NOTICE OF REGULAR MEETING OF THE SCHOOL BOARD GRAND FORKS PUBLIC SCHOOL DISTRICT #1 Monday, January 8, 2024 – 6:00 PM 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 3. CELEBRATING SUCCESS 6:02 pm A. Viking Elementary School 4. APPROVAL OF MINUTES 6:17 pm A. December 11, 2023 6:18 pm 5. PUBLIC COMMENTS 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 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. 6. SUPERINTENDENT'S RECOMMENDATIONS FOR DISCUSSION 7. SUPERINTENDENT'S RECOMMENDATIONS FOR ACTION 6:24 pm A. Consent Agenda: 1. Teacher Appointments 2. Resignation Third-Party Individual Entity Requests for Student Information – Western Kentucky University College of Health & Human Services (includes South Central Area Health Education Center) 6:25 pm Contracted Staff Resignation and Request for Release from Contract - Amber Haskell Β. 6:30 pm C. Seventh and Eighth Grade English Language Arts Adoption (Strategic Plan Area 1) 7:00 pm D. Consideration of Snow Removal Contractor for Remainder of 2023-2024 School Year 7:05 pm E. Finance Committee Report (Strategic Plan Area 3): 1. Career Impact Academy New Market Tax Credit Update 2. Consideration of Increasing Guaranteed Maximum Price for Career Impact Academy Consideration of Career Impact Academy Expenses to be paid from the Building Fund 3. 4. Consideration of Initial Resolution for General Obligation Building Fund Bonds for Career Impact Academy 5. Consideration of Change Order Process for Projects 7:35 pm Consideration of Resolution Authorizing School Construction Loan Applications (Strategic Plan Area 3) F. 7:40 pm G Consideration of Joint Powers Agreement with Grand Forks County for Election Services 8. OTHER 7:45 pm A. Announcements Β. Board Requests for Future Consideration 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. C. School Board Meeting Norms – How did we do? 7:50 pm 9. EXECUTIVE SESSION (Closed Meeting) A. Executive Session pursuant to NDCC Section 15.1-15-10 to discuss suspension of Nneka
 - Nwaokeafor while discharge for cause is pursued.

8:00 pm **10. 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

Board Approved 10.8.18; (in effect 2018-19, 2019-20, 2020-21, 2021-22, 2022-23; 2023-24)

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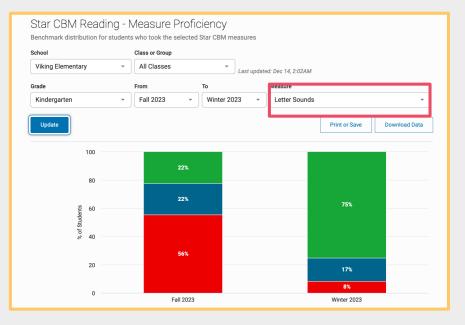


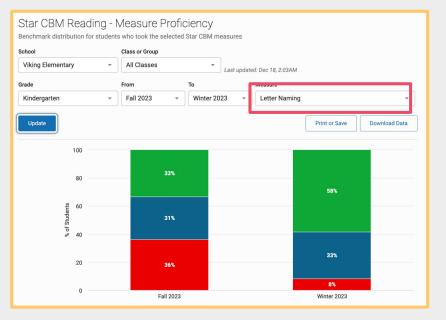
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Viking School Goals 2023-2024

- 1. Increase our ELA and Math proficiency by 5% (to align with the district goal).
- 2. Develop a common language for Social-Emotional Learning (SEL)
- 3. Improve attendance in subgroups

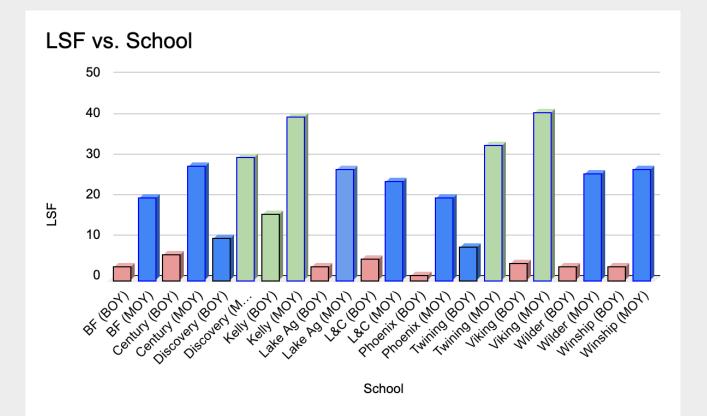
STAR DATA Kindergarten Celebration



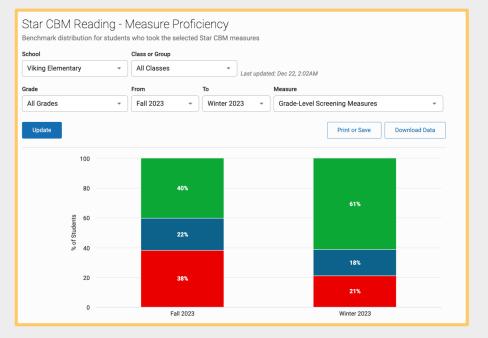


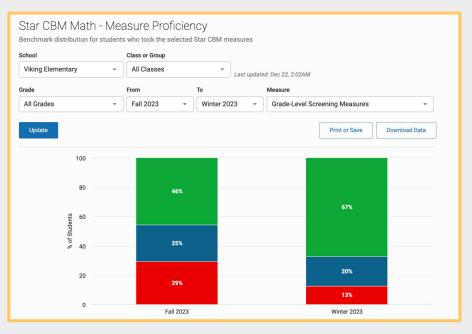
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Kindergarten Data



STAR DATA All School Data- Reading & Math CBM Proficiency



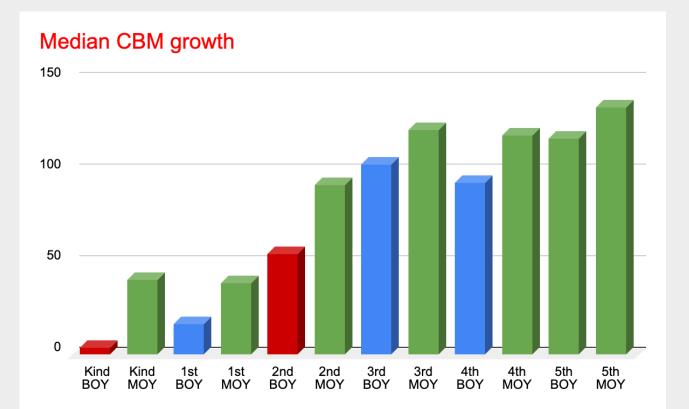


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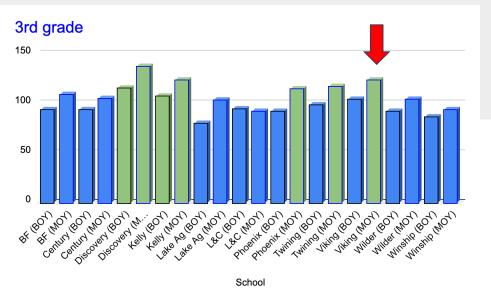
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Median CBM data

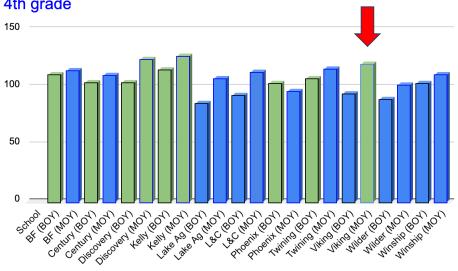


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Median rankings







Collaboration that Creates Success

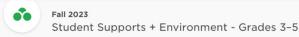
Teacher(s)	Student(s)	Classroom Teacher Plan (How are you supporting your student(s)?	LN/LS/PS	Lisa Spicer / Interventionists	Special Education Staff
Hildebrand		BLAST	LN/LS/PS		LETRS Survey - Fly Leaf/ UFLI Lesson
Hildebrand		BLAST	LN/LS/PS	Audrey K - UFLI Lesson	
Hildebrand		BLAST	LN/LS/PS	Audrey K - UFLI Lesson	
Hildebrand		BLAST - table work, inconsistent	LN/LS/PS	Audrey K - UFLI Lesson	
Hildebrand		HD Word - Lesson 1	LN/LS/PS	Audrey K - UFLI Lesson	
Hildebrand		BLAST	LN/LS/PS		LETRS Survey - Fly Leaf/ UFLI Lesson
Hildebrand		HD Word - Lesson 1	LS/PS		LETRS Survey - Fly Leaf/ UFLI Lesson
Hildebrand		HD Word - Lesson 1	LS	Audrey K - UFLI Lesson	
Hildebrand		HD Word - Lesson 1	PS	Audrey K - UFLI Lesson	
Hildebrand		HD Word - Lesson 1	LN/LS	Audrey K - UFLI Lesson	
Hildebrand		HD Word - Lesson 1	LS/PS	Audrey K - UFLI Lesson	
Hildebrand		HD Word - Lesson 1	LN/LS	Audrey K - UFLI Lesson	
Ericson		BLAST	LN/LS/PS		LETRS Survey - Fly Leaf/ UFLI Lesson
Ericson		BLAST	ŚŚ	Regina - UFLI Lesson	
Ericson		BLAST	LS	Regina - UFLI Lesson	
Ericson		HD Word - Lesson 1		Regina - UFLI Lesson	
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Ericson		BLAST	LN	Regina - UFLI Lesson	
Ericson		HD Word - Lesson 1	LS	Regina - UFLI Lesson	
Ericson		HD Word - Lesson 1	PS	Regina - UFLI Lesson	
Van Heste		BLAST	LN LS		LETRS Survey - Fly Leaf/ UFLI Lesson
Van Heste		BLAST	LN	Lisa S- UFLI Lesson	
Van Heste		BLAST	LS PS	Lisa S - UFLI Lesson	
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Van Heste		HD Word - Lesson 1	LS	Lisa S - UFLI Lesson	
Van Heste		HD Word - Lesson 1		Lisa S - UFLI Lesson	

