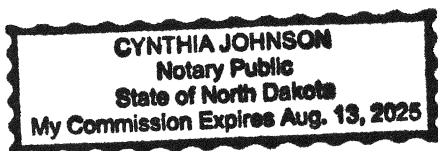
STATE OF NORTH DAKOTA)
 : SS.
COUNTY OF GRAND FORKS)

The foregoing instrument was acknowledged before me this 30 day of August 2023, by James C. Bellman, Jr, known to me to be the President of United Lutheran Church of Grand Forks, a North Dakota non-profit corporation, on behalf of such non-profit corporation.

Cynthia Johnson

Notary Public

My Commission Expires: August 13, 2025



Brandon Baumbach
Business Manager

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Direct Phone: 701.746.2205, Ext. 7126
Fax: 701.772.7739
bbaumbach020@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Brandon Baumbach, Business Manager
SUBJECT: Consent Agenda: Student Transportation Driver Consideration
DATE: September 11, 2023



NDCC 15.1-30-08 provides that a transportation contract must (among other requirements) provide that only the individual named in the contract may operate a vehicle used to transport students unless a change is authorized in writing by the board.


Due to this requirement, the Grand Forks Public School District requests that as soon as Valley Bus has hired a qualified bus driver, Valley Bus immediately communicate the driver's name to the District in order for the District to comply with NDCC requirements of transportation contracts and board of approval of all individuals named in the contract that may operate a vehicle used to transport students.

| Name | Last Name | First Name |
|-------------------|-----------|------------|
| Rick Gehl | Gehl | Rick |
| David Tyce | Tyce | David |
| David Bergum | Bergum | David |
| Catherine Kennedy | Kennedy | Catherine |
| Yvonne Bartz | Bartz | Yvonne |

Administration recommends approval of the above list of drivers as required by NDCC 15.1-30-08.

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Contracted Staff Resignations and Release from Contracts
DATE: September 11, 2023



Attached you will find two letters of resignation from contracted teachers in the school district—Ms. Ally Paradee, Valley Middle School, and Ms. Martha Wesley, Winship Elementary School.

Also attached please find Policy DKBB and DKBB-BR which the school board adopted, in part, due to contracted teachers resigning during the school year and thus breaking their contract. The policy was instituted to minimize, if not eliminate, the recent surge in requests from teachers to be released from their contracts. The latter has created a burden on the district, most notably on the teaching and learning process, in the present workforce shortage environment.

In Policy DKBB-BR, the Board may grant a release from contract for the following reasons:

1. Reasons of personal health where a physician's statement supports the request.
2. Serious illness or death in the immediate family that requires the contracted staff member's absence for an extended period of time.
3. The Board may, in its sole discretion, grant release from contract for other reasons.

Ms. Paradee is requesting that the 5% liquid damages be waived due to her husband accepting a position in Nebraska and thus her family will be relocating.

Ms. Wesley understands the 5% penalty in her request to be released from her contract.

It is my professional opinion that we will set a dangerous precedent should the board waive one penalty and institute the other as there will be future and unforeseen unintended consequences.

I would ask that you make two separate motions as illustrated below:

The administrative recommendation is to approve Ms. Paradee's resignation effective September 20, 2023, with the 5% liquidated damages under Policy DKBB.

The administrative recommendation is to approve Ms. Wesley's resignation effective September 15, 2023, with the 5% liquidated damages under Policy DKBB.

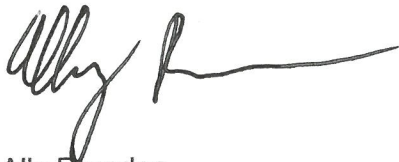
August 27, 2023

Dear Mr. Schye and Dr. Larson,

I'm writing to inform you that I will be resigning my teaching position at Valley Middle School. My last day will be September 20th. My husband has accepted a position in Nebraska and our family will be relocating the last week of September. I deeply apologize for the tough position that puts you, Valley staff, and our students in at the beginning of the school year.

I am appreciative of the experience I have had at Valley. I've enjoyed wonderful relationships with staff members, experienced incredible growth as an educator, and had opportunities to try new things in the classroom without fear of failure. I am grateful for the support and kindness of my team and other staff members. The work we do as educators can be hard but good coworkers make a world of difference.

With sincere apologies,

A handwritten signature in black ink, appearing to read "Ally Paradee", with a long horizontal flourish extending to the right.

Ally Paradee

August 31, 2023

Dear Mr. Thorvilson and Mrs. Bartsch,


Please accept this letter as a formal notification that I am resigning from my position as an instructional coach with Grand Forks Public Schools. My last day of employment, pending board approval, will be September 15, 2023. I understand there is a 5% penalty for the violation of my contract and accept that as a condition of my resignation.

It has been a great honor working for Grand Forks Public Schools for 16 of my 20 year teaching career. Through kind and caring leadership, I have been given the opportunity to learn, develop, and grow as an educator and as a person. Grand Forks Public Schools has so many talented and exceptional individuals working within its organization, and I feel blessed to work alongside and with so many of them. The work they do for the students and families in the community is second to none.

I do consider it a great privilege to have loved working at Winship Elementary school for most of my years in GFPS. Through exceptional leadership, a clear vision, and always putting student success first, the team from Winship is an organization that others should look to when defining a successful team. I believe that together, they improve lives everyday and make the world a better place. Thank you for the honor to be a part of that for a while.

I will work to complete any tasks that will help transition my role. Please let me know if there are other duties to support the transition within the organization at this time. Thank you again for the support, encouragement, and guidance you have given me over the years. I am so grateful to you.

Best regards,


Martie Wesley

CONTRACTED STAFF RESIGNATIONS AND REQUEST FOR RELEASE FROM CONTRACT

All staff under contract with the District are expected to fulfill the entire term of the contract.

Request for Release from Contract

When a member of the staff requests a release from contract, the Board may exercise one of three options:

1. Grant an unconditional release from contract.
2. Deny temporarily or table the request with the understanding that the administration will be directed to facilitate the granting of the request by seeking an adequately qualified replacement.
3. Deny the request.

The Board shall develop regulations containing conditions under which it may grant a release from contract for staff.

No release from contract shall be deemed granted until the Board has unconditionally approved it.

Liquidated Damages and Breaches

Any release from contract or breach of contract is subject to a payment of liquidated damages in the amount of five percent (5%) of the contract to the District unless waived by the Board.

Any teacher or administrator who has not been granted a release by the Board and who fails to fulfill a teaching or administrative contract with the District will be reported to the Education Standards and Practices Board.

Resignation

Contracted staff members who decide to leave the employment of the District at the end of their current contract are requested to submit a written resignation to the Superintendent immediately upon making the decision. The resignation shall indicate clearly the date upon which it is intended to be effective. No resignation shall be deemed effective until the Board has approved it except as follows. District staff subject to continuing contract law who fail to return their contracts within the statutory timeframe shall be deemed to have resigned. Board approval of such resignations is unnecessary.

While this policy requests that contracted personnel submit notice of resignation, it in no way requires the Board to renew contracts for positions not covered by continuing contract law (e.g., coaching).

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [DKBB-BR](#), Granting a Release from Contract

End of Grand Forks Public School District Policy DKBB Adopted: 2/27/2023*

REC 01/2015

*Note: This policy is effective July 1, 2023

GRANTING A RELEASE FROM CONTRACT

The Board may grant a release from contract for the following reasons:

1. Reasons of personal health where a physician's statement supports the request.
2. Serious illness or death in the immediate family that requires the contracted staff member's absence for an extended period of time.
3. The Board may, in its sole discretion, grant release from contract for other reasons.

End of Grand Forks Public School District Board Regulation DKBB-BR.....Adopted: 2/27/2023

BDREG 04/2015

MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools *TB*
SUBJECT: Clarification of School Attendance Boundary for Lake Agassiz and Winship Elementary Schools
DATE: September 11, 2023

When West Elementary School came offline in the spring of 2021, district administration communicated with families that all students west of Columbia Road North would attend Lake Agassiz Elementary School while families east of Columbia Road North would attend Winship Elementary School. Within a short amount of time, those lines put additional enrollment capacity pressure on Winship Elementary School, thus district administration adjusted the boundary line that moved all students west of 20th Street North to Lake Agassiz Elementary School. Students east of 20th Street North attend Winship Elementary School. Thus far, this has worked well.

As per School Board Policy ABBG, the boundary line adjustments require school board approval. To that end, the administrative recommendation is that the boundary line of 20th Street North is used to guide students west of 20th Street North to Lake Agassiz Elementary School and students east of 20th Street North attend Winship Elementary School.

Attachment: Policy ABBG



SCHOOL ATTENDANCE BOUNDARIES

The Superintendent shall establish, and the Board shall approve, attendance boundaries for each district school. School attendance boundaries shall be established in order to maximize the efficient use of the District's facilities and effective administration of the District's schools.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

1. School enrollment data and student demographic data, including enrollment patterns.
2. Facility capacity and design, including potential commercial and residential developments.
3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance.
4. Student safety.
5. Transportation capacity.
6. Geographic features of the district, including traffic patterns.
7. Educational programs, such as magnet schools.
8. Community input.

Complementing Templates (may contain items not adopted by the Board)

- [FA](#), Admission

End of Grand Forks Public School District Board Regulation FA-BR1..... Adopted: 5/23/2022

GFPS 04/2022

Brandon Baumbach
Business Manager

Department Phone: 701.787.4885
Direct Phone: 701.746.2205, Ext. 7126
Fax: 701.772.7739
bbaumbach020@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Brandon Baumbach, Business Manager
SUBJECT: Consideration to Initiate a Procurement Process for Snow Removal Services for School Year 2023-2024
DATE: September 11, 2023



The Grand Forks Public School District is seeking proposals pursuant to North Dakota Century Code Section 15.1-09-34 from qualified vendors to provide snow removal for the 2023-2024 school year.

North Dakota Century Code 15.1-09-34 requires that any school district seeking services for contracts greater than \$50,000 must advertise, receive sealed bids, and award the contract to the lowest responsible bidder.

As a result, administration is asking for school board authorization to initiate a procurement process and post the legal notice for snow removal services for the 2023-2024 school year.

Attachment:
Request for Proposals for Snow Removal Public Notice

ADVERTISEMENT TO BID
SNOW REMOVAL SERVICES FOR
GRAND FORKS PUBLIC SCHOOL DISTRICT NO.1

Notice is hereby given that the Grand Forks Public School District No.1 is requesting bids from qualified vendors to provide the District snow removal services. Sealed bids will be received by Jonathan Ellwein, Director of Buildings and Grounds, of the Grand Forks Public School District No.1, at, P.O. Box 6000, Grand Forks, ND 58206-6000, until Tuesday, October 3, 2022, at 3:00 p.m.

Bids shall conform to the Request for Proposal and supporting documents which can be obtained by emailing Jonathan Ellwein, Director of Buildings and Grounds, at jellwein180@mygfschools.org. Questions pertaining to RFP and other general inquiries may be directed to Jonathan Ellwein at jellwein180@mygfschools.org or at 701-746-2200.

No bid will be read or considered if the bid is not timely received. It is the bidder's responsibility to confirm receipt of bid.


The District reserves the right to reject any and all bids or portions thereof, to waive informalities or irregularities in a bid received, and to accept that bid which appears to be in the best interests of the Grand Forks Public School District. The School Board shall incur no legal liability or obligation until a contract is awarded and approved by the appropriate authorities.

Brandon Baumbach
Business Manager

Department Phone: 701.787.4885
Direct Phone: 701.746.2205, Ext. 7126
Fax: 701.772.7739
bbaumbach020@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Brandon Baumbach, Business Manager
SUBJECT: Consideration of Land Swap Adjacent to Career Impact Academy Site
DATE: September 11, 2023



Property recently given to the school district from the City of Grand Forks and its Jobs Development Authority includes two parcels located on and near the old Holiday Inn location at the intersection of 42nd Ave and Gateway Dr. These two parcels compose the project site for the coming Career Impact Academy. A third, privately held parcel is located on the east side of the project site.

These three parcels are described below for clarification:

- 1210 N 43rd St – This is the old Holiday Inn Location and the site for the designed phase 1 Career Impact Academy campus. This property is owned by GFPS.
- 4251 Gateway Dr – This is a vacant property situated in the southwest corner of the 42nd and Gateway intersection. This property is owned by GFPS.
- 1215 N 42nd St- This is a property on the east side of the project site and houses a vacated bank and drive-through. This property is owned privately.

On August 2, 2023, the finance committee discussed a proposal brought forward by the private owner of the 1215 N 42nd St parcel that contemplates swapping that parcel for the 4251 Gateway Dr. parcel. The board continued the conversation on August 7, 2023.

Since that time, Administration has ordered and received an appraisal on the two properties contemplated for the land swap.

NDCC 15.1-09.33(6) grants school boards the power to purchase, sell, exchange, or improve real property. Further, an Attorney General opinion states that "A school district may not give or sell property at less than fair market value." ND AG 2010-L-03

The appraisal establishes fair market value as the 1215 N 42nd St is valued greater (\$540,000) than the 4251 Gateway Drive property (\$440,000).

The owner has agreed to demo the vacant structure and concrete prior to delivery to the school district.

Administrative recommendation is to approve the attached Land Exchange Agreement

Attachments:
Land Exchange Agreement
Appraisal provided by Black Dog Appraisal Inc.

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("AGREEMENT") is made as of this ____ day of _____, 2023, by and between **ROSS HUEBNER**, a married person, with a mailing address of 6549 16th Street SE, Grand Forks, ND 58201, (hereinafter referred to as "Developer"), and the **GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1**, of P.O. Box 6000, Grand Forks, ND 58206-6000 (hereinafter referred to as "School District").

WHEREAS, the Developer is the owner of the real property located at 1215 N 42nd Street, Grand Forks, North Dakota 58203, with a tax parcel # of 44111500001003, which is described as follows;

Lot Three (3), in Block One (1), Replat of Block One (1), Airport Addition to the City of Grand Forks, North Dakota according to the plat thereof on file in the Office of the County Recorder within and for Grand Forks County, N.D., and recorded in Book "152" of Deeds, page 87.

(hereinafter referred to as "Parcel 1")

WHEREAS, the School District is owner of a parcel of real property located at 4251 Gateway Drive, Grand Forks, North Dakota 58203 which is described as follows;

Lot Two (2), Block Two (2), Airport 6th Resubdivision to the City of Grand Forks, North Dakota according to the plat thereof on file in the Office of the County Recorder within and for Grand Forks County, N.D., and recorded as Document Number 834154

(hereinafter referred to as "Parcel 2")

WHEREAS, the Developer desires to acquire Parcel 2 as it suits Developer's objectives to develop the property for a commercial purpose;

WHEREAS, the School District desires to acquire Parcel 1 as such Parcel 1 will allow the School District to have a contiguous parcel of property for the building and operation of the Career Impact Academy which is set to be built on the adjacent property known as Lot One (1), Block One (1), Airport 6th Resubdivision;

WHEREAS, the School District and the Developer wish to execute this Land Exchange Agreement to exchange these properties under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.** Parts of Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Properties".

2. **THE EXCHANGE.** Developer and School District acknowledge that the Exchange Properties are of like kind and equal value and the parties intend for the exchange to be an exchange of equal value. Developer will convey Parcel 1 to the School District by Warranty Deed at Closing. The School District will convey Parcel 2 to Developer by Quit Claim Deed at Closing. On Parcel 1, there is a one-story building with 2,856 square feet which previously operated as a bank. The School District has no use for such building and desires for Parcel 1 to be bare and returned to green space for the development of the Career Impact Academy. Parcel 2 is currently green space and ready for development. The following is an agreement as to the exchanged properties which the parties have agreed to as indicated herein.

3. **TITLE INSURANCE.** Prior to Closing on Parcel 1, Developer shall deliver to School District a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the date hereof for an owner's title insurance policy insuring marketability of the title to Parcel 1. Said Commitment shall insure the marketable title of Parcel 1, subject only to easements or restrictions of record that do not interfere or prevent the School District from utilizing the property for its intended purpose. In consideration of the School District's willingness to exchange property to allow the development of Parcel 2, Developer shall pay the cost of the Commitment and the subsequently issued owner's policy.

Prior to Closing on Parcel 2, School District shall deliver to Developer a copy of a title insurance commitment (the "Commitment") bearing an effective date subsequent to the date hereof for an owner's title insurance policy insuring marketability of the title to Parcel 2. Said Commitment shall insure the marketable title of Parcel 2, subject only to easements or restrictions of record. Developer shall pay the cost of the Commitment and the subsequently issued owner's policy.

Within twenty (20) days of receiving the title commitments, the Developer and the School District shall provide a written statement of any objections to the title to the property being conveyed to them as disclosed by the Commitment. Any matter not objected to within such twenty (20) day period shall be deemed approved. If Developer or the School District gives notice of any objections which cannot be cured through reasonable diligence and prior to closing, then the objecting party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither party shall have any further obligations hereunder.

4. TAXES.

(a) For Parcel 1 the parties agree as follows:

- i. Developer shall pay the real estate taxes and special assessments for the year 2022 and prior years in full and shall prorate real estate taxes and special assessments for the year 2023 to the date of closing, based on current data as a total annual amount payable. The School District is not subject to real estate taxes but shall pay all special assessments for all subsequent years.

(b) For Parcel 2 the parties agree as follows:

- ii. The School District is not subject to real estate taxes. The School District shall pay the special assessments for the year of 2023 prorated to the date of closing based on the current data as a total annual amount payable. Developer shall pay the real estate taxes and special assessments for all subsequent years.

5. TAPPING FEES. The parties agree that in the event any tapping fees are assessed to the School District or Developer as a result of the exchange of Parcel 1 and Parcel 2 under this Agreement, Developer shall pay all tapping fees assessed to the School District and assessed to Developer.

6. CLOSING. The Closing date for both properties shall be _____ or as mutually agreed upon by the parties in writing.

7. EXPENSES. The parties agree that Developer shall pay for the following: a) the School District's attorney fees associated with this transaction; b) the cost of any curative documents and recording fees necessary to provide free and marketable title for Parcel 1 and Parcel 2; c) the cost to prepare the deeds; d) recording fees for the deeds; e) closing fees, if any; f) cost of an appraisal for Parcel 2; g) any realtor fees or commissions working on behalf of Developer; and h) any and all related costs for both parties for this transaction.

8. PARCEL DEVELOPMENT. Prior to Closing, Developer shall pay for the demolition of the 2,856 square foot building located on Parcel 1. All costs associated with or arising from the demolition of the one-story building on Parcel 1, shall be the sole responsibility of Developer. Developer shall procure and hire a licensed and qualified contractor to demolish the one-story building on Parcel 1 and shall be responsible for the back fill of such demolition. Developer shall restore Parcel 1 to a clean condition that is free of debris and rubbish. Developer shall be responsible for any and all necessary permits or licenses required for such demolition and backfill. The parties shall work together with

the School District's Career Impact Academy Architect to ensure Parcel 1 is fit and suitable for the School District's plans for the construction of the Career Impact Academy.

9. CONDITION OF EXCHANGE PROPERTY. Developer acknowledges that Parcel 2 is being conveyed to Developer by the School District on an "AS-IS" basis, and no warranties or representations have been made with respect to the property or its condition or suitability for a specific purpose.

Developer hereby states to the best of Developer's knowledge Parcel 1 is free of hazardous substances as hereinafter defined and is not subject to any "Super Fund" type liens or claims by governmental regulatory agencies or other third parties arising from the release or threatened release of hazardous substances in, on or about the real property. For purposes of this Agreement, hazardous substance means hazardous waste, toxic substances, polychlorinated biphenyls, asbestos, or related materials and also includes, but is not limited to, substances defined as hazardous substances or toxic substances in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061, et. seq., Hazardous Materials Transportation Act, 49 U.S.C. §6901, et. seq., or as hazardous substances, hazardous waste or pollutant or contaminant in the Environmental Response Liability Act, NDCC Title 23, et. seq. The term does include petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel or mixtures thereof.

10. INDEMNIFICATION. Developer shall indemnify, save and hold the School District, its administrators, directors, officers, board members, agents, representatives, and employees harmless from any and all actions, claims, demands, liabilities, losses damages, fines, penalties, expenses or fees, including attorneys' fees and disbursements, experts' fees and costs and costs of litigation, which arise out of, result from, relate to or are in connection with (a) any acts or omissions of Developer or any of Developer's directors, officers, agents, representatives, employees or contractors under this Agreement; and (b) breach of Developer of any of its representations, covenants or agreements made herein.

11. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

12. ASSIGNMENT. Developer and School District shall not assign their rights and obligations under this agreement without the prior written consent of the other party.

13. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements

herein provided. Developer and the School District agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for the School District.

14. REPRESENTATIONS. Developer hereby represents and warrants to the School District there is no action, suit, proceeding, investigation, or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or challenges the authority of Developer official executing this Agreement; and Developer has disclosed to the School District any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matter of which Developer is aware.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

16. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of North Dakota.

17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

18. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

19. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended or will be construed as creating or conferring any right, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a party to this Agreement, except those rights expressly contained herein.

20. NO PARTNERSHIP. This Agreement shall not constitute the School District and Developer as members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity. Further, nothing in this Agreement shall be deemed to confer on any of them any express, implied, or apparent authority to incur any obligation or liability on behalf of the other.

DEVELOPER:

ROSS HUEBNER

Ross Huebner

SCHOOL DISTRICT:

GRAND FORKS PUBLIC SCHOOL
DISTRICT NO. 1

By: _____

Printed Name: _____

By: _____

Printed Name: _____



APPRAISAL REPORT

Two Properties:

A) 4251 Gateway Dr / TBD Grand Forks, ND 58203

B) 1215 N 42nd St Grand Forks, ND 58203

SYNOPSIS

A) A ±50,094 Sq. Ft. Vacant Site (piece of a larger parcel)

B) A 2,856 Sq. Ft. Vacant Bank / General Purpose Commercial Building

REPORT DATE

08/24/2023

EFFECTIVE VALUE DATE

08/14/2023

CLIENT

Grand Forks Public Schools

2400 47th Ave

Grand Forks, ND 58201

APPRAISER

David P. Whartnaby, MAI

221 19th Ave N

Fargo, ND 58102

Certified Real Property General Appraiser

ND License Number: CG-221166

08/24/2023

Brandon Baumbach
Business Manager, GFPS
2400 47th Ave
Grand Forks, ND 58201

Re: 4251 Gateway Dr / TBD &
1215 N 42nd St
Grand Forks, North Dakota 58201

Dear Brandon Baumbach,

At your request, we have appraised a real property interest for the above real estate. Our objective was to form one or more opinions about the market value for a 100% ownership interest in the subject property's (Property A & B) fee simple estate assuming no liens or encumbrances other than normal covenants and restrictions of record.

Subject Property A (4251 Gateway Dr / TBD) consists of an irregular, corner parcel constituting 50,094 square feet. There are no improvements on the vacant site.

Subject Property B (1215 N 42nd St) consists of an irregular triangular non-corner parcel, constituting 46,022 square feet. It features a vacant 2,856 square foot bank / general purpose commercial building. It features ±22,309 square feet of paved concrete and a drive-thru.

This valuation contains analyses, opinions, and conclusions along with market data and reasoning appropriate for the scope of work detailed later herein. It was prepared solely for the intended use and intended user(s) explicitly identified in the attached report. Unauthorized users do so at their own risk. The appraisal is communicated in the attached Appraisal Report, which conforms to the version of the Uniform Standards of Professional Appraisal Practice (USPAP) in effect on this report's preparation date of 08/24/2023.

This letter is not an appraisal report hence it must not be removed from the attached 84-page report. If this letter is disjoined from the attached appraisal report, then the value opinions set forth in this letter are invalid because the analyses, opinions, and conclusions cannot be properly understood.

In general, valuation of the subject property involves no atypical issues. All value opinions are affected by all the information, extraordinary assumptions, hypotheses, general limiting conditions, facts, descriptions, and disclosures stated in the attached appraisal report. After careful consideration of all factors pertaining to and influencing value, the data, and analysis thereof firmly supports the following final value opinion(s) for the subject property as of August 14, 2023:

Property A: Market Value "As Is"

FOUR HUNDRED FORTY THOUSAND DOLLARS
(\$440,000)

Property B: Market Value "As Is"

FIVE HUNDRED FORTY THOUSAND DOLLARS
(\$540,000)

Thank you for your business. Let us know how we may further serve you.

Respectfully,

A handwritten signature in black ink, appearing to read 'D. P. Whartnaby', with a long horizontal line extending to the right.

David P. Whartnaby, MAI
Certified General Real Property Appraiser
North Dakota License CG-221166
License Expiration Date: 12/31/2023

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Overview...

| Salient Information | | | | | | | | | | | | | | | |
|--|--|------------|--|-----------|--|------------|--|-----|-----|---------------------------|-----------|-----------|-----------------|-----|-----|
| Property Type | Property A: Vacant Land Property B: Bank / General Purpose Commercial | | | | | | | | | | | | | | |
| Real Estate Appraised | Property A: 4251 Gateway Dr / TBD & Grand Forks, North Dakota 58201 Property B: 1215 N 42nd St Grand Forks, North Dakota 58201 | | | | | | | | | | | | | | |
| County | Grand Forks | | | | | | | | | | | | | | |
| Estate Valued | 100% of the Fee Simple | | | | | | | | | | | | | | |
| Client | Grand Forks Public Schools | | | | | | | | | | | | | | |
| Client File Number | None | | | | | | | | | | | | | | |
| Most Likely Buyer | Property A: Developer Property B: Owner Occupant | | | | | | | | | | | | | | |
| Effective Value Date (point in time that the value applies) | August 14, 2023 | | | | | | | | | | | | | | |
| Report Date (date the report is transmitted to client) | 08/23/2023 | | | | | | | | | | | | | | |
| Value Indication(s) | <table><tr><td></td><td>Property A</td><td>Property B</td></tr><tr><td>Cost Approach</td><td>N/A</td><td>N/A</td></tr><tr><td>Sales Comparison Approach</td><td>\$440,000</td><td>\$540,000</td></tr><tr><td>Income Approach</td><td>N/A</td><td>N/A</td></tr></table> | | | | Property A | Property B | Cost Approach | N/A | N/A | Sales Comparison Approach | \$440,000 | \$540,000 | Income Approach | N/A | N/A |
| | Property A | Property B | | | | | | | | | | | | | |
| Cost Approach | N/A | N/A | | | | | | | | | | | | | |
| Sales Comparison Approach | \$440,000 | \$540,000 | | | | | | | | | | | | | |
| Income Approach | N/A | N/A | | | | | | | | | | | | | |
| Final Value Conclusion(s) | <table><tr><td>\$440,000</td><td>Property A: Market Value of the Fee Simple</td></tr><tr><td>\$540,000</td><td>Property B: Market Value of the Fee Simple</td></tr></table> | | | \$440,000 | Property A: Market Value of the Fee Simple | \$540,000 | Property B: Market Value of the Fee Simple | | | | | | | | |
| \$440,000 | Property A: Market Value of the Fee Simple | | | | | | | | | | | | | | |
| \$540,000 | Property B: Market Value of the Fee Simple | | | | | | | | | | | | | | |

Noteworthy Issues

This report contains several extraordinary assumptions which impact the analyses contained herein. For further details, consult the Extraordinary Assumptions section of this appraisal report.

No atypical factors significantly affect value. The real estate appraised is generally typical for this type of property in this locale.



Scope of Work...

Scope of Work

Introduction

The Uniform Standards of Professional Appraisal Practice (USPAP) defines scope of work as “*the type and extent of research and analysis in an assignment*”. Scope of work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is observed;
- the type and extent of data researched; and
- the type and extent of analyses applied to arrive at opinions or conclusions.

Assignment Elements

The purpose of this assignment (the problem to be solved) is to form one or more opinions about value. This purpose necessitates identification of seven assignment elements listed below.

1. Client Information

| | |
|---|-----------------------------------|
| Client's Name ** | Brandon Baumbach |
| Client's Company Name | Grand Forks Public Schools |
| Client's Agent | Not Applicable |
| Agent's Company Name | Not Applicable |
| Appraiser(s) Engaged By | The Client |
| Client's Interest In Property Appraised | Potential real estate acquisition |

2. Other Intended Users

The Client's Company

3. Intended Use Of Report (*To aid*)

Decisions by ownership strictly involving matters of a potential trade, purchase, and/or acquisition of the subject real estate

4. Value Opinion(s) Developed

Market value

Standard / Definition Of Value Used
To Form The Value Opinion(s)

Advisory Opinion 30 of USPAP, which is the same definition as the one in FIRREA.

** *The client is always an intended user.*

Scope of Work

Assignment Elements

5. Key Dates

| | |
|--|---|
| Effective Value Date (point in time the value applies) | August 14, 2023 |
| Date Property Appraised Was Observed By One Or More Appraisers Signing This Report | Land(s) & Building Observed August 14, 2023 |

6. Assignment Conditions

| | |
|--|--|
| Extraordinary Assumptions | One Or More Apply, Detailed Later Herein |
| Hypothetical Conditions | None Used |
| Jurisdictional Exceptions | None Used |
| Expected Public or Private On-Site or Off-Site Improvements Affect Value | Not Expected |
| Assemblage of Estates or Component Parts Affects Value | Not Expected |
| Other | None Used |

Scope of Work

Relevant Characteristics

The seventh assignment element is relevant characteristics about the property appraised. These characteristics are typically categorized as physical, legal, and economic.

