NOTICE OF MEETING
REGULAR MEETING OF THE SCHOOL BOARD
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
Monday, January 7, 2019 – 6:00 p.m.
Mark Sanford Education Center, 2400 47th Avenue South, Grand Forks, ND

AGENDA

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. CELEBRATING SUCCESS
   A. Discovery Elementary School

III. APPROVAL OF MINUTES
   A. December 10, 2018

IV. CITIZEN COMMENTS (non-agenda items)
   (Citizens wishing to address the school board are asked to complete a Citizen Comment Card and submit it to the school board secretary prior to the start of the meeting. Citizens wishing to comment on non-agenda items will be invited by the chairperson to speak during the Citizen Comments item. Citizens wishing to comment on a specific agenda item will be invited by the chairperson to speak when that specific agenda item is reached. Each person may speak for up to three (3) minutes and will not be recognized a second time until all citizens wishing to speak have been heard. The chairperson reserves the right to limit the discussion and the number of speakers. School Board members shall not engage in a response or enter into a debate about any issue(s) brought before the board during this portion of the meeting. Citizen comments and concerns will be directed to the Superintendent of Schools, who will deal with the according to policies adopted by the Board.)

V. SUPERINTENDENT’S RECOMMENDATIONS FOR DISCUSSION
   A. Review School Board Norms
   B. Technology Update
   C. Teacher Benefits & Leave Package Study Committee Report

VI. SUPERINTENDENT’S RECOMMENDATIONS FOR ACTION
   A. Consent Agenda
      1. Appointments
      2. Leave Requests
      3. Resignations
   B. 8000 Series Policy Review Committee Report:
      1. First Reading of Policy 8320 and 8330 and Rescind of Policy 8405
   C. Herald Building Lease Agreement

VII. OTHER
   A. Announcements
   B. Board Requests for Future Consideration and Agenda Planning
      (There should be no discussion concerning an individual item that is requested for future consideration. The Board President and Superintendent will determine the best method of response to board requests for future consideration.)
   C. School Board Norms - How Did We Do?

VIII. ADJOURNMENT

Any person who requires an auxiliary aid or service to allow access or participation at a school board meeting is asked to notify the superintendent’s office (787-4880) at least one day before the meeting.
The school board of Grand Forks Public School District #1 held a regular meeting on Monday, December 10, 2018, at the Mark Sanford Education Center with President Bill Palmiscno presiding.

**Board Members Present:** Douglas Carpenter, Chris Douthit, Amber Flynn, Jacqueline Hoffarth, Eric Lunn, Shannon Mikula, Bill Palmiscno, and Matt Spivey.

**Board Members Absent:** Cynthia Shabb.

**Others Present:** Student Board Members Riley Thoreson and Anastasia Usatii, Superintendent Dr. Terry Brenner, Associate Superintendent Jody Thompson, Assistant Superintendent Catherine Gillach, Business Manager Ed Gerhardt, Business Manager Scott Berge, GFAFB School Board Liaison Elizabeth Meihaus, GFEA President Amanda Weston Caillier, and Executive Secretary Cindy Johnson.

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

**Approval of Agenda.** It was moved by Carpenter and seconded by Lunn to approve the agenda as written. Motion carried with all Board members present voting aye. Absent: Shabb.

**Celebrating Success.** Jon Strandell, Grand Forks Central High School Associate Principal, and Teacher Bridget Ryberg shared their success with English language arts interventions at their school.

**Approval of Minutes.** It was moved by Spivey and seconded by Hoffarth to approve the November 26, 2018, minutes as written. Motion carried with all Board members present voting aye. Absent: Shabb.

**Citizen Comments (non-agenda items).** Tauna Young, 3850 15th Avenue South, Grand Forks, ND 58201, spoke to the Board about the District’s transportation policy, specifically the lack of free bussing.

**Review School Board Norms.** The School Board Meeting Norms were provided in the agenda packet for review.

**2018-2019 School Board Agenda Planning.** The Superintendent’s internal working document that is used to develop school board meeting agendas for the remainder of this fiscal year was shared. This document will be included in future agenda packets along with the future requests matrix.

**Produce Distributor Food Award.** Emily Karel, Child Nutrition Program Director, explained the bid process and criteria for the produce distributor food award. Administrative recommendation is to approve Sysco North Dakota as the produce distributor for the second half 2018-2019 school year.

It was moved by Spivey and seconded by Carpenter to approve Sysco of North Dakota as the produce distributor for the second half of the 2018-2019 school year at a total price as bid with incentive of $137,740.65. Motion carried with all Board members present voting aye. Absent: Shabb.

**Finance Committee Report.**

Audited Financial Statements for the Year Ended June 30, 2018. Brady Martz Auditor Brian Opsahl reported on the audits for Grand Forks Air Force Base Public School District No. 140 and Grand Forks Public School District No. 1, which were reviewed in detail by the Finance Committee on November 19. He reported that both districts received an unmodified opinion, which is a clean, good opinion, and that there were no difficulties or disagreements with management in performing the audits and no findings, no deficiencies, or material weaknesses for both districts in the Yellowbook report and
the single audit reports for Title I and Impact Aid.

As of June 30, 2018, the total general fund balance for District No. 1 was $18,546,138 (approximately 18% of general fund expenditures) which is right in the middle of the auditor’s expectations (15-20%) for a healthy fund balance.

As of June 30, 2018, District No. 140’s net position was $3,248,231 of which $389,786 is restricted for capital projects.

It was moved by Carpenter and seconded by Douthit to approve the audited financial statements for the year ended June 30, 2018, for Grand Forks Public School District No. 1. Motion carried with all Board members present voting aye. Absent: Shabb.