Fall 2023 SEL Survey- Grades 3-5 Student Supports and Environment

Grades 3-5				💩 Save as F	
139 responses sho	ow breakdown			Save as F	DF
Торіс		🗢 Percent Favorable 🛛	Compared to others nationally ?	Change since Spring 202	3 🝞
Teacher-Stud Relationships		80%	80th-99th percentile	▲ 3	
Sense of Belo	onging 🕕	79%	80th-99th percentile		
School Climat	te 🚺	76%	60th-79th percentile	• 9	
School Safety 🕕		74%	80th-99th percentile	▲ 3	
Engagement	0	71%	80th-99th percentile	▲ 10 Greatest increase	

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Fall 2023 SEL Survey- Grades 3-5 School Climate-Student Perspective

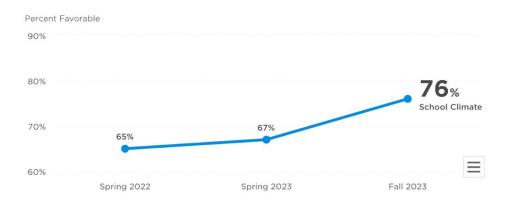


School Climate

Based on 139 responses

Perceptions of the overall social and learning climate of the school.

How have results changed over time?



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Fall 2023 SEL Survey- Grades 3-5 School Engagement-Student Perspective

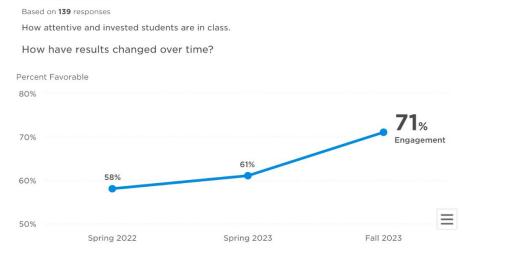
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Fall 2023 Student Supports + Environment - Grades 3-5

Engagement

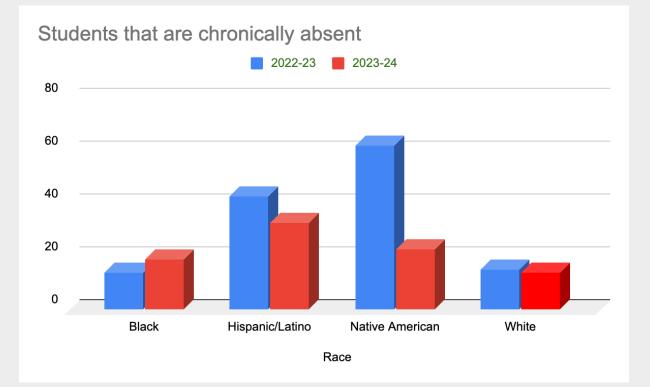


Fall 2023 SEL Survey- Grades 3-5 Student Well-being Measures

Student Well-Being Measures How did students perceive their own social-emotional skills?									
Grades 3-5	Save as PDF								
138 responses sho	w breakdown	Save as PDP							
		🗢 Percent Favorable 🛛	Compared to 🛿	Change since Spring 2023 💡					
1	Горіс		others nationally 🌩						
Supportive Relationships 1		96%							
Supportive R	elationships U	96%	80th-99th percentile	• 6					
Self-Management ()		79%							
oon Hanager		1 3 %	80th-99th percentile	▲2					
Social Aware	ness 🕕	79%		▲ 10					
		10/0	80th-99th percentile	× 10					
Positive Feeli	ings 🕕	78%		•7					
		/ 6%	80th-99th percentile	· /					
Self-Efficacy	0	65%		▲ 10					
			80th-99th percentile	- 10					
Challenging Feelings 🕕		60%		T Explore >					
			80th-99th percentile						
Emotion Reg	ulation 🕕	59%		• 3					
			80th-99th percentile	^ 3					

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Improve attendance of sub groups



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Celebrating Students





4th Grade ELBA Class Award



5th Grade ELBA Class Award



VEX Robotics



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Student Leaders



Helping with Candy Cane Sales



Helping with School Assemblies



Keeping the School Safe

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Unity Day



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End of Year- Annual Chalk the Block Event



GRAND FORKS SCHOOL BOARD GRAND FORKS PUBLIC SCHOOL DISTRICT #1 REGULAR MEETING MINUTES December 11, 2023

The School Board of Grand Forks Public School District No. 1 held a regular meeting on Monday, December 11, 2023, at the Mark Sanford Education Center with President Amber Flynn presiding.

Board Members Present: Josh Anderson, Dave Berger, Amber Flynn, Monte Gaukler, Eric Lunn, Jeff Manley, and Cynthia Shabb. **Absent**: Joel Larson and Bill Palmiscno.

Student Board Members Present: Maggie Barker. Absent: Ryaan Alshami.

<u>Others Present</u>: Dr. Terry Brenner, Superintendent of Schools; Brandon Baumbach, Business Manager; Catherine Gillach, Associate Superintendent of Secondary Education; Brady Olson, Vice President, Grand Forks Education Association; and Cindy Johnson, Executive Secretary.

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

<u>Reading of School Board Meeting Norms</u>. Berger read aloud the school board meeting norms.

<u>Approval of Agenda</u>. It was moved by Lunn and seconded by Manley to approve the agenda as written. Motion carried unanimously. Absent: Larson, Palmiscno, and Shabb.

<u>Celebrating Success</u>. Principal Tad Schye and a team of students, spoke about Valley Middle School's AVID class and efforts to implement AVID schoolwide.

Shabb joined the meeting at 6:15 p.m.

Barker joined the meeting at 6:32 p.m.

<u>Approval of Minutes</u>. It was moved by Manley and seconded by Anderson to approve the minutes of November 27, 2023, as written. Motion carried unanimously. Absent: Larson and Palmiscno.

Public Comments. None.

<u>Safety and Security Update</u>. EAPC Representatives Casey Hutton and Sean Sugden, and North Dakota Safety Council Master Instructor Don Moseman spoke about the focus of their work to date.

Executive Session (closed meeting). It was moved by Lunn and seconded by Gaukler to convene in

executive session to discuss security system planning as Allowed by North Dakota Century Code Sections 15.1-09-60, 44-09-19.2, 44-04-24, 44-04-25, and 44-04-26. Motion carried unanimously. Absent: Larson and Palmiscno.

Members of the public were asked to leave the meeting room. The executive session convened at 6:42 p.m. and adjourned at 7:56 p.m. Members of the public were invited back into the meeting room. Following a brief recess, the meeting continued in open session at 8:01 p.m.

Olson did not return to the meeting.

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

- Appointments of Jordyn Minske, Social Worker, salary \$26,612 (103 days), effective January 2, 2024, and Kay Saquilayan, ML Teacher, salary \$28,360 (103 days), effective January 2, 2024;
- Open Enrollment application as presented, and
- Resignation of Erika Reich, ECSE Teacher/MTSS Specialist, effective May 31, 2024.

Motion carried unanimously. Absent: Larson and Palmiscno.

Teacher Resignation and Waiving of Liquidated Damages. It was moved by Lunn and seconded by Manley to approve the resignation of Teressa Wilde effective December 22, 2023, and waive liquidated damages associated with the resignation. Motion carried unanimously. Absent: Larson and Palmiscno. Curriculum Review. It was moved by Gaukler and seconded by Shabb to approve the proposed curriculum deletion and additions for 2024-2025 as follows: delete Enriched Chemistry A & B and add Enriched Physical Science A & B Course 13101 A/B, Graphic Design I and II, Digital Photography & Graphics, Work-Based Learning and Workplace Learning, Career Connection-Agriculture, Career Connection-Business, Career Connection-Family and Consumer Sciences, Career Connection-Health Sciences, Career Connection-Information Technology, Career Connection-Marketing, Career Connection-Technology and Engineering, Career Connection-Trade and Industry, Workplace Readiness, and Successful School and Life Skills. Motion carried unanimously. Absent: Larson and Palmiscno.

Finance Committee Report:

Grand Forks Central Pool Update. Baumbach reported the finance committee met on November 28, 2023, and discussed options given the anticipated closure of the Hyslop and the new aquatics facility would not be opening in time for the approaching need in August. Options discussed included: 1) Utilize adjacent facilities including the Grand Forks Air Force Base Pool, the YMCA, the pool at Choice Health and Fitness, and use of the Crookston pool, 2) Repair Central Pool for 3-5 years with an anticipated expense of \$500,000-\$1,000,000, and 3) Recommission the pool with only short-term repair in mind and add a pool cover to contain moisture for a 2-3-year solution.

The committee agreed that all options must be explored in this order: 1) Confirm Hyslop's timeline with a priority of utilizing this facility for as long as possible, 2) Recommission the pool in the spring to assess equipment operation ahead of a short-term solution utilizing a pool cover, and 3) Ready a pivot to a more substantial repair of the Central pool should it be required.

• Information Technology Manager Position <u>Recommendation</u>. Dr. Brenner reported the finance committee also discussed the need for the role and job description and acted unanimously to recommend to the full board to reinstate the position.

It was moved by Lunn and seconded by Manley to approve the Information Technology Manager position with a salary range of \$81,681 to \$101,545 as per the Classified Personnel Salary Schedule Category 25. Motion carried unanimously. Absent: Larson and Palmiscno.

