2026-2027 JOINT POWERS AGREEMENT
GRAND FORKS AIR FORCE BASE PUBLIC SCHOOL DISTRICT NO. 140
AND GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1

WHEREAS, Grand Forks Air Force Base Public School District No. 140 was created subsequent to the enactment of Section 15-27.5-01 (now 15.1-08-01) of the North Dakota Century Code, and pursuant to subsections 15.1-09-33, 15.1-29-10, 15.1-08-04 and Chapter 54-40.3 of the North Dakota Century Code, the Boards of School District No. 140 and Grand Forks Public School District No. 1 may enter into written contracts or agreements to provide for the education of the children of their districts;

WHEREAS, District No. 140 and District No. 1 desire to enter into a Joint Powers Agreement with each other for the cooperative or joint administration of the powers and functions that are authorized by law or assigned to either of them; and

WHEREAS, the Districts wish to acknowledge, ratify, and definitively describe their current cooperative practices, procedures, policies, and agreements for the operation of their respective districts, and state:

1. PARTIES

1.1 This Agreement is made by and between Grand Forks Air Force Base Public School District No. 140 and Grand Forks Public School District No. 1.

2. THE PURPOSE OF THE AGREEMENT

2.1 The School Districts are entering into this agreement in order to continue to provide the children of the districts with a quality education commensurate with the combined funds and facilities available in each district.

2.2 PreK-12 Schooling. To provide programs for PreK-12 students, which may include an alternative high school utilizing the facilities and resources of both districts; and to provide home-to-school transportation to students enrolled in programs maintained by the Districts only as mandated by law or agreed to under this agreement.

3. THE DURATION OF THIS AGREEMENT

3.1 This agreement is for the fiscal year July 1, 2026, through June 30, 2027, and thereafter as the Districts may agree in writing.

4. THE ORGANIZATION RESPONSIBLE FOR ADMINISTERING THE COOPERATIVE OR JOINT UNDERTAKING

4.1 The Boards of District No. 140 and District No. 1 shall constitute the governing board for this agreement. They shall retain the authority for their individual districts. They agree to utilize the policies of District No. 1 in the governance of this agreement unless otherwise agreed. District No. 140 adopts the governing policies of District No. 1 for District 140's administration, unless such policy does not apply to District 140.

4.2 Annually, each Board will review the items of this agreement. The committees for each District

shall meet to discuss the findings and recommend terms for the next year if either Board's committee requests changes.

4.3 The Boards agree that District No. 1 will perform administrative services for both Districts. The annual evaluation of the superintendent shall be done by representation from both Boards through the Superintendent Evaluation Committee with up to four (4) appointed seats by District No. 1 and one (1) appointed seat by District No. 140. Each District shall retain the right to fill, or not fill, their appointed seat(s). All appointed seats for both Boards shall be voting members on the Superintendent Evaluation Committee.

4.4 The Boards will have an advisory non-voting representative on each other's Board to foster extended communication. They shall work together to develop common plans and directions for the future operations of the Districts.

4.5 The Boards shall each have representation on District No. 1 Policy Review Committee with up to four (4) appointed seats by District No. 1 and one (1) appointed seat by District No. 140. Each District shall retain the right to fill, or not fill, their appointed seat(s). All appointed seats for both Boards shall be voting members on the District No. 1 Policy Review Committee.

4.6 The Boards agree that District No. 140 will have non-voting representation on the following District No. 1 committees:

Facilities Committee of the Whole
Finance Committee
Others, as required by grants or other agreements

4.7 The Boards will share building liaison assignments.

4.8 The Boards will hold an annual curriculum review meeting to hear curriculum adjustments recommended for the next year.

4.9 The Boards, by mutual agreement, may govern cooperatively utilizing other avenues deemed appropriate. Example: public forums required by law might be handled jointly.

4.10 The Boards will monitor and review program quality and student achievement.

4.11 District No. 1 and District No. 140 shall utilize the staff, including but not limited to, teachers, custodians, special educators, administrators, assistants, and secretaries (hereinafter "staff"), of District No. 1 to provide all educational services and businesses incidental thereto, to both Districts. District No. 1 shall be the employer for all staff and such staff shall be hired, supervised, evaluated, disciplined, and terminated by District No.1, in accordance with District No.1 policies, procedures, and applicable law. Except as provided otherwise herein, compensation, benefits, payroll taxes, workers' compensation coverage and all other employer-related obligations shall be the responsibility of District No.1.

5. THE MANNER IN WHICH THE DISTRICTS WILL FINANCE THE JOINT UNDERTAKING

5.1 Financial resources of the two districts will be pooled into appropriate accounts (i.e., General,

Capital). The Joint Business Office will administer the accounts and contracts under the authority vested in each school board by this agreement.

Designated areas of responsibility for each Board are as follows:

Board of District No. 140
Construction projects in District No. 140 and Maintenance for Buildings in District No. 140 as provided in Section 8 of this Agreement
Operational costs of the Board of District No. 140, including a portion of the Superintendent's salary, Business Manager's salary, and other administrative salaries and resources.
Transportation of District No. 140 high school students to Grand Forks Central High School
Grant opportunities available uniquely to GFAFB and its community agencies

Board of District No. 1
All other financial and operational matters

6. THE PROCESS TO APPLY FOR FEDERAL OR STATE AID, OR FUNDS FROM OTHER PUBLIC AND PRIVATE SOURCES, TO THE DISTRICTS FOR FURTHERING THE PURPOSES OF THIS AGREEMENT

6.1 Application for federal, state, or private funding sources, including grants, will be directed by the administration. Specific authorization, where required, will come from the appropriate Board. Example: Federal funds for construction at District No. 140 will be authorized by District No. 140.