It was moved by Lunn and seconded by Carpenter to approve the audited financial statements for the year ended June 30, 2018, for Grand Forks Air Force Base Public School District No. 140. Motion carried with all Board members present voting aye. Absent: Shabb.

Appointment to Local Government Advisory Committee. With the pending retirement of Ed Gerhardt, it is necessary to appoint an individual to replace his seat on the Local Government Advisory Committee. Committee and Administrative recommendation is for approval of a new appointee. Lunn nominated Flynn. There were no other nominations.

It was moved by Lunn and seconded by Douthit to appoint Amber Flynn to the Local Government Advisory Committee. Motion carried with all Board members present voting aye. Absent: Shabb.

Facilities Update and Consideration of Funding Request. This item was combined with the Facilities Committee Report.

Facilities Committee Report.

Shared Parks and Facilities Use Agreement. It was reported that revisions were made to the agreement and reviewed by the District’s legal counsel. It was moved by Douthit and seconded by Lunn to approve the Shared Parks and Facilities Use Agreement as presented. Motion carried with all Board members present voting aye. Absent: Shabb.

PreK-12 Education Model Committee Report. Douthit and Mikula reported on the November 14 meeting of this committee. The next phase is to prioritize campus and classroom essentials that were identified at the meeting.

Alternative Education Space. Douthit reported that new space for alternative education for special needs students has been found in the Grand Forks Herald building and that the Facilities Committee is recommending the District enter into a two-year lease for that space.

Dr. Tricia Lee, Special Education Director, explained that the program is a transitional program for special needs students that is supported by the Department of Public Instruction. Lee said the goal is always to get the students back to their regular school.

Chris Arnold, Buildings & Grounds Director, reported that upon review of the agreement by the District’s legal counsel, administration is now recommending the agreement not be considered at this time. He will work with the lessor to revise the agreement as recommended by the District’s legal counsel. The proposed agreement will be brought back to the Board later.

Facilities Update and Consideration of Funding Request. Arnold informed that Board that a boiler failed at Grand Forks Central High school this past weekend. The boiler at Schroeder Middle School is also in need of repair. He reported there is several other repair and maintenance projects that need urgent attention; however, there is not enough funds in the Buildings & Grounds allocation to pay for them. The Finance Committee met on November 19 and the Facilities Committee met on December 3. Together both committees recommend an additional $1.9M from the general fund be allocated for emergency and urgent repair and maintenance projects.

It was moved by Lunn and seconded by Spivey to declare that an emergency situation exists with regard to the replacement/repair of the boilers at Grand Forks Central High School and Elroy H. Schroeder Middle School to allow the district to proceed as soon as possible. Motion carried with all Board members present voting aye. Absent: Shabb.
It was moved Mikula and seconded by Hoffarth to amend the 2018-2019 budget by allocating an additional $1.9M from the general fund to use for emergency and urgent repair and maintenance projects. It was noted that administration would prioritize the projects. Carpenter said that the Board should be informed of any deviations from the projects lists that were considered at this meeting. Motion carried with all Board members present voting aye. Absent: Shabb.

**Directors Contract Bargaining Committee Report.** Director Negotiated Agreement for 2018-2019 and MOU relating to the Compensation Study and Salary Schedule Implementation. Spivey reported that the Directors Contract Bargaining Committee and Grand Forks Directors’ Association reached tentative agreement on a one-year agreement for the 2018-2019 contract year and MOU regarding the implementation of a compensation study and salary schedule for the 2019-2020 contract year. Included in the Agreement is a 5% increase to the base salary for all Directors, except the Buildings & Grounds Director who would receive a 10% increase to the base salary. Other changes are delineated in the Agreement.

Flynn questioned language in the Agreement that requires Directors to purchase an additional $50,000 in life insurance. Following discussion, it was moved by Lunn and seconded by Spivey to amend the Agreement by changing the word “shall” to “may” with regard to purchasing additional life insurance. Motion carried with all Board members present voting aye. Absent: Shabb.

**Directors Contract Bargaining Committee Report.** Director Negotiated Agreement for 2018-2019 and MOU relating to the Compensation Study and Salary Schedule Implementation. Spivey reported that the Directors Contract Bargaining Committee and Grand Forks Directors’ Association reached tentative agreement on a one-year agreement for the 2018-2019 contract year and MOU regarding the Compensation, Enrollment Factor, and Contractual Language Study. The Agreement reflects a 3% increase to the base salary in addition to the step increase. Other changes are delineated in the Agreement.

It was moved by Lunn and seconded by Douthit to approve the Principals and Associate Principals Negotiated Agreement for 2018-2019 and Memorandum (MOU) relating to the Compensation, Enrollment Factor, and Contractual Language Study. Motion carried with all Board members present voting aye. Absent: Shabb.

**Business Manager Contract for 2018-2019.** Dr. Brenner explained the administrative recommendation for a 3% salary increase and other changes as reflected in the proposed contract. Brenner pointed out that it would be effective only for one-half of the year since Mr. Gerhardt is retiring at the end of December.

Flynn pointed out inconsistencies in the life insurance language. It was noted that language in all the agreements should indicate that additional coverage is optional and that the sentence, “The total coverage shall be $100,000.” should be deleted.

It was moved by Lunn and seconded by Flynn to approve the Business Manager contract for 2018-2019 as amended. Motion carried with all Board members present voting aye. Absent: Shabb.

**Associate Superintendent of Elementary Education Contract for 2018-2019.** Dr. Brenner explained the administrative recommendation for a 3% salary increase and other changes as reflected in the proposed contract.

Flynn pointed out that the sentence, “The total coverage shall be $100,000.” should be deleted.