Appointments to Teacher Contract Bargaining Special Education Study Committee. President Flynn reported that according to a memorandum of understanding from the 2023 Teacher Contract Negotiations, the school board is to appoint three individuals to serve on a committee to study the workload of special education teachers as it relates to caseload management and supervision and evaluation of paraprofessionals.

It was moved by Shabb and seconded by Gaukler to appoint Human Resources Director Griffin Gillespie, Special Education Executive Director Dr. Elisa Diederich, and Special Education Assistant Director Carrie Weippert to the Special Education Study Committee. Motion carried unanimously. Absent: Larson and Palmiscno.

<u>Classified Employee Meet and Confer Committee</u> <u>Report:</u>

- <u>Correction to Nondiscrimination Clause in</u> <u>Classified Personnel Policy Manual</u>. Dr. Brenner reported the Classified Employee Meet and Confer Committee met on December 5, 2023, and discussed a requirement to correct the nondiscrimination clause in the manual and include the correct coordinator's name with full contact information. The changes were prompted by a recent CTE (Career and Technical Education) OCR (Office of Civil Rights) audit.
- The changes include: Replace the language in Article XII which states "Sexual harassment is a form of sex discrimination and is prohibited by state and federal law. Sexual harassment is not condoned and will not be tolerated by the School District. Please see the district School Board policies at https://www.gfschools.org/domain/11. An employee who sexually harasses another employee or student is subject to discipline, including immediate dismissal.

Any employee who believes that he or she is the subject of sexual harassment must inform an appropriate supervisor or the Human Resource Director immediately. Supervisors are responsible for taking immediate action when they become aware of sexual harassment and failure to do so may subject them to disciplinary action. If a supervisor is unavailable, or if the employee prefers, the employee should inform an administrator of the School District." with the following language: <u>"The Grand Forks School</u> District prohibits discrimination and harassment based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, disability, age, or other status protected by law. The District also provides equal access to the Boy Scouts and other designated youth groups, as required by federal law. The following people have been designated to handle inquiries regarding the nondiscrimination policies:

<u>Title IX: Griffin Gillespie, Human Resources</u> <u>Director, PO Box 6000, Grand Forks, ND 58206,</u> <u>701-787-4878, ggillespie080@mygfschools.org.</u>

Section 504: Matt Bakke, Assistant Superintendent of Elementary Education, PO Box 6000, Grand Forks, ND 58206, 701-787-4882, mbakke190@mygfschools.org

For further information, please reference the
SchoolBoard
Boardpolicies
at
https://www.gfschools.org/school-boards/about."

It was moved by Lunn and seconded by Berger to approve the changes to the Classified Personnel Policy Manual. Motion carried unanimously. Absent: Larson and Palmiscno.

Announcements:

- Dr. Brenner recognized three high school students who were attending the meeting as an assignment in their government class.
- Gillach recognized Randy Votava for his work in the tech booth tonight despite it being his anniversary.
- Barker announced next Wednesday is Red River High School's pajama drive. Collection of all sizes of new pajamas will take place from 5:00-8:00 p.m. in the drive loop at the school.
- Gaukler recognized all staff in the district who go above and beyond their assignments.

Board Requests for Future Consideration. None.

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

<u>Adjournment</u>. There being no further business, the meeting adjourned at 8:21 p.m.

APPROVED _

(Date)

Amber Flynn, President

Brandon Baumbach, Business Manager

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Dr. Terry Brenner Superintendent of Schools

Phone: 701.787.4880 Fax: 701.772.7739 tbrenner270@mygfschools.org



MEMORANDUM

TO:Grand Forks School BoardFROM:Dr. Terry Brenner, Superintendent of SchoolsSUBJECT:Consent AgendaDATE:January 8, 2024

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
- Resignations
- Third-Party Individual/Entity Requests for Student Information: Western Kentucky University College of Health & Human Services (includes South Central Area Health Education Center) Student Teachers. 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 students will be required to sign a confidentiality agreement that has been developed by the district's legal counsel. School official exception applies so parental consent is not required to release applicable student information.

The administrative recommendation is for approval.



Mark Sanford Education Center 2400 47th Ave. S Grand Forks, ND 58201-3405





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Griffin Gillespie, **SHRM-CP** Director of Human Resources

Department Phone: 701.787.4878 Direct Phone: 701.746.2205, Ext. 7112 Fax: 701.787.4350 ggillespie080@mygfschools.org



TO:Dr. Terry Brenner, SuperintendentFROM:Griffin Gillespie, Human Resources DirectorSUBJECT:Teacher AppointmentsDATE:January 8, 2024

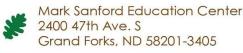
Pursuant to North Dakota Century Code 15.1-09-33 the School Board approves the issuance of contracts to school district personnel.

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







Equal opportunity employer

Grand Forks School District prohibits discrimination and harassment based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, disability, age, or other status protected by law. The District also provides equal access to the Boy Scouts and other designated youth groups, as required by federal law.

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Name:Katelyn JohnsonDegree:BA/BSYrs of Exp:0Salary:\$25,737 (103 days)Position:ReplacementEffective:January 2, 2024

Major: Education Assignment: 1st Grade Teacher Location: Twining Elementary School

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Griffin Gillespie, **SHRM-CP** Director of Human Resources

Department Phone: 701.787.4878 Direct Phone: 701.746.2205, Ext. 7112 Fax: 701.787.4350 ggillespie080@mygfschools.org

MEMORANDUM

TO:Dr. Terry Brenner, SuperintendentFROM:Griffin Gillespie, Human Resources DirectorSUBJECT:Teacher ResignationsDATE:January 8, 2024

North Dakota Century Code 15.1-09-33 provides authority for the School Board to act on employment contracts for school district personnel.

Please find attached letter of resignation from the following:

Tracy Lawler

School Counselor

Lewis & Clark/ Winship

Administrative recommendation is to approve the resignation effective May 31, 2024.

Attachments GG







Equal opportunity employer

Grand Forks School District prohibits discrimination and harassment based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, disability, age, or other status protected by law. The District also provides equal access to the Boy Scouts and other designated youth groups, as required by federal law.



December 21, 2023

Dear Mr. Loren Hoheisel and Dr. Terry Brenner,

This letter is to inform you of my resignation of my current position as the School Counselor at both Lewis & Clark and Winship Elementary Schools. My last day with Grand Forks Public Schools will be May 31, 2024, which will fulfill my current contractual obligation.

My family will be relocating after the 2023-2024 school year ends, which is prompting my resignation from this position.

As School Counselor positions have been more difficult to fill in the recent past, it is my hope that by submitting my resignation early there will be ample time to interview and hire quality candidates for my schools.

Thank you. haig Mardh

Tracy Lawler

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Dr. Terry Brenner Superintendent of Schools

Phone: 701.787.4880 Fax: 701.772.7739 tbrenner270@mygfschools.org

MEMORANDUM

TO: Grand Forks School Board FROM: Dr. Terry Brenner, Superintendent of Schools Contracted Staff Resignation and Request for Release from Contract – Amber Haskell SUBJECT: DATE: January 8, 2024

Attached you will find a letter of resignation from Amber Haskell, Special Education Teacher at Kelly Elementary School. Ms. Haskell is resigning effective January 12, 2024, to take another position as the North Dakota United Northeast Field Consultant.

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 and creating a burden on the district, most notably on the teaching and learning process, in the present workforce shortage environment. The policy was instituted to minimize, if not eliminate, requests from teachers to be released from their contracts.

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.

The administrative recommendation is to approve Ms. Haskell's resignation effective January 12, 2024, with the 5% liquidated damages under Policy DKBB.

Haskell Resignation Letter Attachments: Policies DKBB and DKBB-BR





Equal opportunity employer



Amber Haskell

1137 19th St NE Grand Forks, ND 58201 218-256-4647 ahaskell220@mygfschools.org amber.lee.haskell@gmail.com

22nd December 2023

Dr. Terry Brenner

Superintendent, Grand Forks Public Schools 2400 47th Ave. S. Grand Forks, ND 58201

Dear Dr. Brenner,

This letter represents my official notice of resignation from the position of special education teacher at the Therapeutic Learning Center with the Grand Forks Public School District. My final day will be Friday, January 12, 2024.

I have greatly enjoyed my time at Kelly Elementary and the Therapeutic Learning Center and the many opportunities I have been granted. A position that aligns with my long-term professional goals opened and I may not have this opportunity again, so I accepted. I look forward to continuing these relationships as the North Dakota United Northeast Field Consultant.

I hope the notice period is enough for you to find a replacement. Furthermore, please let me know of any help I can provide to prepare my successor. I am happy to share any information I have that may help their transition.