7. THE MANNER OF RESPONDING FOR ANY LIABILITY INCURRED FROM PERFORMANCE OF THE AGREEMENT AND INSURING AGAINST SUCH LIABILITY

7.1 The Business Office will secure insurance coverage for any insurable risk that might be incurred through performance of the agreement. Each District shall obtain, carry, and furnish a general liability policy with adequate amounts as deemed appropriate by the Business Office.

8. OWNERSHIP AND MAINTENANCE OF BUILDINGS

8.1 District #1 and District #140 shall continue to own their own buildings and real property. Nothing under this Agreement shall give ownership rights of District #1's buildings and real property to District #140. Nothing in this Agreement shall give ownership rights of District #140's buildings and real property to District #1. Ownership rights include but are not limited to, each District's right in executing any and all lease agreements, access agreements, or similar agreements necessary for each District to control and maintain its own real property and buildings.

8.2 Any building or major facility project located within District #140, the Districts agree that District #140 is responsible for all control of such project site. For projects located in District #140, this control includes, but is not limited to, site control for purposes of planning, funding compliance, and construction commencement. Any building or major facility project located within District #1, the Districts agree that District #1 is responsible for all control of such project site. For projects located in District #1, this control includes, but is not limited to, site control for purposes of planning, funding compliance, and construction commencement.

8.3 District #1 and District #140 each retain the statutory power to acquire real property and construct school buildings and other facilities in accordance with N.D.C.C. 15.1-09-33.

8.4 The Districts agree that District #1's staff shall be responsible for alterations, repairs, maintenance, improvement, and cleaning of District #140 facilities, including all school buildings. District #140 shall utilize District #1's staff to perform all services in this section in a professional and workmanlike manner and in compliance with applicable laws, codes, and safety requirements. The Districts also agree that District #1 shall be responsible for procuring vendors and/or contractors for the services in this Section if District #1 determines it necessary. District #1 shall ensure all personnel or contractors performing the services in this section have all required licensures, permits, and/or certificates to the extent such licenses, permits, and/or certificates are required by law. Any improvement, alteration, or repair in the amount of $50,000.00 or greater requires District #140 board approval. District #140 shall provide District #1's staff with reasonable access to District #140's facilities to complete the services as described in this agreement.

8.5 District #140 shall pay District #1 a pro-rata share of the actual, reasonable, and documented costs incurred by District #1 in staff providing the alteration, repairs, maintenance, improvements, and cleaning services, including labor (including applicable wages, taxes, payroll burdens, employee benefits) for District #1's staff, materials, parts, supplies, and equipment used for District #140's facilities, vendor and/or contractor charges incurred for such services, and reasonable administrative support directly associated with scheduling, dispatch, record keeping, and coordination of such services for the facilities.

9. DISTRICT STATUTORY POWERS

9.1 Unless specifically provided to the contrary herein by this Agreement, the Districts agree that each District retains their statutory powers as conferred upon each District by law, including but not limited to, N.D.C.C. Title 15.1.

10. OTHER

10.1 The Districts shall pool all federal, state, and local monies available to them to the extent permitted by law, except as otherwise agreed herein or hereafter agreed by the Districts, to carry out the purposes of this agreement.

10.2 This agreement shall commence on July 1, 2026, and shall terminate June 30, 2027. District No. 140 shall have, however, an option to renew this contract for a one-year period beginning July 1, 2027, and ending June 30, 2028, upon the same terms and conditions or terms and conditions mutually agreeable to both parties. Because of statutorily imposed deadlines (Chapter 15.1-15 N.D.C.C.) which relate to program authorization and staffing, to be effective, said option must be exercised by District No. 140 no later than March 1, 2027. This agreement is effective as of July 1, 2026, and amends, ratifies, and supersedes all prior agreements between the Districts pertaining to their cooperative educational undertakings.

10.3 All powers conferred by law on the Districts shall remain unless otherwise expressly stated herein.

11. SPECIAL PROVISIONS

11.1 Transportation service to District No. 140 (high school students attending school in District #1) shall not be discontinued during the JPA period without the approval of the District No. 140 School Board. *Amended 2-21-90.*

11.2 Grant opportunities available uniquely to District No. 140 and other Grand Forks Air Force Base community agencies working in concert because of common Grand Forks Air Force Base community issues shall be applied for by District No. 140 and administered, per the specific details of said grants, by the Districts' administration and Joint Business Office. Activities provided by these grants shall not cause deviation from normal school operational procedures or staff contractual obligations.
Amended 2-13-96.

GRAND FORKS AIR FORCE BASE
PUBLIC SCHOOL DISTRICT NO. 140

By Michelle Shepperd
Michelle Shepperd
School Board President

Dated: 7-28-2026

GRAND FORKS
PUBLIC SCHOOL DISTRICT NO. 1

By JoNell A. Bakke
JoNell Bakke
School Board President

Dated: 7-13-2026