It was moved by Lunn and seconded by Flynn to approve the Associate Superintendent of Elementary Education contract for 2018-2019 as amended. Motion carried with all Board members present voting aye. Absent: Shabb.
Curriculum Proposals and Deletion. Gillach reported that the proposal to add the Introduction to Computing Essentials and Interior Design courses and to drop the Early Childhood Education course was reviewed at the November 26 School Board meeting. Administration recommendation is for approval.

It was moved by Hoffarth and seconded by Mikula to approve the addition of the Introduction to Computing Essentials and Interior Design courses and to drop the Early Childhood Education course as requested. Motion carried with all Board members present voting aye. Absent: Shabb.

Consent Agenda. It was moved by Lunn and seconded by Carpenter to approve the consent agenda as follows: Teacher Appointments for Linda Jenkins (salary $32,675) and Cathy Williams (salary $34,299), effective January 3, 2019; and resignation of Danika Demers, effective October 9, 2018. Motion carried with all Board members present voting aye. Absent: Shabb.

General Fund Financial Statement. Gerhardt reported for the period of July 1, 2018 through November 30, 2018, total general fund revenues were $41,273,372 and total general fund expenditures were $31,774,307 resulting in an excess of revenues over expenses of $9,499,065.

It was moved by Carpenter and seconded by Douthit to approve the General Fund Financial Statement for the period of July 1, 2018 through November 30, 2018 as presented. Motion carried with all Board members present voting aye. Absent: Shabb.

This being Gerhardt’s last Grand Forks School Board meeting, he was thanked for his service with a round of applause.

Announcements. It was announced that several signatures were needed from Board members.

Board Requests for Future Consideration. None.

School Board Norms - How Did We Do? Palmiscno said that Board members did very well in following the school board norms.

Book Study - Chapter 4. This item was postponed.

Adjournment. There being no further business, the meeting adjourned at 8:05 p.m.

APPROVED

____________________________________
(Date)

Bill Palmiscno, President

____________________________________

Edwin J. Gerhardt, Business Manager
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

Mission Statement:

Grand Forks Public Schools will provide an environment of educational excellence that engages all learners to develop their maximum potential for community and global success.
MEMORANDUM

DATE: January 7, 2019
TO: Dr. Terry Brenner, Superintendent
FROM: Dr. Joel Schleicher, Executive Director of Technology
RE: Technology Update

An update will be provided to the school board regarding student learning with technology relative to the Grand Forks Public Schools 2013-2016 Technology Plan. In addition, the initial work of the elementary, middle school, and high school technology committees will be outlined in context of future updates to the Grand Forks Public Schools 2019-2022 Technology Plan.
MEMORANDUM

TO:        Grand Forks School Board
FROM:      Dr. Terry Brenner
SUBJECT:   Teacher Benefits & Leave Package Study Committee Report
DATE:      January 7, 2019

The Teacher Benefits & Leave Package Study Committee has met on two occasions as it relates to the study’s primary focus. Committee members Amber Flynn, Shannon Mikula, and Doug Carpenter will provide an overview of the committee’s efforts thus far. Teachers represented on the committee are Tom Young, Leah Smith, and Karen Lauer.

Attachments:
December 6 & 11, 2018 meeting minutes
GRAND FORKS SCHOOL BOARD
TEACHER CONTRACT BARGAINING
BENEFITS & LEAVE PACKAGE STUDY COMMITTEE
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
MEETING MINUTES
December 6, 2018

A meeting of the Grand Forks School Board Teacher Contract Bargaining Benefits & Leave Package Study Committee was held on Thursday, December 6, 2018, at the Mark Sanford Education Center with Amber Flynn presiding.

Committee Members Present: Doug Carpenter, Amber Flynn, Shannon Mikula, Dr. Terry Brenner, Scott Berge, Tracy Abentroth, Tom Young, Karen Lauer, and Leah Smith.

Committee Members Absent: Ed Gerhardt.

Others Present: Meeting Secretary Cindy Johnson.

Call to Order. The meeting was called to order at 5:30 p.m.

Review Memorandum of Understanding (MOU). The MOU as recorded in the June 18, 2018, minutes of the Teacher Contract Bargaining Committee was reviewed. Flynn and Young told the history of discussions during the last teacher negotiations cycle that led to the MOU.

Flynn proposed that at this first meeting of the committee, the committee work to identify the intended outcome, which might help narrow down the list of items to include in the study. She also proposed having a vice-chair from the teacher committee members who could take turns leading future discussion.

Abentroth explained the importance of defining the scope of the study so that the consultant could be informed of exactly what the committee wanted to be studied and so that the consultant could inform the committee whether they could do what they were being asked to do.

Mikula proposed that before the committee made a decision, it was important to know how the available leaves are currently being used and what the motivations of the district were with regard to a benefit package.

Young explained that the teachers’ hope at the end of the study is to have leaves that are enhanced and an advancement of the current leaves.

Committee members discussed whether the study should be limited to comparing to what other school districts offer. Mikula said that comparing only with school districts puts a constraint on the consultants in putting together a creative package that is not just status quo. Young disagreed and said that a point of reference was needed and that it would be unwise not to look at other districts. Abentroth said the needs of the school district and how best to serve everyone should be considered.

Comparative data could be obtained through North Dakota United.

Committee members discussed how the study would affect the next negotiations cycle. Flynn and Mikula said the study should be used to inform negotiations. Carpenter said it would be difficult to negotiate something that is still being worked on. Young did not want the result of this committee to slow negotiations at the bargaining table.

Discussion was held on the District’s health insurance. The Teacher Negotiated Agreement establishes a Health Insurance Committee and gives that committee the authority to determine plan design. The Agreement determines the premium cost share.

Mikula asked why leaves are in the Teacher Negotiated Agreement versus in policy. Young explained that teachers preferred leaves to be negotiated into the Agreement and the Board preferred that leaves be left out of the Agreement. He said that it was a matter of control and that what is in the Agreement cannot be moved without negotiating.
Select Consultant for Study. The committee determined that they are not ready to select a consultant for the study.