Physical attributes of the property appraised are presented later in the Subject section of this report. Some characteristics are identified below. Atypical issues are listed in the Noteworthy Issues section and may be further detailed elsewhere herein.

Unless specifically stated otherwise, the estate appraised (listed below) assumes no adverse leases, liens or encumbrances other than normal covenants and restrictions of record.

7a. Physical

| | |
|--|--|
| Existing Property Use | Vacant Land (Property A) Vacant Bank (Property B) |
| Property Use Reflected In One Or More Value Opinions | Continued Use As Is (Property A & B) |
| Sources of Information About the Property Appraised Included | Interior And Exterior Observation; Online Public Records |

7b. Legal

| | |
|--------------------------------|---------------------------------|
| Category Of Property Appraised | Real Property |
| Estate(s) Appraised | Fee Simple |
| Legal Issues Considered | One Or More Utility Easements |
| Environmental Concerns | No Known Environmental Concerns |

7c. Economic

| | |
|---|--------------------------------|
| Effect Of Lease(s) On Value | No Leases Hence Not Applicable |
| Cost Information | |
| Type of Reconstruction Cost Used | Not Applicable |
| Source of Reconstruction Cost Information | Not Applicable |

Scope of Work

Extent of Services Provided

| | |
|--|---|
| Number of Final Value Opinions Developed | One (Property A & B) |
| Value Opinion(s) Reflect The Worth Of the Property Appraised | As Is |
| Extent Of Report Preparation | An Appraisal Report |
| Other Reporting Requirements | Not Applicable |
| Extent Of Data Research | Extensive |
| Data Sources | Local MLS; Private Data Provider Service; Public Records on Gov't Website(s); Online Public Records |
| Documents Considered | Deed |
| Data Verification | Direct and Indirect Methods |
| | Adequate Interior and Exterior |
| | The appraiser performed a walking tour of the subject property (A & B) and observed elements of the property that were readily viewable. |
| | Property A: The appraiser performed a walking tour of the subject site and observed elements of the property that were readily viewable. The appraiser(s) did not attempt to study, dig, probe, investigate, detect, remove materials, or discover unfavorable physical features. |
| Extent Of Subject Observation By One Or More Appraisers Signing Report | Property B: Observation of the subject property was limited to the entire site, none of the roof (not visible from the ground), most exterior walls (as visible from the ground), and most of the interior. Unseen spaces are assumed to have physical condition and construction quality like that in observed spaces. It is further assumed the subject has no hidden defects. The appraiser(s) did not attempt to study, dig, probe, investigate, detect, remove materials, or discover unfavorable physical features. |

Scope of Work

Other Intended Use Considerations

| | |
|--|--|
| Client's Prior Engagement Of Appraisal Services | Several |
| Loan To Value Ratio | Not Applicable |
| Atypical Issues | No Atypical Issues |
| Assignment Complexity | Typical Complexity |
| FIRREA Compliance | FIRREA Not Applicable |
| Insurable Value | Insurable Value Is Not An Intended Use |

Miscellaneous Matters

| | |
|-------------------------|----------------------|
| Scope of Work Agreement | Agreement in Addenda |
|-------------------------|----------------------|

Scope of Work

Appraisal Development

Appraisal development is the extent of research and analyses that produce one or more credible opinions of value for one or more specifically identified intended users and an explicitly stated intended use. In this context, credible is defined as "worthy of belief".

Depending upon the intended use, intended users, and agreements between the appraiser and the client, the appraisal development process may include several, but not necessarily all the following tasks.

- observation of the property appraised
- research for appropriate market data
- data verification
- consideration of influential market area, physical, economic, and governmental factors
- determination of the subject's highest and best use(s), if appropriate
- development of one or more applicable approaches to value
- reconciliation of value indications
- preparation of this report

In most cases, the core valuation process begins with a highest and best use analysis. This is essential because it establishes a framework for the proper selection of comparables. Cited comparables should have the same highest and best use as the property appraised.

Scope of Work

Appraisal Development

If some property modification like new construction is contemplated, a feasibility analysis may be appropriate. In some cases, feasibility may simply be justified by inferred market evidence like low vacancy or rising rents.

According to USPAP, all approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. The type of highest and best use; extent of feasibility considered; and the relevance of each major approach are listed below.

| | |
|---|---|
| Highest and Best Use | An Inferred Demand Analysis |
| Feasibility Analysis <i>(a more detailed study separate from highest & best use)</i> | Separate Feasibility Analysis Not Developed |
| Cost Approach | Not Applicable And Not Included In Report |
| Sales Comparison | Applicable And Included In Report |
| Income Approach | Not Applicable And Not Included In Report |

Applicable and necessary approaches were selected for development after consideration of available market data, intended use, and intended user(s). An approach considered not applicable was omitted because this methodology is not appropriate for the property interest being appraised, or sufficient data to properly develop the approach was not available.

Scope of Work

Concept Explanations

Intended use and all intended user(s) should be weighed heavily during the scope of work decision. A single intended user who frequently engages appraisal services is likely very knowledgeable about the appraisal process. For this type user, the appraisal development and reporting for less complex property types might be toward the lower end of the spectrum. By contrast, multiple intended users, especially those with opposing motivations, likely need extensive appraisal development and reporting. Litigation is a prime example when a thorough appraisal development and detailed reporting is warranted.

A loan to value ratio reflects risk. For commercial-grade loans, ratios over 75% are generally regarded as risky. If a contemplated loan is viewed as risky, then the extent of appraisal development and the level of report detail should be more comprehensive. Similarly, more complex properties generally warrant more thorough analyses and more extensive report details.

Prior engagement of appraisal services by a client implies a level of awareness about the appraisal process. A greater awareness may justify a less thorough level of report detail whereas the opposite is true for an individual who has never engaged an appraisal.

A Jurisdictional Exception is an assignment condition, which voids a portion of USPAP that is contrary to law or public policy. When a Jurisdictional Exception applies, only the contrary portion is void. The remainder of USPAP remains in full force and effect. Jurisdiction Exceptions always shrink USPAP, not expand it.

Data verification affects reliability. Direct data verification confirms information used in the report with one or more parties who have in-depth knowledge about physical characteristics for the property being appraised, or related financial details. Indirect verification employs information obtained from a secondary source like a data reporting service, a multiple listing service, or another appraiser. Direct verification is generally more time-consuming and costly, but also more reliable.

Information from all data sources was examined for accuracy, is believed reliable, and assumed reasonably accurate. However, no guaranties or warranties for the information are expressed or implied. No liability or responsibility is assumed by BlackDog Appraisal Inc. or the appraiser(s) for any inaccuracy of any seemingly credible information source.

Scope of Work

Concept Explanations

A statement about observation of the subject property by the appraiser(s) is listed above. If the subject was observed, this viewing was not as thorough as a professional property inspection. A professional inspector determines the precise physical condition, remaining useful life, and operability of major building components like the structural system, roof cover, electrical system, plumbing, and heating plant. Inspectors typically do not ascertain the size of the building, or characteristics of the land. By contrast, an appraiser commonly ascertains both land and building size. Ordinarily, appraisers do not determine operability, or the remaining useful life of building systems. An appraiser typically views real estate to determine only general attributes like physical condition of the building as a whole, site topography and access, building size, construction quality, floor plan, and functionality of the property as a whole. For this appraisal, no probes, investigations, or studies were made to discover unapparent, adverse physical features.

Highest and best use analyses can be categorized into two groups - inferred and fundamental. A fundamental analysis is quantified from broad demographic and economic data such as population, household size, and income. Supply is inventoried. Subject specific characteristics are considered. Then, the relationship between supply and demand is weighed to determine a specific highest and best use for the subject. An inferred analysis uses local trends and patterns to infer a general highest and best use for the subject. For an inferred analysis, market dynamics that might be considered include prices, market exposure times, rents, vacancy, and listings of similar real estate. Inferred analyses emphasize historical data while fundamental analyses are based on future projections. The kind of highest and best use analysis utilized in this assignment is listed above.

Report Reliance & Use Restrictions

No liability is assumed, expressed, or implied by BlackDog Appraisal Inc., or the appraiser(s) for unauthorized use of this report. Only those persons, parties, entities, companies, corporations, partnerships, associations, or groups that are explicitly identified as an intended user on page 2 may rely on and use this report. There are no implied, suggested, inferred, consequential, or indirect intended users of this report. Unauthorized users should not use or rely on any portion of this document. Unauthorized users do so at their own risk and peril.

Scope of Work Exclusion - Insurable Value

The cost approach may or may not have been developed herein. Unless explicitly stated otherwise, the cost approach was developed solely to support the subject's market value. Use of this appraisal, in whole or part, for another purpose is not an expected intended use. Nothing in this appraisal should be used or relied upon to determine the amount or type of insurance coverage to be placed on the subject property. The signatory / signatories to this report assume no liability for, and do not guarantee that any insurable value inferred from this report will result in the subject property being adequately insured for any loss that may be sustained. Since labor costs, material costs, building codes, construction intervals, and governmental regulations are constantly changing, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than this report's effective value date.

Scope of Work

Extraordinary Assumptions & Disclosures

An extraordinary assumption is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) to be “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”

Further commentary states: “Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.”

USPAP Standard Rule 1-2(f) requires the identification of all extraordinary assumptions that are necessary for credible assignment results. This appraisal employs the following extraordinary assumptions:

Property A & B

- Features of the subject (Property A) site such as legal description, dimensions, size, etc. were obtained from our Client, Brandon Baumbach via a BPO dated July 18, 2023. All provided information therefrom is assumed reasonably correct.
- Assumptions and presumptions discussed in the Noteworthy Issues section of this report, if any, are incorporated by way of reference into these Extraordinary Assumptions & Disclosures.

Hypothetical Conditions

USPAP defines a hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

Further commentary states: “Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

USPAP Standard Rule 1-2(g) requires the identification of all hypothetical conditions that are necessary for a credible value opinion. This appraisal employs no hypothetical conditions.

Personal Property & Intangibles

Personal property is movable and **not** permanently affixed to the real estate. Examples of personal property are freestanding ranges, refrigerators, tables, desks, chairs, beds, linen, silverware, hand tools, and small utensils. An intangible is a nonphysical asset like franchises, trademarks, patents, goodwill, and mineral rights. Personal and intangible property included in this appraisal's value opinion, if any, is considered typical for this type of real estate, yet insignificant to the value opinion. Therefore, non-realty is not itemized or valued herein. Moreover, this report's final value conclusion(s) **excludes** unaffixed equipment, detached trade fixtures, and chattel unless specifically stated to the contrary.

Definition of Market Value

The definition of *market value* is used in all federally regulated transactions that exceed a minimum amount. This definition is mandated by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989. The exact same definition was published in the Federal Register several times by different federal agencies. Some printings are: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; and 59 Federal Register 29499, June 7, 1994.)

Federal agencies publishing the **exact same definition** include the

- Office of the Comptroller of the Currency (OCC) as 12 CFR 34, subpart C
- Federal Reserve Board (FRB) as 12 CFR 225, Subpart G
- Federal Deposit Insurance Corporation (FDIC) as 12 CFR 323.2, Definition (g) in 55 Federal Register, 33,888 August 20, 1990, Effective September 19, 1990.
- Office of Thrift Supervision (OTS) as 12 CFR 564
- National Credit Union Administration (NCUA) as 12 CFR 722

The **exact same definition** was again published jointly by the OCC, OTS, FRS, and FDIC on page 61 of the "Interagency Appraisal and Evaluation Guidelines". These guidelines were published in the Federal Register on December 10, 2010, as Volume 55, page 77472. All the above citations defined market value as:

"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are both typically motivated;*
- *both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

Virtually the same definition is also cited in Advisory Opinion 30 in the Uniform Standards of Professional Appraisal Practice (USPAP).

Definition of Real Property Estates

Per *The Dictionary of Real Estate Appraisal*, 6th Edition, published by the Appraisal Institute, copyright 2015, there are three standard types of real property estates:

- Fee Simple Estate *"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*
- Leased Fee Estate *"The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires."*
- Leasehold Estate *"The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease."*

According to the Appraisal Institute course *General Appraiser Income Approach, Part 2*, there are two interpretations of the term "fee simple estate". A second interpretation for fee simple estate is a value-oriented definition used by many real estate appraisers. For valuation purposes, market value of the fee simple is the worth of the property assuming it is already leased at market rent to a level of stabilized occupancy. Under this interpretation, the $V_{FS} \geq V_{LF}$ because lease-up costs to find tenants are already paid.

An extremely important concept in the valuation of leases is the relationship between market rent or income (I_{FS}) and contract rent, the rent stated in a lease (I_{LF}). If the contract rent is below market rent ($I_{LF} < I_{FS}$), the tenant enjoys an advantageous position called a positive leasehold interest. Then, the value of the leased fee is usually less than the value of the fee simple ($V_{LF} < V_{FS}$). If contract rent exceeds market rent ($I_{LF} > I_{FS}$), then the landlord has an advantage while the tenant has an unfavorable position called a negative leasehold interest. When contract rent equals market rent, then the numerical value of these two estates is equal but the rights of each estate are distinctly different.

In essence, the different interpretations for the fee simple estate involve lease-up costs. If fee simple is interpreted to mean no leases encumber the property, then a buyer of a multitenant facility would incur lease-up costs. These costs would likely be substantial, so a prospective buyer would penalize the property by the amount of the total lease-up costs. If fee simple is interpreted to mean the value of real property already leased up to stabilized occupancy at market rent, then no lease-up is necessary, so no lease-up penalty is appropriate.

For valuation purposes in *this* report, the following real property estate definitions are being used and specified below:

- The **fee simple estate** is the worth of the property assuming it is owner occupied and/or already leased at market rent to a level of stabilized occupancy. Lease-up costs are assumed already paid, so a lease-up penalty is not appropriate.

Assemblage

USPAP Standard Rule 1-4(e) requires an analysis of the assemblage of various estates or component parts that affect value. In this case, no assemblage is expected so value is not affected.

Expected Improvements

USPAP Standard Rule 1-4(f) requires an analysis when anticipated public or private improvements, on the site or off the site, affect value. In this case, no new public or private improvements are expected so value is not affected.

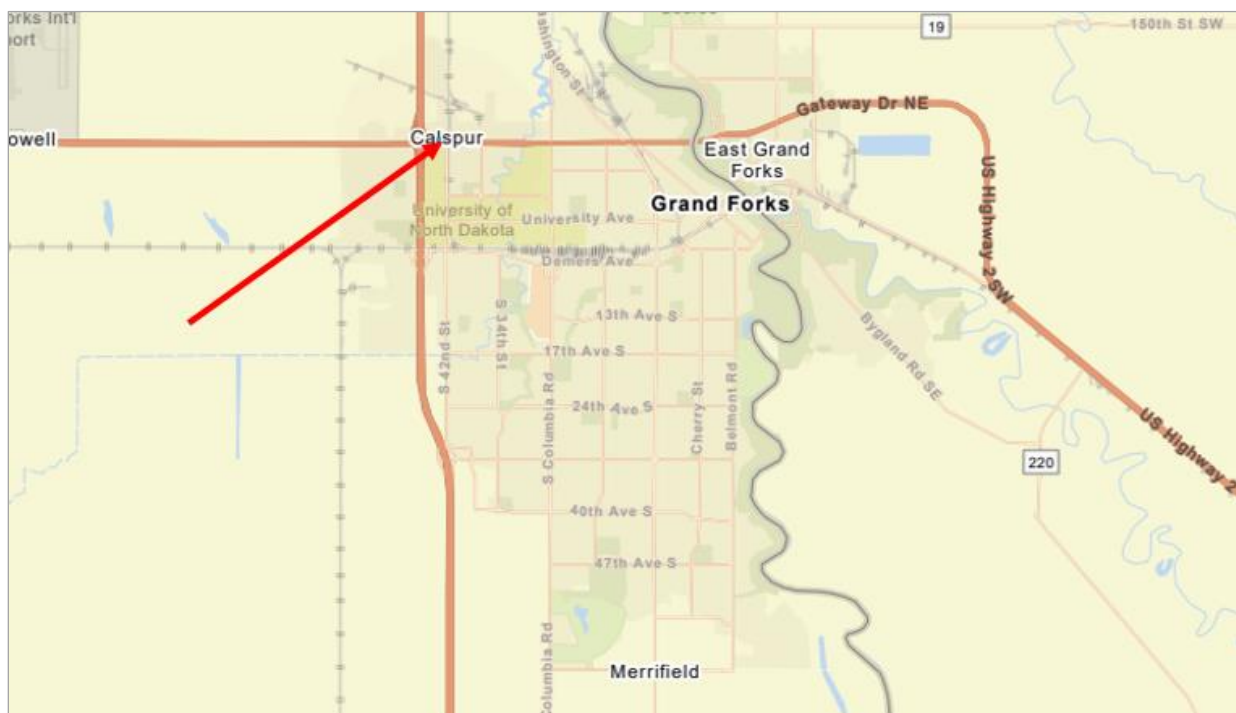


Area Data...

Regional Map



Vicinity Map



| Proximity Features | |
|--|--|
| Expected Changes in Economic Base | None |
| Protection From Adverse Conditions | Average |
| Demand for Real Estate Like Subject | Property A: Strong; Property B: Average |
| Potential Additional Supply Like Subject | Property A: Minimal; Property B: Limited |
| Building Age Range <i>{excluding extremes}</i> | 00 to 60 Years |
| Oversupply of Property Like Subject | Property A: None; Property B: Minimal |
| General Appearance of Properties | Property A: N/A; Property B: Average |
| Location | Property A: Very Good; Property B: Good |
| Land Use Change | Not Likely |
| Police & Fire Protection | Average |
| Expressway Access | 1-3 miles |
| Employment Centers | Under a mile |
| Property Compatibility | Average |
| Overall Appeal to Market | Property A: Good; Property B: Average |

| Nearby Land Uses | |
|-------------------------|-------|
| Single-Unit Residential | 20% |
| Industrial | 20% |
| Commercial | 60% |
| ----- | ----- |
| Total | 100% |



Subject Property...

Identification of the Property

Property A

This real estate appraised is generally situated on the southwest corner of Gateway Dr and N 42nd St within Grand Forks, North Dakota 58201. Its common address is 4251 Gateway Dr / TBD, Grand Forks, North Dakota 58203.

Property B

This real estate appraised is generally situated along the west side of N 42nd St, about 300 feet south of Gateway Dr within Grand Forks, North Dakota 58201. Its common address is 1215 N 42nd St, Grand Forks, North Dakota 58203.

Legal Description

A professional surveyor and / or legal counsel should verify the following legal description before relying upon, or using it as part of any conveyance, or any other document. This legal description was obtained from public records and is assumed accurate.

Property A

Legal Description: 4251 GATEWAY DR LOT 1, BLOCK 1 AIRPORT FOURTH RESUBDIVISION

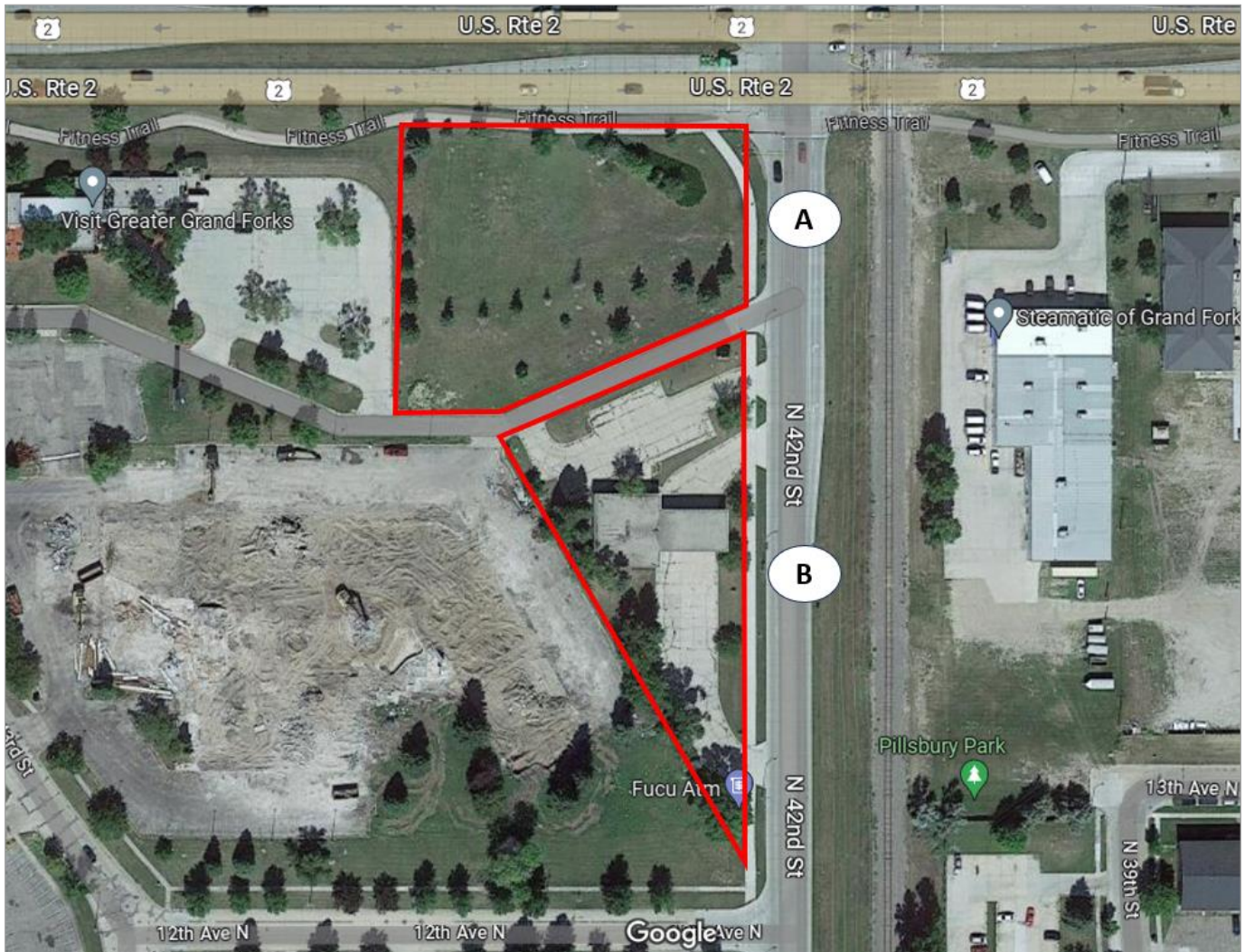
Note: this legal description is the whole parcel. The subject's portion of the parcel has yet to be subdivided.

Property B

Legal Description: 1215 N. 42ND ST. LOT 3 (REPLAT OF BLK 1) B 1 AIRPORT ADDITION

Aerial View

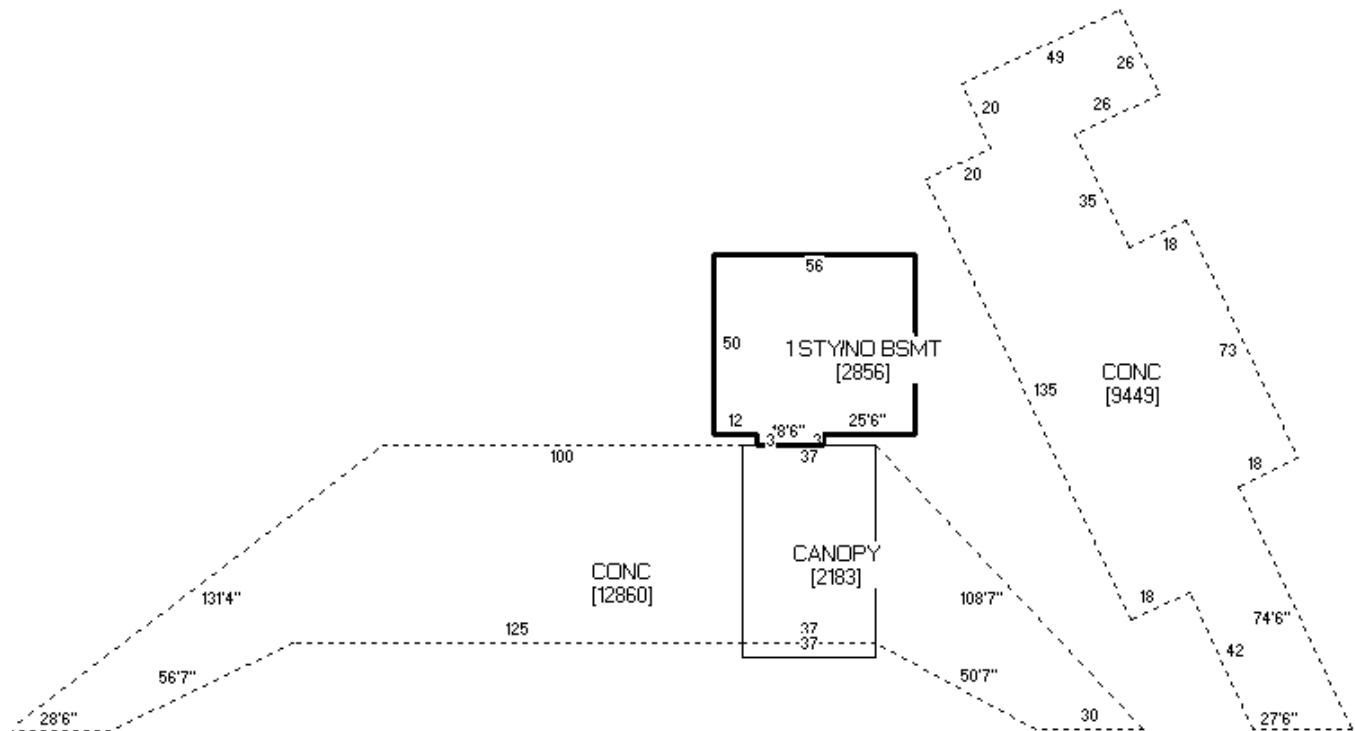
The parcel outlines represent approximations of Property A & B. As of the effective date, a survey/plat map for Parcel A does not exist.