Sincerely,

Amber Haskell

Amber Haskell

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)

• <u>DKBB-BR</u>, 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

January 8, 2024 Page 33 of 81

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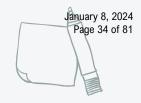
Seventh and Eighth Grade English Language Arts Curricular Resource Adoption





Meet the Team:

HFIID

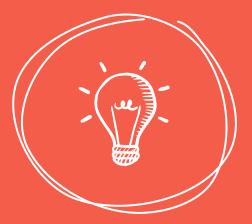


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Amy Shirek, English Language Arts Teacher-Schroeder Anne Arneson, English Language Arts Teacher-Schroeder Kelsey Cariveau, English Language Arts Teacher-Schroeder Renae Hagen-Hamby, English Language Arts Teacher-Schroeder Christopher Johnsen, English Language Arts Teacher-South Nicole Wilhelmi, English Language Arts Teacher-South Angela Gietzen, English Language Arts Teacher-South Riley Helstad, English Language Arts Teacher-South Sarah Haggerty, English Language Arts Teacher-Valley Ashley Lamoureux, English Language Arts Teacher-Valley Kala Christensen, English Language Arts Teacher-Valley Talia Vazquez, English Language Arts Teacher-Valley Jessica Lynn, English Language Arts Teacher-Twining Carla Haaven-Instructional Coach-South













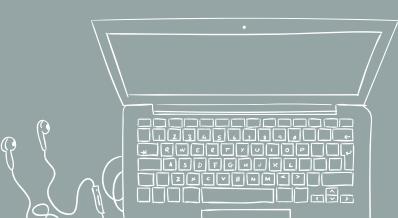




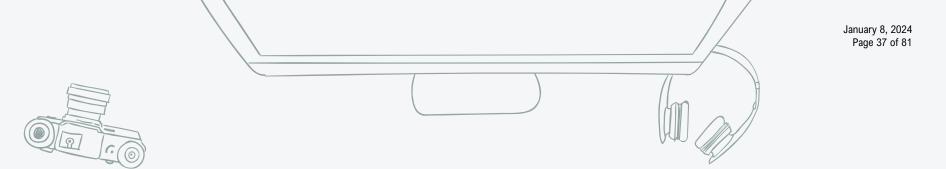




1. SECONDARY CURRICULUM Exploration:





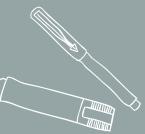


★ Research-Science of Reading Alignment ★ Curriculum Fairs Hosted by Regional Education Associations









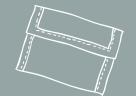






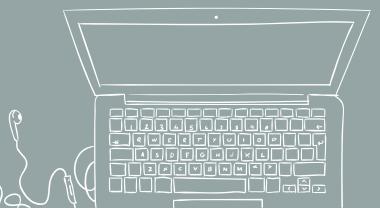


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2. PILOT







- ★ 6th Grade Wit and Wisdom Pilot Fall 2022
- ★ 7th Grade Wit and Wisdom Pilot Fall of 2023





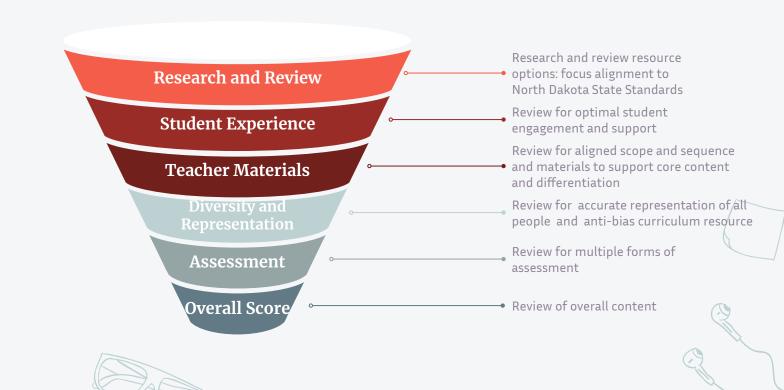








January 8, 2024 Page 40 of 81





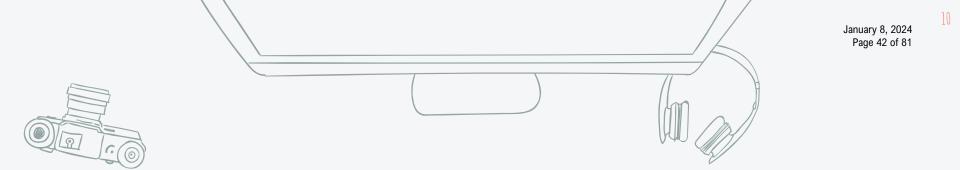


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2. SELECTION



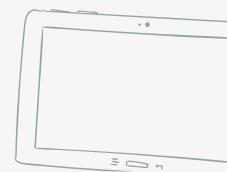




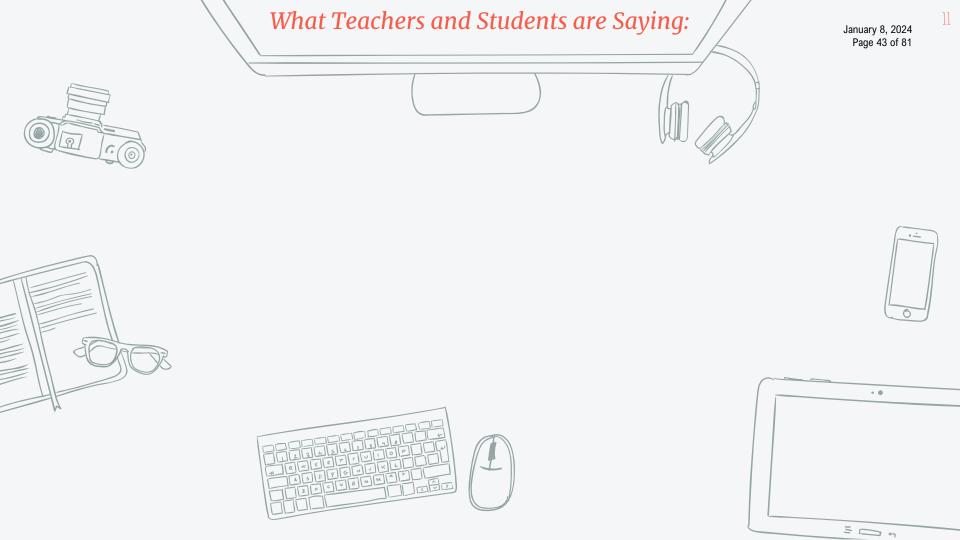


★ Wit and Wisdom





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ABOUT WIT AND WISDOM:



WIT & WISDOM[®]

Curiosity, Inquiry, Knowledge

Wit & Wisdom® is a comprehensive K–8 English language arts curriculum crafted to help students build the knowledge and skills they need to be successful readers, exceptional writers, and effective



Supported by the Science of Reading

Through a rigorous learning design based on Scarborough's Rope, students gain content knowledge and an awareness of how to read texts, write, speak, and listen.

A focus on depth, not breadth

Students dig deep into each module's topic, exploring literacy, informational, and fine arts genres to create layers of knowledge that they will build on across lessons.

Students read information-rich books, not basals

Wit & Wisdom students engage with complex, grade-level books, from the classics to newer works of literature. These texts are used at every turn to help students master essential ELA skills.

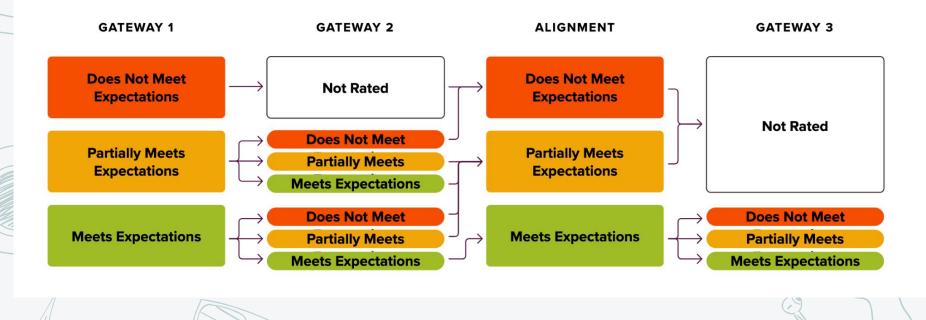




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Review Criteria Design

The EdReports review criteria supports a sequential review process through three gateways. These gateways reflect the importance of standards alignment to the fundamental design elements of the materials and considers other attributes of high-quality curriculum as recommended by educators.



Report for 7th Grade

Alignment Summary

This report was published on June 8, 2017.

The Wit and Wisdom materials meet the expectations of alignment to the standards to support students' growing skills in reading, writing, speaking, and listening. The program is built on engaging and high quality texts and present strong multimedia options alongside printed texts. The materials provide strong opportunities for students to hone their writing, speaking, and listening skills throughout the content while demonstrating their growing content knowledge.

ABOUT WIT AND WISDOM: ED REPORTS



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Meets Expectations



ABOUT WIT AND WISDOM: ED REPORTS

Report for 8th Grade

Alignment Summary

This report was published on June 8, 2017.

The Wit and Wisdom materials meet the expectations of alignment to the standards to support students' growing skills in reading, writing, speaking, and listening. The program is built on engaging and high quality texts and present strong multimedia options alongside printed texts. The materials provide strong opportunities for students to hone their writing, speaking, and listening skills throughout the content while demonstrating their growing content knowledge.

8th Grade		
GATEWAY 1 Text Quality 36/36	17	32 36
GATEWAY 2 Building Knowledg 32/32	ge 15	28 32
ALIG	INMENT	
Meets Ex	pectations	







ABOUT WIT AND WISDOM: JOHNS HOPKINS UNIVERSITY

January 8, 2024 Page 48 of 81

About the Institute

The Johns Hopkins University Institute for Education Policy is dedicated to integrating research, policy, and practice to achieve educational excellence for all of America's students. Specifically, we connect research to the policies and practices that will ensure all children have access to intellectually challenging curricula, highly-effective educators, and school models that meet students' diverse needs. By delivering the strongest evidence to the policymakers who set the course and the practitioners who teach and lead, we hope to serve the American children who enter our classrooms every day.

About Wit & Wisdom®

<u>Wit & Wisdom®</u> is a comprehensive K–8 curriculum that has transformed English language arts (ELA) instruction in classrooms across the nation. Great Minds® believes that classrooms are places where students and teachers encounter wit, wisdom, wonder, rigor, and knowledge, and that literature, history, art, and science all have a place in ELA instruction.

By providing a framework for inquiry, *Wit & Wisdom* helps students build rich layers of knowledge. It inspires teachers and students to experience complex tests and ideas on a deeper level by fostering the questioning spirit that will shape the next generation of great writers, thinkers, and leaders.