Next Steps. The next meeting was scheduled for Tuesday, December 11, at 5:30 p.m. The agenda will include a review of the list of leaves to develop the scope of the study, to set deadlines for the study’s outcomes, and to set a broader meeting schedule.

Another meeting was scheduled for Monday, December 17, at 5:30 p.m.

Adjournment. The meeting was adjourned at 6:54 p.m.

APPROVED ________________________________

(Date)

____________________________________________
Amber Flynn, Committee Chair
A meeting of the Grand Forks School Board Teacher Contract Bargaining Benefits & Leave Package Study Committee was held on Tuesday, December 11, 2018, at the Mark Sanford Education Center with Amber Flynn presiding.

**Committee Members Present:** Doug Carpenter, Amber Flynn, Shannon Mikula, Dr. Terry Brenner, Ed Gerhardt, Scott Berge, Tracy Abentroth, Karen Lauer, and Leah Smith.

**Committee Members Absent:** Tom Young.

**Others Present:** Meeting Secretary Cindy Johnson.

**Call to Order.** The meeting was called to order at 5:33 p.m.

**Approval of Minutes.** It was moved by Carpenter and seconded by Mikula to approve the minutes of December 11, 2018, as written. Motion carried unanimously.

**Review List of Leaves to Develop Scope of Study.** Flynn reported that at the December 10, 2018, Grand Forks School Board meeting, during discussion of the Memorandums of Understanding for the Grand Forks Directors’ Association and Grand Forks Principals’ Association, it was mentioned that it might be cost effective not to have a separate consultant for each of the pending MOU studies if a consultant was found who had the expertise to fulfill all three studies. Brenner explained that it would depend upon cost because if the cost exceeds $25,000 a call for bids is required, which would take more time and expense. He said the advantage of keeping them separate is that a call for bids is not required even if the combined total is $25,000 or more. It was determined that representatives from each of the three employee groups would be invited to hear the consultant presentations after which it would be decided whether to employ one or multiple consultants.

Copy of the Teacher Negotiated Agreement was provided in order to review the list of leaves to develop the scope of the study. Mikula suggested Article V - Leaves of Absence and Article VII - Benefits, Section 3: Income Protection and Sick Leave be the scope of the study. Abentroth pointed out that during negotiations, discussion was held on splitting out Income Protection and Sick Leave and putting Sick Leave back into Article V; however, it was determined not to make that change until after the study was completed.

Mikula suggested the consultant could be asked to conduct an impact analysis on the health insurance benefit in order to show its value.

Abentroth asked whether the committee wanted the consultant to study other creative solutions for leave benefits. Mikula clarified that the desire is for the consultant to provide options based on current usage information and work force demographic trends. She suggested another way to structure benefits is using the same allocation of time but allowing for flexibility so that it can be used for different purposes.

When discussing whom the District should compare against, Abentroth pointed out that other school districts are the biggest competition for teachers, but the comparables for directors reach further. She said that it is hard to compare teachers with other industries because positions in other industries are 12-month positions.

Berge shared his experience during Altru’s benefits study. Altru looked at its overall benefit package and gaps in their current plan that might leave employees in disastrous situations and how to protect their employees as much as possible.

Lauer pointed out that there is a demographic of older employees in the District.
who are being faced with taking care of their elderly parents. This demographic is in need of more family illness leave. She also said that this demographic wants some kind of short-term disability package that protects the 65-days sick leave benefit. Berge said that at Altru, the sick leave benefits are combined with vacation as one PTO bucket, with short-term disability as a separate benefit.

Flynn asked about the ability for an employee to donate a portion of their leave to another employee. Berge said it was harder to do with a PTO option because there is a tax component involved.

Lauer and Smith agreed that protecting and taking care of the employee is needed and that if the benefit package came across with protection, the teachers would buy into it.

Brenner pointed out that another benefit is the early retirement policy. Mikula said that she did not understand why all benefits were not in policy versus in the negotiated agreements. Smith said that teachers in other school districts have been treated badly because policy has changed as board members have changed and that it was hard to instill trust when that happens.

**Set Future Meeting Schedule.** The next meeting is scheduled for Monday, December 17, 2018, beginning at 5:30 p.m. In the interim, Abentroth will make some informal calls to potential consultants to gauge their interest. If information is not available by then, the meeting may be cancelled.

Another meeting was tentatively scheduled for Thursday, January 3, 2019, beginning at 5:30 p.m.

A committee report will be made at the January 7, 2019, Grand Forks School Board meeting.

**Adjournment.** The meeting was adjourned at 6:47 p.m.

**APPROVED**

(Date)

_____________________________________________________
Amber Flynn, Committee Chair
MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: Consent Agenda
DATE: January 7, 2019

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

- Appointments (excludes administrative appointments)
- Leave Requests (excludes requests for extension)
- Open Enrollment Applications
- Resignations
- Student Placements
- Student Travel Requests

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:

- Appointments (excludes administrative appointments)
- Leave Requests (excludes requests for extension)
- Resignations

Administrative recommendation is for approval.

cj
Attachments
MEMORANDUM

TO: Dr. Terry Brenner, Superintendent

FROM: Tracy Abentroth, Director of Human Resources

RE: Teacher Appointments

DATE: January 7, 2019

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 January 3, 2019.