Source: Google Maps

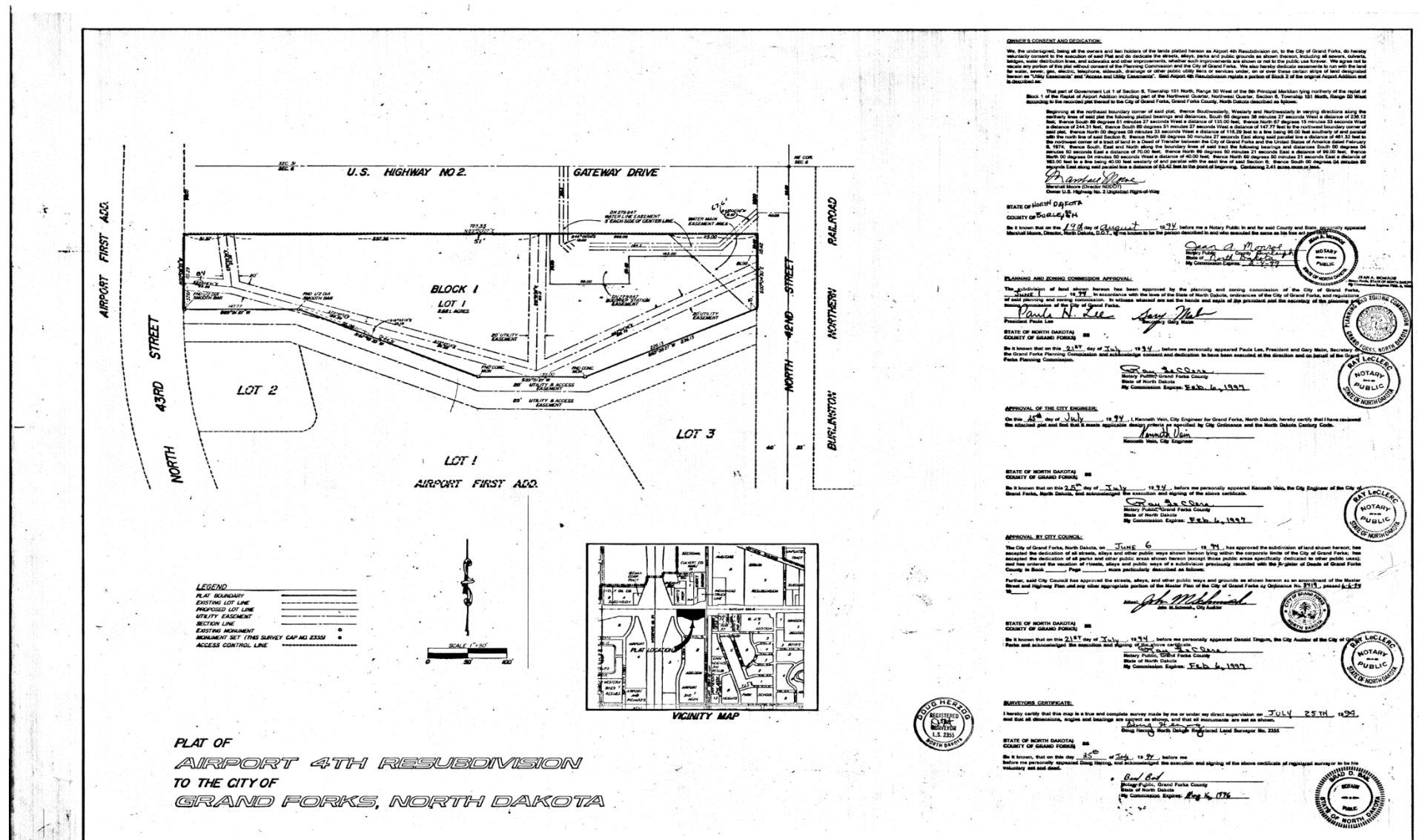
Building Sketch

Property B



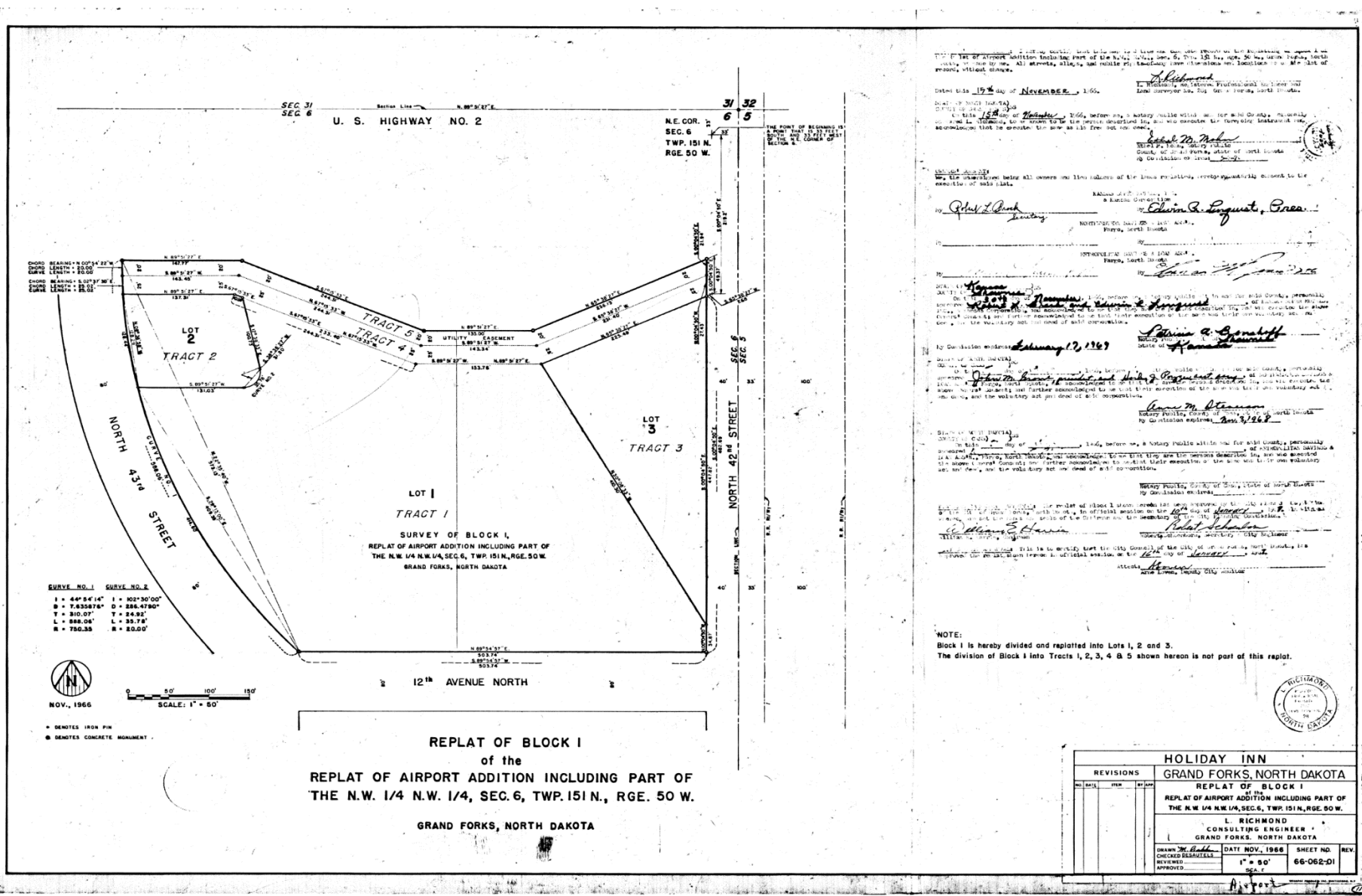
Plat Map

Property A



Plat Map

Property B



Photographs of Subject

(photo page 1)

Property A



TYPICAL SITE EXTERIOR



TYPICAL SITE EXTERIOR



TYPICAL SITE EXTERIOR



TYPICAL SITE EXTERIOR



STREET SCENE ALONG GATEWAY DR



STREET SCENE ALONG N 42ND ST

Photographs of Subject

(photo page 2)

Property B



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR



TYPICAL INTERIOR

Sale History

Property A

According to our client, the subject real estate was never listed publicly for sale within the three years prior to the effective date of this appraisal report. No sale or option agreements are now pending.

| Subject's Current Ownership | |
|-----------------------------|---------------------------|
| <i>Owner</i> | <i>Information Source</i> |
| City of Grand Forks | Assessor's Records |

Property B

Online public records and / or a private data-reporting service were used to search for prior sales of the subject real estate. This research discovered the subject property conveyed for \$210,000 on 02/08/2021 (NDRIN #811164). Per ownership, the property did not convey with any favorable financing and/or conditions of sale. This transaction represented a below market transaction.

The appraiser discovered no additional recorded conveyance of the subject during the three years preceding this report's effective value date. Ownership indicated the property did not convey. Moreover, the subject was not offered "For Sale" in the local MLS or other major data-reporting services during this same period. The property has been actively listed for sale for 795 days on the Grand Forks MLS (#21-875) for \$699,000. It has also been listed on the GF-MLS (#23-289) for 131 days for \$20.08 per sq. ft.

The property is currently under contract for \$525,000. The grantor is Ross Hueber (owner), and the grantee is Batis Development Company. This transaction is a cash or cash equivalent offer. It features typical financing and conditions of sale for the marketplace.

| Subject's Current Ownership | |
|-----------------------------|---------------------------|
| <i>Owner</i> | <i>Information Source</i> |
| Ross Huebner | A Deed |

Flood Hazard

Property A

According to the appropriate Federal Emergency Management Agency (FEMA) flood map, which is identified below, the subject property is not located in a zone "A" special flood hazard.

| | |
|------------------|-------------|
| Flood Map Number | 38035C0587E |
| Flood Map Date | 12/17/2010 |
| Flood Zone | X500 |

Flood Maps published by FEMA are not precise. If anyone desires a precise determination of the subject's flood hazard classification, a professional engineer, licensed surveyor, or local governmental authority should make an exact determination.

Property B

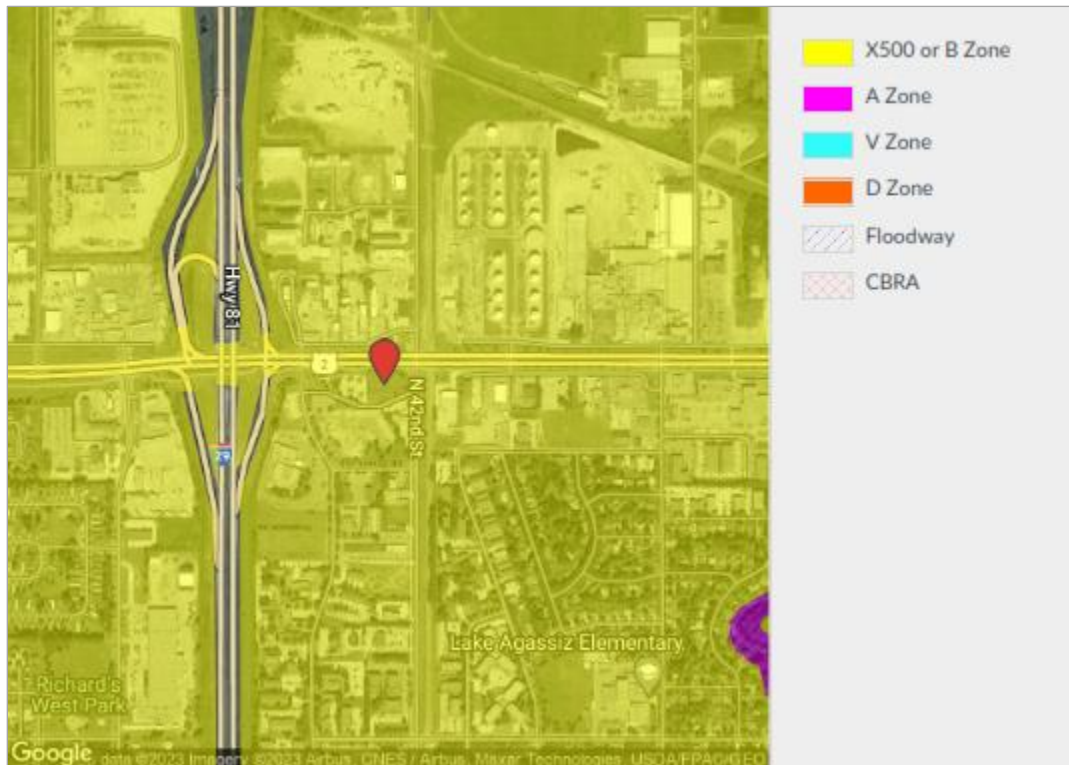
According to the appropriate Federal Emergency Management Agency (FEMA) flood map, which is identified below, the subject property is not located in a zone "A" special flood hazard.

| | |
|------------------|-------------|
| Flood Map Number | 38035C0587E |
| Flood Map Date | 12/17/2010 |
| Flood Zone | X500 |

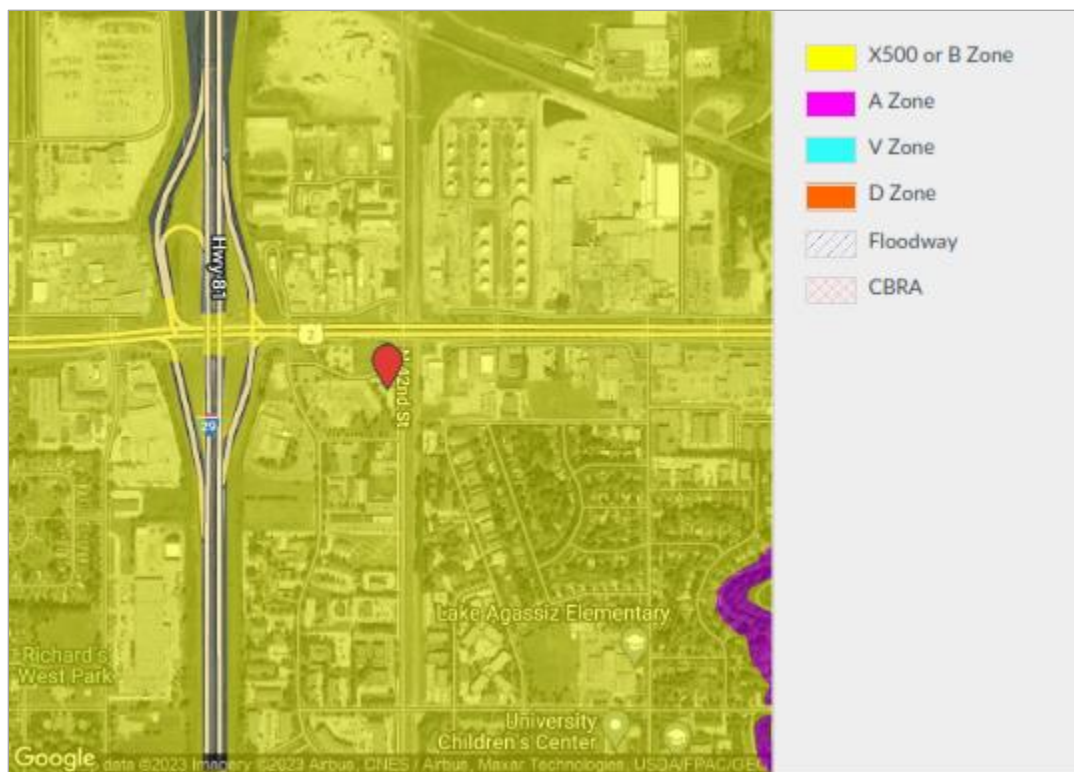
Flood Maps published by FEMA are not precise. If anyone desires a precise determination of the subject's flood hazard classification, a professional engineer, licensed surveyor, or local governmental authority should make an exact determination.

Flood Map

Property A



Property B



| Subject Site | |
|-------------------------------|--|
| <i>Size</i> | Property A: 50,094 sq. ft. Property B: 46,022 sq. ft. |
| <i>Easements</i> | Property A: Typical utility type Property B: Typical utility type |
| <i>Encroachments</i> | Property A: None know, known assumed Property B: None know, known assumed |
| <i>Shape</i> | Property A: Irregular Property B: Triangular |
| <i>Topography</i> | Property A: Generally level Property B: Generally level |
| <i>Curbs & Gutters</i> | Property A: Concrete curbs, concrete gutters Property B: Concrete curbs, concrete gutters |
| <i>Water & Sanitation</i> | Property A: Public water, public sewer Property B: Public water, public sewer |
| <i>Rear Alley</i> | Property A: None Property B: None |
| <i>Access</i> | Property A: Limited (see Access Map for details) Property B: Typical |
| <i>Street Paving</i> | Property A: Concrete Property B: Concrete |
| <i>Sidewalks</i> | Property A: Concrete Property B: Concrete |
| <i>Natural Gas</i> | Property A: Public Property B: Public |
| <i>Adjacent Road(s)</i> | Property A: 2-lane, 2-way Property B: 2-lane, 2-way |
| <i>Nearby Land Uses</i> | Property A: Predominantly commercial Property B: Predominantly commercial |
| <i>Electric</i> | Property A: Provided by public companies at prevailing rates Property B: Provided by public companies at prevailing rates |
| <i>Major Flaws</i> | Property A: None Property B: None |
| <i>Overall Features</i> | Property A: The land has typical features as compared to similar alternatives. Its overall locational attributes are fair/average relative to competitive parcels. Property B: The land has typical features as compared to similar alternatives. Its overall locational attributes are fair/average relative to competitive parcels. |

Subject Site

Access Map – Property A

Per the city planner, Ryan Brooks, Property A will not be granted direct access via Gateway Dr nor N 42nd St. Instead, access to the site be exclusively via the yellow arrows along the interior road. This interior road is in the process of being converted to a public road.

Therefore, Property A will benefit from high exposure along Gateway Dr and N 42nd St but feature limited access in comparison to other high-profile corner sites in the market area.



| Description of Existing Improvements (Property B only) | | |
|---|---|---|
| <i>Property Use</i> | Bank / General Purpose Commercial | |
| <i>Total Units</i> | 1 | |
| <i>Actual Age</i> | 48 years old | |
| <i>Const Quality</i> | Average | |
| <i>Bldg Height</i> | 1 Story | |
| <i>General Design</i> | Typical | |
| <i>Foundation</i> | Type & Material | Poured slab on grade concrete |
| <i>Predominant Exterior Materials</i> | Roof Cover Walls Windows | Rubber membrane Concrete & face brick Predominantly fixed in metal frames. |
| <i>Predominant Interior Materials</i> | Ceilings Partitions Floor Cover Trim Bsmt Finish | 2' x 4' suspended acoustical panels Painted drywall & wood paneling Carpeting (updated) & vinyl tiles (original) Cove base Not applicable |
| <i>Restrooms</i> | 02; Mostly average quality with white plumbing fixtures, vanity sinks, and vinyl tile floor cover. | |
| <i>Heating</i> | A central natural gas fired forced air system warms the building. | |
| <i>Cooling</i> | A central natural gas fired AC system cools the entire building. | |
| <i>Water Heater</i> | An electric central water heater serves the building. | |
| <i>Electrical System</i> | Circuit distribution is controlled by circuit breakers.. Most illumination provided by incandescent fixtures. | |
| <i>Protections</i> | A fire alarm, security system, and smoke detectors protect the building. | |
| <i>On-Site Parking</i> | Ample concrete paved outdoor spaces. There are about 20 spaces total or 7.0 spaces per 1,000 square feet of gross building area (rounded). | |
| <i>Landscaping</i> | Typical for area | |
| <i>Needed Major Repairs</i> | The roof is leaking. According to Right Way Restoration Construction, the cost to reseal the suspected areas is ±\$5,817. The roof will require replacement within 3-5 years. The contractor estimate is included in the addendum section of this appraisal report. | |
| <i>Recent Replacements</i> | Ownership installed two (2) new gas furnaces and AC units approximately 10 years ago. | |
| <i>Atypical Aspects</i> | None | |
| <i>Functionality</i> | Adequate for intended use. . No functional obsolescence. | |
| <i>Overall Features</i> | Structural Soundness Building Systems Functional Efficiency Physical Condition Visual Appearance | Adequate Not checked, but believed operable Average/good Average relative to its competition Average as compared to most nearby buildings |

Real Estate Taxes

Throughout Grand Forks County, the Total Assessed Value is supposed to represent at least 90% of market value for all property types. However, according to the Grand Forks City Assessor, Brenda Sommer, the subject building is eligible for a tax exemption since it operates as a daycare facility. Under this exemption, the property is assessed strictly on the land value, not the value of the improvements. Under current regulation, this exemption runs in perpetuity provided the property continues to operate as a licensed daycare facility and renews the exemption on an annual basis. ‘

Property A

| | |
|--|-------------|
| <i>County</i> | Grand Forks |
| <i>Parcel ID #</i> | TBD |
| <i>Tax Year</i> | 2023 |
| <i>Land Assessment</i> | TBD |
| <i>Building Assessment</i> | TBD |
| <i>Total Assessed Value</i> | TBD |
| <i>Total Tax Dollars</i> | TBD |
| <i>Tax Amount Per Sq.Ft. of Building</i> | TBD |

Property B

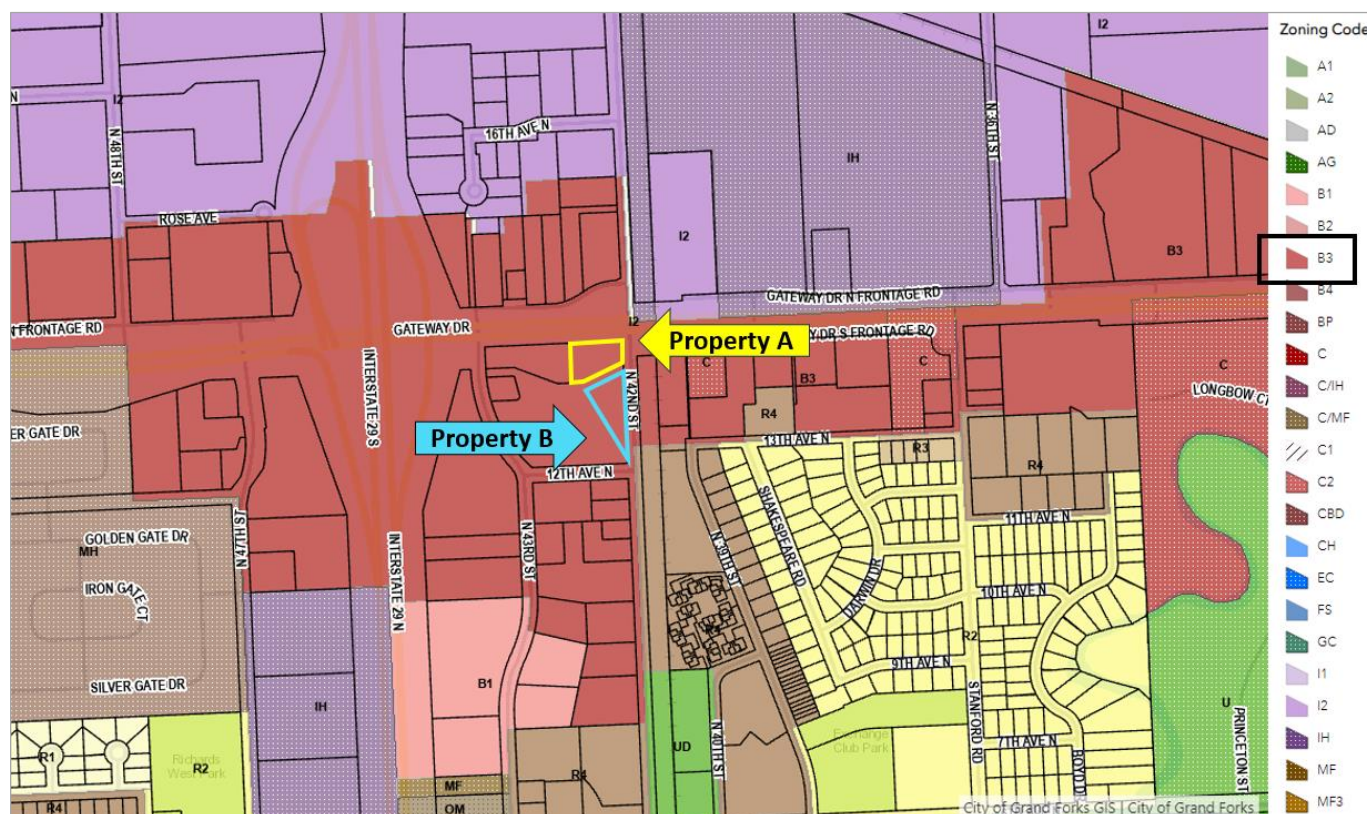
| Real Estate Assessed Values & Taxes Comparison | | | | | | | | |
|--|----------------------|-------------|-------------|--------------------|------------------------|---------------------|-------------|---------------------------------|
| # | Address | City | County | Land Assessment | Building Assessment | Total Assessment | 2023 Tax \$ | Tax Amount Per Sq.Ft. of GBA |
| S | SUBJECT | Grand Forks | Grand Forks | \$207,000 | \$303,000 | \$510,000 | \$8,090 | \$5.83 |
| 1 | 1111 S Washington St | Grand Forks | Grand Forks | \$123,000 | \$324,000 | \$447,000 | \$4,678 | \$3.29 |
| 2 | 921 N Washington St | Grand Forks | Grand Forks | \$104,000 | \$123,000 | \$227,000 | \$5,139 | \$2.14 |
| 3 | 3197 S 17th St | Grand Forks | Grand Forks | \$256,000 | \$115,000 | \$371,000 | \$5,610 | \$2.41 |
| 4 | 1119 N 42nd St | Grand Forks | Grand Forks | \$129,000 | \$176,000 | \$305,000 | \$4,849 | \$2.02 |
| Statistical Summary | | | | | | | | |
| Low | | | | | | | | \$2.02 |
| High | | | | | | | | \$3.29 |
| Median | | | | | | | | \$2.28 |
| Average | | | | | | | | \$2.47 |
| Standard Deviation | | | | | | | | 0.57210862 |
| Coefficient of Variation (COV) | | | | | | | | 23.21% |

Real estate taxes are a primary mechanism used by local government to gather the monies needed to fund operations. Too little funds can limit governmental services. Excessive tax burden can hinder real estate values.

Relative to the comparable sales, the subject is being taxed at a high rate. Further analysis is required to determine if the subject is paying excessive taxes or if the comparable sales are being undertaxed.

"This district is intended to provide an area located in close proximity to arterials or collectors in order that highway service types of land use can be provided and is designed to furnish a wide range of retail services and goods."

Zoning Map





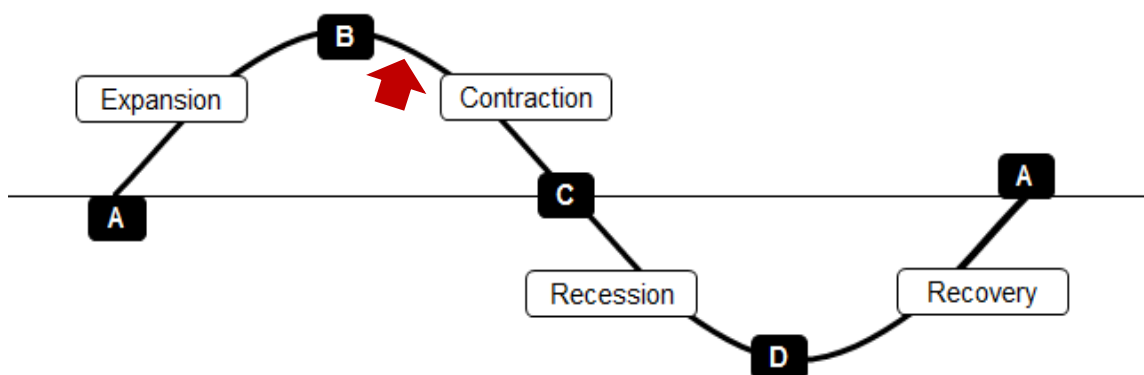
Analyses & Conclusions...

Value Introduction

For real estate consisting of land and building(s), there are three primary valuation methods - the cost approach, sales comparison approach, and income approach. Unless stated otherwise, only those considered applicable and necessary to produce credible results are developed in this report.

Real Estate Cycles

Real estate generally has four market cycles. "Understanding where the market is and forecasting the extent of duration of the cycle are important in projecting the pattern of future income."¹ These cycles are depicted below.



The red arrow depicts the appraiser(s) opinion of the subject's position in the market cycle.

| Segment | Name | Characteristics |
|--|-------------|---|
| AB | Expansion | Growing demand, rental rates climbing above replacement cost, decreasing vacancy, concessions not prevalent, high profit potential stimulating much new construction |
| BC | Contraction | Stable to weakening demand, stable to weakening vacancy, small concessions beginning to occur, rents stable to mildly weakening, profit potential shrinking so new construction slowing |
| CD | Recession | Stagnant to declining demand, vacancy growing, rental rates falling, significant concessions prevalent, new construction virtually halted |
| DA | Recovery | Demand strengthening, vacancy shrinking, rental rates starting to climb, concessions shrinking, new construction beginning to occur |
| Time until the next major point | | 1 to 2 years |

¹ *Advanced Concepts & Case Studies*, pg 253, Appraisal Institute, copyright 2010

Market Analysis

Introduction

The market area is the physical area where similar properties effectively compete. It can also be envisioned as the area that contains the all the primary competition, and in certain cases, some secondary competition. Market areas may contain one or more neighborhoods, districts, cities, counties, or states.

A general overview of the subject's 5-mile market area is now presented:

| GRAND FORKS CITY, ND | | | | | |
|---------------------------------|---------|-------|-------------------------------|--------|-------|
| DESCRIPTION | VALUE | CAGR* | DESCRIPTION | VALUE | CAGR* |
| POPULATION TOTAL | | | HOUSEHOLDS | | |
| 2000 Census | 49,416 | | 2000 Census | 19,686 | |
| 2010 Census | 52,897 | | 2010 Census | 22,295 | |
| 2020 Census | 59,168 | | 2020 Census | 25,447 | |
| 2022 Estimate | 60,147 | | 2022 Estimate | 26,028 | |
| 2027 Projection | 61,053 | | 2027 Projection | 26,656 | |
| Δ 2000-2010 | 7.0% | 0.7% | Δ 2000-2010 | 13.3% | 1.3% |
| Δ 2010-2019 | 11.9% | 1.1% | Δ 2010-2019 | 14.1% | 1.3% |
| Δ 2020-2022 | 1.7% | 0.8% | Δ 2020-2022 | 2.3% | 1.1% |
| Δ 2022-2027 | 1.5% | 0.3% | Δ 2022-2027 | 2.4% | 0.5% |
| HOUSING UNITS | | | HOUSEHOLDS BY INCOME | | |
| Total (2022 Estimate) | 28,600 | | Total (2022 Estimate) | | |
| Owner Occupied | 40.3% | | <\$15,000 | 11.5% | |
| Renter Occupied | 50.7% | | \$15,000 - \$24,999 | 11.7% | |
| Vacant Housing Units | 9.0% | | \$25,000 - \$34,999 | 7.9% | |
| Total (2027 Projection) | 29,230 | | \$35,000 - \$49,999 | 9.9% | |
| Owner Occupied | 40.7% | | \$50,000 - \$74,999 | 16.0% | |
| Renter Occupied | 50.5% | | \$75,000 - \$99,999 | 15.3% | |
| Vacant Housing Units | 8.8% | | \$100,000 - \$149,999 | 16.7% | |
| MEDIAN HOME VALUE | | | \$150,000 - \$199,999 | 5.7% | |
| 2022 Estimate | 262,008 | | \$200,000+ | 5.2% | |
| 2027 Projection | 274,457 | | Total (2027 Projection) | | |
| Δ 2022-2027 | 4.8% | 0.9% | <\$15,000 | 10.4% | |
| AVERAGE HOME VALUE | | | \$15,000 - \$24,999 | 10.5% | |
| 2022 Estimate | 284,245 | | \$25,000 - \$34,999 | 7.3% | |
| 2027 Projection | 294,736 | | \$35,000 - \$49,999 | 9.7% | |
| Δ 2022-2027 | 3.7% | 0.7% | \$50,000 - \$74,999 | 14.8% | |
| MEDIAN HOUSEHOLD INCOME | | | \$75,000 - \$99,999 | 16.7% | |
| 2022 Estimate | 61,815 | | \$100,000 - \$149,999 | 16.6% | |
| 2027 Projection | 69,150 | | \$150,000 - \$199,999 | 8.0% | |
| Δ 2022-2027 | 11.9% | 2.3% | \$200,000+ | 6.0% | |
| AVERAGE HOUSEHOLD INCOME | | | AVERAGE HOUSEHOLD SIZE | | |
| 2022 Estimate | 83,868 | | 2022 Estimate | 2.16 | |
| 2027 Projection | 93,905 | | 2027 Estimate | 2.15 | |
| Δ 2022-2027 | 12.0% | 2.3% | UNEMPLOYMENT RATE | | |
| | | | 2022 Estimate | 2.7% | |

* Compound Annual Growth Rate

Source: Site To Do Business

Market Analysis

Grand Forks City Limits Market Area Synopsis

Demographics

| | |
|-------------------------|-----------------------------|
| Physical Area | City limits |
| Recent Population Level | Mildly rising near 60,000 |
| Household Income | Mildly rising near \$65,000 |

Local Unemployment

| | |
|-------------------------|--------------|
| Physical Area | City limits |
| Recent Pattern | About stable |
| Approx. Current Percent | 3.0% |

Financing

(for real estate like subject)

| | |
|-----------------------------|---|
| General Loan Availability | Ample availability; requirements mildly difficult |
| Interest Rate Range | 6.50% to 9.00% |
| Typical Loan-to-Value Ratio | 70% to 80% |
| Typical Amortization Years | 20 to 25 years |
| Loan Maturity / Balloon | 5 to 10 years |

Market Analysis

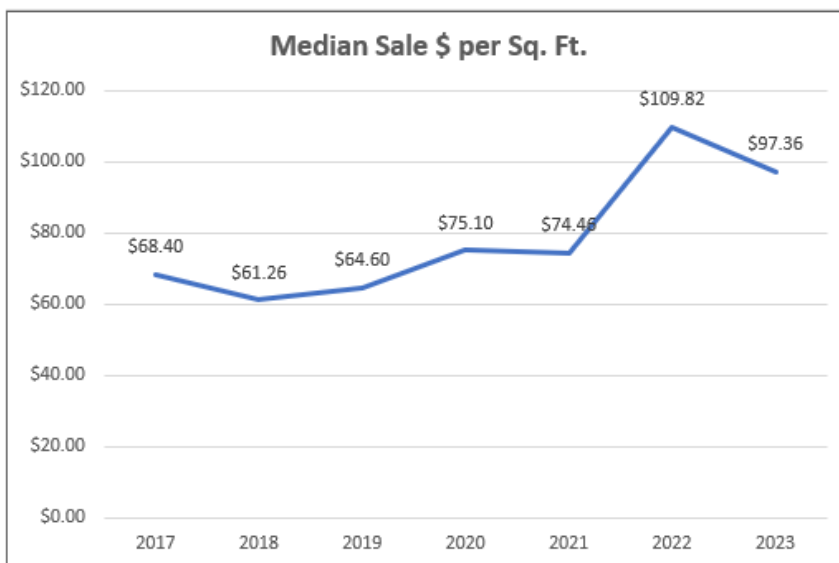
Commercial Real Estate

The commercial real estate sector continues to offer investor stability. This property type frequently sells off-market. Due to the relatively small size of Grand Forks, there are limited closed transactions. Furthermore, there are even less truly comparable vacant land transactions. Therefore, the appraiser curated all (per the Grand Forks city assessment department) multifamily, commercial, and industrial sales.