North Dakota State Standards: 🛒

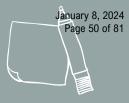
January 8, 2024 Page 49 of 81



NORTH DAKOTA DEPARTMENT OF **PUBLIC INSTRUCTION**



Total Expenditure:

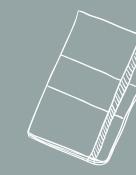


7th Grade Curriculum:\$184,966.89 (9 year Adoption) Cost Per Student, Per Year: \$36.78 8th Grade Curriculum: \$163,236.26 (8 year adoption) Cost Per Student, Per Year \$32.65

Professional Development: \$50,000 曾Total Adoption: \$398,203.15











DISCUSSION & ACTION











THANK YOU!!

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MacBook Air



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Amy Bartsch Chief Academic Officer

Department Phone: 701.792.4045 Direct Phone: 701.746.2205, ext. 1784 Fax: 701.772.7739 abartsch210@mygfschools.org

To: Dr. Terry Brenner, Superintendent From: Amy Bartsch, Chief Academic Officer Date: January 8th, 2024 Subject: Seventh and Eighth Grade English Language Arts Adoption

The Curriculum Instruction and Technology department, teachers, and literacy leaders from across our district are pleased to share the proposed adoption of seventh and eighth grade English language arts curriculum to support the teaching of the North Dakota State Standards in English Language Arts. An extensive research, pilot, and selection process, which began in the Fall of 2021, was executed by our curriculum and instruction department, teachers and literacy leaders. At the January 8th, 2024 School Board meeting, representatives will be present to highlight the selection process and rational for the expenditures listed in the table below.

Adoption Costs:

Vendor	Cost
7 th Grade Wit and Wisdom Curriculum	\$184,966.89
8th Grade Wit and Wisdom Curriculum	\$163,236.26
Wit and Wisdom Professional Learning	Up to \$50,000 (over the course of the 9-year implementation)
Total:	\$398,203.15 total
	7th Grade: 36.78 Per Student Per Year 8th Grade: 32.65 Per Student Per Year

Administrative recommendation is to approve the 7th & 8th grade English Language Arts adoption listed above.



Mark Sanford Education Center 2400 47th Ave. S Grand Forks, ND 58201-3405







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Brandon Baumbach Business Manager

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



TO:Grand Forks School BoardFROM:Brandon Baumbach, Business ManagerSUBJECT:Consideration of Snow Removal Contractor for Remainder of 2023-2024 School YearDATE:January 8, 2024

The Grand Forks Public School (GFPS) District has determined R&R Sand and Gravel is unable to meet the snow removal needs of the district. Both parties have agreed to mutual termination of contract.

GFPS contacted other parties that submitted bids and received a positive response from Fert-L-Lawn.

Fert-L-Lawn has provided interim service for snow removal and has performed admirably.

The administrative recommendation is to approve M & W Services, Inc., d/b/a Fert-L-Lawn Lawn Care as the snow removal vendor for the remainder of the 2023-2024 school year.





Equal opportunity employer



SNOW REMOVAL CONTRACT

THIS SNOW REMOVAL CONTRACT ("Agreement"), is entered into on this_____ day of January, 2024, by and between the Grand Forks Public School District No. 1 ("Owner"), and M & W Services, Inc., d/b/a Fert-L-Lawn Lawn Care, a North Dakota corporation, ("Contractor"), with a mailing address of P.O. Box 107, Manvel, ND 58256-0107 and a principal place of business at 1222 Gateway Drive NE, East Grand Forks, MN 56721.

- 1. <u>Scope of Services</u>. Owner is hiring Contractor for snow removal of Owner's school properties listed on **Exhibit A** in preparation for school days. Contractor shall perform the following services for Owner, automatically and without need for request (the "Services"): Upon one inch of snow accumulation plow drive lanes, fire lanes, and parking lots at all properties listed on **Exhibit A** and playgrounds at Phoenix Elementary School, Viking Elementary School, Ben Franklin Elementary School, and Wilder Elementary School. Upon request, Contractor shall haul snow to a designated area at such properties listed on Exhibit A requested by Owner. Contractor agrees to and shall perform the Services in accordance with the Snow Removal Guidelines attached hereto as **Exhibit B**.
- 2. <u>Commencement Date</u>. The Commencement Date shall be January 15, 2024.
- 3. <u>Term</u>. The term of this Agreement starts on the Commencement Date and unless sooner terminated, ends May 31, 2024. Owner shall have the right, in its sole discretion, to terminate this Agreement on five (5) days' prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination.
- 4. <u>Payment</u>. Contractor shall submit a "time and equipment" monthly invoice to Owner. Owner shall remit payment to Contractor via direct deposit within 30 days of receipt of Invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought specifying as follows: 1) each date Services were rendered; 2) the equipment used consistent with equipment listed on **Exhibit C**; and 3) the start and stop times for each piece of snow removal equipment used at the hourly rates as attached hereto as **Exhibit C**.

If Owner contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved. If the parties do not resolve the dispute within 30 days, Owner, in Owner's sole discretion, may: 1) terminate this Contract as provided in paragraph 3 above; 2) request informal resolution; or 3) formal mediation. If formal mediation is required by Owner, Contractor shall pay all mediation fees and costs.

- 5. **Performance**. Contractor shall perform all Services diligently and in a good, professional and first-class manner, using good quality materials, equipment and workmanship and sufficient trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner. Contractor shall be available 24 hours a day, seven (7) days a week to remove snow as provided herein and ensures to the extent possible, Owner shall be able to access the properties listed on Exhibit A.
- 6. <u>Permits and Licensure and Representations</u>. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services. Contractor warrants that Contractor is a duly incorporated corporation of the State of North Dakota and in good standing and warrants it will remain as such throughout the Term of this Agreement.
- 7. <u>Insurance</u>. Throughout the term of this Agreement, Contractor shall maintain insurance in accordance with the requirements set forth separately on **Exhibit D** attached hereto (for convenient delivery to Contractor's insurance agent). Contractor shall deliver to Owner a certificate of insurance evidencing that all such coverages are in full force and effect before starting to perform Services, and if Contractor's insurance shall expire or terminate before the Termination Date, Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.
- 8. Indemnification. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Owner, and its respective administrators, agents, affiliates, officers, board members, and employees, (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, striping or playgrounds of the Property or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

- 9. Default and Remedies. The parties understand and acknowledge in the event Contractor fails to provide the Services under this Contract, assessing damages is difficult for the parties to estimate. If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, Owner, may, in its sole discretion and in addition to any other rights at law or in equity; (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; (3) cure the default with notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Owner's invoice, reimburse Owner for the cost of curing Contractor's default and such direct or consequential damages; or (4) assess to Contractor a fee in the amount of ten percent (10%) of the next Invoice sent to Owner by Contractor as liquidated damages. Contractor hereby agrees if the Owner assesses such liquidated damages fee, Owner is authorized to deduct ten percent (10%) of Contractor's next Invoice and Owner shall give Contractor notice of such payment deduction.
- 10. <u>Independent Contractor</u>. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Owner. Contractor, and not Owner, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that Owner shall not be liable for any loss of or damage to Contractor's materials or equipment located on the Property.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than Contractor is an independent contractor.

11. <u>Subcontracting or Assignment by Contractor</u>. Owner and Contractor agree that Contractor may engage subcontractors to perform Services. This is a personal service contract with Contractor, and as such is not assignable by Contractor. Contractor shall ensure all subcontractors shall complete the Services in a professional manner and shall be bound to and adhere to the Snow Removal Guidelines as specified in **Exhibit B**. Contractor warrants and represents that all subcontractors shall furnish, obtain, and maintain insurance in accordance with the requirements of insurance as specified in **Exhibit D**.

- 12. <u>Liability</u>. Contractor shall be liable and responsible to repair or replace to Owner's satisfaction any damage to any of Owner's property including but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, striping or playgrounds of the Property.
- 13. **Objection to Employee**. Owner reserves the right to request removal of any employee of Contractor from providing Services under this Agreement, if Owner deems necessary. Owner shall deliver written notice of request for removal of employee and Contractor shall immediately upon receipt of such request remove the requested employee.
- 14. <u>Notices</u>. Any notice to the either Contractor or Owner under this Agreement shall be sent by certified mail return receipt requested, hand delivered, or emailed to such party at the following address:

OWNER:	CONTRACTOR:
Grand Forks Public Schools	M & W Services, Inc.
Attn: Business Manager	d/b/a Fert-L-Lawn
2400 47 th Avenue S.	Attn: Michael Gornowicz
Grand Forks, ND 58201	P.O. Box 107
bbaumbach020@mygfschools.org	Manvel, ND 58256

- 15. **Invalidity of Particular Provision**. If any term or provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 16. <u>Captions and Definitions of Parties</u>. The captions are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 17. <u>Entire Agreement</u>. This instrument, and the Exhibits attached hereto, contain the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

- 18. <u>Governing Law</u>. All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.
- 19. <u>Amendment and Modification</u>. This Agreement, including the Exhibits attached hereto, may only be amended, modified or supplemented by an agreement in writing signed by both parties hereto.
- 20. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 21. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by e-mail or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by e-mail, electronic or via .pdf format shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written or have caused this Agreement to be executed by their respective officers thereunto duly authorized.