Attachment

mjs
Name: Jessica Christofferson  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $22,353 (102 days)  
Position: New Position  
Major: Social Work  
Assignment: Social Worker  
Location: Schroeder Middle School and Central High School

Name: Stacy Ellingson  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $22,791 (104 days)  
Position: New Position  
Major: Elementary Education  
Assignment: Grade 5 Teacher  
Location: Lewis & Clark Elementary

Name: Jennifer Jeffrey  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $11,395 (104 days)  
Position: New Position  
Major: Early Childhood Education  
Assignment: Special Education Teacher (50%)  
Location: Ben Franklin Elementary

Name: Amanda Kraft  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $22,791 (104 days)  
Position: Replacement  
Major: Family and Consumer Science  
Assignment: Family and Consumer Science Teacher  
Location: Red River High School

Name: Haley Olson  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $22,791 (104 days)  
Position: Replacement  
Major: Music  
Assignment: Music Teacher  
Location: Winship Elementary

Name: Megan Zimmerman  
Degree: BA/BS  
Yrs of Exp: 0  
Salary: $22,791 (104 days)  
Position: Replacement  
Major: Elementary Education  
Assignment: Kindergarten Teacher  
Location: Twining Elementary
MEMORANDUM

TO: Dr. Terry Brenner, Superintendent

FROM: Tracy Abentroth, Director of Human Resources

RE: Teacher Leave of Absence Request

DATE: January 7, 2019

Pursuant to the Teacher Negotiated Agreement Article V, Section 1:

The number of teachers on a long-term leave of absence at any given time shall not be in excess of 2% of the teaching staff employed by the school district.

Below is a list of teachers scheduled to be on a board approved leave of absence for the 2019-2020 school year:

None

The following teacher has requested a one year child care leave effective the 2019-2020 school year

Abby Black  Grade 3 Teacher  Wilder Elementary

Administrative recommendation is to approve the leave request as shown above.

Attachment

mjs
Abby Black  
602 High Plains  
Grand Forks, ND 58201

December 6th, 2018

Dr. Terry Brenner  
Superintendent  
2400 47th Ave. South  
Grand Forks, ND 58201

Dear Dr. Brenner,

I wish to request a childcare leave of absence. The absence would be for the 2019-2020 school year.

My reason for requested absence is to provide care for my son Tucker (3 years), my daughter Lucy (18 months) and my third baby due March 1, 2019. With the addition of a third baby, some additional time at home is essential for my children and my family.

Grand Forks Public Schools has been an exceptional place to learn and grow during my professional career and I would love the opportunity to return for the 2020 school year.

Thank you in advance for your time and consideration of this request.

Sincerely,

Abby Black
MEMORANDUM

TO:  Dr. Terry Brenner, Superintendent
FROM: Tracy Abentroth, Director of Human Resources
RE: Resignations
DATE: January 7, 2019

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 letters of resignation from the following:

Janeene Monley  English Teacher  Schroeder Middle School

Administrative recommendation is to approve the resignation effective May 31, 2019.

Attachment
mjs
November 30, 2018

Grand Forks Public Schools
2400 47th Avenue South
Grand Forks, ND 58201

To whom it may concern,

Please accept my resignation as a teacher in the Grand Forks Public Schools effective at the end of the 2018-2019 school term.

My employment with the Grand Forks Public Schools has been an opportunity to both learn and to contribute for the past 42 years. Grand Forks Public Schools are indeed a great place to learn and grow.

Sincerely,

Janeene Monley
Schroeder Middle School
MEMORANDUM

TO: Grand Forks School Board
FROM: Dr. Terry Brenner, Superintendent of Schools
SUBJECT: First Reading of Policies 8320 and 8330 and Rescind of Policy 8405
DATE: January 7, 2019

The 8000 Series Policy Review Committee met on December 20, 2018. Committee members are Amber Flynn, Eric Lunn, Branden Shepperd, Dr. Terry Brenner, Ed Gerhardt, Scott Berge, and Tracy Jentz. A copy of the draft meeting minutes and meeting materials are attached.

Committee members will report their discussion regarding policy template at the school board meeting.

Additionally, the Committee and Administration unanimously recommends the following:

Policy 8320 - School Board Member Development
➢ To add language that the board shall have the discretion to approve additional frequency for board members to attend national meetings, conference, or conventions, and that those board members who attend a conference shall be expected to share their any information they acquired at the event with the full board.

Policy 8330 - Compensation for School Board Members
➢ To increase compensation for board members $5,000 for each board member and $6,000 for the board president effective the 2018-2019 fiscal year.

Please note that Policies 8320 and 8330 have been reformatted to a new policy template.

Policy 8405 - Signing of Checks - Form and Signature for Warrants
➢ To rescind this policy as the content is considered administrative procedure, does not reflect current procedure, and future procedure may periodically change as new technology becomes available.

Administrative recommendation is to approve the first reading of Policies 8320 and 8330 and to rescind Policy 8405 as recommended by the 8000 Series Policy Review Committee and Administration.

cj
Attachments
The 8000 Series Policy Review Committee met on Thursday, December 20, 2018, at the Mark Sanford Education Center with Eric Lunn presiding.

**Committee Members Present:** Amber Flynn, Eric Lunn, Dr. Terry Brenner, Ed Gerhardt, and Tracy Jentz.

**Committee Members Absent:** Branden Shepperd.

**Others Present:** Meeting Secretary Cindy Johnson.

**Call to Order.** The meeting was called to order at 5:15 p.m.

**Approval of Minutes.** It was moved by Flynn and seconded by Lunn to approve the August 27, 2018 minutes as written. Motion carried unanimously.

**Review of Policy Templates.** Committee members reviewed the development of a new policy template. Lunn said that he would advocate changing the policies to a new template a little at a time rather than changing them all at once. Flynn said that it was nice to see the new layout and that she trusted administration to take the content of the current policies and fit it into a new template. Lunn cautioned that as policies are changed to a new template, it could potentially change the policy and therefore the School Board still has an obligation to look at them to determine whether the change did or did not fundamentally change the policy. Jentz pointed out that the policies are posted on the District’s website and therefore the new template must be ADA compliant for website accessibility.