The data portrays the median sale price per square foot as follows:

The median price per square foot indicates an upward historical trend from 2017 through 2022. The recent interest rate surge compressed property values by increasing the cost of capital. This equates to an approximate 11% decline between 2022 and 2023. Nevertheless, the Grand Forks market remains healthy. This assertion is supported via multiple brokers in the marketplace and the Site to Do Business demographic data.

Both the short and long-term prospects of the commercial real estate sector remain cautiously optimistic.



Real Estate Like Subject

Rental Market

| | |
|--|---|
| Inventory of Competing Property For Rent | Limited (predominantly owner-occupied building) |
| Rent Controls | None |
| Rent Concessions | Few and Minor |
| Expected Near Future Rent Change | Expected to mildly increase |

Sales Market

| | |
|--|-------------------------|
| New Construction | Some |
| Inventory of Competing Property For Sale | Limited |
| Expected Near Future Price Change | Expected to mildly rise |
| Marketing Times | Stable |

Overall Market Conditions

Stable to mildly favorable

Highest and Best Use

Introduction

A highest and best use identifies the most reasonably probable and appropriately supported use of the property appraised. Since market conditions change, a property's highest and best use may change as well. This analysis is an essential step in the determination of market value. Market dynamics determines a property's use and an appraisal values that use. Practically speaking, a highest and best use analysis forms a framework for the proper selection of comparables.

There are two types of highest and best use. The first is highest and best use of land as though vacant. If a building already exists, the second variety is highest and best use as though now improved. The later considers whether the existing building should be retained as is, demolished, remodeled, renovated, repaired, enlarged, or converted to an alternate use. Both types require separate analyses. Current usage may or may not be different from the near future highest and best use.

There are four main tests in a highest and best use analysis, which are summarized below.

- Legal permissibility - governmental requirements and limitations like zoning are considered as well as other legal issues like deed restrictions, easements, and leases.
- Physical attributes like size, design, and physical condition are weighed
- Financial feasibility is ascertained via either an implied or calculated method
- Maximum productivity is determined

If more than one use survives the first three tests, the use that produces the highest, appropriately supported, positive value with the least risk is the highest and best use.

Demand analyses can be categorized into two different levels of detail - Inferred and Fundamental. A fundamental analysis forecasts future demand from projections of broad demographic and economic data like population, income, and employment. Existing supply is inventoried. Then, the relationship of supply and demand is weighed to determine residual demand. If residual demand is positive, more of that property type is needed. Of course, the opposite is also true.

An inferred analysis is based on local trends and patterns from which inferences are made. This type analysis presumes that recent past trends will continue for the near future. Sale prices, number of competitive listings, marketing intervals, and / or price changes for other similar properties infer there is adequate demand for the subject at a price level congruous with the available data. An inferred analysis emphasizes historical data while a fundamental analysis is based on expected future occurrences.

There are two types of highest and best use - “as though now vacant” and “as though now improved”. The former presumes the land is vacant and available for development. The latter considers whether the building should be retained as is, renovated, remodeled, repaired, enlarged, demolished, or converted to an alternate use.

Highest and Best Use

Buyer Types

The most likely buyer type is crucial to highest and best use. Different buyer types have different motivations and different perceptions of risk. The buyer type must be identified to better understand applicable approaches and the selection of cap rates and yield rates. Different buyer types are defined below.

- | | | |
|---|------------------------|--|
| 1 | Owner-User | Acquires real estate mostly for its use or control. Vacancy & investment yield are not primary criteria. Property suitability is the major objective. Typically, a medium to long-term owner. |
| 2 | Secure Income Investor | Seeks an established, secure income stream; normally does not change the property in any meaningful way. Usually favors a long-term ownership. |
| 3 | Developer | Acquires real estate to physically or legally change it in some significant fashion; accepts substantial risk so expects major reward over a short-to-medium holding period. |
| 4 | Speculator | Buys real estate solely as an investment with most of the reward at termination. Property use is not a primary consideration; medium-to-long-term holding period; Usually buys during very weak market conditions, so accepts huge risk. Mantra: buy low, sell high. |
| 5 | Value Growth Investor | Buys real estate mostly for price appreciation. Property use is usually not a major consideration. Typically buys during conditions of rapidly increasing prices; prefers a short-to-medium ownership period. |

Ideal Improvement

Identification of the "**ideal improvement**" is an essential element of highest and best use. If the property appraised is vacant land, the ideal describes what should be built. If the existing improvements (one or more buildings and site improvements) have the same or similar attributes as the ideal, then the existing improvements have no or minimal depreciation. Obviously, the opposite also applies. The described ideal improvement is as specific as market data will allow. The ideal improvement is the physical use of the land as though vacant.

This appraisal's highest and best use was based, in part, on an inferred demand analysis. Following below are summary considerations used to form two highest and best use determinations for the property appraised.

- Zoning permits B3 (general business) uses or related accessory uses.
- Nearby lands are compatibly zoned. There are no known deed restrictions, leases, or other legal issues, which preclude or delay the highest and best use.
- Physical attributes of the property appraised are well suited to serve the use identified below. Usage of the property in this fashion produces a positive reward with acceptable risk.

Highest and Best Use

Timing of Use

A crucial component of a highest and best use is timing. If the timing of a use is not now, when is it? When timing for a specific use cannot be identified, then that use is not the best. If the highest use is not within a decade, then the time-value of money usually precludes that use. When the timing of a use is within a few years, what is the interim use? Remaining dormant is a legitimate interim use.

Most Likely User

The most likely user is also important. Clearly, users of an age-restricted, multiunit residential structure have needs and preferences that are much different from young married couples with small children. Similarly, the most likely buyer of a handicap accessible home is a handicap person. This most-likely buyer would perceive the special physical features as beneficial, not detrimental. Preferences and needs of the most likely user affect value, so the most likely user should be identified to judge the extent that existing or proposed improvements fulfill those preferences or needs. Nationally-recognized users typically pay higher prices and rents as compared to local users.

Highest & Best As Though Now Vacant Land

| | |
|------------------------|---|
| Physical Use | Property A: A one-story retail-oriented property with a drive-thru Property B: A general purpose commercial building |
| Timing of Physical Use | Immediately develop with the physical use |
| Interim Use | No Interim Use |
| Market Participants | |
| Most Likely Buyer | A developer for immediate improvement |
| Most Likely User | The buyer |

Property A:

The site is located on the corner of Gateway Dr and N 42nd St. It has access to typical public utilities and adequate drainage capabilities. There is ample space for a drive thru with multiple lanes benefiting the corner site's high visibility. Surrounding improvements are a combination of general-purpose commercial, public use, and light industrial. As unimproved, the site appears to be physically developable.

The subject property is zoned B3: General Business. Permitted uses include retail, office, and general-purpose commercial building types and businesses. There are no known deed restrictions, leases, or other legal issues, which preclude or delay the highest and best use.

The site features high visibility and mediocre access. As constituted, there is no direct access from Gateway Dr. The site is best suited for a general-purpose retail-oriented business that emphasizes a drive-thru.

Therefore, the highest and best use as vacant is for a general-purpose retail-oriented property purchased by a developer for immediate improvement.

Highest and Best Use

Property B:

The site is located one block south of the Gateway Dr and N 42nd St intersection. It is a non-corner parcel along N 42nd St. It has access to typical public utilities and adequate drainage capabilities. There is ample space for a drive-thru with multiple lanes. Surrounding improvements are a combination of general-purpose commercial, public use, and light industrial. As unimproved, the site appears to be physically developable.

The subject property is zoned B3: General Business. Permitted uses include retail, office, and general-purpose commercial building types and businesses. There are no known deed restrictions, leases, or other legal issues, which preclude or delay the highest and best use.

The site features good visibility and average access. As constituted, the exposure is insufficient for a national retail-oriented tenant. The triangular shape of the parcel limits building options to a small building relative to the parcel's overall size. The site is best suited for a general-purpose commercial use.

Therefore, the highest and best use as vacant is for a general-purpose commercial use purchased by a developer for immediate improvement.

Highest and Best Use

Highest & Best As Though Now Improved

| | |
|------------------------|--|
| Physical Use | Property A: None – property is vacant land Property B: Its current use / reconfiguration for use as a general-purpose commercial building |
| Timing of Physical Use | Immediate |
| Interim Use | No Interim Use |
| Market Participants | |
| Most Likely Buyer | Property A: A national tenant/business with a drive thru |
| Most Likely User | Property B: An owner occupant |

Property A:

See the highest and best use analysis as though vacant.

Property B:

The subject building totals 2,856 square feet. The subject site is connected to public utilities. The building features standard finishes for the banking and/or general commercial use market. It is currently configured as a bank but can be easily modified. The building has a breakroom, several offices, two total bathrooms, a utility room, and a large open area.

As currently constituted, the subject adheres to all physical and legal requirements per the city/county office. It *may* be financially feasible to significantly alter its current highest and best use, but not maximally productive to do so. Similar buildings in the marketplace have been modestly reconfigured to accommodate professional office uses. Examples include Sale Comparables 1, 2, and 4 which operated as banks and either were or are in the process of being converted to similar professional uses: realtor, law, and therapist offices.

It would not make economic sense to return the site to vacant land or to tear down the subject and build another. The value of the site vacant less demolition costs would not exceed the worth of the current building “as is”.

Therefore, the highest and best use of the subject parcel is to be modestly refurbished for a similar professional office use. The physical attributes of the property appraised are well suited to serve the identified use. Usage of the property in this fashion produces a positive reward with acceptable risk. The timing of the use is immediate, eliminating any potential interim use. The most likely buyer is an owner-occupant. The timing of the use is immediate.

Considering the foregoing highest and best use determinations, comparables were selected with the same or similar highest and best use. This data is very influential while forming a value opinion for the property appraised.

Land Value

Introduction

Property A:

The best method of valuing vacant land is the sales comparison approach. In an appraisal, the real estate being appraised is referred to as the “subject” or “subject property”. Properties possessing characteristics that are physically and locationally similar to the subject are called “comparables” or “comparable sales”. This approach compares prices, terms, and features of similar properties that sold quantitatively. Differences are noted. Dissimilarities between the subject and comparables are categorized into elements of comparison. To compensate for dissimilarities, adjustments are applied to the sale prices of the comparable sales. Then, a value opinion for the subject is reconciled from the range in adjusted sale prices. The resultant value opinion is called "Market Value" or "Value in Exchange”.

Factors considered most important while forming an opinion of land value include:

- ◆ Prominence of location
- ◆ Date of sale
- ◆ Size and usefulness
- ◆ Availability of utilities
- ◆ Utilities
- ◆ Topography

Numerous sales were reviewed, however, only those deemed most comparable were selected for detailed analysis. All conveyed on an “arm’s length” basis except if specifically noted otherwise. In this case, there is limited market data available to quantitatively extract market derived adjustments. Consequently, the land sales shown are presented in a qualitative format to support the market value of Property A.

Property B

An estimate of land value is needed to develop an indication of worth via the cost approach. In this report, the cost approach is deemed not necessary to produce credible results, so a detailed land valuation was intentionally omitted.

Deductive reasoning however indicates that Property B’s vacant land value per square foot is worth less than Property A’s vacant land value per square foot. This is attributable to Property A’s higher traffic count, greater visibility, and rectangular parcel shape, increasing the functional utility of the site relative to Property B.

Land Value

Relative Ranking Comparison

Property A:

| Sale # | Address | City, State | Sale Date | Sale Price | Unpd Specials | Adj. Sale Price | Market Conditions | Adj. Sale \$ | Land Sq. Ft. | Location | Traffic Count | Corner | Value Growth Potential | Access | Overall Comparability | Adj. Sale \$ per Sq.Ft. |
|-------------------|-----------------------|-----------------|-----------|------------|------------------|--------------------|----------------------|-----------------|-----------------|-----------|------------------|--------|---------------------------|----------|--------------------------|----------------------------|
| 1 | 1750 47th Ave S | Grand Forks, ND | Jan-2020 | 628,408 | 42,150 | 670,558 | \$167,640 | \$796,048 | 78,408 | Similar | Inferior | Yes | Superior | Superior | Superior | \$10.15 |
| 2 | 4781 S Washington St | Grand Forks, ND | Nov-2020 | 180,000 | 31,360 | 211,360 | \$52,840 | \$232,840 | 25,935 | Similar | Inferior | Yes | Similar | Similar | Similar | \$8.98 |
| 3 | 3950 S Columbia Rd | Grand Forks, ND | Feb-2020 | 225,000 | 5,653 | 230,653 | \$57,663 | \$282,663 | 33,098 | Similar | Inferior | No | Superior | Superior | Similar | \$8.54 |
| 4 | 4177 S Columbia Rd | Grand Forks, ND | Nov-2021 | \$684,690 | \$63,331 | 748,021 | \$187,005 | \$871,695 | 114,115 | Inferior | Inferior | No | Similar | Similar | Inferior | \$7.64 |
| | | | | Min | | | | 232,840 | | | | | | | | \$7.64 |
| Statistics | | | | Max | | | | 871,695 | | | | | | | | \$10.15 |
| | | | | Avg | | | | 545,812 | | | | | | | | \$8.85 |
| | | | | COV | | | | 61.32% | | | | | | | | 11.8% |
| Subj | 4251 Gateway Dr / TBD | Grand Forks, ND | Aug-2023 | Not A Sale | | | | | 50,094 | Very Good | 17,000 | | | | | |

Analysis & Conclusions

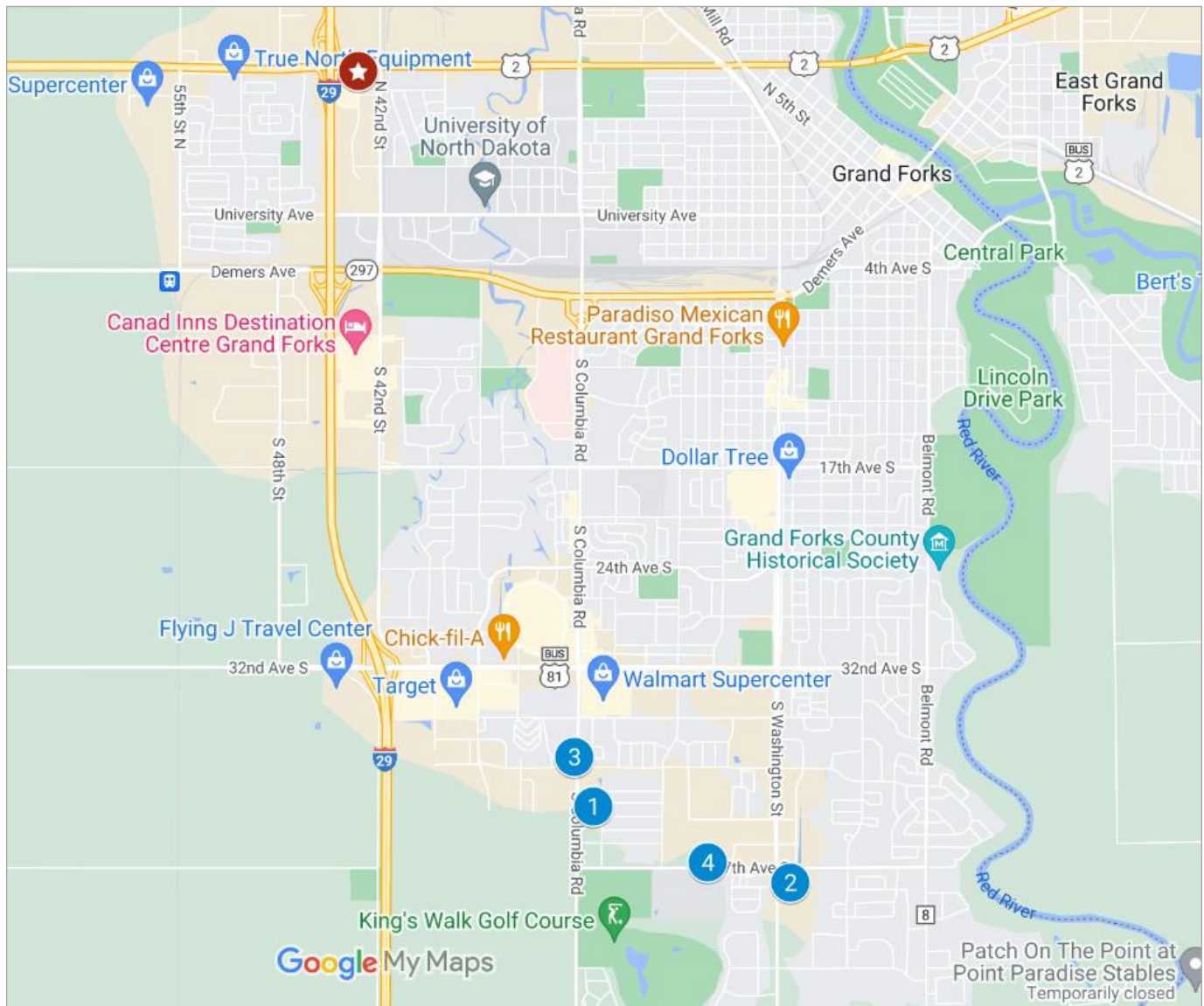
The subject and all cited comparable sales share several characteristics. They are all located in Grand Forks, feature prominent locations and benefit from comparable zoning permissions. These commonalities justify inclusion of these transactions in this analysis.

The appraiser is aware that all transactions are slightly dated. This is not ideal. Sometimes in the real-world perfect data is unavailable, and this is one of those cases. In this instance, there are no truly comparable recent conveyances in the marketplace with more similar characteristics. Most sites, suitable for national companies, on prominent avenues throughout the city limits of Grand Forks have already been developed, much less sold recently as vacant land. This assertion is even more applicable to corner sites like the subject.

Therefore, the most credible technique to support the subject's market value is to use slightly dated sales and adjust upwards for market conditions.

Land Value

Sale Location Map



Land Value

Sale Photos



VACANT LAND SALE 1: 1750 47TH AVE S



VACANT LAND SALE 2: 4781 S WASHINGTON ST



VACANT LAND SALE 3: 3950 S COLUMBIA RD



VACANT LAND SALE 4: 4177 S COLUMBIA RD

Land Value

Analysis & Conclusions

Transactional Adjustments

Property Rights Agreements or laws create partial interests in real estate. A deed restriction or life estate usually reduces rights and value. If the subject is not affected by these limitations and a comparable is, then the comparable's sale price needs an upward property rights adjustment. In another situation, unfavorable leases eliminate a landlord's right to collect market rent, so the real estate sells for a below-market price. If the property appraised has no lease adversities and a comparable does have unfavorable leases, then the comparable requires upward adjustment. Unless stated otherwise, property rights are virtually the same for the subject and all cited conveyances. Hence, no adjustments are necessary for this element of comparison.

Financing Sub-market financing is a common technique used to finance the acquisition of real estate during periods of high interest rates. When non-market financing is used, the financing may be favorable to the buyer, so the sale price is inflated. The escalated price can be envisioned as a composite of the worth of real estate plus the value of advantageous financing. Since value created by financing is not real property, the contribution of the advantageous financing must be deducted from total sale price to derive market value for just the realty. On the opposite hand, there are instances where the buyer assumes unfavorable financing, so the sale price is diminished. In the latter case, an upward adjustment must be applied to the sale price of the comparable thus deriving the market value of the real estate. Unless a statement is made to the contrary, non-market financing was not used to acquire any comparable sale cited in this report. Therefore, no compensations are needed for financing.

Conditions of Sale An adjustment for conditions of sale is necessary when a criterion of market value is violated. It could compensate for unusual buyer or seller motivations. For instance, when a seller gives a buyer an atypical rebate, discount, credit, or something of value to induce a conveyance, the sale price is usually inflated. In this case, it is logical to deduct the worth of the giveback from the sale price. Residual sums represent the property's market value. In another scenario, a buyer may pay a premium to facilitate an assemblage. In this instance, the premium must be deducted from the sale price to derive market value for that conveyance. Unless stated otherwise, no adjustments are necessary for conditions of sale.

Expenditure Post Sale This is a situation when a buyer is compelled to invest additional money into a property immediately after acquisition for some atypical reason. Post-sale invested sums are appropriately added to a comparable's sale price thereby producing an adjusted sale price. Examples are demolition costs or building-code compliance costs.

In this case, most of the comparables also are burdened by a remaining unpaid special assessment balance. Technically, the special assessment balance should be calculated as the present worth of the remaining balance. However, market participants in the "real world" do not think nor behave in this manner but rather add the remaining unpaid balance to the sale price. Therefore, the sale price plus the remaining unpaid special assessment balance equals the adjusted sale price.

Market Conditions Adjustments for market conditions are commonly referred to as time adjustments, but this is misleading. Value does not change due to the passage of time; sometimes it remains stable. Often real estate values fluctuate due to changes in supply and demand, interest rates, employment, or inflation. This type adjustment compensates for the change in market conditions between a sale's transaction date and a later point in time. All cited comparables conveyed between January 2020 and this report's effective value date. The market analysis section of this report indicates that that improved buildings appreciated roughly 30%. New construction continues in the market, so it is reasonable to conclude that vacant land has appreciated at a similar rate. However, as gentrification and new construction progress, development continues to expand predominantly southward. Subjective probability assessment indicates that properties in the northern portion of Grand Forks appreciate at a slower pace. Therefore, the appraiser is reconciling all comparable transactions at a tempered rate of +25%.

Land Value

Analysis & Conclusions

Property Elements

Since the subject's immediate vicinity has been fully developed for several years, there are few, if any, conveyances of truly similar land. Therefore, an opinion of the subject's land value was developed via a qualitative analysis.

Comparable 1: This sale conveyed on 01/22/2020 for \$628,558. The grantor was Miskagisi Property A, LLC and the grantee was EWR Grand Forks et al. It features a very good location and comprises part of a "medical office" area. It features a lower traffic count relative to the subject's site but sits on a corner. It is near new development and high household incomes. It also feature superior access. Overall, it is superior to the subject site.

Comparable 2: This sale conveyed on 11/05/2020 for \$180,000. The grantor was Monica Musich, and the grantee was Farmers Union Oil Company of Moorhead, Minnesota. This sale features a good location; however, it is not directly located on S Washington St. It is located a ½ block off the intersection with 48th Ave S. It features a lower traffic count relative to the subject's site but sits on a corner. It is in closer proximity to new development and higher household incomes. Overall, it is similar to the subject site.

Comparable 3: This sale conveyed on 02/13/2020 for \$225,000. The grantor was HDD, Inc, and the grantee was Keflavik Foster LLC. This sale features a good location on S Columbia one block north of the intersection of 40th Ave S. It is about four blocks south of Walmart and surround by lots of residential housing. It features a lower traffic count relative to the subject site but benefits from a high growth potential. It is near new development and higher household incomes. Overall, it is similar to the subject site.

Comparable 4: This sale conveyed on 07/23/2021 for \$684,690. The grantor was Useldinger LLLP et al., and the grantee was Soco Group II, LLC. This sale features a good location; however, it is not directly located on S Columbia Rd. It is located a ½ block off the intersection with 43rd Ave Cir. It features a much lower traffic count relative to the subject site. Furthermore, it is not situated on a corner; however, it is in closer proximity to new development and higher household incomes. Overall, it is inferior to the subject site.

Reconciliation:

Overall, the subject benefits from high visibility and traffic counts relative to its competition but is adversely impacted from being part of a less desirable retail/office neighborhood than the comparable sales. Most importantly, it is a corner site, but access is limited to the backside of the site.

Although difficult to quantify numerically, the subject's proximity to the planned Career Impact Academy produces a positive upside for the nearby parcel.

Therefore, after careful consideration of all information hereinto, the market data indicates the subject's supportable land value as follows:

| | | | | | |
|---|--------|-----------|--------|---------------|-----------|
| Subject Parcel(s) | 50,094 | Sq. Ft. @ | \$8.75 | Per Sq. Ft. = | \$438,323 |
| <i>Indicated Market Value of Subject Land "As Is"</i> | | | | | \$440,000 |
| <i>Via Sales Comparison, Say</i> | | | | | |

Cost Approach

A cost approach provides an approximation of the depreciated reconstruction cost of the improvements. Added thereto is the worth of the land as though vacant. This approach is most applicable for new, or like new structures due to less uncertainty when estimating reconstruction cost or depreciation, if any. As the building age increases, depreciation based on visual observation, becomes subjective. Additionally, the transference of real estate is seldom negotiated on a depreciated cost basis.

Property A is a vacant site. The cost approach is not applicable. Property B does not require the cost approach to produce credible assignment results. Therefore, this value indication was intentionally omitted from this appraisal report.

Sales Comparison Approach

Introduction

* Disclaimer – this section pertains strictly to the valuation of Property B. For further valuation details pertaining to Property A, please consult the Land Value section of this appraisal report.

The sales comparison approach is based upon the Principle of Substitution. This principle contends an informed buyer would pay no more for a property than the price of acquiring an equally desirable substitute in an open, competitive market.

In an appraisal, the real estate being appraised is referred to as the “subject” or “subject property”. Properties possessing characteristics that are physically and locationally similar to the subject are called “comparables” or “comparable sales”. This approach compares prices, terms, and features of similar properties that have sold. Differences are noted. Dissimilarities between the subject and comparables are categorized into elements of comparison. To compensate for dissimilarities, adjustments are applied the sale prices of the comparable sales. Then, a value opinion for the subject is reconciled from the range in adjusted sale prices. The resultant opinion of worth is called "Market Value" or "Value in Exchange.”

Some of the following transactions may have employed favorable financing. As used herein, the term favorable financing means some type of debt arrangement the buyer could not reasonably have obtained from a disinterested third-party lender. Those transactions utilizing favorable financing were adjusted to a cash basis. Cash equivalency adjustments are required by USPAP. All sales conveyed on an “arm’s length” basis unless specifically noted otherwise. An “arm’s length” transaction is an agreement between unrelated parties with typical motivations in a competitive market.

Numerous conveyances were considered on a preliminary basis. Those cited in this appraisal report were judged most comparable. They are presented to exhibit their sale prices per square foot of gross building area including the land.