OWNER

GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1

CONTRACTOR:

M & W SERVICES, INC., d/b/a FERT-L-LAWN LAWN CARE

By: Brandon Baumbach Its: Business Manager

:

By: Its: President

EXHIBITS ATTACHED:

Exhibit A – List of Properties to Remove Snow

Exhibit B – Snow Removal Guidelines

Exhibit C – Contractor's Hourly Rates

Exhibit D – Insurance Requirements of Contractor

EXHIBIT A

LIST OF PROPERTIES

ZONE 1	ZONE 2	
South Middle School	Winship Elementary School	
1999 47 Avenue S	1400 5 th Avenue N	
Discovery Elementary School	Phoenix Elementary School	
3300 43rd Avenue S	351 4 th Avenue S	
Red River High School	Ben Franklin Elementary School	
2211 17 th Avenue S	1016 S 20 th Street	
Century Elementary School	Valley Middle School	
3351 17 th Avenue S	2100 5 th Avenue N	
Mark Sanford Education Center	Lake Agassiz Elementary School	
2400 47 th Avenue S	605 Stanford Road	
Kelly Elementary/Schroeder Middle School	Head Start	
3000 Cherry St.	3600 6 th Avenue N	
Viking Elementary	Wilder Elementary School	
809 22 nd Avenue S	1009 N 3 rd Street	
Central High School	Community High School	
115 N 4 th Street	500 Stanford Road #B	
Lewis and Clark Elementary School		
1100 13 th Avenue S		

EXHIBIT B SNOW REMOVAL GUIDELINES

1. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all drive lanes, fire lanes, and parking lots, and playgrounds as noted in the Agreement above.

2. Contractor shall comply with all federal, state and local governmental laws, regulations, codes and ordinances.

3. Contractor will begin plowing at the Property as soon as the snow or ice reaches a depth of 1 inch, regardless of the time of day or night or the day of the week.

4. All work shall be completed in a workmanlike manner consistent with customary industry practices.

5. For snowfalls of 2"-6" depth, all snow shall be plowed away from the buildings and pushed to the farthest end of the parking lot or to a spot as designated by Owner. No snow shall be piled up and stacked in undesignated parking spots, around light posts, or onto islands or landscaping. Contractor shall clear all snow in any and all handicap parking spots.

6. For snowfalls of more than 6" depth, all snow shall be plowed away from the buildings. Contractor may windrow snow to each island or light post, upon request. Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the entrance to Schools listed on Exhibit A, fire lanes, interior roadways or designated parking stalls. Contractor shall clear all snow in any and all handicap parking spots.

7. Contractor shall return during the day to plow vacant parking stalls, if a majority of the parking stalls are still occupied. Contractor shall return the next day before 7 a.m. to plow as many stalls as possible.

8. The District will make sure fire hydrants are kept free from snow and easily accessible in case of emergencies.

9. When snow begins to fall with heavy and rapid accumulations shortly before or during school hours, Contractor will begin plowing the snow from the parking lot using the fastest method possible.

10. Contractor shall not create drifts in front of fire hydrants, dumpster enclosures, fire lanes, handicap parking spots, or entrances, on sidewalks or blocking walkways and agrees to remove Contractor-created drifts. If Contractor does not remove the drifts in front of the fire lanes and dumpster enclosures, Contractor agrees to pay any expenses incurred by Owner for removal of said drifts.

11. Contractor shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, playground equipment, paving or striping of the Property or equipment used in connection therewith.

12. Contractor agrees to provide the Owner's representative, Buildings & Grounds Director, with all current after-hours telephone numbers.

EXHIBIT C

CONTRACTOR'S HOURLY RATES

Hourly Price

Contractor shall provide the following equipment at the following hourly rates:

Loader Tractor:	\$195.00 per hour
Skid Steer:	\$160.00 per hour
Wheel Loader:	\$195.00 per hour
Plow Truck:	\$120.00 per hour
Hauling (Dump Truck):	\$175.00 per hour
Wheel loader with Snow Blower (optional):	\$195.00 per hour

Zones:

Snow removal in the following zones:

/	Zone 1	Zone 2
	South Middle School	Winship Elementary School
	Discovery Elementary School	Phoenix Elementary School
	Red River High School	Ben Franklin Elementary School
	Century Elementary School	Valley Middle School
	Mark Sanford Education Center	Lake Agassiz Elementary School
	Kelly Elementary/Schroeder Middle Schools	Head Start
	Viking Elementary School	Wilder Elementary School
	Central High School	Community High School
	Lewis and Clark Elementary School	
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EXIHBIT D

INSURANCE REQUIREMENTS

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to Owner in form and content satisfactory to Owner prior to commencement of the Services. The insurance is as follows:

- a. Workers' Compensation in accordance with the laws of the state in which the Property is located;
- b. Employer's liability in an amount not less than \$1,000,000.00;
- c. Comprehensive general liability on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive form, premises operation, explosion, collapse, underground hazard, products/completed operations hazard (3 year extension beyond completion of the Services), blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- d. Comprehensive Automobile Liability, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.
- e. Excess liability (umbrella) insurance with limits of at least \$2,000,000.00.

The insurance specified in c through e shall include the following:

- a. Endorsements adding Owner as an additional insured.
- b. Thirty (30) days' prior written notice of cancellation to the Owner.

Owner shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against Owner.

FINANCE COMMITTEE GRAND FORKS SCHOOL BOARD GRAND FORKS PUBLIC SCHOOL DISTRICT #1 MEETING MINUTES January 3, 2024

The Grand Forks School Board Finance Committee met on Wednesday, January 3, 2024, at the Mark Sanford Education Center with Bill Palmiscno serving as the meeting chair.

<u>Committee Members Present</u>: Josh Anderson via phone, Amber Flynn, Bill Palmiscno, Cynthia Shabb, Dr. Terry Brenner, Brandon Baumbach, Catherine Gillach, and Matt Bakke.

Committee Members Absent: Branden Shepperd.

<u>Others Present</u>: Eric Ripley, Executive Director of Career and Technical Education and Technology; Shawn Senescall, JLG Architects; and Cindy Johnson, Executive Secretary.

<u>Call to Order</u>. The meeting was called to order at 5:00 p.m.

<u>Approval of Minutes</u>. It was moved by Flynn and seconded by Anderson to approve the minutes of November 28, 2023, as written. Motion carried unanimously. Absent: Shabb.

Career Impact Academy New Market Tax Credit **Update.** Baumbach reported that when the school board approved a construction budget of \$24,983,859 with an owner's contingency of \$1,249,193 for a total of \$26,233,052, all sources for the project had not been secured and an estimated gap of \$5,457,356 existed. Since then, the administration has been working to secure proceeds for the project from the federal New Market Tax Credit program. A relationship with Urban Research Park CDE, LLC, out of Maryland is expected to secure \$20 million in tax credit allocation which would draw in a net project investment of \$3.164 million to the project and reduce the anticipated project gap to \$2,293,356. In preparation for a closing date of March 21, 2024, the administration has been working with Kutak Rock, LLP (legal), Novogradac & Company LLP (finance), and S.B. Clark Companies Inc. (finance). All fees are paid on the date of closing and are factored into the net proceeds' calculation.

Discussion continued about the fees, building ownership, the flow of funds, and related agreements.

Shabb joined the meeting at 5:16 p.m.

Consideration of Increasing Guaranteed Maximum Price for Career Impact Academy. Baumbach reported that when the school board approved the construction budget, the anticipated sales tax assumed by the was not included contractors due to а miscommunication about whether the district could extend its sales tax exemption to the contractor working on its behalf. It has since been learned the exemption cannot be extended to the contract. To correct this, the administration is recommending to increase the GMP by \$670,000 which will bring the construction budget to \$25,653,859 with an owner's contingency of \$1,282,693 for a total of \$26,936,552.

It was moved by Flynn and seconded by Shabb to approve the administrative recommendation to increase the construction guaranteed maximum price for the Career Impact Academy to \$25,653,859 with a 5% owner's contingency of \$1,282,693 and forward the recommendation to the full board with a unanimous recommendation for approval. Motion carried unanimously.

Consideration of Career Impact Academy Expenses to the Paid from the Building Fund. Baumbach explained the administrative recommendation to fund the construction of the Career Impact Academy through the building fund. Doing so would align with the North Dakota Century Code regarding the use of the building fund. The recommendation is sought for accounting purposes and has no impact on sources and uses.

It was moved by Flynn and seconded by Shabb to approve the recommendation to approve total project expenses of \$26,936,552 for the construction of the Career Impact Academy to be paid from the building fund and forward the recommendation to the full board with a unanimous recommendation for approval. Motion carried unanimously.

Consideration of Initial Resolution for General **Obligation Building Fund Bonds for Career Impact** Academy. Baumbach explained the administrative recommendation to adopt this resolution was primarily to begin the 60-day protest period so the district might have flexibility in funding options. If no protest is received during this window, the board then has the choice to sell bonds at market rates or to apply for the School Construction Loan program state's administered by the Bank of North Dakota. He pointed out that the amount on the initial resolution is higher than the anticipated total project gap due to timing and cash flow considerations primarily due to the nature of the donations being made over 5-10 years.

It was moved by Shabb and seconded by Flynn to approve the adoption of the Initial Resolution for General Obligation Building Fund Bonds for Career Impact Academy with a maximum amount of \$6,500,000 and forward the recommendation to the full board with a unanimous recommendation for approval. Motion carried unanimously.

Consideration of Change Order Process for Projects.

Baumbach explained the administrative recommendation regarding the approval of change orders for the district's major construction projects in the coming years. The projects included in the recommendation are the Career Impact Academy, the new Valley Middle School, the new Child Nutrition Central Kitchen, and districtwide safety and security improvements. The recommendation was as follows:

- The finance committee be designated as a committee for the review of change orders.
- Assuming a sufficient balance in the owner contingency, any change order more than \$50,000
- must be approved by the finance committee.
- Assuming a sufficient balance in the owner contingency, any change order less than \$50,000
- can be approved by the administration.
- Any increase in the Guaranteed Maximum Price must be approved by the school board.

Palmiscno shared his experience with building projects while at the Grand Forks Park District and how having to bring change orders to the full board can slow progress. Senescall explained there were many reasons a change order could develop including plan changes, mistakes, materials availability, or changes in the field and that change orders could be monetary or schedule changes.

It was moved by Anderson and seconded by Shabb to approve the administrative recommendation as discussed and forward the recommendation to the full board with a unanimous recommendation for approval. Motion carried unanimously.