**Review of Policy 8320, 8330, and 8405.**

- **Policy 8320 - Opportunities for Development for School Board Members.** This policy is brought forward following a request from Flynn that the cap on the number of times a board member may attend conferences that are paid for by the district be reviewed. She suggested keeping the policy as is but adding a statement that the board shall have the discretion to approve additional frequency. She also suggested that a statement be added that those board members who attend a conference shall be expected to share their any information they acquired at the event with the full board. Lunn concurred with Flynn’s suggestions.

  - **Policy 8330 - Compensation for School Board Members.** Committee members reviewed a school board time worked matrix that has been compiled for board members since July. The matrix includes only time spent in official meetings and development opportunities. Additional time a board member may put in to prepare for meetings, gather information, or respond to requests is not included.

  - Committee members discussed having adequate compensation that would attract potential candidates. They also worried that changing board member compensation a lot might be viewed negatively because teacher compensation was not changed a lot. Flynn said that Board Member Spivey had previously suggested $5,000 for each board member and $6,000 for the board president, which she thought was reasonable.

  - **Policy 8405 - Signing of Checks.** This policy is recommended to be rescinded by administration. The content is considered administrative procedure, does not reflect current procedure, and future procedure may periodically change as new technology becomes available. Committee members did not voice any objections that the policy be rescinded.

  - It was moved by Flynn and seconded by Lunn to recommend to the full board the following:
    - That the current school board policies be changed to a new, ADA compliant template by administration and
subsequently forwarded to the appropriate school board committee for review and to the full school board for consideration,

- To add language to Policy 8320 that the board shall have the discretion to approve additional frequency for board members to attend national meetings, conference, or conventions, and that board members who attend a conference shall be expected to share their any information they acquired at the event with the full board,

- To amend Policy 8330 to increase compensation for board members $5,000 for each board member and $6,000 for the board president effective the 2018-2019 fiscal year, and

- To rescind Policy 8405.

Motion carried unanimously.

**Adjournment.** There being no further business, the meeting adjourned at 5:55 p.m.

**APPROVED**

(Date)

Eric Lunn, Chair
NOTICE OF COMMITTEE MEETING

The Grand Forks Public Schools School Board
8000 Series Policy Review Committee
will meet on Thursday, December 20, 2018, at 5:15 p.m.
at the Mark Sanford Education Center
2400 47th Avenue South, Grand Forks

Agenda Topic(s):

1. Call to Order
2. Approval of Minutes (August 27, 2018)
3. Review of Policy Template
4. Review of Policy 8320, 8330, and 8405
5. Adjourn
GRAND FORK SCHOOL BOARD
8000 SERIES POLICY REVIEW COMMITTEE
GRAND FORKS PUBLIC SCHOOL DISTRICT #1
MEETING MINUTES
August 27, 2018

The 8000 Series Policy Review Committee met on Monday, August 27, 2018, at the Mark Sanford Education Center with Eric Lunn presiding.

Committee Members Present: Amber Flynn, Eric Lunn, Dr. Terry Brenner, Ed Gerhardt, and Tracy Jentz.

Committee Members Absent: GFAFB School Board Liaison.

Others Present: Cindy Johnson, Executive Secretary.

Call to Order. The meeting was called to order at 5:17 p.m.

Approval of Minutes. It was moved by Flynn and seconded by Lunn to approve the August 6, 2018 minutes as written. Motion carried unanimously.

Review of Policy Templates. Comments from the August 20 Grand Forks School Board meeting regarding policy format were provided for information. Examples of policy templates from various school districts and the North Dakota School Boards Association were shared. Dr. Brenner pointed out that sometimes a policy statement is found, sometimes not. Dr. Brenner stated District Administration was concentrating on priority policies. Re-formatting the policies would be done if that were the School Board’s desire; however, it would take longer.

Flynn suggested that re-formatting might be a long-term project for Administration. She stated that the Committee’s work was for policy content, not formatting.

Discussion was held on whether to include procedures in policy. Lunn added that several years ago the School Board revised a large amount of policies by removing procedures from them. He suggested that putting procedures back into policy was micromanaging.

Review of Proposed Policy 8111 - Student Member of the School Board. Discussion was held on the conversation and suggestions made regarding this policy at the August 20 Grand Forks School Board meeting.

Changes made to the proposed policy following the first reading include:
- Increasing the number of student members to "up to three."
- Removing the language, "regularly enrolled."
- Writing out the agency, "North Dakota High School Activities Association."
- Removing the language, "at all meetings."
- Replacing the language, "pertaining to" with "including but not limited to."
- Replacing the language, "control/correct" with "redirect."
- Other than in the title of the policy, using the word "Board" for all references to the school board.

No other changes were made.

With regard to training students about Board rules and regulations, Dr. Brenner reported that he would conduct an orientation with the students.

With regard to discussion about incentives for serving on the Board such as credit for volunteer hours, Lunn stated that it would be up to the school to determine whether it was eligible for the school’s program.

With regard to requiring an Oath of Office, Dr. Brenner stated that doing so made service to the Board more official.

Dr. Brenner reported the policy would be shared with principals at an upcoming administrator meeting.

The revised draft policy will be forwarded to the School Board for consideration of a second reading and adoption at the September meeting.

Adjournment. There being no further business, the meeting adjourned at 6:09 p.m.

APPROVED ____________________________

(Date)

______________________________

Eric Lunn, Chair
I. PURPOSE
Outlines why the organization is issuing the policy and what its desired effect or outcome of the policy should be.

II. POLICY STATEMENT
Indicates the specific regulations, requirements, or modifications to organizational behavior that the policy is creating. Policy statements are extremely diverse depending on the organization and intent, and may take almost any form.