Sales Comparison Approach

Improved Data Sheet

Comparable 1



Property Name: N/A
Address: 1111 S Washington St
City, State, Zip: Grand Forks, ND 58201
County: Grand Forks
Property Type: Retail
Property Subtype: Restaurant
Tax ID #: 44.1310.002.01
MLS #: N/A
Verification Source: City Assessor; NDRIN #816251



PROPERTY INFORMATION

| | | | |
|--------------------------------|------------|--|-----------------|
| Site Area (sf): | 15,400 | Year Built: | 1964 |
| Site Area (ac): | 0.35 | No. of Buildings: | 1 |
| Land to Building Ratio: | 11.10 | Number of Stories: | 1 |
| Gross Building Area: | 1,387 | Number of Total Units: | 1 |
| Construction Quality: | Average | Zoning: | Commercial (B3) |
| Condition: | Average | Approx. Number of Parking Spaces: | 19 |
| Needed Repairs: | None noted | Approx. Parking Ratio (# of spaces per 1,000 sf): | 13.5 |
| | | Drive Thru: | Yes |

SALE INFORMATION

| | | | |
|--|-----------------------|---------------------------|------------|
| Status: | Closed Sale | Date of Sale: | 06/29/2021 |
| Grantor: | RJC, Inc. | Days on Market: | Unknown |
| Grantee: | Rogue Investments LLC | Sale Price: | \$370,000 |
| Value Estate: | Fee Simple | Price per SF: | \$266.76 |
| Financing: | N/A | Adj. Sale Price: | \$370,000 |
| Condition of Sale: | Typical | Adj. Price per SF: | \$266.76 |
| Expenditures Immediately Post Sale: | N/A | Occupancy: | Vacant |
| Date of Prior Sale/Transfer | > 1 year | NOI: | N/A |
| Price of Prior Sale/Transfer | N/A | OAR: | N/A |
| | | PGIM: | N/A |

COMMENTS

The property is a 1,387 square foot single tenant fast food building that was previously operating as a Taco John's. The most recent notable improvement update prior to sale was a 246 square foot addition constructed in 2006. The restaurant was also remodeled at the same time. The building overall is comprised of average construction featuring an EIFS exterior, wood framing and flat roof. There is ample parking for a small retail building but no additional room for expansion is available. The property has great visibility as the building footprint sits "on top of the street". It is situated along a "fast food hub" with McDonald's, Dairy Queen, and Subway all within two blocks. The property features direct access from both directions of S Washington St and rear access from the back alley. The site benefits from a heavy traffic count of $\pm 29,000$ VPD. Value growth potential is average for the market. The photo pictured reflects the newly renovated coffee shop, Scooters, and is not representative of the building on the date of sale.

Sales Comparison Approach

Improved Data Sheet

Comparable 2



Property Name: N/A
Address: 921 N Washington St
City, State, Zip: Grand Forks, ND 58203
County: Grand Forks
Property Type: Office
Property Subtype: Bank
Tax ID #: 44.1101.327.00
MLS #: GF 23-570
Verification Source: City Assessor; Ownership



PROPERTY INFORMATION

| | | | |
|--------------------------------|-----------|--|------|
| Site Area (sf): | 20,822 | Year Built: | 1963 |
| Site Area (ac): | 0.48 | No. of Buildings: | 1 |
| Land to Building Ratio: | 14.63 | Number of Stories: | 1 |
| Gross Building Area: | 1,423 | Number of Total Units: | 1 |
| Finished Area: | 1,423 | Approx. Number of Parking Spaces: | 13 |
| Construction Quality: | Average | Approx. Parking Ratio (# of spaces per 1,000 sf): | 9.0 |
| Condition: | Very Good | | |
| Needed Repairs: | None | | |

SALE INFORMATION

| | | | |
|--|-------------|---------------------------|----------------|
| Status: | Closed Sale | Date of Sale: | Active Listing |
| Grantor: | N/A | Days on Market: | 97 |
| Grantee: | N/A | List Price: | \$350,000 |
| Value Estate: | Fee Simple | Price per SF: | \$245.96 |
| Financing: | N/A | Adj. List Price: | \$350,017 |
| Condition of Sale: | Typical | Adj. Price per SF: | \$245.97 |
| Expenditures Immediately Post Sale: | N/A | OAR: | N/A |
| Date of Prior Sale/Transfer: | 10/13/2022 | Occupancy: | Vacant |
| Price of Prior Sale/Transfer: | \$184,000 | PGIM: | N/A |

COMMENTS

The property is vacant and actively listed for sale and/or lease. It sold previously in 2022 well below its market value. At the time, Bremer Bank was consolidating branches and offloaded the property to current ownership. The property has 4 covered drive-thrus behind the building. The building interior was renovated in 2019. Per ownership, three competitive offers have been made since it was listed. Potential buyers have plans to convert the property to a retail building, realtor office, and/or attorney office. As of the effective date, ownership has yet to accept any formal offer. The appraiser is privy to the actual offer price(s) but was requested not to disclose the specific dollar amount. It is sufficient to state the offer(s) are competitive relative to the listed price.

Sales Comparison Approach

Improved Data Sheet

Comparable 3



Property Name: N/A
Address: 3197 S 17th St
City, State, Zip: Grand Forks, ND 58201
County: Grand Forks
Property Type: Office
Property Subtype: Bank
Tax ID #: 44.2312.001.00
MLS #: GF 23-570
Verification Source: City Assessor; Deed



PROPERTY INFORMATION

| | | | |
|-------------------------|---------|---|------|
| Site Area (sf): | 26,250 | Year Built: | 1991 |
| Site Area (ac): | 0.60 | No. of Buildings: | 1 |
| Land to Building Ratio: | 11.29 | Number of Stories: | 1 |
| Gross Building Area: | 2,326 | Number of Total Units: | 1 |
| Finished Area: | 2,326 | Approx. Number of Parking Spaces: | 24 |
| Construction Quality: | Average | Approx. Parking Ratio (# of spaces per 1,000 sf): | 10.5 |
| Condition: | Average | | |
| Needed Repairs: | None | | |

SALE INFORMATION

| | | | |
|-------------------------------------|-----------------------------|--------------------|------------|
| Status: | Closed Sale | Date of Sale: | 02/14/2022 |
| Grantor: | 1st Liberty Credit Union | Days on Market: | Private |
| Grantee: | 32nd Avenue Proeptries, LLC | Sold Price: | \$410,000 |
| Value Estate: | Fee Simple | Price per SF: | \$176.27 |
| Financing: | N/A | Adj. Sold Price: | \$410,846 |
| Condition of Sale: | Typical | Adj. Price per SF: | \$176.63 |
| Expenditures Immediately Post Sale: | N/A | OAR: | N/A |
| Date of Prior Sale/Transfer: | > 1 yr | Occupancy: | Vacant |
| Price of Prior Sale/Transfer: | N/A | PGIM: | N/A |

COMMENTS

The property conveyed off-market as a vacant building. Its previous use was a credit union/bank. The property has 1 uncovered drive-thru along the side of the building. The building interior featured a new furnace installation in 2018. Since purchase, the building has been converted to a professional office use. Inclusive of the listed GBA is a full basement.

Sales Comparison Approach

Improved Data Sheet

Comparable 4



Property Name: N/A
Address: 1119 N 42nd St
City, State, Zip: Grand Forks, ND 58201
County: Grand Forks
Property Type: Office
Property Subtype: General Office
Tax ID #: 44.1115.002.02
MLS #: GF 19-886
Verification Source: City Assessor; Ownership; Listing Agent



PROPERTY INFORMATION

| | | | |
|--------------------------------|---------|--|------|
| Site Area (sf): | 21,482 | Year Built: | 1976 |
| Site Area (ac): | 0.49 | No. of Buildings: | 1 |
| Land to Building Ratio: | 8.95 | Number of Stories: | 1 |
| Gross Building Area: | 2,400 | Number of Total Units: | 1 |
| Finished Area: | 2,326 | Approx. Number of Parking Spaces: | 28 |
| Construction Quality: | Average | Approx. Parking Ratio (# of spaces per 1,000 sf): | 11.5 |
| Condition: | Average | | |
| Needed Repairs: | None | | |

SALE INFORMATION

| | | | |
|--|-------------------------|---------------------------|------------|
| Status: | Closed Sale | Date of Sale: | 08/19/2019 |
| Grantor: | Richarson Holdings, LLP | Days on Market: | 90 |
| Grantee: | 1438 Investment LLC | Sold Price: | \$285,000 |
| Value Estate: | Fee Simple | Price per SF: | \$118.75 |
| Financing: | N/A | Adj. Sold Price: | \$355,000 |
| Condition of Sale: | Typical | Adj. Price per SF: | \$147.92 |
| Expenditures Immediately Post Sale: | \$70,000 | OAR: | N/A |
| Date of Prior Sale/Transfer: | > 1 yr | Occupancy: | Vacant |
| Price of Prior Sale/Transfer: | N/A | PGIM: | N/A |

COMMENTS

The property conveyed in fair/average condition. Upon purchase, the buyer invested ±\$70,000 (expenditures post-sale) in upgrading portions of the interior office and the building's mechanical systems. The property does not have a drive-thru.

Sales Comparison Approach

Qualitative Adjustment Grid – Property B

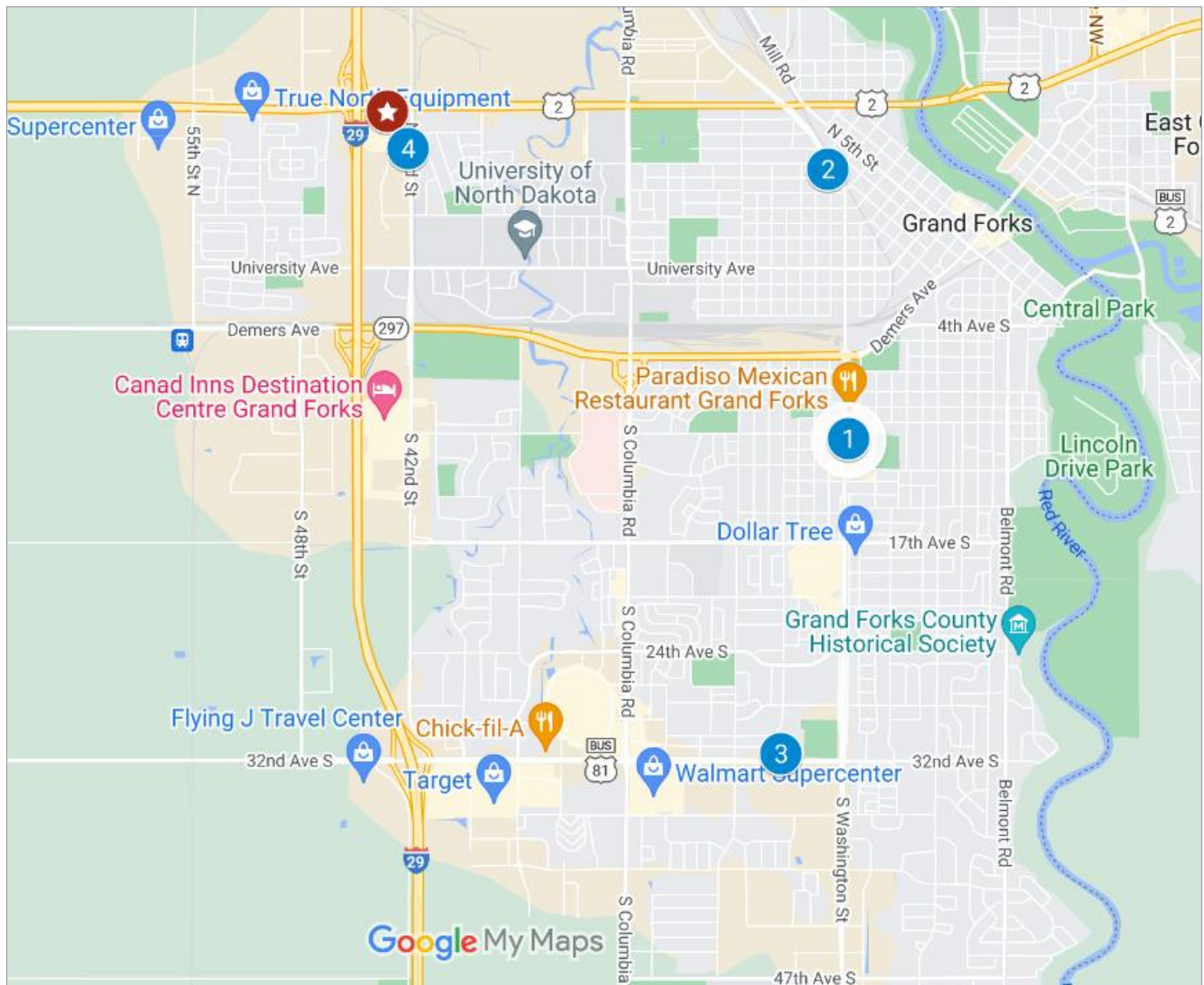
| Sale # | Address | City, State | Sale Date | Sale Price | Market Conditions | Adj. Sale \$ | GBA | Location | Condition | Amenities | Drive Thru | Overall Comparability | Sale \$ / GBA Sq.Ft. |
|------------|----------------------|------------------|-----------|------------|-------------------|--------------|-------|----------|-----------|-----------|------------|-----------------------|----------------------|
| 1 | 1111 S Washington St | Grand Forks | Jun-2021 | \$370,000 | \$39,710 | \$409,710 | 1,387 | Superior | Superior | Superior | Single | Vastly Superior | 295.39 |
| 2 | 921 N Washington St | Grand Forks | Active | \$350,000 | \$0 | \$350,000 | 1,423 | Similar | Superior | Similar | Multiple | Superior | 245.96 |
| S | SUBJECT | Grand Forks | - | - | - | - | 2,856 | Good | Average | Avg/Good | Multiple | - | - |
| 3 | 3197 S 17th St | Grand Forks | Feb-2022 | \$410,000 | \$31,094 | \$441,094 | 2,326 | Similar | Superior | Similar | Single | Similar | 189.64 |
| 4 | 1119 N 42nd St | Grand Forks | Aug-2019 | \$355,000 | \$71,146 | \$426,146 | 2,400 | Similar | Superior | Similar | None | Inferior | 177.56 |
| | | | | | | | | | | | | | |
| | | | | Min | \$350,000 | \$350,000 | | | | | | | |
| Statistics | | | | Max | 410,000 | 441,094 | | | | | | | |
| | | | | Avg | 371,250 | 406,737 | | | | | | | |
| | | | | COV | 7.33% | 3.69% | | | | | | | |
| Subj | 1215 N 42nd St | Grand Forks , ND | Aug-2023 | Not A Sale | | | 2,856 | Good | | | Avg/Good | Multiple | |

The appraiser conducted a search inclusive of the entire metro area dating back ~5 years. The subject and all cited comparable sales share several characteristics. They are all small freestanding buildings, most with drive-thru(s) and located in Grand Forks, ND. These commonalities justify inclusion of these transactions in this analysis. All conveyed on an “arm’s length” basis except if specifically noted otherwise. In this case, there is limited market data available to quantitatively extract market derived adjustments. Consequently, the land sales shown above are presented in a qualitative format to support the market value of Property B.

The appraiser is aware that the transactions are slightly dated. This is not ideal. Sometimes in the real-world perfect data is unavailable, and this is one of those cases. In this instance, there are no truly comparable recent closed conveyances in the marketplace with more similar characteristics. However, Comparable 2 is an active listing which supports the market value and conclusions of the more dated transactions.

Sales Comparison Approach

Sales Location Map



Sales Comparison Approach

Analysis & Conclusions

Transactional Adjustments

Property Rights Agreements or laws create partial interests in real estate. A deed restriction or life estate usually reduces rights and value. If the subject is not affected by these limitations and a comparable is, then the comparable's sale price needs an upward property rights adjustment. In another situation, unfavorable leases eliminate a landlord's right to collect market rent, so the real estate sells for a below-market price. If the property appraised has no lease adversities and a comparable does have unfavorable leases, then the comparable requires upward adjustment. Unless stated otherwise, property rights are virtually the same for the subject and all cited conveyances. Hence, no adjustments are necessary for this element of comparison.

Financing Sub-market financing is a common technique used to finance the acquisition of real estate during periods of high interest rates. When non-market financing is used, the financing may be favorable to the buyer, so the sale price is inflated. The escalated price can be envisioned as a composite of the worth of real estate plus the value of advantageous financing. Since value created by financing is not real property, the contribution of the advantageous financing must be deducted from total sale price to derive market value for just the realty. On the opposite hand, there are instances where the buyer assumes unfavorable financing, so the sale price is diminished. In the latter case, an upward adjustment must be applied to the sale price of the comparable thus deriving the market value of the real estate. Unless a statement is made to the contrary, non-market financing was not used to acquire any comparable sale cited in this report. Therefore, no compensations are needed for financing.

Conditions of Sale An adjustment for conditions of sale is necessary when a criterion of market value is violated. It could compensate for unusual buyer or seller motivations. For instance, when a seller gives a buyer an atypical rebate, discount, credit, or something of value to induce a conveyance, the sale price is usually inflated. In this case, it is logical to deduct the worth of the giveback from the sale price. Residual sums represent the property's market value. In another scenario, a buyer may pay a premium to facilitate an assemblage. In this instance, the premium must be deducted from the sale price to derive market value for that conveyance. Unless stated otherwise, no adjustments are necessary for conditions of sale.

Expenditure Post Sale This is a situation when a buyer is compelled to invest additional money into a property immediately after acquisition for some atypical reason. Post-sale invested sums are appropriately added to a comparable's sale price thereby producing an adjusted sale price. Examples are demolition costs or building-code compliance costs.

In this case, Sale 4 conveyed at a price of \$285,000. Afterwards, the owner invested an additional \$70,000 in expenditures immediately post-sale to repairs portions of the interior office, exterior, and mechanical systems. None of the properties required any specific adjustments for remaining unpaid special assessment balances.

Market Conditions Adjustments for market conditions are commonly referred to as time adjustments, but this is misleading. Value does not change due to the passage of time; sometimes it remains stable. Often real estate values fluctuate due to changes in supply and demand, interest rates, employment, or inflation. This type adjustment compensates for the change in market conditions between a sale's transaction date and a later point in time. All cited comparables conveyed between August 2019 and this report's effective value date. A market conditions adjustment for the subject property type, tempered by the active listing, supports a 5% adjustment per annum.

Sales Comparison Approach

Analysis & Conclusions

Property Elements

There are few truly comparable properties in the marketplace. This precludes the appraiser from extracting quantitative adjustments from the marketplace. Therefore, an opinion of the subject's market value per square foot of gross building area was developed via a qualitative analysis.

Comparable 1: This sale conveyed on 06/29/2021 for \$370,000. It previously operated as a Taco John's franchise. It sold as a vacant building in superior condition relative to the subject property. Furthermore, the building featured superior amenities with a commercial kitchen and much higher traffic count. Overall, it is vastly superior to the subject property.

Comparable 2: This property is actively listed for sale and lease on the local MLS. Previously it was owned and operated by Bremer Bank. The sale features a good location on Washington St with access from two streets. It has an adequate parking ratio and four drive-through bays. The entire interior was renovated in 2019. The exterior shows no signs of deferred maintenance. The owner informed the appraiser that the property has recently received three competitive offers relative to the listing price but has yet to formally accept any offers. The appraiser is unable to divulge the specific dollar amount(s) per ownership. It is fair to state that the contract price of the subject property falls within a reasonable range. Overall, Sale 2 is superior to the subject property.

Comparable 3: This sale conveyed on 02/14/2022 for \$410,000. The property conveyed off-market as a vacant building. Its previous use was a credit union/bank. The property has one uncovered drive-thru along the side of the building. The building interior featured a new furnace installation in 2018. Since purchase, the building has been converted to professional office use. The basement is inclusive of the GBA. Typically, above grade space is valued at a higher price per square foot in comparison to below grade space. The property conveyed in superior condition than the subject building. Subjective probability assessment indicates that these two parameters offset each other. Overall, Sale 3 is most indicative of the subject property's market value per square foot.

Comparable 4: This sale conveyed on 08/19/2019 for \$285,000. The property conveyed in fair/average condition. Upon purchase, the buyer invested \pm \$70,000 (expenditures post-sale) in upgrading portions of the interior office and the building's mechanical systems. It is located about two blocks south of the subject property on the same street. Physically, the building conveyed in a similar condition to the subject property. However, the Sale 4 lacks a drive-thru and a large portion of the parking area is not paved. Overall, it is inferior relative to the subject property.

Summary

Overall, the subject benefits from its future location adjacent to the new GFPS building. Per the listing agent, the property received a verbal offer of \$550,000 from a buyer who planned to convert the building to a brewery. This offer supports using Sale 1 as a comparable sale. The subject property is currently under contract for \$525,000. The actual days on market are not reflective of the subject's market demand but rather the fact that the property has been intentionally over listed for an extended period.

Sale 2 is functionally most like the subject property. Its recent renovations indicate the building is worth more per square foot. Sale 4 is physically the most representative of the subject property but lacks a drive thru. In the appraiser's estimation, Sale 3 is closest to the market value of the subject property.

Therefore, the subject is being valued as follows:

| | | | | | |
|---|-------|-----------|----------|---------------|-----------|
| Subject Structure | 2,856 | Sq. Ft. @ | \$190.00 | Per Sq. Ft. = | \$542,640 |
| <i>Indicated Market Value of the Fee Simple Via Sales Comparison, Say</i> | | | | | \$540,000 |

Income Approach

The income approach is most applicable for real estate developed to generate rental income such as shopping centers or apartment buildings. Ground rent leases pertaining to Property A are atypical in this market. Small freestanding, single-user structures like the subject (Property B), are customarily erected and acquired to house their owner, not produce rental income.

One criterion of market value is the “most probable price”. Implicit within the “most probable price” concept is the presumption of a sale to the most probable buyer. It is sensible the estimation of market value should be based on data involving the most probable buyer, not less-frequent buyer groups. In this case, the most probable buyer is an owner-user acquiring the property for occupancy, not rental income. This buyer type generally does not include income valuation during their purchase deliberations.

By its very nature, market data applicable to less frequent buyer groups is limited and produces less credible results. There is insufficient rental data, expense information, and capitalization rates applicable to the subject property necessary to process a meaningful value indication via this approach.

Therefore, the income approach was judged inapplicable, unreliable, and intentionally omitted.

Reconciliation

During reconciliation, strengths and weaknesses of each developed approach are considered. Adequacy and relevance of the data is weighed. Differences between approaches are examined, rationalized, and resolved when possible. From the various value indications, one is selected as most pertinent and reliable.

Existing structural improvements are considered a legal, conforming use (Property B). A highest and best use analysis “as though now improved” concluded a professional office use would yield the greatest net return to the land. Considering the three classic approaches to value, the following value indications were developed.

| Value Indications | Property A – Fee Simple | Property B – Fee Simple |
|-------------------|-------------------------|-------------------------|
| Cost Approach | N/A | N/A |
| Sales Comparison | \$440,000 | \$540,000 |
| Income Approach | N/A | N/A |

A cost approach provides an approximation of the depreciated reconstruction cost of the improvements. Added thereto is the worth of the land as though vacant. This approach is most applicable for new, or like new structures due to less uncertainty when estimating reconstruction cost or depreciation, if any. As building age increases, depreciation based on visual observation, becomes subjective. Additionally, the transference of real estate is seldom negotiated on a depreciated cost basis. This value indication was intentionally not developed in this appraisal report.

In the sales comparison approach to value, sales of similar type properties are compared to the property being appraised. This approach is very significant because it directly reflects the actions of buyers and sellers in the marketplace. It reflects economic conditions, acceptance, or rejection of various features, and trends of general desirability. This methodology is a true measure of supply and demand, accounting for all influential forces affecting the market. Therefore, this value indication was given significant credence in this report.

The income approach is most appropriate where the primary acquisition criterion is a flow of income dollars. This methodology forecasts income that is converted into value via capitalization. It is less appropriate for properties bought by an owner / user. An owner / user generally purchases real estate for his / her own occupancy and use. Net income and capitalization rates are of lesser importance to this buyer type. In this appraisal, the highest and best use indicates that the most likely buyer is an owner-occupant (Property B). Therefore, this approach was intentionally omitted.

The three approaches are both independent and interdependent. Each approach is independently processed, yet many of the same variables, like building size, are used throughout all three methods, hence interdependence. In this report, the sales comparison approach (for both Property A & B) was given 100% emphasis.

After careful consideration of all factors pertaining to, and influencing value, the data and analysis thereof firmly supports the following market value conclusions for the subject real estate:

| | |
|-----------|--|
| \$440,000 | Property A: Market Value of the Fee Simple |
| \$540,000 | Property B: Market Value of the Fee Simple |

Exposure Time

Terminology abounds in the real estate appraisal profession. Two related but different concepts that are often confused are Exposure Time and Marketing Time. USPAP specifically addresses the confusion.

| Term | Definition | Explanation |
|--|---|--|
| Exposure Time (Statement 6) | <i>"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal".</i> | Backward looking, ends on the effective value date. Based on factual, past events |
| Marketing Time (Advisory Opinion 7) | <i>"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal".</i> | Forward looking, starts on the effective value date. A forecast based on expectancies of future occurrences. |

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. In light thereof, an estimated exposure time for the subject is 3 to 6 months assuming competitive pricing and prudent marketing efforts.

Certification

The appraiser signing this report makes the following certifications to the best of his / her knowledge and belief.

- The statements of fact contained in this report are true and correct.
- Reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions contained within this report, and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The appraiser has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- The appraiser has no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- This engagement is not contingent upon developing or reporting predetermined results.
- Compensation paid to the appraiser is not contingent upon the development or reporting of a predetermined value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute..
- A statement regarding observation of the subject property by the appraiser is listed below. The appraiser is not a professional property inspector. Furthermore, the appraiser has no formal training in the use of tools or instruments as part of a professional property inspection. Observations by the appraiser, if any, was limited to just those physical features and attributes that are not hidden or obscure in any fashion by any object or weather condition. The appraiser did not use any tools or instruments, beyond those typically used by appraisers to probe, study, investigate, detect, or discover any physical feature or attribute that was not clearly visible on the date the property was observed.

| Appraiser | Observations |
|-------------------------|--------------------------------|
| David P. Whartnaby, MAI | Adequate Interior and Exterior |

- No one provided significant real property appraisal assistance to the appraiser(s) signing this certification.
- The appraisers have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report during the three-year period immediately preceding acceptance of this assignment.

Certification

- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- After careful consideration of all factors pertaining to and influencing value, the data, and analysis thereof firmly supports the following final value opinion(s) for the subject property as of August 14, 2023:

Property A: Market Value "As Is"

FOUR HUNDRED FORTY THOUSAND DOLLARS
(\$440,000)

Property B: Market Value "As Is"

FIVE HUNDRED FORTY THOUSAND DOLLARS
(\$540,000)



David P. Whartnaby, MAI
Certified General Real Property Appraiser
North Dakota License CG-221166
License Expiration Date: 12/31/2023



Addenda...

Engagement Letter

BlackDog 
Appraisal Inc.
221 19th Ave N • Fargo, ND 58102

Name: Brandon Baumbach
Title: Business Manager
Client: Grand Forks Public Schools
Street Address: 2400 47th Ave
Suite #: N/A
City, State, Zip: Grand Forks, ND 58201

Date: 08/15/2023

RE: ENGAGEMENT FOR REAL ESTATE APPRAISAL SERVICES

Client hereby engages BlackDog Appraisal Inc. to complete the following appraisal assignment(s):

PROPERTY IDENTIFICATION: Property A

Address: 4251 Gateway Dr / TBD Grand Forks, ND 58203
Parcel: TBD
Legal Description: TBD

Subject Property A (4251 Gateway Dr / TBD) consists of an irregular, corner parcel constituting 50,094 square feet. It comprises a piece of a larger parcel. Site measurements and shape approximations are to be provided by the Client. There are no improvements on the vacant site.

PROPERTY IDENTIFICATION: Property B

Address: 1215 N 42nd St, Grand Forks, North Dakota 58203
Parcel: 44.1115.001.03
Legal Description: Lot 3 (Replat of Blk 1) Blk 1 Airport Addition

Subject Property B (1215 N 42nd St) consists of an irregular triangular non-corner parcel, constituting 46,022 square feet. It features a vacant 2,856 square foot bank / general purpose commercial building. It features ±22,309 square feet of paved concrete and a drive-thru.

PROPERTY TYPE

Vacant Land (Property #1) & Commercial (Property #2)

INTEREST VALUED

Fee Simple "As Is"

INTENDED USERS

Client

INTENDED USE

To assist in decisions made by ownership strictly involving matters of a potential trade, purchase, and/or acquisition of the subject real estate.

TYPE OF VALUE

Market value as defined by the Interagency Appraisal and Evaluation Guidelines:

"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are both typically motivated;*
- *both parties are well informed or well advised, and acting in what they consider their own best interests;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

DATE OF VALUE

Current (08/14/2023)

APPLICABLE REQUIREMENTS

- 1) The report meets the Uniform Standards of Professional Appraisal Practice (USPAP).
- 2) The report meets the Code of Professional Ethics and Standards of the Appraisal Institute.

ANTICIPATED SCOPE OF WORK

Site Visit

Property A: cursory land viewing

Property B: Exterior & interior observation

Valuation Approaches

Sales comparison approach / cost approach / income approach

Note: Appraiser shall consider all three approaches to value, and will use only approaches necessary to develop a credible opinion of value.

Report Option

An Appraisal Report

Form or Format

Narrative

DELIVERY DATE

Date: August 28, 2023

DELIVERY METHOD

E-mail

NUMBER OF PRINTED COPIES

0

PAYMENT TO APPRAISER

Fee: \$5,990

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Payment is due within 30 days of report delivery.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client will be charged for all work completed by Appraiser on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 5 days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Appraiser – BlackDog Appraisal, Inc.