<u>Next Meeting Date</u>. The next meeting is scheduled for Wednesday, January 24, 2024, beginning at 5:00 p.m.

Adjournment. There being no further business, the meeting adjourned at 5:46 p.m.

(Date)

APPROVED

Bill Palmiscno, Meeting Chair

Brandon Baumbach, Business Manager

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Brandon Baumbach Business Manager

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MEMORANDUM

TO: Grand Forks School Board FROM: Brandon Baumbach, Business Manager SUBJECT: Career Impact Academy New Market Tax Credit Update DATE: January 8, 2024

On August 7, 2023, the school board approved a construction budget of \$24,983,859 with an owner's contingency of \$1,249,193 for a total of \$26,233,052. At this time all sources for the project had not been secured and an estimated gap of \$5,457,356 existed. Since this time, the administration has been working to secure proceeds for the project from the federal New Market Tax Credit program.

A relationship with Urban Research Park CDE, LLC, out of Maryland has the administration expecting to secure \$20 million in tax credit allocation. This would draw in a net project investment of \$3.164 million to the project. This reduces the anticipated project gap to \$2,293,356.

In preparation for a closing date of March 21, 2024, the administration has been working with Kutak Rock, LLP (legal), Novogradac & Company LLP (finance), and S.B. Clark Companies Inc. (finance). All fees are paid on the date of closing and are factored into the net proceeds' calculation.

Attachment: Project Budget







Base Bid	SD Budget	GMP Estimate	
Construction	\$26,094,882	\$24,983,859	
Owner's Contingency (5%)	\$1,207,000	\$1,249,193	
Total Construction Cost	\$27,301,882	\$26,233,052	
Professional Fees	\$1,497,680.00	\$1,686,609	
Furniture, Non CTE Equipment	\$1,000,000.00	\$750,000	
Technology, Security (3%)	\$1,100,000.00	\$141,000	
CTE Equipment	\$1,308,125.00	\$843,925	
Geotechnical	\$25,000	\$25,000	
Special Inspections	\$50,000	\$50,000	
Culinary	\$0.00	\$797,770	
Total Soft Costs	\$6,187,805	\$4,294,304	
Alternate	\$0	\$0	
Base Bid Project Cost Subtotal	\$33,489,687	\$30,527,356	
Funding Available		\$28,234,000	
Current Gap		\$2,293,356	
Possible Gap		\$2,293,356	
Funding (Secured)			
State Match (initial)		\$10,000,000	
State Match (additional)		\$3,000,000	
State Fiber Money		\$870,00	
, Team GF Funding		\$8,800,00	
Equipment Grants		\$900,000	
Special Assessment Fund		\$1,500,000	
		\$25,070,000	
Other (Speculative)	_		
New Market Tax Credits		\$3,164,000	
		\$28,234,000	

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Brandon Baumbach Business Manager

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MEMORANDUM

TO: Grand Forks School Board FROM: Brandon Baumbach, Business Manager SUBJECT: Consideration of Increasing Guaranteed Maximum Price for Career Impact Academy DATE: January 8, 2024

On August 7, 2023, the school board approved a construction budget of \$24,983,859 with an owner's contingency of \$1,249,193 for a total of \$26,233,052. At the time, the anticipated sales tax assumed by the contractors was not included. To correct this, the administration is asking to increase the Guaranteed Maximum Price (GMP) by \$670,000. This brings the construction budget to \$25,653,859 with an owner's contingency of \$1,282,693 for a total of \$26,936,552.

The finance committee and administrative recommendation is to approve a construction GMP of \$25,653,859 and a 5% contingency of \$1,282,693.

Attachment: Project Budget









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Base Bid	SD Budget	GMP Estimate
Construction	\$26,094,882	\$25,653,859
Owner's Contingency (5%)	\$1,207,000	\$1,282,693
Total Construction Cost	\$27,301,882	\$26,936,552
Professional Fees	\$1,497,680.00	\$1,686,609
Furniture, Non CTE Equipment	\$1,000,000.00	\$750,000
Technology, Security (3%)	\$1,100,000.00	\$141,000
CTE Equipment	\$1,308,125.00	\$843,925
Geotechnical	\$25,000	\$25,000
Special Inspections	\$50,000	\$50,000
Culinary	\$0.00	\$797,770
Total Soft Costs	\$6,187,805	\$4,294,304
Alternate	\$0	\$0
Base Bid Project Cost Subtotal	\$33,489,687	\$31,230,856
Funding Available		\$28,234,000
Current Gap		\$2,996,856
Possible Gap		\$2,996,856
Funding (Secured)		
State Match (initial)		\$10,000,000
State Match (additional)		\$3,000,000
State Fiber Money		\$870,000
Team GF Funding		\$8,800,000
Equipment Grants		\$900,000
Special Assessment Fund		\$1,500,000
		\$25,070,000
Other (Speculative)		
New Market Tax Credits		\$3,164,000
		\$28,234,000

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Brandon Baumbach Business Manager

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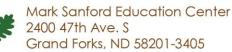


TO:Grand Forks School BoardFROM:Brandon Baumbach, Business ManagerSUBJECT:Consideration of Career Impact Academy Expenses to be Paid from the Building FundDATE:January 8, 2024

Per North Dakota Century Code (NDCC) 57-15-17.1(b), a school district building fund may only be used for specific purposes, including "The construction of school district buildings and facilities." Per NDCC 57-15-17.1(c)," the custodian of the funds may pay out the funds only upon order of the school board..."

For alignment with building fund intention per NDCC, the administration is seeking approval to construct the Career Impact Academy with sources from the building fund. This is being sought for accounting purposes and has no impact on sources and uses.

The finance committee and administrative recommendation is to approve total project expenses of \$26,936,552 for the construction of the Career Impact Academy to be paid from the building fund.







GRAND FORKS PUBLIC SCHOOLS

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Grand Forks, ND 58206-6000

PO Box 6000

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Brandon Baumbach Business Manager

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MEMORANDUM

TO: FROM:	Grand Forks School Board Brandon Baumbach, Business Manager
SUBJECT:	Consideration of Initial Resolution for General Obligation Building Fund Bonds for Career Impact Academy
DATE:	January 8, 2024

To close the final portion of the project expense gap, the administration is proposing this initial resolution for general obligation building fund bonds. If adopted, a 60-day protest period from the public begins. If no protest is received during this window, then the board has the choice to sell bonds at market rates or to apply for the state's School Construction Loan program administered by the Bank of North Dakota. The rate of interest on these loans is set at 2%.

The amount on the initial resolution is higher than the anticipated total project gap due to timing and cash flow issues. This is primarily due to the nature of the donations being made over 5-10 years.

The finance committee and administration are recommending the adoption of the Initial Resolution for General Obligation Building Fund Bonds for Career Impact Academy.

Attachment: Initial Resolution for General Obligation Building Fund Bonds









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GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1 GRAND FORKS COUNTY, NORTH DAKOTA

INITIAL RESOLUTION FOR GENERAL OBLIGATION BUILDING FUND BONDS

BE IT RESOLVED by the Board of Education of Grand Forks Public School District No. 1, Grand Forks County, North Dakota (the "School District"), that it is necessary and expedient for the School District to issue its General Obligation Building Fund Bonds (the "Bonds") as hereafter described:

- 1. The maximum amount of the Bonds proposed to be issued is \$6,500,000.
- 2. The purpose for which the Bonds are proposed to be issued is to provide funds, together with any other funds available, to construction and equip a career and technical education facility and to pay costs incidental to such work and Bond issuance (the "Project").
- 3. The assessed valuation of all taxable property in the School District, as defined in N.D.C.C. Section 57-2-01, is \$3,105,840,572.
- 4. The total amount of bonded indebtedness of the School District is \$31,788,132.
- 5. The School District intends to issue the \$6,500,000 General Obligation Building Fund Bonds resulting in a millage of 1.34 mills, equal to \$1.34 on each \$1,000 of taxable valuation for the first taxable year after the Bond is issued.

BE IT FURTHER RESOLVED that the principal of, premium, if any, and interest to be paid on the Bonds shall be paid from that portion of the tax levies authorized by Section 57-15-16, N.D.C.C. (School Building Fund Levy), as necessary for such payments, and, in the event the Bonds are issued, the tax levies authorized by Section 57-15-16 shall be dedicated to the repayment of principal of, premium if any, and interest on the Bonds.

BE IT FURTHER RESOLVED that any owner of taxable property within the School District may, within 60 days after publication of this Resolution, file with the Business Manager a written protest against the issuance of the Bonds, describing the property which is the subject of the protest. If the School Board finds such protests to have been signed by the owners of taxable property having an assessed valuation equal to five percent (5%) or more of the assessed valuation of all taxable property within the School District, as last finally equalized, all further proceedings under this Resolution are barred.

BE IT FURTHER RESOLVED that the Business Manager is hereby authorized and directed to cause this Resolution to be published in the official newspaper of the School District, and that the Business Manager is further authorized and directed to post this Resolution on the website of the School District during the 60-day protest period.

Dated: January 8, 2024.

GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1 Attest:

President, School Board

Business Manager

The governing body of the School District acted on the foregoing resolution at a properly noticed meeting held in Grand Forks, North Dakota, on January 8, 2024, with the motion for adoption made by ______ and seconded by ______, and the roll call vote on the motion was as follows:
"Ave"

January 8, 2024 Page 74 of 81

Brandon Baumbach Business Manager

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MEMORANDUM

TO: Grand Forks School Board FROM: Brandon Baumbach, Business Manager SUBJECT: Consideration of Change Order Process for Projects DATE: January 8, 2024

The Career Impact Academy is the first of many anticipated major projects within the school district in the coming years. Others include:

- a new Valley Middle School
- a new Child Nutrition Central Kitchen
- a major investment in district-wide safety and security improvements

Change orders can be expected with so many projects of this magnitude. When a change order is requested, time is of the essence. For this reason, the administration is seeking direction on how to address change orders.