III. DEFINITIONS
Provides definitions that are clear in meaning or intention and that are unable to be misunderstood for terms and concepts found in the policy document.

IV. APPLICABILITY AND SCOPE
Describes who the policy affects and which actions are impacted by the policy. The applicability and scope may expressly exclude certain people, organizations, or actions from the policy requirements. Applicability and scope is used to focus the policy on only the desired targets, and avoid unintended consequences where possible.

V. RESPONSIBILITIES
Indicates which parties and organizations are responsible for carrying out individual policy statements. Many policies may require the establishment of some ongoing function or action. For example, a purchasing policy might specify that a purchasing office be created to process purchase requests, and that this office would be responsible for ongoing actions. Responsibilities often include identification of any relevant oversight or governance structures.

Some policies may contain additional sections, including:

Background, indicating any reasons, history, ethical background statements, or intent that led to the creation of the policy, which may be listed as motivating factors. This information is often quite valuable when policies must be evaluated or used in ambiguous situations, just as the intent of a law can be useful to a court when deciding a case that involves that law.

Policy versus Procedure:

A policy is a guiding principle used to set direction in an organization. A procedure is a series of steps to be followed as a consistent and repetitive approach to accomplish an end result.
Policy 8320

Opportunities for Development - Attendance at Meetings, Conferences, Conventions
Attendance at meetings directly or indirectly related to education or school District matters shall be encouraged for the value they have to the District and the professional growth of Board members. The Superintendent shall notify all Board members of such meetings.

Board members may attend during their current four-year term, two national meetings, conferences or conventions.

All Board members are encouraged to attend the state school board conference held annually.

All expenses of attending such meetings including transportation, meals, lodging, and registration fees will be reimbursed as outlined in Policy 8330.

Adopted 6-4-68
Amended 11-11-97, 2-24-98, 2-13-01, 2-11-02, 2-10-03, xx-xx-xx
Legal Reference: NDCC 44-08-03; NDCC 44-08-04; NDCC 44-08-04.1

Board Member Flynn requested the cap on the number of times a board member may attend conferences that are paid for by the district be reviewed. 7/16/2018 Board Requests for Future Consideration
Compensation for School Board Members

Compensation for each member shall be $3,500 annually, except that compensation for the elected President of the school Board shall be $4,000 annually. If a school Board member resigns before year end, then pay shall be prorated accordingly.

Board members may be reimbursed for all necessary meals, lodging, and travel expenses actually incurred by them while engaged in official business of the Board. (The rate shall be the same as that established for all state officials and employees.) When possible, Board members shall attempt to travel together.

Individual Board members may elect not to be paid. Board members electing not to be paid are urged to notify the Business Manager prior to the close of the fiscal year (or they may return the payment to the District).

Adopted 6-4-68
Amended 1/96, 2-13-01, 2-11-02, 2-9-04, 7-11-11, Affirmed 7-16-12, 7-15-13, 7-14-14, 7-11-16, 7-10-17.

Legal Reference: NDCC 15.1-09-06; NDCC 44-08
Policy 8405

Signing of Checks - Form and Signature for Warrants
All payroll warrants will be numbered, made out to the rightful payee, and signed by the president of the board and school board business manager. The gross amount of each check and all deductions will be printed on a payroll check stub, which will be filed with the payee.

All other payment vouchers will be issued in duplicate, made out to the rightful payee, and signed by the president and school board business manager. The duplicate copy of all payment vouchers will be filed numerically along with the necessary support documents.

Adopted 6-4-68
Amended 11-23-93, 2-13-01
Legal Reference: NDCC 15.1-07-21, NDCC 15.1-09-28

This policy is recommended for deletion as it is procedural. It does not reflect current procedures and administration may change/update procedures in the future as technology changes or other procedures become available.
Grand Forks Public School District No. 1
School Board Policies
8000 Series - Business

Policy 8320

School Board Member Development

I. PURPOSE
To assist board members in their efforts to improve their skills as members of a policymaking body; to expand their knowledge about trends, issues, and new ideas affecting the continued welfare of the school district; and to enhance the quality and effectiveness of public school governance in the Grand Forks community.

II. POLICY STATEMENT
Funds shall be budgeted annually to support board member development. In order to control both the investment of time and funds necessary to implement this policy, the School Board establishes the following:

A. Board members may attend during their current four-year term, two national meetings, conferences, or conventions.
B. Attendance at more than two national meetings, conferences, or conventions by a Board member during their current four-year term may be permissible upon School Board approval.
C. All school Board members are encouraged to attend the North Dakota School Boards Association Annual Conference state school board conference held annually.
D. Board members who attend a national meeting, conference, convention, or other development opportunity shall be required to share information, recommendations, and materials acquired at the event with the full board.

All expenses of attending such meetings including transportation, meals, lodging, and registration fees will be reimbursed as outlined in Policy 8330.

III. DEFINITIONS

IV. APPLICABILITY AND SCOPE
Attendance at meetings directly or indirectly related to education or school District matters shall be encouraged for the value they have to the District and the professional growth of board members.

V. RESPONSIBILITIES
The Superintendent shall notify all board members of such meetings of applicable opportunities for board member development.

End of Policy #8320

Legal Reference: NDCC 44-08-03, NDCC 44-08-04, NDCC 44-08-04-1
Grand Forks Public School District No. 1
School Board Policies
8000 Series - Business

Policy 8330

Compensation for School Board Members

I. PURPOSE

To provide compensation to school board members for services performed as a public servant on behalf of the District.

II. POLICY STATEMENT

Compensation for each board member shall be $3,500 $5,000 annually per fiscal year, except that compensation for the elected president of the board shall be $4,000 $6,000 annually per fiscal year. If a board member resigns before year-end, then pay shall be prorated accordingly.