Client


Name (printed): David Whartnaby

Name (printed): Brandon Bannock
Grand Forks Public Schools

Date: 08/15/2023

Date: 8/15/23

Signature: 

Signature: 

Contractor Estimate



August 23, 2023

Re: Water leak

Mr. Huebner, I have reviewed your interior leak at 1215 N 42nd Street, Grand Forks, ND and there are multiple seams and flashing areas by roof jacks that need to be resealed. This is an older roof that will need to be replaced in the next 3-5 years in my opinion. The cost to reseat the suspected areas \$5817.00

Due to the fluctuation in material and labor cost this quote is valid for 15 days.

Thank you for the opportunity to earn your business.

A handwritten signature in black ink, appearing to be 'Ben Moen', is written over a light blue horizontal line.

Ben Moen
President
Right Way Restoration Inc.

2650 73rd Ave South Grand Forks, ND 58201 701-741-0136

Zoning Ordinance(s)

8/9/23, 4:06 PM

Grand Forks, ND Code of Ordinances

18-0216. - B-3 general business district.

- (1) *Statement of intent.* This district is intended to provide an area located in close proximity to arterials or collectors in order that highway service types of land use can be provided and is designed to furnish a wide range of retail services and goods.
- (2) *Uses permitted:*
 - (A) Accessory uses customarily incidental to the uses permitted in this section; provided, however, any incidental repair or processing necessary to conduct a permitted use shall not occupy more than thirty (30) percent of the floor space.
 - (B) Any use permitted in the B-2 shopping center district.
 - (C) Arcades, vending machines.
 - (D) Auction room, rummage, pawn and secondhand shops.
 - (E) Automobile repair shops.
 - (F) Automobile sales and used car lots.
 - (G) Billiard and pool rooms, bowling alleys, skating rinks and dance halls.
 - (H) Boat and marine sales and services.
 - (I) Carwash.
 - (J) Cemeteries and memorial gardens.
 - (K) Commercial laundry and self-service laundry.
 - (L) Reserved.
 - (M) Greenhouses, retail.
 - (N) Heliports.
 - (O) Locksmith shops.
 - (P) Reserved.
 - (Q) Mail order houses.
 - (R) Miniature golf courses.
 - (S) Mobile and manufactured home sales lots, including manufactured home sales offices, subject to special conditions provided in section (11)(B).
 - (T) Monument sales, not including processing.
 - (U) Mortuary or funeral homes.
 - (V) Off-street parking and loading as regulated by section 18-0302.
 - (W) Orthopedic and medical appliance store.
 - (X)

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Grand Forks, ND Code of Ordinances

Other business of the same general character to those specifically permitted in the district, provided they are deemed fitting or compatible with the statement of intent as determined by the city planning and zoning commission.

- (Y) Packing and crating.
 - (Z) Parcel delivery stations.
 - (AA) Pawn shops, secondhand shops, rummage shops, provided all sales are made from an enclosed building.
 - (BB) Reserved.
 - (CC) Printing, publishing, engraving and newspaper distribution agency.
 - (DD) Public utility structures.
 - (EE) Recording studios.
 - (FF) Signs as regulated by section 18-0301.
 - (GG) Tattoo shops.
 - (HH) TV, radio broadcasting offices and studios.
 - (II) Trailer sales and rental for use with private passenger motor vehicles.
 - (JJ) Retail sales and storage of non-hazardous material.
 - (KK) Contractors' offices.
 - (LL) Small animal boarding facility, as defined in subsection 18-0204(2) and subject to the special conditions in subsection (11) (G).
- (3) *Conditional uses:*
- (A) Hospitals, sanitariums.
 - (B) Sports arenas, convention centers, armories, and stadiums.
 - (C) Custodian quarters, providing the following minimum conditions are met:
 - 1. The occupant must be the owner or employed by the owner to carry out duties relating to the primary business located on the premises.
 - 2. A site plan must accompany the application.
 - 3. The density shall not exceed one (1) unit per building lot.
 - 4. Other conditions as deemed fitting by the planning and zoning commission and city council.
 - 5. The quarters shall be served by sewer and water utilities, public or private.
 - (D) Schools for music, dance and business.
 - (E) Lumberyards, provided the use is screened as required in section 18-0309.
 - (F) Crematories.

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Grand Forks, ND Code of Ordinances

- (G) Machinery sales and service, subject to special conditions in subsection (11)(A).
- (H) Contractors shops, subject to special conditions in subsection (11)(B).
- (I) Off-site recyclable collection facility, subject to special conditions in subsection (11)(D) (Class A recyclable material only).
- (J) Wireless communication towers, as regulated by section 18-0310.1.
- (K) Commercial storage of nonhazardous products and processed, semi-processed and unprocessed agricultural products subject to special conditions (U)(E) below and other appropriate conditions imposed by the planning and zoning commission.
- (L) Dog daycare and boarding facility, as defined in subsection 18-0204(2) and subject to the special conditions in subsection (11)(F).
- (M) Large animal clinic.
- (4) *Temporary uses:*
 - (A) All temporary uses allowed in B-2 shopping center district.
 - (B) Reserved.
- (5) *Building height limit.* No building hereafter shall be erected or structurally altered to exceed four (4) stories or fifty (50) feet in height. Also see section 18-0303.
- (6) *Required lot area, width and depth.* None.
- (7) *Impervious surface area.* The impervious surface area shall not exceed eight-five (85) percent of the lot area.
- (8) *Front yard requirements:*
 - (A) There shall be a front yard having a depth of not less than twenty-five (25) feet, with one (1) additional foot for each foot in height the building exceeds twenty-five (25) feet.
 - (B) The front yard depth on corner lots shall be in accordance with the prevailing yard pattern and a second front yard of half the depth required generally for front yards shall be provided on the other frontage.
- (9) *Side yard requirements.* There shall be a side yard on each side of a building having a width of not less than seven (7) feet for buildings not exceeding three (3) stories in height. When over three (3) stories, the sideyard shall be one-fourth ($\frac{1}{4}$) of the height of the building, or seven (7) feet, whichever is greater.
- (10) *Rear yard requirements.* There shall be a rear yard having a depth of not less than twenty (20) feet. No alley shall be counted as part of this rear yard depth.
- (11) *Special conditions:*
 - (A) Machinery sales and service:
 - 1. Must be located along the North Washington Street or Gateway Drive corridors.

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Grand Forks, ND Code of Ordinances

2. Other conditions as deemed fitting by the planning and zoning commission and by the city council.
- (B) Manufactured home sales offices shall be subject to the following conditions:
1. Shall be served and connected with water and wastewater utilities.
 2. Shall be handicapped accessible and equipped with handicapped accessible restrooms for both employees and customers according to ADA standards.
- (C) Contractors shops located in the B-3 zoning district shall not create excess noise, vibration, fumes, odors or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in live voltage off the premises.
- (D) Off-site recyclable collection facility shall be subject to the following conditions:
1. If located in a parking lot: shall not reduce available parking spaces below the minimum number required for the principal use; shall be set back at least twenty-five (25) feet from any property line; and shall not obstruct pedestrian or vehicular circulation.
 2. Shall not occupy more than one thousand (1,000) square feet, including any protective enclosure.
 3. Shall be located and designed to be aesthetically compatible with surrounding uses, and shall have no significant impact on surrounding properties.
 4. Shall use containers which are constructed and maintained with durable waterproof and rustproof materials.
 5. Shall be maintained free of litter, odors, pests, and any other undesirable materials.
 6. Must be screened on at least three (3) sides, with a screening height equal to or greater than the tallest bin, box or container.
- (E) Commercial storage of nonhazardous products and unprocessed agricultural products:
1. *[Location.]* All proposed sites shall be located no closer than one-half (1/2) mile from a residential subdivision.
 2. *Parcel size.* Favorable consideration is to be given to proposals to be located on small parcels which are marginally efficient for agricultural production.
 3. *Adjacent land uses.* Infilling [infilling] of areas adjacent to, or in proximity to, existing business or industrial land uses (with the exception of land uses proposed to be located in proximity to single-family dwellings), is to be given preference over proposed development on isolated sites.
 - 4.

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Grand Forks, ND Code of Ordinances

Accessibility. Favorable consideration shall be given to land uses proposed for location on or with access to state, county, or township roadways and consistent with the site locational policies for commercial and industrial land uses shown on pages 113 and 115 of the Grand Forks Land Use Plan).

(F) Dog daycare and boarding facilities shall be subject to the following conditions in addition to all other applicable city, state, and federal laws and regulations:

1. The applicant shall submit a written plan of operation that provides for proper air ventilation within the facility and provides for the control of odor, dust, noise, waste management, drainage, security, and demonstrates the facility will not constitute a nuisance, hazard or health problem to adjoining property or uses.
2. All services shall be conducted from within a fully enclosed building, with the exception of an outdoor fenced area for dog bathroom breaks. The outdoor fenced area shall be subject to the following minimum conditions:
 - a. The area shall be surrounded by a sight-obscuring fence and shall provide full containment for the dogs. The fence must be deep enough and secured to the ground to prevent escape and high enough to prevent dogs from jumping or climbing over.
 - b. The outdoor fenced area shall be located no closer than three hundred (300) feet from any residential structure and no closer than one hundred (100) feet from any commercial structure. However, the planning and zoning commission and city council may waive the minimum distance and establish a minimum distance less than that stated herein if it is determined that the proximity of the fenced area to residential and/or commercial structures does not have a negative impact on the surrounding properties.
 - c. The fenced area shall be cleaned daily and feces shall be properly disposed.
 - d. The floor surface of the fenced area shall consist of materials such as pea gravel, synthetic turf, natural grass, or a combination thereof, as approved by the planning department, engineering department and public health department.
 - e. The maximum size of the outdoor fenced area shall not exceed the size of the indoor area and is subject to review and approval by the planning, engineering and public health departments. Approval of the maximum size and location of the outdoor area shall be based upon the following criteria:
 - (i) Proximity to residential and commercial buildings.
 - (ii) Whether there is any form of structural barrier, such as buildings, fences, etc. between the fenced area and nearby residential and/or commercial properties.
 - (iii) Whether the location and size of the outdoor area causes more than minimal negative impacts upon nearby residential and/or commercial properties.
 - f.

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Grand Forks, ND Code of Ordinances

The fenced area shall be provided with proper surface drainage, subject to review and approval by the planning, engineering and health departments.

3. A site plan must accompany the application and shall show the following minimum details:
 - a. General layout of the property to include all property lines and locations of all buildings, parking lots, fences, and other structures located on the property. In addition, if the facility is located within a multitenant building, show the floor plan of the building and identify all tenants within the building. Facilities located within multi-tenant buildings shall be constructed of proper acoustical material approved by the zoning administrator.
 - b. Proximity of the facility to adjoining properties, to include distances between the facility and all other buildings, parking lots, fences, and any other structures located on all adjoining properties.
 4. The maximum number of dogs allowed in the facility shall be based on a minimum floor area ratio of fifty (50) square feet of indoor floor area per dog. The indoor floor area shall be defined as only that portion of the facility where dogs are kept for daycare services, excluding all other portions of the facility utilized for offices, storage or overnight boarding.
 5. If the facility provides overnight boarding services, the maximum number of dogs kept for boarding at any given time shall not exceed the maximum number of dogs allowed in the facility.
 6. Other conditions deemed fitting by the planning and zoning commission and the city council.
 7. Approval of a conditional use permit shall be issued up to a maximum period of twenty (20) years during which time the planning and zoning commission and the city council may review the conditional use permit and if the conditions established are not adhered to, the city council may revoke the permit. Any request for extension of the conditional use permit by the permittee must be submitted to the planning and zoning commission prior to the termination date. Such renewal application shall be reviewed by the planning and zoning commission and city council to determine whether or not the conditional use permit should be renewed. The term of any renewal of the conditional use permit shall be for an additional time period not to exceed ten (10) years, however, successive renewal applications may be submitted for consideration prior to any renewal termination date.
- (G) Small animal boarding facilities shall be subject to the following conditions in addition to all other applicable city, state, and federal laws and regulations:
- 1.

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Grand Forks, ND Code of Ordinances

All animal boarding services and activities shall be conducted from within a fully enclosed structure.

2. Exterior storage or use of cages, pens, or other enclosures used by the facility shall be prohibited.

(Ord. No. 3030, § 3, 5-21-90; Ord. No. 3263, § 1, 2-16-93; Ord. No. 3335, § 2, 10-18-93; Ord. No. 3749, § I, 11-16-98; Ord. No. 3771, § II, 2-16-99; Ord. No. 3824, § II, 11-15-99; Ord. No. 3891, § X, 6-4-01; Ord. No. 3944, § 1, 9-16-02; Ord. No. 4011, pt. II, (D), (11)(f), 3-15-04; Ord. No. 4021, pt. II, 8-16-04; Ord. No. 4743, § I, 10-21-19; Ord. No. 4790, § 1, 4-19-21)

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Qualifications

David Whartnaby, MAI

Professional Affiliations & Accreditations

- MAI Designated Member of the Appraisal Institute (2023-present)
 - North Dakota Appraisers Association Website Committee Chair
 - North Dakota Appraisers Association Member
 - State Certified General Appraiser – ND (CG-221166) & MN (40565203)
-

Appraisal History

- Partner of BlackDog Appraisal Inc. (2016 – present)

Residential & Certified General Courses

- Basic Appraisal Procedures
- Basic Appraisal Principles
- General Appraiser Market Analysis and H&B Use
- General Appraiser Income Approach / Part 1
- General Appraiser Income Approach / Part 2
- General Appraiser Report Writing & Case Studies
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation & Cost Approach
- Residential Approaches to Value
- Residential Appraiser Site Valuation and Cost Approach
- Residential Market Analysis and Highest & Best Use
- Residential Report Writing and Case Studies
- Residential Sales Comparison & Income Approaches
- Real Estate Finance, Statistics and Valuation Modeling

MAI Designation Courses

- Advanced Concepts & Case Studies
- Advanced Income Capitalization
- Advanced Market Analysis and H&B Use
- Quantitative Analysis

Elective Courses

- Excel Applications for Valuation
- Fundamentals of Apartment Appraising, Online
- Small Hotel/Motel Valuation, Online
- Reviewing Residential Appraisals and Using Fannie Mae Form 2000, Online

Sampling of Prior Commercial Engagements

- | | |
|---|-----------------------------------|
| • General Purpose Commercial | • Senior Housing |
| • Multifamily | • Motel / Hotel |
| • Multitenant Office, Industrial & Retail | • Mixed-Use |
| • Dental & Medical Office | • Proposed New Construction |
| • Self-Storage & Boat Storage Facilities | • Vacant Land |
| • Special Purpose | • Properties as a "Going Concern" |
-

Education

Alliant International University, San Diego, CA
M.A. Ed. Teaching

Concordia College, Moorhead, MN
B.A. Spanish & Physical Education
Communication Arts & Literature 5-8



Disclosures...

Professional Standards

All leading professional appraisal organizations, the U.S. Congress, all state legislatures, and numerous legal jurisdictions recognize the Uniform Standards of Professional Appraisal Practice (USPAP), promulgated by the Appraisal Foundation. Revised biennially to keep it contemporary, these standards set forth ethical practices and proper procedures for a competent appraisal. This appraisal fully complies with all relevant portions of the USPAP version in effect on the report date. It also complies with the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA), a federal law. The report date is shown in the Salient Information.

Competency

The persons signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Environmental Risks

Disclosure

During the course of this appraisal, the appraiser(s) did **not** detect or attempt to discover any environmental hazard on, under, above, or within the subject real estate. No overt evidence of any environmental hazard is apparent to the untrained eye. It should be known the appraiser(s) did not view the subject property with the intent of detecting any environmental hazard. It is beyond the expertise of the appraiser(s) to detect or determine the chemical nature of any substance or gas. No effort was made to dismantle or probe any part of the property to discover enclosed, encased, or concealed hazards. No effort was exerted to ascertain the presence of any environmental hazard including but not limited to the following.

Asbestos

Urea-formaldehyde insulation

Underground storage tanks

Soil contamination or deficiencies

Lead-based paint

Toxic mold

Radon

PCB

Chemical spills

Fire resistant treated plywood (FRTTP)

Flood hazards are detailed elsewhere in this report. Except as enumerated herein, the appraiser(s) were not given the results of any environmental testing on or near the property being appraised. Neither observation of the subject property or research conducted as part of a typical real estate appraisal suggest the presence of any hazardous substance or detrimental environmental condition affecting the subject. Nearby sites were not investigated to determine whether they are contaminated. Public information and other Internet sources were not researched to determine the presence of hazardous substances or detrimental environmental conditions in the subject's vicinity.

Federal, State, and local laws concerning any hazardous substance or gas are sometimes contradictory. Therefore, any needed clean up should comply with the most stringent laws. The appraiser(s) are **not** informed or trained in environmental legalities. It is assumed no hazardous substance or gas adversely affects the subject real estate. If the subject is adversely influenced by a hazardous condition, then the subject's market value would be impaired.

Recommendation

The presence of any hazardous condition usually diminishes market value. The value opinion formed in this report assumes there is no environmental hazard affecting the subject real estate. No responsibility is assumed by the appraiser(s) or BlackDog Appraisal Inc. for any hazard, or for any expertise required to discover any environmentally hazardous condition. Our client is urged to retain an expert in this field, if desired.

Contingent and Limiting Conditions

1. By this notice, all persons, companies, or corporations using or relying on this report in any manner bind themselves to accept these Contingent and Limiting conditions, and all other contingent and limiting conditions contained elsewhere in this report. Do not use any portion of this report unless you fully accept all Contingent and Limiting conditions contained throughout this document.
2. The "Subject" or "Subject Property" refers to the real property that is the subject of this report. An Appraiser is defined as an individual person who is licensed to prepare real estate appraisal-related services in the State of North Dakota and affixes his / her signature to this document.
3. Throughout these Contingent and Limiting Conditions, the singular term "Appraiser" also refers to the plural term "Appraisers". The terms "Appraiser" and "Appraisers" also refer jointly / collectively to "BlackDog Appraisal Inc.", its officers, employees, contractors, personnel, staff, shareholders, members, and affiliates. The masculine terms "he" or "his" also refer to the feminine term "she" or "her".
4. In these Contingent and Limiting Conditions, the "Parties" refers to all of the following collectively: (a) the Appraiser(s), (b) BlackDog Appraisal Inc., (c) the client, and (d) all intended users.
5. These Contingent and Limiting Conditions are an integral part of this report along with all certifications, definitions, descriptions, facts, statements, assumptions, disclosures, hypotheses, analyses, and opinions.
6. All contents of this report are prepared solely for the explicitly identified client and other explicitly identified intended users. The liability of the Appraiser is limited solely to the client. There is no accountability, obligation, or liability to any other third party. Other intended users may read but not rely on this report. In no event, shall the Appraisers be liable for consequential, special, incidental, or punitive loss, damages, or expense (including without limitation, lost profits, opportunity costs, etc.) even if advised of their possible existence. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all contingent and limiting conditions, assumptions, and disclosures. Use of this report by third parties shall be solely at the risk of the third party.
7. This document communicates the results of an appraisal assignment. This communication is not an inspection, engineering, construction, legal, or architectural report. It is not an examination or survey of any kind. Expertise in these areas is not implied. The Appraiser is not responsible for any costs incurred to discover or correct any deficiency in the property.

Contingent and Limiting Conditions

8. As part of this appraisal, information was gathered and analyzed to form opinion(s) that pertain solely to one or more explicitly identified effective value dates. The effective value date is the only point in time that the value applies. Information about the subject property, neighborhood, comparables, or other topics discussed in this report was obtained from sensible sources. In accordance with the extent of research disclosed in the Scope of Work section, all information cited herein was examined for accuracy, is believed to be reliable, and is assumed reasonably accurate. However, no guaranties or warranties are made for this information. No liability or responsibility is assumed for any inaccuracy which is outside the control of the Appraiser, beyond the scope of work, or outside reasonable due diligence of the Appraiser.
9. Appraiser and Client agree the following mutual limitation of liability is agreeable in consideration of the fees to be charged and the nature of appraisal services provided under this Agreement. Appraiser and Client agree to the fullest extent permitted by applicable law, that the Appraiser's and its Personnel's maximum aggregate and joint liability to the other party for claims and causes of action relating to this Agreement for appraisals or other services under this agreement shall be limited to \$25,000 or the total of all fees and costs charged by the Appraiser for services that are subject of the claim(s) or cause(s) of action. This limit of liability extends to all types of claims or causes of action, whether in breach of contract or tort, including without limitation claims / causes of action for negligence, professional negligence, or negligent misrepresentation on the part of either party or its Personnel, but excluding claims / causes of action of intentionally fraudulent conduct, criminal conduct, or intentionally caused injury. The Personnel of each party are intended third party beneficiaries of this limitation of liability. The word "Personnel", as used in this paragraph, means the respective party's staff, employees, contractors, members, partners, affiliates, and shareholders. Appraiser and Client agree that they each were free to negotiate different terms than stated in this Agreement or contract with other parties.
10. Real estate values are affected by many changing factors. Therefore, any value opinion expressed herein is considered credible only on the effective value date. Every day that passes thereafter, the degree of credibility wanes as the subject changes physically, the economy changes, or market conditions change. The Appraiser reserves the right to amend these analyses and/or value opinion(s) contained within this appraisal report if erroneous, or more factual-information is subsequently discovered. No guarantee is made for the accuracy of estimates or opinions furnished by others and relied upon in this report.
11. In the case of limited partnerships, syndication offerings, or stock offerings in the real estate, the client agrees that in case of lawsuit (brought by the lender, partner, or part owner in any form of ownership, tenant, or any other party), the client will hold BlackDog Appraisal Inc., its officers, contractors, employees and associate appraisers completely harmless. Acceptance of, and/or use of this report by the client, or any third party is prima facie evidence that the user understands and agrees to all these conditions.

Contingent and Limiting Conditions

12. For appraisals of multiunit residential, only a portion of all dwellings was observed. A typical ratio of observed dwellings roughly approximates 10% of the total number of units, and this ratio declines as the number of dwellings grows. It is assumed the functionality, physical condition, construction quality, and interior finish of unseen units are like the functionality, physical condition, construction quality, and interior finish of observed units. If unobserved dwellings significantly differ from those that were viewed in functionality, physical condition, quality, or finish, the Appraiser reserves the right to amend theses analysis and/or value opinion(s).
13. If the appraised property consists of a physical portion of a larger parcel, the appraised property is subject to the following limitations: The value opinion for the property appraised pertains only to that portion defined as the subject property. This value opinion should not be construed as applying with equal validity to other complementary portions of the same parcel. The value opinion for the physical portion appraised + the value of all other complementary physical portions may or may not equal the value of the whole parcel.
14. Unless specifically stated otherwise herein, the Appraiser is unaware of any engineering study made to determine the bearing capacity of the subject land, or nearby lands. Improvements in the vicinity, if any, appear to be structurally sound. It is assumed soil and subsoil conditions are stable and free from features that cause supernormal costs to arise. It is also assumed existing soil conditions of the subject land have proper load bearing qualities to support the existing improvements, or proposed improvements appropriate for the site. No investigations for potential seismic hazards were made. This appraisal assumes there are no conditions of the site, subsoil, or structures, whether latent, patent, or concealed that would render the subject property less valuable. Unless specifically stated otherwise in this document, no earthquake compliance report, engineering report, flood zone analysis, hazardous substance determination, or analysis of these unfavorable attributes was made, or ordered in conjunction with this appraisal report. The client is strongly urged to retain experts in these fields, if so desired.
15. If this report involves an appraisal that values an interest, which is less than the whole fee simple estate, then the following disclosure applies: The value for any fractional interest appraised + the value of all other complementary fractional interests may or may not equal the value of the entire fee simple estate.
16. If this appraisal values the subject as though construction, repairs, alterations, remodeling, renovation, or rehabilitation will be completed in the future, then it is assumed such work will be completed in a timely fashion, using non-defective materials, and proper workmanship. All previously completed work is assumed completed in substantial conformance with plans, specifications, descriptions, or attachments made or referred to herein. It is also assumed all planned, in-progress, or recently completed construction complies with the zoning ordinance, and all applicable building codes. A prospective value opinion has an effective value date that is beyond or in the future relative to this report's preparation date. If this appraisal includes a prospective valuation, it is understood and agreed the Appraiser is not responsible for an unfavorable value effect caused by unforeseeable events that occur before completion of the project.

Contingent and Limiting Conditions

17. This valuation may or may not include an observation of the appraised property by an Appraiser. The extent of any observation is disclosed in the Scope of Work section of this report. Any observation by an Appraiser is not a professional property inspection. Viewing of the subject was limited to components that were not concealed, clearly observable, and readily accessible without a ladder on the property observation date. As used herein, readily accessible means within the Appraiser's normal reach without the movement of any man made or natural object. Comments or descriptions about physical condition of the improvements are based solely on a superficial visual observation. These comments are intended to familiarize the reader with the property in a very general fashion.
18. The allocation of value between the subject's land and improvements, if any, represents our judgment only under the existing use of the property. A re-evaluation should be made if the improvements are removed, substantially altered, or the land is utilized for another purpose.
19. The Client and all intended users agree to all the following. (A) This appraisal does not serve as a warranty on the physical condition or operability of the property appraised. (B) All users of this report should take all necessary precautions before making any significant financial commitments to or for the subject. (C) Any estimate for repair or alternations is a non-warranted opinion of the Appraiser.
20. Electric, heating, cooling, plumbing, water supply, sewer or septic, mechanical equipment, and other property systems were not tested. No determination was made regarding the operability, capacity, or remaining physical life of any component in, on, or under the real estate appraised. All building components are assumed adequate and in good working order unless stated otherwise. Private water wells and private septic systems are assumed sufficient to comply with federal, state, or local health safety standards. No liability is assumed for the soundness of structural members since structural elements were not tested or studied to determine their structural integrity. The roof cover for all structures is assumed watertight unless otherwise noted. This document is not an inspection, engineering, or architectural report. If the client has any concern regarding structural, mechanical, or protective components of the improvements, or the adequacy or quality of sewer, water or other utilities, the client should hire an expert in the appropriate discipline before relying upon this report. No warranties or guarantees of any kind are expressed or implied regarding the current or future physical condition or operability of any property component.
21. Any exhibits in the report are intended to assist the reader in visualizing the subject property and its surroundings. The drawings are not surveys unless specifically identified as such. No responsibility is assumed for cartographic accuracy. Drawings are not intended to be exact in size, scale, or detail.
22. Value opinions involve only real estate, and inconsequential personal property. Unless explicitly stated otherwise, value conclusions do not include personal property, unaffixed equipment, trade fixtures, business-good will, chattel, or franchise items of material worth.

Contingent and Limiting Conditions

23. All information and comments concerning the location, market area, trends, construction quality, construction costs, value loss, physical condition, rents, or any other data for the subject represent estimates and opinions of the Appraiser. Expenses shown in the Income Approach, if used, are only estimates. They are based on past operating history, if available, and are stabilized as generally typical over a reasonable ownership period.
24. No liability is assumed for matters of legal nature that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, value opinion(s) formed herein are predicated upon the following assumptions. (A) The real property is appraised as though and assumed free from all value impairments including yet not limited to title defects, liens, encumbrances, title claims, boundary discrepancies, encroachments, adverse easements, environmental hazards, pest infestation, leases, and atypical physical deficiencies. (B) All real estate taxes and assessments, of any type, are assumed fully paid. (C) It is assumed ownership of the property appraised is lawful. (D) It is also assumed the subject property is operated under competent and prudent management. (E) The subject property was appraised as though and assumed free of indebtedness. (F) The subject real estate is assumed fully compliant with all applicable federal, state, and local environmental regulations and laws. (G) The subject is assumed fully compliant with all applicable zoning ordinances, building codes, use regulations, and restrictions of all types. (H) All licenses, consents, permits, or other documentation required by any relevant legislative or governmental authority, private entity, or organization have been obtained, or can easily be obtained or renewed for a nominal fee.
25. Conversion of the subject's income into a market value opinion is based upon typical financing terms that were readily available from a disinterested, third-party lender on this report's effective date. Atypical financing terms and conditions do not influence market value but may affect investment value.
26. This appraisal was prepared by BlackDog Appraisal Inc. and consists of trade secrets and commercial or financial information, which is privileged, confidential, and exempt from disclosure under 5 U.S.C. 522 (b) (4).
27. The Appraiser is not required to give testimony or produce documents because of having prepared this report unless arrangements are agreed to in advance. If the Appraiser is subpoenaed pursuant to court order or required to produce documents by judicial command, the client agrees to compensate the Appraiser for his appearance time, preparation time, travel time, and document preparation time at the regular hourly rate then in effect plus expenses and attorney fees. In the event the real property appraised is, or becomes the subject of litigation, a condemnation, or other legal proceeding, it is assumed the Appraiser will be given reasonable advanced notice, and reasonable additional time for court preparation.