Per Board Policy BBBB, a committee can be expressly delegated prior authority by the Board to act upon an issue by a 2/3rds majority vote of the Board.

The finance committee and administration are recommending the following guidelines

- The finance committee be designated as a committee for the review of change orders.
- Assuming a sufficient balance in the owner contingency, any change order more than \$50,000 must be approved by the finance committee.
- Assuming a sufficient balance in the owner contingency, any change order less than \$50,000 can be approved by the administration.
- Any increase in the Guaranteed Maximum Price must be approved by the school board.







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Brandon Baumbach Business Manager

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TO: Grand Forks School Board FROM: Brandon Baumbach, Business Manager SUBJECT: Consideration of Resolution Authorizing School Construction Loan Applications DATE: January 8, 2024

Once initial resolutions are passed by the school board, the school district is eligible to apply to the state's School Construction Loan program made available through the Bank of North Dakota. This program provides 2% interest rate loans which are less costly than the alternative option of selling bonds at market rates.

Attached is a resolution authorizing application for the school construction loan program for two projects:

- 1) The district's Guaranteed Energy Savings Program project which is improving efficiency and adding air conditioning across the district. This initial resolution was approved by the school board on June 26, 2023.
- 2) The Career Impact Academy building to help provide financing options for any remaining gap in this project expense. The school board considered this initial resolution earlier in this agenda.

The program has a deadline for application once a year, which is April 1. With the adoption of this resolution, the administration can prepare an application for consideration providing the school district maximum options to address any project budget shortfall for the Career Impact Academy.

The administration is recommending the adoption of the Resolution Authorizing School Construction Loan Applications.

Attachment: Resolution Authorizing School Construction Loan Applications









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RESOLUTION AUTHORIZING SCHOOL CONSTRUCTION LOAN APPLICATIONS

WHEREAS, Section 15.1-36-08 of the North Dakota Century Code ("N.D.C.C.") establishes a fund for school construction loans and requires that a completed loan application be submitted to the Department of Public Instruction; and

WHEREAS, the School Board of Grand Forks Public School District No. 1, Grand Forks County, North Dakota (the "School District") adopted an Initial Resolution for General Obligation Building Fund Bonds on June 26, 2023, for the purpose of instituting proceedings to issue general obligation building fund bonds for school building construction purposes to consist of energy efficiency improvements in school buildings throughout the School District (the "Energy Efficiency Project"); and

WHEREAS, the School Board adopted an Initial Resolution for General Obligation Building Fund Bonds on January 8, 2024, for the purpose of instituting proceedings to issue general obligation building fund bonds for school building construction purposes to consist of the construction and equipping of a career and technical education facility (the "CTE Project", and together with the Energy Efficiency Project, the "Projects"); and

WHEREAS, the School Board finds it is in the best interest of the School District to submit School Construction Loan Applications to the Department of Public Instruction to finance in part the Projects with the proceeds of state school construction fund loans.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The School District, pursuant to N.D.C.C. Section 15.1-36-08, shall apply for state school construction fund loans to provide funds to help finance the Projects and hereby authorizes the President of the School Board to execute the School Construction Loan Applications, in the forms attached hereto, with such changes and modifications as may be required and approved by the President, on behalf of the School District.

2. The School Board hereby authorizes the Business Manager of the School District to submit to the Department of Public Instruction the School Construction Loan Applications signed by the President of the School Board together with all other documentation and information required by the Department of Public Instruction for the loan applications.

Dated: January 8, 2024.

GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1 Attest:

President, School Board

Business Manager

The governing body of the School District acted on the foregoing resolution at a properly noticed meeting held in Grand Forks, North Dakota, on January 8, 2024, with the motion for adoption made by ______ and seconded by ______, and the roll call vote on the motion was as follows:

"Aye" _	
"Nay" _	
Absent	

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Brandon Baumbach Business Manager

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TO: Grand Forks School Board

FROM: Brandon Baumbach, Business Manager

SUBJECT: Consideration of Joint Powers Agreement with Grand Forks County for Election Services DATE: January 8, 2024

Attached is a copy of the proposed Joint Powers Agreement with Grand Forks County regarding the provision of election services by the County for the School District's elections.

The agreement automatically renews for an annual term commencing on the first day of January and ending on the 31st day of December, unless any of the parties notify the other parties in writing of its intention to withdraw, modify or amend this agreement.

Administrative recommendation is to approve the Joint Powers Agreement with Grand Forks County for the School District's elections.



Mark Sanford Education Center 2400 47th Ave. S Grand Forks, ND 58201-3405





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JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into by and between the following political subdivisions: the County of Grand Forks, hereinafter referred to as "County", the City of Grand Forks and Grand Forks Park District, hereinafter referred to as "City", and the Grand Forks Public School District #1, referred to as "District."

1. **PURPOSE OF AGREEMENT**: The purpose of the agreement is to provide the terms by which the County, City and the District shall coordinate the holding of their general elections along with the County's Primary Election. It being understood that in addition to the coordination of their General Elections, the parties may, from time to time, agree to contract with the County for the administration of their Special Elections in a manner consistent with this agreement and as may be otherwise agreed to by and between the entities holding such special elections. It is the intent of the parties in entering this agreement to provide for the procedures to be followed relative to the scheduling and administration of such elections and to provide for the division of costs for election officials and any other monetary disbursements relative to such elections.

2. <u>AUTHORITY:</u> This agreement is authorized by Article VII, Section 10 of the Constitution of the State of North Dakota (Joint Exercise of Powers and Transfer of Powers), North Dakota Century Code (NDCC) Chapters 54-40 (Joint Exercise of Government Powers), 40-49 (Park District Elections), 40-21 (City Elections), and 15.1-09 (School District Elections).

3. <u>PLAN</u>: The parties agree to the following implementation:

- (a) Each entity shall be responsible for enforcement of the policies, laws and ordinances relative to the distribution and review of petitions of candidates and for the filing of said petitions in their respective offices.
- (b) An election calendar from the Secretary of State of North Dakota can be found at. <u>electioncalendar.pdf</u>.
- (c) The County will publish a sample ballot, notice of election and abstract of votes for the County, City and District for the joint election in the official newspaper for Grand Forks County. The City and District will each be responsible for any additional required legal publication.
- (d) The City and the District shall certify to the County the names of all eligible candidates for office and any measure to appear on the ballot immediately after the filing deadline on the 64th day before the election. The County will enter all provided information online and will give a copy to the City and the District to proof and approve. The County will be responsible for the actual printing of ballots and will assume all costs for printing unless the City or District's

information causes the ballot to be over a two-sided ballot. The County will assume all costs for programming electronic election equipment.

- (e) The City has the authority under NDCC Section 16.1-04-02 to designate polling places within the City and, by this Agreement, transfers that authority to the County.
- (f) The County shall be responsible for establishing and managing the polling locations for the joint elections, including setting the hours polls are to be open. Polling hours shall be consistent throughout Grand Forks County. The City or District shall be responsible for costs associated with the use of City or District owned facilities for polling locations.
- (g) The County shall be responsible for naming the election inspectors for joint elections in accordance with NDCC Title 16.1.
- (h) The County shall provide and maintain necessary poll books required by law.
- (i) The canvassing board shall be the County Canvassing Board in accordance with NDCC Title 16.1.
- (j) Within 5 days after the result of an election is declared by the canvassing board, the County shall certify to the City and the District the official results of the election. The City and the District shall be responsible for issuing a Certificate of Election to each person elected for a position with the respective governmental entity.
- (k) The County shall administer absentee balloting in accordance with NDCC Title 16.1. Absentee voter applications shall be available from the County for all joint elections; absentee ballots for joint elections shall be handled by the County.

4. <u>COSTS</u>:

- (a) The County, City and District shall share in the savings provided by holding joint elections.
- (b) The County shall pay all costs associated with the Election and Canvassing Boards in joint elections, excluding additional required legal publications.
- (c) If the County administers a Special Election for the City or District, all costs shall be the responsibility of the City or District.
- (d) If a City or District requires that absentee or vote-by-mail applications be sent to all potential voters, the City or District shall be responsible for the related costs.

5. <u>**RECOUNT</u>**: In the event a recount is properly demanded or is required by law according to NDCC 16.1-16-01 for a City or District election which has been combined with the County according to the law and this agreement, the County Auditor shall conduct the recount according to NDCC 16.1-16-01 and certify the new</u>

results of the election to the City or District who shall be responsible for issuing new certificates of election if applicable.

- (a) In the event a recount is properly demanded or is required by law according to NDCC 16.1-16.01 for a special City or District election which has not been combined with the County according to the law and this agreement, the City Auditor or School District Business Manager, to the extent applicable, shall conduct the recount and perform all duties of the County Auditor.
- (b) The expenses incurred in a recount of a City or District election, whether or not the election was combined with the County, must be paid by the City or District.

6. **<u>DURATION</u>**: This agreement shall take effect on January 1, 2024 and continue until December 31, 2024. Thereafter, this agreement automatically renews for an annual term commencing on the first day of January and ending on the 31st day of December, unless any of the parties notify the other parties in writing of its intention to withdraw, modify or amend this agreement. That written notice must be provided on or before October 1st of the year of withdrawal. A written notice of intent to withdraw from this agreement shall be effective on the 31st day of December of the year in which the notice is received.

7. **AMENDMENTS**; Any modifications or amendments to this agreement must be in writing signed by an authorized representative of each party.

Chair, County Commission A Enges

Grand Forks Public School

President

Attes

Attest:

Business Manager

County Auditor Date 12/19/2 =

Date