Contingent and Limiting Conditions

28. Effective January 26, 1992, the Americans with Disabilities Act (ADA) - a national law, affects all non-residential real estate or the portion of any property, which is non-residential. The Appraiser has not observed the subject property to determine whether the subject conforms to the requirements of the ADA. It is possible a compliance survey, together with a detailed analysis of ADA requirements, could reveal the subject is not fully compliant. If such a determination was made, the subject's value may or may not be adversely affected. Since the Appraiser has no direct evidence, or knowledge pertaining to the subject's compliance or lack of compliance, this appraisal does not consider possible noncompliance or its effect on the subject's value.
29. BlackDog Appraisal Inc. and the Appraiser have no expertise in the field of insect, termite, or pest infestation. We are not qualified to detect the presence of these or any other unfavorable infestation. The Appraiser has no knowledge of the existence of any infestation on, under, above, or within the subject real estate. No overt evidence of infestation is apparent to the untrained eye. However, we have not specifically inspected or tested the subject property to determine the presence of any infestation. No effort was made to dismantle or probe the structure. No effort was exerted to observe enclosed, encased, or otherwise concealed evidence of infestation. The presence of any infestation would likely diminish the property's value. All value opinions in this communication assume there is no infestation of any type affecting the subject real estate or the Appraiser is not responsible for any infestation or for any expertise required to discover any infestation. Our client is urged to retain an expert in this field, if desired.
30. All opinions are those of the signatory Appraiser based on the information in this report. No responsibility is assumed by the Appraiser for changes in market conditions, or for the inability of the client, or any other party to achieve their desired results based upon the appraised value. Some of the assumptions or projections made herein can vary depending upon evolving events. We realize some assumptions may never occur and unexpected events or circumstances may occur. Therefore, actual results achieved during the projection period may differ from those set forth in this report. Compensation for appraisal services is dependent solely on the delivery of this report, and no other event or occurrence
31. No warranties are made by the Appraiser concerning the property's conformance with any applicable government code or property covenant including but not limited to all laws, ordinances, regulations, agreements, declarations, easements, condominium regulations, restrictions, either recorded or unrecorded. The client is urged to engage the services of a licensed attorney to confirm any legal issue affecting the property appraised. No liability or responsibility is assumed by the Appraiser to determine the cost of replacing or curing any supposedly defective physical component.
32. In the event of an alleged claim due to some defective physical component, the client must notify BlackDog Appraisal Inc. and allow its representatives and experts to examine and test the alleged defective component before any repairs or modifications are made. If any type of repair or modification is made without the knowledge of the Appraisers, the Appraiser is released from all liability, real or alleged.

Contingent and Limiting Conditions

- 33.** The client and all explicitly identified intended users agree to notify in writing BlackDog Appraisal Inc., within one year of this report's preparation date, of any claim relating to or arising from this report regardless of any statute of limitations. If BlackDog Appraisal Inc. does not receive this written notification within the year period defined in the paragraph, then the claimant releases the Appraiser from all claims arising from or related to this report.
- 34.** The client and all explicitly identified intended users acknowledge that any claim relating to this report shall be settled in accordance with the commercial arbitration rules of the American Arbitration Association with the Parties each paying an equal share of all associated costs.
- 35.** Any alleged claim must be filed in the Circuit Court for the County that encompasses most of or all of Grand Forks, North Dakota 58201 where the Appraiser's business office is located. If a court of law voids any portion of these Contingent and Limiting Conditions, then the remainder remains in full force and effect. The claimant(s) agree not to contest the venue set forth herein and to submit to, and not contest, the exercise of personal jurisdiction over them by the foregoing court. The claimant(s) waive all rights concerning the exercise of personal jurisdiction of them by the foregoing courts and all claims of or concerning forum non-conveniences in the foregoing forum.
- 36.** Superseding all comments to the contrary regardless of the date, this report may not be transferred or assigned without the prior written consent of BlackDog Appraisal Inc., the copyright holder.
- 37.** No part of this report shall be published or disseminated to the public by advertising media, public relations media, news media, sales media, electronic devices, or other media without the prior written consent of BlackDog Appraisal Inc. This restriction applies particularly as to analyses, opinions, and conclusions; the identity of the Appraiser; and any reference to the Appraisal Institute or its MAI, SRPA, or SRA designations. Furthermore, no part of this report may be reproduced or incorporated into any information retrieval system without prior written permission from BlackDog Appraisal Inc., the copyright holder.

Copyright Protection

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The descriptions, analyses, and conclusions stated herein are intended for the exclusive use of our client, Grand Forks Public Schools, and other explicitly identified intended users, solely for the intended use stated in this document.

BlackDog Appraisal Inc. retains all rights, title, and interests in all trademarks, trade names, trade secrets, data, conclusions, opinions, valuations, and other information included in, arising out of, or in any way related to this appraisal.

No person or entity shall be entitled to break down, strip out, mine, or disseminate any component or portion of this report, including, but not limited to any valuations, opinions, data compilations, or conclusions.

This report and all its contents is a culmination of intellectual and professional experiences, education, personal investigations, and know-how, which shall at all times remain the property of BlackDog Appraisal Inc., its sole owner.


End of Report

Brandon Baumbach
Business Manager

Department Phone: 701.787.4885
Direct Phone: 701.746.2205, Ext. 7126
Fax: 701.772.7739
bbaumbach020@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board
FROM: Brandon Baumbach, Business Manager
SUBJECT: Joint Powers Agreement between City, School District, and Valley Bus for Student Transportation Services
DATE: September 11, 2023



To clarify roles and responsibilities related to providing student transportation services to the district, the City of Grand Forks, Valley Bus Grand Forks, LLC., and the Grand Forks Public School District administration have drafted a joint powers agreement for the school board's consideration.

The agreement is the same mechanism used with our previous student transportation vendor to address an ongoing bus driver shortage by fostering partnerships among the entities. It clarifies that Valley will work directly with Cities Area Transit (The City of Grand Forks) in procuring bus drivers. The school district's relationship will be with Valley and agrees with the current contract for student transportation services.

If accepted, the term of the agreement will be through June 2, 2024.

The administrative recommendation is to approve the joint powers agreement as presented.

Attachment: Joint Powers Agreement



JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into by and between the following political subdivisions: the City of Grand Forks, hereinafter referred to as "City", and the Grand Forks Public School District No. 1, hereinafter referred to as "District" and the following corporation: Valley Bus Grand Forks LLC, hereinafter referred to as "Valley Bus".

RECITALS

WHEREAS, The District is a public school district offering public education;

WHEREAS, Valley Bus and the District have entered into the Student Transportation Agreement dated June 7, 2023, for Valley Bus to provide student transportation services to the District for the school years of 2023-24 and 2024-25 and 2025-26

WHEREAS, Valley Bus provides transportation services to the District's students via school buses and school vehicles owned by Valley Bus and operated by Valley Bus employees;

WHEREAS, there is a nationwide bus driver shortage;

WHEREAS, Valley Bus may not be always able to fulfill all the routes for student transportation of District students under the Student Transportation Agreement due to the bus driver shortage;

WHEREAS, the City has agreed to allow City Area Transit, hereinafter referred to as "CAT", bus drivers to operate and control Valley Bus buses in order for Valley Bus to fulfill all of the routes for student transportation under the Student Transportation Agreement and Valley Bus has accepted the assistance of the CAT bus drivers;

WHEREAS, this Agreement sets forth the terms and conditions relating to CAT bus drivers operating Valley Bus buses for Valley Bus to provide the District adequate and necessary student transportation to and from school and as needed under the Student Transportation Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **RECITALS AND PURPOSE.** The foregoing Recitals are true and accurate in all respects and are substantive terms which are expressly incorporated into and made part of this Agreement. The foregoing Recitals also provide the purpose of this agreement.

2. **AUTHORITY.** This agreement is authorized by Article VII, Section 10 of the Constitution of the State of North Dakota and North Dakota Century Code (NDCC) Chapters 54-40.3 and 15.1-30.

3. **TRANSPORTATION.** The City and Valley Bus hereby agree to have CAT bus drivers assist Valley Bus fulfill Valley Bus routes under the Student Transportation Agreement between Valley Bus and the District dated June 7, 2023. CAT bus drivers will provide transportation services to Valley Bus for the designated “Group II” routes which are only on the days and the times that school is in session for the District and District students are being transported to attend school during regular school hours Monday-Friday of each week during the 2023-24 school year (exclusive of any summer school sessions) and only for the limited purpose of transporting the District’s students to attend school during regular school hours.

4. **TERM.** Subject to early termination under Paragraph 14 below, the term of this Agreement shall be for one (1) school year beginning on August 30, 2023, and ending on June 2, 2024.

5. **COMPENSATION.**

For the 2023-234 school year, Valley Bus shall reimburse the City for CAT bus drivers at each driver’s regular and applicable overtime hourly rates, plus all applicable other costs and expenses of the employee allocable to period of time providing services under this Agreement, including the allocable portion of employment taxes and costs of benefits. Valley Bus should be solely responsible for this cost. The District shall be sent a courtesy copy of the CAT invoices sent to Valley Bus. In the event that Valley Bus defaults under this agreement and fails to pay the City for CAT bus drivers within 60 days of an invoice being sent to Valley Bus, the District, upon notice by the City, shall immediately pay the City the entire balance of the outstanding and unpaid invoices for CAT bus drivers, and thereafter the District shall pay the City for reimbursement of the CAT bus drivers at each driver’s normal hourly rate, and in such event the District shall be entitled to recover any payments made to the City from Valley Bus.

6. Intentionally Omitted.

7. **NECESSITY OF DRIVERS.** The parties hereto understand and agree that the needs of Valley Bus for bus drivers can only be approximated at this time. Specific needs cannot be determined due to the indeterminate number of bus drivers needed throughout the term of this agreement. To the extent CAT has bus drivers available, CAT will provide up to, but not exceeding, 2-3 CAT bus drivers to meet Valley Bus’s needs. The number of bus drivers that are available by CAT each day will be based on the number CAT’s workforce that are able to work (accounting for such matters as sick leave, personal day, vacation and other matters for which a CAT employee is not present), other transit services to be performed by CAT, and the duties and requirements of and imposed on CAT, including those a Transit Governmental Authority that has jurisdiction to enforce or administer. In the event less than 2-3 CAT bus drivers are available on a day, CAT will notify Valley Bus and Valley Bus shall be obligated to locate other bus drivers to make up for such shortage. Valley Bus may request the City to provide more than 2-3 CAT bus drivers upon showing it has exhausted all efforts to have a sufficient number of drivers to

meet the requirements for its service to the District and the City may, in the exercise of its sole discretion (which exercise of discretion shall include, but is not limited to, consideration of the factors described in this Agreement the availability CAT bus drivers), provide such additional CAT bus drivers, and if the City does provide such excess CAT bus drivers, all of the terms and conditions of this Agreement shall apply to such excess CAT bus drivers.

8. **SCHEDULE OF SERVICES.** Valley Bus and the City shall plan and coordinate with each other to establish bus driver coverage and schedules for student transportation.

9. **DRIVER QUALIFICATIONS, SAFETY, & TRAINING.** CAT bus drivers shall abide by safety requirements imposed by law on school buses and school vehicles and on school bus drivers when students are being transported. CAT bus drivers directed by Valley Bus shall have all necessary qualifications and training to provide student transportation services to the District as required by North Dakota State law. All training of City and CAT bus drivers to meet the requirements of North Dakota State law for the transportation of students shall be provided by Valley Bus at the sole cost and expense of Valley Bus. CAT shall employ qualified and licensed bus drivers to operate Valley Bus buses used to transport students. The drivers of all school buses and school vehicles shall abide by all traffic laws imposed by the State of North Dakota

10. **INDIVIDUALS TO OPERATE BUSES.** Under NDCC Chapter 15.1-30-08, all drivers of school buses must be named in the bus contract. Therefore, a list of the current school bus drivers is attached hereto as Exhibit A. Only individuals named in the attached Exhibit A may operate school buses unless a change is authorized by the school board of the District. In case of an emergency or other unforeseen event, the parties may waive the requirement for only named individuals to operate school buses.

11. **EMPLOYMENT OF BUS DRIVERS.** The City shall employ the CAT bus drivers and shall make all hiring and termination decisions. The City shall be solely responsible to pay the salaries or hourly wages, and all employment benefits to the CAT drivers. Valley Bus shall direct and supervise CAT bus drivers while transporting District students. The City agrees CAT bus drivers will be subject to the District's school board policies and employee handbook while transporting District students. The parties acknowledge and agree each shall perform as independent contractors under this Agreement, and their respective employees, agents, and representatives are not employees of any other party for any purpose, including, but not limited to, the application of the Social Security Act, the North Dakota Unemployment Compensation Act, and the North Dakota Workers' Compensation Act. No part of this Agreement shall be construed to represent the creation of an employer/employee relationship.

12. **APPROVAL OF BUS DRIVERS.** The District and Valley Bus shall have the right to approve or disapprove of any CAT bus driver assigned to transport District students under this Agreement, provided any disapproval is not unreasonable. In the event the

District or Valley Bus disapproves of a CAT bus driver, the District/Valley Bus may request the replacement of such position by the City and such request shall be in writing and shall specify the good faith basis for the request. Upon receipt of such written request, the City shall make reasonable efforts to replace the position and subject to the availability of a replacement CAT bus driver as described in Paragraph 7.

13. **CONTROL AND DISCIPLINE OF STUDENTS.** The parties agree the driver of each Valley Bus vehicle or bus shall have control and discipline over all students, while being transported on Valley Bus buses, subject to the District's direction of adequate and appropriate discipline measures. In the event of a student incident, all bus drivers, including, CAT bus drivers shall immediately report the incident to Valley Bus and Valley Bus shall report such incident to the student's principal of the District and shall document the incident with an incident report and shall supplement such report with video camera footage.

14. **TERMINATION AND DEFAULT.**

(a) The City may immediately terminate this agreement, at any time and prior to the end of the term hereof, in the event any federal or state governmental entity, agency, department, commission, board, bureau or instrumentality, which has or exercises any jurisdiction over the City and/or CAT, including but not limited to the Federal Transit Administration ("Transit Governmental Authority") has notified the City or CAT (1) the City's or CAT's performance under this Agreement, or any term or condition of this Agreement, would cause the City or CAT to lose funding provided to the City or CAT by said Transit Governmental Authority and/or (b) would be in violation of any law, statute, code, ordinance, order, rule, regulation, judgment, decree, determination, award, injunction, franchise, permit, certificate, license, authorization, standard, policy, practice, guideline or other direction or requirement applicable to the City or CAT that said Transit Governmental Authority has jurisdiction to enforce or administer. The City shall provide written notice to the other parties of a termination under this Paragraph 14(a).

(b) This agreement may be terminated by the City prior to the end of the term hereof by providing sixty (60) days prior written of all the parties.

(c) This agreement may be terminated prior to the end of the term hereof by mutual written agreement of all the parties.

(d) If any party shall violate any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other parties to terminate this Agreement. The party desiring to terminate under this Paragraph 14(d) shall give the offending party(ies) sixty (60) days written notice to remedy the violation. If at the end of such time the party(ies) notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

15. **SCHOOL CANCELLATION OR SIMILAR EVENT.** The City understands and acknowledges that the District may cancel transportation services due to a school day

cancellation, late start or early release. In the event of a school cancellation, delayed start, or early release, the District will make reasonable efforts to notify Valley Bus as soon as reasonably possible regarding the bus schedule for that day and Valley Bus shall be responsible to notify the City.

16. **BUS DELAYS.** The District understands and acknowledges that many factors may cause a bus to run late, including but not limited to, inclement weather, traffic, trains, emergency situations, equipment malfunction and the number of available CAT bus drivers as provided and described in Paragraph 7. However, Valley Bus and CAT school bus drivers will make reasonable efforts to keep on time with the bus schedule but cannot guarantee any specific drop off or pick-up times.

17. **NOTICES.** Any notice required in writing under this Agreement, shall be deemed given if personally delivered or deposited in the United States Post Office for certified mail, returned receipt requested, postage prepaid, addressed to the party's address stated below or such other place as the parties may designate in writing.

Grand Forks Public School District No. 1
Attn: Brandon Baumbach, Business Manager
2400 47th Ave South
Grand Forks, ND 58201

Valley Bus Grand Forks LLC
Attn: John McLaughlin
2761 Leahy Ave S
Fargo, ND 58103

City of Grand Forks – City Area Transit
Attn: Dale Bergman
867 South 48th Street
Grand Forks, ND 58201

18. **INDEMNITY.** Valley Bus shall hold the City and the District and their respective council members, board members, officers, employees, agents, successors and assigns harmless and free from all liability, damages, causes of action, claims, costs, expenses and fees (including attorneys' fees) arising out of or in connection with this Agreement. Notwithstanding anything to the contrary, the City shall be responsible to evaluate the Reasonable Suspicion of Impairment of the bus drivers it under this Agreement.

19. **ASSIGNMENT.** The parties shall not assign their rights and obligations under this Agreement unless agreed upon in writing by the parties and approved by the Grand Forks Public School District school board.

20. **INSURANCE.** Through the term of this agreement, Valley Bus shall continuously carry and keep in force throughout the term of this Agreement, at Valley Bus's own expense, all insurance policies and coverages provided in the Student Transportation Agreement signed by the District and Valley Bus. Valley Bus shall add each CAT bus driver to Valley bus's said policies and coverages as an additional insured

parties prior to transporting District student. Valley Bus shall promptly provide to the City and CAT a certificate(s) of insurance evidencing such coverage. Each insurance policy shall include a requirement that the insurer provide the City and CAT at least 30 days written notice of cancellation or material change in the terms or provisions of the applicable policy.

22. **NONWAIVER.** No waiver by a party of any breach by the other party of its obligations hereunder shall be a waiver of any subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other party shall not be a waiver of its rights or remedies with respect to the breach, or the required time of payment or performance of a party's obligations.

23. **SEVERABILITY.** In the event any provision herein is determined by a court of competent jurisdiction to be illegal, void, or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

24. **GOVERNING LAW.** This Agreement shall be construed in accordance with the State Laws of North Dakota.

25. **MODIFICATION.** The parties hereto may modify the terms of this Agreement in whole or in part by mutual written agreement.

26. **HEIRS AND ASSIGNS.** All the covenants, promises, agreements, and conditions contained in this Agreement shall be binding upon the parties and their respective heirs, personal representatives, administrators, successors and assigns.

27. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between City, District and Dietrich concerning the transportation of students. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than as set forth herein. Any previous covenants, promises, agreements, conditions, or understandings, whether written or oral, by and between the parties with respect to the transportation of students are superseded by this Agreement.

IN WITNESS WHEREOF, the execution hereof effective as of the date first set forth above.

GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1

By: Amber Flynn
Its: School Board President

Date

By: Brandon Baumbach
Its: Business Manager

Date

CITY OF GRAND FORKS

By: Brandon Bochenski
Its: Mayor

Date

Attest:

By: Maureen Storstad
Its: Auditor

Date

Valley Bus Grand Forks LLC

By:
Its:

Date

MEMORANDUM

TO: Grand Forks School Board Members
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Policy Review
DATE: September 11, 2023

TB

The Policy Review Committee met on September 5, 2023, and along with the District Administration recommends the following:

To complete the first reading of the following policies as written or amended:

Please note that any complementing board regulations and rescission of any policies that will be replaced by a policy listed below will be brought forward at the same time as the second reading and adoption of the below policy.

1. ABAD, Virtual School (as amended)
2. ABEC, School Meal Charge Policy (as amended)
3. BC, Meetings of the Board (as amended)
4. BCAA, Board Meeting Agenda and Pre-Meeting Preparation (as amended) (will replace BCAB, Board Meeting Procedures)
5. DGGA, Professional Development Plan (as amended)
6. FAAA, Open Enrollment (as amended)
7. FFD, Possessing Weapons (as amended)
8. FFK, Suspension and Expulsion (as amended)
9. KAAA, Visitors in the Schools (as amended)
10. GACG, Educational Opportunities Through Sponsoring Entities (as amended)
11. HCAE, Disbursement of Monies (as amended) (will replace 8400, Business Manager-Disbursement of Funds)
12. FDB, Education of the Homeless Student (as amended)
13. FDH, Students in Foster Care (as amended)

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Attachments

VIRTUAL SCHOOL

Definitions

- *Academic pacing guide* means a document created or adopted by the school district which outlines the amount of course content covered during each portion of the school year.
- *Educational equity* means every student has access to the resources and educational rigor they need at the right moment in their education regardless of race, gender, ethnicity, language, disability, family background, or family income.
- *Virtual instruction* means teaching and learning that takes place through digital means and can be synchronous or asynchronous.
- *Virtual school* means an educational institution operated by a school district in this state which offers virtual instruction. Virtual schools generally do not maintain a physical facility, and students and teachers are geographically remote from one another.
- *[Military-connected student means a student impacted by a military-directed reassignment or mid-year relocation.]*

Virtual School Requirements

The District endorses the offering of full-time virtual instruction through the Grand Forks Virtual Secondary School for students in grades K-12 in accordance with state law and administrative rules.

The Grand Forks Virtual Secondary School is an alternative academic environment for students who desire a different approach to the traditional school setting. The courses offered in the virtual school shall align with the District's approved curriculum and standards for learning.

The Board prioritizes educational equity by identifying and removing institutional barriers and other factors that obstruct access and opportunity to a quality, virtual education. Students regardless of race, color, religion, sex, gender identify, national origin, ancestry, disability, or age, will have an opportunity to enroll in the Grand Forks Virtual Secondary School.

The Board acknowledges that online learning is not for everyone. The District, in consultation with the parent/guardian and student, shall assess student readiness to determine if virtual instruction is right for them. As with students enrolled in traditional schools, the 504 or IEP team shall have decision-making authority for students with disabilities enrolled in the virtual school.

Students in grades K-5 may transfer into or out of the virtual school prior to the start of the school year or at the trimester breaks. Students in grades 6–12 may transfer into or out of the virtual school prior to the start of the school year or at the semester breaks.

Students enrolled in the Grand Forks Virtual Secondary School must maintain expected progress in their courses for their age, grade, and ability level. Expectations will be communicated to the students and parent(s)/guardian(s) by the teacher at the beginning of the course. Students unable to meet the expected progress in their courses may be required to return to in-person instruction.

Students participating in extracurricular and/or cocurricular activities must adhere to district policies, academic pacing guides, and grade requirements to maintain extracurricular eligibility.

Virtual students shall participate in all state and district-wide assessments in the same manner as students enrolled in traditional instruction.

Student attendance will be recorded on a daily basis. In addition, the District shall verify the attendance of students participating in virtual instruction by monitoring the student's progress on academic pacing guides set forth in the Grand Forks Virtual Secondary School Handbook.

In accordance with state law, non-district resident students shall not be allowed to open-enroll into the Grand Forks Virtual Secondary School [except for military-connected students, students with medical conditions unable to physically attend school, or students moving out of state. Military-connected students, students with medical conditions unable to physically attend school, or students moving out of state may enroll early or remain enrolled and attend the Grand Forks Virtual Secondary School but only for the duration of the current school year. However, a cost-sharing agreement with the a student's resident district, may be used to allow non-resident enrollment in the virtual school.

Teachers employed with the Grand Forks Virtual Secondary School shall receive professional development specific to virtual learning.

Additional information for the Grand Forks Virtual Secondary School can be found in the respective Virtual School Handbook.

End of Grand Forks Public School District Policy ABAD Adopted: 4/24/2023
..... Amended: xx/xx/xxxx

REQ'D 02/2022 07/2023

SCHOOL MEAL CHARGE POLICY

Purpose

The purpose of this policy is to establish consistent district practices for the provision of meals to students who have insufficient funds in their school meal accounts and the collection of unpaid meal debt.

Adults

Adults are prohibited from charging meals.

Dissemination

The ~~Child Nutrition Director~~ Superintendent must ensure the school meal charge policy is posted on the District's website and provided in writing, to all parents/guardians of students at the start of each school year and to the parents/guardians of students transferring to the school mid-year. The Child Nutrition Director shall also provide the policy to all school and district-level staff members responsible for the enforcement of this regulation.

The District may use additional methods to disseminate the policy on an ongoing basis throughout the school year.

Payment Options

Parents/Guardians are responsible to ensure that students have sufficient funds to purchase school meals each day or pre-pay for meals, to avoid accruing meal charges. District payment options for student meal accounts include in person, online payment, or automatic payment. When the student's meal account has reached a \$5 balance, an automated email and/or text message will be sent to the parent/guardian once a week. These notices will continue until adequate funds are received. Families may sign up at www.MySchoolBucks.com to receive low balance notifications, check on account status and, for a small fee make online deposits.

Charging Procedure

~~In the event a student has insufficient funds in their meal account, the student will continue to receive the meal of their choice. If a student's meal account reaches a negative \$30 balance a referral will be made to the student's school administration and/or assigned social worker. The maximum allowable charge balance is \$50.~~

Provision of Meals to Students with Insufficient Funds

A school meal may not be denied to a student who requests one regardless of the status of the student's meal account or ability to pay unless the student's parent or guardian has provided written permission to the school to withhold a meal. An alternative meal may not be served to a student with an unpaid student meal balance or without funds to pay for a meal. A school meal that has already been served to the student may not be disposed of or taken away from the student on account of the student having an unpaid meal balance or lacking the funds to pay for a meal.

A student with a negative meal balance is prohibited from charging a la carte or extra items (e.g., a second milk or additional entrée).

A student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students may not be limited as a result of an unpaid or negative student meal balance.

Payment Reminders

The Child Nutrition Office will periodically run reports and attempt to collect on large balances throughout the school year. The school's cook manager shall notify the parents/guardians of the student's negative balance meal account once a week until the meal account has been restored to a positive balance. Notice may be provided by requiring the student to deliver a sealed letter addressed to the child's parent or guardian, but the letter may not be distributed to the student in a manner that stigmatizes the student.

If a pattern of charging continues, administration shall attempt to contact the student's parents/guardians and encourage them to complete a free or reduced meal application. Nothing in this procedure prohibits school district personnel from reporting suspected abuse or neglect of a student as required by law.

Unpaid Meal Charges

The parent/guardian/student is expected to pay all outstanding meal charges within two (2) weeks. If they fail to do so, the District may rollover debt or refer the debt to collections. If a student's meal account balance reaches a negative \$50, the District may use an alternative funding source (e.g., nonfederal funding or charitable funding source) to offset costs incurred from unpaid meal charges and collection fees. A student may not be required to provide services or perform work, including cleaning duties or chores, to pay for school meals debt.

Balance

Students returning to school in the dDistrict shall see a positive meal balance rolled forward into their meal account for the next year. Students who graduate or withdraw from the dDistrict may receive a refund of the remaining balance in their meal account upon request unless they wish to donate the funds.

A written request for a refund of monies remaining in an enrolled student's meal account at the end of the school year must be submitted to the Child Nutrition Office by the end of September. A student who is graduating shall be given the option to transfer meal funds to a sibling's account. Any money left in an inactive account may be donated to help struggling students with insufficient funds in their meal accounts.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [ABEC-AR](#), Adult Meals

End of Grand Forks Public School District Policy ABEC.....Adopted: 5/23/2022

.....Amended: xx/xx/xxxx

REQ'D 09/202007/2023

MEETINGS OF THE BOARD

Quorum

Five (5) members of the Board will constitute a quorum. The Board may exercise its powers only in a properly called meeting where a quorum is present.

Regular Meetings

Except for the months of July, December, and June, the Grand Forks Public School District School Board shall meet on the second and fourth Mondays of the month unless rescheduling is necessary as determined by the Board President. Typically, the meetings will begin at 6:00 p.m. All board meetings shall be properly noticed in accordance with law.

At the beginning of each regular school board meeting, board members must be given the opportunity to participate in a voluntary recitation of the pledge of allegiance.

Work Sessions and Retreats

The Board may, from time to time, meet in work sessions, also known as retreats, at a time and place conducive to in-depth discussion of the policies and goals of the District. All such meetings shall be open to the public and subject to the same notice requirements as any other meeting of the Board. Official action may be taken at a work session.

Board Meeting Procedures

All meetings will be conducted in an orderly and businesslike manner, using Robert's Rules of Order as a guide except when such rules are superseded by board policy or state and/or federal law.

All votes of the Board, other than on procedural matters, shall be roll call votes on an alternating pattern using last names, with the votes of each member being made public at the open meeting. Procedural votes must be recorded roll call votes upon the request of any member of the Board.

At the request of a resident of the District, the District must record a regular or special meeting, archive the recording, and make the recording available to the public. A request must be submitted to the Superintendent no later than seven days prior to the meeting. The District shall publish on its website a link to the recording of a board meeting. The recording must be available on the District's website for no fewer than three months from seven days after the meeting. This requirement does not apply to executive sessions nor work sessions held as part of a regular or special meeting.

If the District provides a livestream of a regular or special meeting of the Board, the District must notify the public of the location of the link to access the livestream in the meeting notice.

Training

The Board may, from time to time, meet in training seminars. No public business shall be considered or discussed in a training seminar. Training seminars shall be noticed however per state law this type of meeting is not subject to open meeting laws.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- BC-E, Sample Meeting Notice
- BCAA, Board Meeting Agenda and Pre-Meeting Preparation
- BCAD, Executive Session

Descriptor Code: BC

End of Grand Forks Public School District Policy BC..... Adopted: 5/10/2021
Amended: 10/25/2021
Amended: ~~xx/xx/xxxx~~

REC ~~8/2021~~07/2023

DRAFT

BOARD MEETING AGENDA &AND PRE-MEETING PREPARATION

Agenda

The Superintendent, in consultation with the Board President, shall prepare agendas. Persons wishing items to be included in the agenda shall submit those items to the Superintendent no later than five days prior to the regular board meeting. Inclusion shall be at the discretion of the Superintendent and Board President.

Regular Meeting Agenda

The Board shall follow the order of business set up by the agenda unless altered by consent of the members present at the regular meeting. Items may be added to the agenda at regular meetings with the consent of a majority of the Board.

The order of business shall generally be as follows:

1. Call to Order & and Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes
4. Public Comments
5. Superintendent's Recommendations for Discussion
6. Superintendent's Recommendations for Action
7. Other:
 - a. Announcements
 - b. Board Requests for Future Consideration
 - c. School Board Norms – How Did We Do?
8. Special Sessions (executive session, work session, etc.)
9. Adjournment

Publication of Agenda

In order that citizens can be aware of the school board's regular meetings, the board will publish in the newspaper, in advance, the date, time, and location of the meeting along with website directions to the notice of meeting/agenda for each meeting.

Pre-Meeting Preparation

The agenda, minutes of the previous meeting, and relevant supplementary information will be delivered to each board member at least three days in advance of each regular board meeting ~~and will be available to any interested citizen at the superintendent's office at that time~~. School principals and District directors will be notified in advance of meetings of the Board. Upon request, local news media representatives and citizens may obtain copies of board meeting materials from the district. The ~~notice of meeting agenda~~ will be posted at the district office and at the location of the meeting on the day of the meeting.

Board members are expected to read the information provided them and to contact the Business Manager or Superintendent to request additional background necessary to assist them in their decision-making responsibilities.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- BBBA, Officers of the Board
- BBBB, School Board Committees
- BC, Meetings of the Board
- BCAB, Board Meeting Procedures

Descriptor Code: BCAA

- [BCAC, Minutes](#)

End of Grand Forks Public School District Policy BCAA Adopted: 7/12/2021
Amended: 10/25/2021; 11/22/2021; ~~Amended: 2/28/2022; xx/xx/xxxx~~

REC ~~03/2012~~[07/2023](#)

DRAFT

PROFESSIONAL DEVELOPMENT PLAN

The Board requires all licensed and ancillary personnel to participate in professional development contained in law and required by the ~~d~~District.

The Superintendent or designee shall recommend professional development content areas appropriate for school staff to the Board. The Board may designate professional development for the District. Professional development must include the training required under NDCC 15.1-21-12.1, but may also include other content areas, including behavioral, physical, or mental health.

Professional Development Plan

The Superintendent or designee shall develop a professional development plan that is based on the District's strategic plan. Professional development activities may include inservice workshops, a professional library, short-term professional leave, and assistance from consultants. All professional development activities shall be within district budgetary parameters.

The professional development plan shall be evaluated based on specific plan evaluation criteria developed by the Superintendent or designee.

End of Grand Forks Public School District Policy DGGA..... Adopted: 11/23/2020
.....Amended: xx/xx/xxxx

REC COGNIA 08/201707/2023

OPEN ENROLLMENT

Open enrollment applications received from residents of other North Dakota school districts will be acted upon by the Board at a regular or special meeting prior to the deadline established by law. A parent or guardian who wishes to open enroll a student in the District shall file an application for approval with the Board. All applications will be reviewed and acted upon in the same chronological order as they were received.

Criteria for acceptance or rejection may be based upon the capacity of a program, ~~class~~, grade level, or school building. The Board shall not deny an application on the basis of previous academic achievement, participation in extracurricular activities, disabilities, English language proficiency or previous disciplinary proceedings.

The District shall not give or offer to give remuneration or directly or indirectly exert influence upon the student or the student's family, in order to encourage participation in the open enrollment program. This does not include providing informational materials about the program.

The Business Manager or designee shall notify the parent or guardian and the resident district of the Board's acceptance or rejection of an application ~~within five days of the decision.~~

The District reserves the right for the Superintendent or designee to assign a building and to determine the class schedule for students who are accepted under this policy.

The District shall not be responsible for transportation of resident students who have enrolled in other districts through the open enrollment process or for students from other districts admitted through open enrollment.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [FAAA-E](#), Open Enrollment and Tuition Agreement Comparison Guide

End of Grand Forks Public School District Policy FAAA..... Adopted: 3/8/2020
Amended 10/25/2021: xx/xx/xxxx

REQ'D 05/202107/2023

POSSESSING WEAPONS

Definitions

This policy defines the following:

- ~~• *Dangerous weapon* as defined by NDCC 62.1-01-01(1)~~
- ~~• *Firearm* as defined in accordance with 18 U.S.C. 921 and NDCC 62.1-01-01(3)~~
- ~~• *Dangerous weapon* means, as defined in 18 U.S.C. 930(g)(2), a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.~~
- ~~• *Firearm* means, as defined in 18 U.S.C. 921, (1) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm silencer; or (4) any destructive device. The term does not include an antique firearm.~~
- *School property* is as defined in NDCC 15.1-19-10 (6)(~~bc~~) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by the District, and the site of any school-sponsored event or activity.

Prohibitions

Students are prohibited from possessing on school property or at a school function a firearm, dangerous weapon, or any object that is used, attempted to be used, or threatened to be used to intimidate or cause bodily harm.

Disciplinary Consequences

Violation of this policy will result in disciplinary action up to and including suspension or expulsion. ~~Bringing a dangerous weapon, other than a firearm, to school will require that proceedings for up to 10 days suspension and/or expulsion through the end of the current school year be initiated immediately in accordance with the district's suspension and expulsion policy.~~

Bringing a firearm to school will require that the District immediately suspend the student and initiate proceedings for the expulsion of the student involved for a minimum of one calendar year in accordance with the ~~d~~District's suspension and expulsion policy. The Superintendent may modify the length of a firearms-related expulsion to less than one calendar year on a case-by-case basis based on the following criteria:

1. The totality of the circumstances, including the severity of the incident and the degree of endangerment of other students and staff.
2. The age and grade level of the student.
3. The prior disciplinary history of the student being expelled.
4. Relevant factors that contributed to the student's decision to possess a firearm in violation of this policy.
5. The recency and severity of prior acts resulting in suspension or expulsion.
6. Whether or not the optional provision of educational services in an alternative setting is a viable alternative to modifying the duration of the expulsion.

7. Input, if any, provided by licensed professionals (psychologists, psychiatrists, counselors) as to whether or not the expelled student would place themselves or others at risk by returning to the school prior to the expiration of the expulsion period.

Any modifications of the one calendar year expulsion must be documented in writing.

Dangerous weapons will be confiscated and may be turned over to the student's parents or to law enforcement officials at the discretion of the administration. Firearms will be confiscated and turned over to law enforcement.

The District must refer any student who ~~brings-possesses~~ a firearm on school property or at a school function to the criminal justice or juvenile delinquency system.

Special Education Students

A student who is defined as having a disability under the Individuals with Disabilities Education Act (IDEA) who ~~has-brought-possesses~~ a firearm or dangerous weapon ~~to-on~~ school or at a school function shall be handled in accordance with IDEA regulations. The District shall make manifestation determinations, disciplinary decisions, referral decisions, and placement decisions of such students in accordance with IDEA regulations.

Nonapplicable Provisions

This policy does not apply to students enrolled and participating in a school-sponsored shooting sport, provided that the student informs the school principal of the student's participation, and the student complies with all requirements set by the principal regarding the safe handling and storage of the firearm. The principal may allow authorized persons to display dangerous weapons or look-a-likes for educational purposes. Such an approved display will be exempt from this policy.

A student who finds a firearm or dangerous weapon on the way to school, on or in school property or at a school function, or discovers that they unknowingly have a firearm or dangerous weapon in their possession may not be considered to possess it if they immediately turn it over to a District employee or notify a District employee of its location.

Reporting

The District shall annually report compliance with all state expulsion requirements to the Department of Public Instruction. Each incident in which a student is found to have ~~brought-possessed~~ a firearm on school property or at a school function must be reported as an infraction, even if the Superintendent elects to modify the required expulsion period or impose no penalty. Any incidents in which a student covered by the provisions of the IDEA ~~brings-possesses~~ a firearm or dangerous weapon on school property or at a school function must also be included, even if it is determined that the incident is a manifestation of the student's disability and that the penalties should be modified or not imposed. Any modification of the one-year expulsion requirement must also be reported.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [FFK](#), Suspension and Expulsion
- [FFK-BR](#), Suspension and Expulsion Regulations
- [FFK-AR1](#), Suggested Procedure for Conducting an Expulsion Hearing
- [FFK-AR2](#), Suspension and Expulsion for Special Education Students

Descriptor Code: FFD

End of Grand Forks Public School District Policy FFD Adopted: 5/26/2020
Amended: 10/25/2021; Amended: 2/27/2023; xx/xx/xxxx

REQ'D 08/202207/2023

DRAFT

SUSPENSION AND EXPULSION

Definitions

This policy defines the following:

- ~~Dangerous weapon as defined by NDCC 62.1-01-01~~
- Dangerous weapon means, as defined in 18 U.S.C. 930(g)(2), a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length.
- *Expulsion* means the exclusion of a student, including one enrolled in an alternative education program, from school for insubordination, habitual indolence, or disorderly conduct provided the expulsion does not last beyond the termination of the current school year. A student who violates the District's weapons policy may be expelled for up to twelve months. A procedural due process hearing must be provided to the student in accordance with law and district regulation before the determination to expel a student is made.
- ~~Firearm as defined by NDCC 62.1-01-01~~
- Firearm means, as defined in 18 U.S.C. 921, (1) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm silencer; or (4) any destructive device. The term does not include an antique firearm.
- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.
- *Suspension* includes in-school suspension from classes and out-of-school exclusion from classes, school property, and activities.

Suspension/Expulsion Authority

The Board hereby delegates to the Superintendent and each principal the authority to deal with disciplinary problems in their school, including suspension and recommendation for expulsion of a student. Suspension shall not be imposed beyond the maximum duration permitted by law.

The Board designates the Superintendent or designee to serve as the hearing officer for expulsion hearings unless not qualified to serve as defined in board regulations. In such cases, the Board shall appoint an alternative hearing officer.

The hearing officer may expel a student for conduct that violates this policy, after providing notice and a hearing, as set forth in board regulations. When the hearing officer is someone other than the Grand Forks Public School District Board, the student may seek a review of the hearing officer's expulsion decision by the Board based on the record of the hearing.

Expulsion shall not be imposed beyond the maximum duration permitted by law.

Conduct Subject to Suspension/Expulsion

Conduct, including but not limited to the following, exhibited while on school property, during a school-sponsored activity, or during a school-related activity is subject to suspension or expulsion:

1. Causing or attempting to cause damage to school property or stealing or attempting to steal school property of value;
2. Causing or attempting to cause damage to private property or stealing or attempting to steal private property;
3. Causing or attempting to cause physical injury to another individual, except in self-defense;
4. Possessing ~~or transmitting~~ on school property or at a school function a firearm, dangerous weapon, or any object that is used, attempted to be used, or threatened to be used to intimidate or cause bodily harm.;
5. Possessing, using, transmitting, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind;
6. Disobedience or defiance of proper authority;
7. Behavior that is detrimental to the welfare, safety, or morals of other students;
8. Truancy;
9. Offensive or vulgar language when it is obscene, defamatory, or inciteful to violence and disruptive of the educational process;
10. Threats of violence, bomb threats, or threats of injury to individuals or property;
11. Student behavior that is detrimental or disruptive to the educational process, as determined by the principal.

Information regarding the conduct subject to suspension or expulsion must be posted in a prominent place in each school and must be published in student handbooks.

Suspension or Expulsion of Students with Disabilities

The District shall comply with the provisions of the Individuals with Disabilities Education Act when suspending or expelling a special education student. The District shall not expel any student with a disability when the student's particular act of gross disobedience or misconduct is a manifestation of the student's disability. Education services must continue for IDEA eligible students who are expelled.

The District is not required to refer a regular education student who has been suspended or expelled for violation of school rules and/or district policy for special education assessment and evaluation to determine if such a student might have a disability. A suspended regular education student is not entitled to the reinstatement of school privileges pending any assessment and evaluation that is to be made during the term of the student's suspension.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- FGDB, Student Handbooks
- [FFK-BR](#), Suspension ~~&and~~ Expulsion Regulations
- [FFK-AR1](#), Suggested Procedure for Conducting an Expulsion Hearing
- [FFK-AR2](#), Suspension ~~&and~~ Expulsion of Special Education Students

End of Grand Forks Public School District Policy FFK Adopted: 2/22/2021

Amended: 2/28/2022: ~~xx/xx/xxxx~~

REQ'D 11/2021

VISITORS IN THE SCHOOLS

Definitions

This policy defines the following:

- *School property* is defined in NDCC 15.1-19-10(6)(b) as all land within the perimeter of the school site and all school buildings, structures, facilities, and school vehicles, whether owned or leased by a school district, and the site of any school-sponsored event or activity.

Visitor Expectations

The Board encourages parents and community members to visit district schools to become better informed about day-to-day operations and observe the educational process. Because schools are places of work and learning, visitors shall observe the following requirements when visiting district schools, which are created to ensure the educational environment is not disrupted;

1. Visitors shall comply with applicable state law and district policy/regulations while on school property. No person shall enter school property for unlawful purposes or for purposes unauthorized by the Board. The District ~~shall~~will enforce state law on willful disruption of schools. The Superintendent shall make a reasonable effort to keep the public informed about district policies pertaining to visitors such as, but not limited to: drug, alcohol, and tobacco use; sexual offenders; patron grievances; and other policies designed to maintain order;
2. Visitors are prohibited from engaging in disruptive conduct that is interfering or interrupting the orderly operation/management of the District, or that is insulting, harassing, or threatening toward district personnel or students. Visitors who engage in such conduct will immediately be asked to leave school property;
3. Solicitors are not permitted on school property except when authorized in accordance with state law and/or applicable district policy;
4. Visitors shall be prohibited from electronically recording district students and staff. This policy does not apply to visitors electronically recording school-sponsored events not governed by copyright laws and non-school-sponsored activities and events held on school property. The Board may also create an exception to this policy for members of the press; and
5. Public visits to classrooms shall not be for the purpose of evaluating teachers, teaching methods, or curriculum. Visitors who wish to observe a classroom shall schedule their visits in advance according to administrative regulations. Visitors shall agree to follow this policy and any administrative regulations governing classroom observation prior to receiving classroom observation privileges.

Private tutors may be allowed on school property for the purpose of providing tutoring services to students. Private tutors shall observe the same requirements including signing a confidentiality agreement as other visitors when visiting district schools.]

Policy Violations

Individuals who violate any portion of this policy or applicable administrative regulations shall receive a warning that they are in violation of a district policy/regulation and may be asked by the Superintendent, building principal, or designee to leave school property. The Superintendent, building principal, or designee shall ask visitors who violate district policy/regulations or willfully disrupt school operations to leave school property. If an individual refuses to leave when asked, school administration shall seek the assistance of

law enforcement to remove the individual from school property. The Board reserves the right to limit or restrict an individual's ability to access school property if their conduct is in violation of this policy.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [ABBA](#), North Dakota's Comprehensive Model School Policy for Tobacco Use
- [ACCA](#), Sexual Offenders on School Property
- [ACCA-BR](#), Criteria for Granting Parent Offenders Privileges to Enter School
- [DEAA](#), Drug & Alcohol-Free Workplace
- [FFA](#), Student Alcohol & Other Drug Use/Abuse
- [HCB](#), Sales Calls & Demonstrations
- [HCB-BR](#), Solicitations
- [KAAA-AR](#), Visitors in Schools Regulations
- [KACB](#), Complaints about Personnel
- [KBA](#), Relations with the News Media

End of Grand Forks Public School District Policy KAAA Adopted: 1/11/2021

..... Amended: xx/xx/xxxx

REC ~~02/2020~~07/2023

EDUCATIONAL OPPORTUNITIES THROUGH SPONSORING ENTITIES

Definitions

For the purpose of this policy:

- *Educational opportunity* means instruction outside of the classroom that meets course standards, as determined by the Superintendent of Public Instruction. This includes work-based learning, pre-apprenticeships, apprenticeships, internships, industry certifications, and community programs.
- *Sponsoring entity* means a business, for-profit organization, nonprofit organization, trade association, parent of a student, teacher, or administrator that partners with a school district to provide educational opportunities for students.
- *Teacher of record* means a teacher employed by the District and licensed to teach the course for which the student will be receiving credit. The teacher of record must oversee the educational opportunity process. The teacher of record does not need to be physically present at the site where the student is performing the learning activities but must be instrumental in coordinating and communicating with the sponsoring entity. The teacher of record is also responsible for issuing the grade to the student. Because the student is learning through hands-on activity, the student would be learning from both the teacher of record as well as the sponsoring entity during the experience.

Purpose

The Board recognizes that while traditional classroom learning is important, students have the ability to learn through a variety of experiences and develop knowledge and skills in a hands-on way outside the classroom. Pursuant to state law and in accordance with applicable administrative rules, the District may allow students enrolled in grades six through twelve to earn course credit through educational opportunities with an eligible sponsoring entity. The student's learning experience may occur during school hours, outside of school hours, or a combination of both. Course credit shall be awarded, provided that content standards are met, and the student has fulfilled the mandatory hours set forth in NDCC 15.1-21-03.

Sponsoring Entity Eligibility

A sponsoring entity that wishes to submit a proposal to provide educational opportunities for students in the District must require any staff who will have unsupervised contact with students during the educational opportunity to undergo a criminal history background check. All required criminal history background checks must be completed prior to the provision of educational opportunities to students. Sponsoring entities who employ staff who are registered sex offenders or who have committed an offense involving a child victim shall be deemed unsuitable and ineligible to provide educational opportunities to students. Sponsoring entities must also meet applicable federal and state health and safety requirements. Sponsoring entities must agree to comply with all relevant school board policies, including those relating to student education records and privacy.

Proposal Process

At any time during the year, a sponsoring entity may submit a written proposal (GACG-E) to the Board for consideration. A sponsoring entity may only submit one proposal even if they provide more than one learning opportunity course. The Board shall act upon proposals at a regular or special board meeting twice a year prior to the deadlines established in law. A sponsoring entity need only submit their proposal to the Board once unless the proposal has been denied by the Board or the North Dakota Department of Public Instruction (Department).

The Board must approve the proposal before submitting it to the Department for final review and approval. The proposal must include:

1. Name of and information regarding the sponsoring entity, including but not limited to, a general description of the business of the sponsoring entity, the primary address of the sponsoring entity, the location(s) at which the educational opportunity will be provided, and the primary contact person for the sponsoring entity;
2. Course title and state course code number for each course provided by the sponsoring entity;
3. A teacher of record employed by the District that is licensed in the course being offered, and has agreed to be responsible for coordinating the educational opportunity;
4. Assurance that the course(s) will meet North Dakota Course Content Standards;
5. A statement of how students will demonstrate proficiency and be evaluated; and
6. Information on how the proposal provides increased educational opportunities and improves academic success for the students who participate.

The Board may accept a proposal from any eligible sponsoring entity. To be approved, the proposal must:

1. Provide increased educational opportunities for students;
2. Improve the academic success of a students; and
3. Identify a teacher of record who is employed by the District, is licensed under NDCC chapter 15.1-18, and has approved the proposal.

~~Upon Following~~ approval by the Board, the proposal must be submitted to the Department ~~within the designated timeframes for final review and approval. Following approval by the Department and the Kindergarten Through Grade Twelve Education Coordination Council. All proposals must include this policy and the school board minutes documenting the adoption of the policy and approval of the proposal from the sponsoring entity.~~

~~Following approval by the Department and the Kindergarten Through Grade Twelve Education Coordination Council, the District shall may implement the educational opportunity program during the upcoming school year and allow students to participate in the educational opportunity for course credit.~~

Reporting Requirements

No later than June 30 of each school year, the District shall provide educational opportunity program evaluation data to the Department in the manner requested. Program evaluation data submitted may include:

1. Academic indicators such as:
 - a. Proficiency scales,
 - b. Self-assessments,
 - c. Assessments from supervisor,
 - d. Career-ready standards met, and/or
 - e. Content standards met;
2. Descriptions of how the program:
 - a. Improved the delivery of education,
 - b. Improved the administration of education,
 - c. Provided increased education opportunities for students, and/or
 - d. Improved the academic success of students; and/or
3. Other evaluation measures such as attendance, disciplinary incidents, student engagement, student voice, student and parent surveys, and evidence of improved instructional practices.

Revocation

The Department may revoke program approval if they determine the District or sponsoring entity failed to comply with the agreed upon terms of the educational opportunity proposal, district policy, or law. ~~The District may revise and resubmit the proposal to the Department for approval.~~

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [GACG-E](#), Sponsoring Entity Application Proposal

End of Grand Forks Public School District Policy GACG Adopted: 5/23/2022

~~..... Amended: xx/xx/xxxx~~

REQ'D ~~04/2022~~07/2023

DRAFT

DISBURSEMENT OF MONIES

The Board authorizes and directs the Business Manager to disperse district monies by issuance of a negotiable instrument, electronic payment, or credit/debit card that has been issued in the district's name. Money shall only be dispersed if the following conditions are met:

1. There are sufficient moneys available in the fund from which monies will be withdrawn.
2. Money shall only be dispersed when authorized by the Board through policy or prior approval.
3. All bills/invoices shall be signed by the authorized purchasing agent.
4. Electronic payments are recorded in a format that can be reviewed and verified by the Business Manager.
5. A financial report will be presented each month to the Board for approval. The report will be itemized according to the budget and amounts expended.
- 5.6. An itemized listing of all bills paid shall be given to the Board each month.
- 6.7. Negotiable instruments shall be signed by the Business Manager and Board President.

Online Banking

The Business Manager is authorized to use online banking to manage district monies provided that all online transactions (e.g., transfers, withdrawals, etc.) are recorded in a format that can be reviewed and verified by the Board.

Petty Cash

The Board authorizes the Business Manager to establish a petty cash fund not to exceed \$3,000.00 to be kept in the school office for receiving and providing cash-back of student fees including but not limited to school meals, bus tickets, school store purchases, activities gate admissions and refreshments. Access shall be limited to the building principal or program director or their designee and a complete account of the petty cash fund shall be provided to the Business Manager monthly.

Facsimile Signature

The Board President is authorized to provide a facsimile signature in accordance with law. This signature shall not be used by nor shall it be in the custody of the Business Manager. The Superintendent shall develop measures to ensure compliance with this policy. The signature shall only be used on negotiable instruments that have received approval in accordance with this policy.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [HCAA](#), Purchasing
- [HEBD](#), Audits

End of Grand Forks Public School District Policy HCAEAdopted: 4/24/2023 *Effective 7/1/2023

REC ADVED 06/2016

EDUCATION OF THE HOMELESS STUDENT

Definitions

This policy defines the following:

- *Enrollment* means attending classes and full participation in school activities.
- *Full participation* means student participation in extracurricular activities, which offers additional opportunities for student engagement and greater motivation for retention. Further, extracurricular participation can open doors to higher education opportunities and scholarships, and build skills and relationships that carry over into students' adult lives.
- *Homeless student* or *unaccompanied youth* means an individual who lacks a fixed, regular, and adequate nighttime residence due to loss of housing, economic hardship, or similar reason. It includes students and youths (preschool-grade 12) who are:
 - a. Living in an emergency shelter or transitional housing;
 - b. Living in motels, hotels, trailer parks, or campgrounds due to lack of alternative adequate accommodations;
 - c. Living in cars, parks, public or private spaces not designed for humans to live, abandoned buildings, substandard housing, bus stations, train stations, or similar settings;
 - d. "Doubled up" by living with friends or family; or
 - e. Living in unsuitable conditions, such as lack of utilities, mold, infestations, or dangers.

Migratory students and unaccompanied youth (youth not in the physical custody of a parent/guardian) may be considered homeless if they meet the above definition.

Homeless status is determined in cooperation with the parent/guardian, or in the case of unaccompanied youth, the homeless student liaison.

- *Immediate enrollment* means within twenty-four hours of the best interest determination. Enrollment must not be denied or delayed because documents normally required for enrollment have not been provided. The enrolling school must immediately contact a student's school of origin to obtain the relevant records, and the school of origin should immediately transfer those records.
- *School of origin* means the school the student attended when permanently housed or the school in which the student was last enrolled, including a preschool.

Homeless Student Liaison

The ~~Superintendent or designee~~ Board shall designate a Homeless Student Liaison for the District. This individual must perform all duties required by law to ensure the educational stability of a homeless student.

Best Interest Determination

The District must comply with the McKinney-Vento Homeless Education Assistance Improvements Act. The District shall seek to eliminate barriers to school attendance for homeless students as defined by law. When feasible and consistent with a parent, guardian, or unaccompanied youth's wishes, the homeless student must be immediately enrolled in their school of origin and transportation must be provided in accordance with law.

When not feasible for a homeless student to attend their school of origin, as determined by the Homeless Student Liaison in consultation with the parent, guardian, or student, the homeless student must be placed in a school that is in the "best interest of the student." The Homeless Student Liaison must submit

such placement decisions to the parent or guardian in writing, along with notice of the right to appeal and a dispute resolution procedure.

Dispute Resolution

To the extent feasible and appropriate, when a dispute arises as to the best interest determination, the District must ensure that a homeless student be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parent, guardian, or student wishing to file an appeal of a determination shall notify the Homeless Student Liaison. The liaison shall follow the dispute resolution procedure created in regulation FDB-BR. The District shall make reasonable efforts to collaborate with aggrieved parties to resolve the dispute at the local level as expeditiously as possible.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [FDB-BR](#), Education of the Homeless Dispute Resolution Procedure
- [FDB-E1](#), Caregiver Authorization Form
- [FDB-E2](#), Grand Forks Public School District District-Level Dispute Resolution Form

End of Grand Forks Public School District Policy FDB.....Adopted: 5/11/2020

REQ'D 07/2018

STUDENTS IN FOSTER CARE

Definitions

This policy defines the following:

- *Foster care* as defined in 45 U.S.C. 1355.20 and NDCC 50-11-00.1(79).
- *School of origin* means the school in which a student is enrolled at the time of placement in foster care. If a student's foster care placement changes, the school of origin would then be considered the school in which the student is enrolled at the time of the placement change. Districts must ensure a student in foster care remains in the school of origin unless it is not in the student's best interest as determined as set forth herein.
- *Best interest determination* shall take into account all relevant factors, including, but not limited to, length of placement, student and/or student's parent(s) or guardian preference, safety issues, and the proximity to the school in which the student is enrolled at the time of foster care placement. Transportation costs must never be considered when determining best interest determination.
- *Immediate enrollment* means within twenty-four hours of the best interest determination. Enrollment must not be denied or delayed because documents normally required for enrollment have not been provided. The enrolling school must immediately contact a student's school of origin to obtain the relevant records, and the school of origin should immediately transfer those records.

Foster Care Student Point of Contact

The ~~Superintendent or designee~~ Board shall designate a District Foster Care Point of Contact. This individual must perform all duties required by law to ensure the educational stability of a student in foster care.

Best Interest Determination

The District shall collaborate with state, local and tribal child welfare agencies, as applicable, and seek to eliminate barriers to school attendance for a student in foster care as defined by law¹. When feasible and in the best interest of the student, as determined by the local child welfare agency (CWA), in collaboration with the District Foster Care Point of Contact and other key partners, as applicable, the student in foster care must immediately be enrolled in their school of origin and transportation must be provided in accordance with law.

When not feasible for a student in foster care to attend their school of origin, as determined by the local CWA, in collaboration with the District Foster Care Point of Contact and other key partners, as applicable, the student must be placed in a school that is in the best interest of the student. The local CWA shall submit such placement decisions to the foster parent or designated caregiver in writing.

If there is a difference of opinion regarding school placement between the District and CWA, the CWA shall be considered the final decision-maker.

Transportation

The District shall collaborate with state, local and tribal child welfare agencies, as appropriate, to implement a written transportation procedure by which prompt, cost-effective transportation will be

¹ <https://www2.ed.gov/about/inits/ed/foster-care/index.html>

provided, arranged and funded for a student to remain in their school of origin, when in their best interest, for the duration of their time in foster care.

Dispute Resolution

To the extent feasible and appropriate, when a dispute arises as to the best interest determination, the District must ensure that a student in foster care remains in their school of origin and promptly receives transportation in a cost-effective manner, pending resolution of the dispute. The District shall make reasonable efforts to collaborate with appropriate agencies and aggrieved parties to resolve the dispute at the local level as expeditiously as possible. The aggrieved party wishing to file an appeal of a determination shall notify the district's Foster Care Point of Contact and follow the dispute resolution procedure created by the state.

Foster Care Student Records

The District Foster Care Point of Contact shall maintain all best interest determination and transportation documents in the foster care student's educational record until there is a change in the student's situation, such as custodial care or new foster parents, or until permanent placement has been established.

Complementing NDSBA Templates (may contain items not adopted by the Board)

- [FDH-BR1](#), Foster Care Student Transportation Plan
- [FDH-BR2](#), Foster Care Student Transportation Dispute Resolution Procedure
- FDH-E1, Foster Care Student Best Interest Determination Form
- FDH-E2, Foster Care Student Transportation Plan

End of Grand Forks Public School District Policy FDH Adopted: 5/11/2020

REQ'D 07/2018



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MEMORANDUM

TO: Brandon Baumbach, Business Manager

FROM: Eric Ripley, Executive Director of CTE & Technology

DATE: September 6, 2023

RE: Authorization for Sale of Building Trades Project House

Each year, a motion is made from the Grand Forks Public School Board as part of the selling process for the Building Trades project house. Instructor Ben Moen and his students have started construction on the 2023-2024 school year's house located at 3071 44th Avenue South. Part of the selling process includes school board action to designate school district representatives to handle the closing transaction.

The following paragraph is a sample of past school board motion for the sale of the Building Trades house project.

MOTION by *Board Member*, SECOND by *Board Member*, Authorize the School Board President, or his/her designee, and Business Manager to sign the required closing documents for the sale of the 3071 44th Avenue South residential property.