Board members may be reimbursed for all necessary meals, lodging, and travel expenses actually incurred by him or her their selves while engaged in official business of the board. (The rate shall be the same as that established for all state officials and employees.) paid in accordance with state law. When possible, board members shall attempt to travel together.

Individual board members may elect not to be paid. Board members electing not to be paid are urged to shall notify the business manager in writing as soon as possible prior to the close of the fiscal year, (or they may return the payment to the district).

III. DEFINITIONS

IV. APPLICABILITY AND SCOPE

V. RESPONSIBILITIES

The Business Manager shall keep such records necessary to determine the compensation due each board member.

End of Policy #8330

Legal Reference: North Dakota Century Code 15.1-09-06 and 44-08
MEMORANDUM

TO: Grand Forks School Board
FROM: Scott J. Berge, Business Manager
SUBJECT: Herald Building Lease Agreement
DATE: January 7, 2019

Attached for the Board’s consideration is the proposed lease agreement between Forum Communications Company (or assigned to Communication Central Building, LLC.) and Grand Forks Public School District #1 for commercial space within the Grand Forks Herald building to be used for as an alternative education space for special needs students.

The Facilities Committee at its December 3, 2018 meeting took action to approve a two-year lease of the Grand Forks Herald building as an alternative education space and forward it to the school board with a recommendation for approval.

At the December 10, 2018 Grand Forks School Board meeting, Chris Arnold, Buildings & Grounds Director, reported that upon review of the agreement by the District’s legal counsel, administration recommended the agreement not be considered at that time in order to allow him time to work with the lessor to revise the agreement as recommended by the District’s legal counsel.

The proposed lease agreement that is attached hereto includes all corrections recommended by District administration and the District’s legal counsel, Dick Olson, recommendations.

Administrative recommendation is to approve the lease agreement for the term beginning February 1, 2019 and ending on January 31, 2021, and to authorize the business manager to sign the lease on behalf of the school district.

cj
Attachment
Agreement Commercial Space Lease

THIS LEASE AGREEMENT (herein referred to as the “Lease”) is made and entered into this the 7th day of January 2019, by and between Forum Communications Company (or assigned to Communication Central Building, LLC.) “Landlord” having principal offices at 120 North 4th Street, Grand Forks ND 58203.

and

Grand Forks Public School District #1, “Tenant” having principal offices at 2400 47th Avenue South, Grand Forks, ND 58201.

WITNESSETH, that said Landlord does by these presents lease and demise until the said Tenant the following described property hereinafter known as:

“Premises”

Described as occupying the area on 2nd floor, NE corner.

1. LEASED PREMISES. The Leased Premises consists of 2,163 gross square feet as shown on Exhibit A attached (“Leased Premises”), all in the building owned by the Landlord and located at 120 North 4th Street, Grand Forks, 58203. (“Building”).

2. LANDLORD CONSTRUCTION AND FIT UP. Landlord shall be responsible for “fit up” of the basics for the Leased Premises in accordance with the floor plan and specifications as shown on Exhibit A and Exhibit B attached hereto and incorporated herein by reference. The Landlord will contract for the basic “fit up” of the space to be occupied. Tenant will be responsible for all costs associated with its’ specific “fit up” in excess of the agreed upon allowance, or beyond the basic provisions as shown on Exhibit A and B. “Fit up” is not intended to cover the Tenant’s interior signage, furniture, task lighting or such other items that may be specifically related to the Tenant’s intended use of the Leased Premises.

Landlord and Tenant additionally and specifically acknowledge and agree that Tenant shall, at its own expense, design, coordinate the installation of the pay for all telephone, security, computer, and all other data cabling within the Leased Premises desired or required by Tenant for its business purposes.

Landlord shall work with Tenant’s project management and/or designated lead staff member to complete build out of the Leased Premises, and Tenant shall designate one contact person to work with Landlord in that regard. Landlord shall be available upon reasonable notice to participate in planning and construction meetings on a predetermined schedule with contact person. Landlord agrees to allow Tenant use of existing furniture, with final selection to be agreed upon by Landlord.

3. LEASE SCHEDULE. The Lease schedule is as follows:
   a. Shall Commence: February 1st, 2019;
b. Landlord “fit up” of Leased Premises substantially completed by January 10th, 2019, and ready for Tenant wiring and furniture to commence; and


4. **USE.** Tenant shall occupy and use the Leased Premises solely for the purposes of general offices, educational, collaboration, including, but not limited to access of the common areas of the building and any other lawfully permitted use consistent with the use and character of a first-class building.

5. **TERM.** The term of this Lease shall be for (2) year(s) beginning on February 1st, 2019 and ending on January 31st, 2021.

6. **BASE RENT.** Tenant shall pay to the Landlord, at its office or such other place designated by the Landlord, without deduction or setoff whatever, an annual rent per year of $14.00 per square foot based upon 2,163 gross square feet. The rent shall be fixed for the period shown below, and adjusted in the future years as follows:

   Period 2 – Years 3 & 4 $15.00/sq. ft. (Option)
   Period 3 – Years 5 & 6 $16.00/sq. ft. (Option)
   Period 4 – Years 7 & 8 $17.00/sq. ft. (Option)
   Period 5 – Years 9 & 10 $18.00/sq. ft. (Option)

   *Note: Options provided to extend above (years 3 – 10).*

7. **TOTAL CHARGES.** In addition to the Base Rent, Tenant shall pay to Landlord an annual CAM charge of $4.00 per square foot plus tenant share of common metered utilities $1.75 per square foot annually, both of which may be adjusted up or down based upon actual annual costs. Landlord shall pay for all costs incurred in the CAM, for the maintenance, repair, upgrade, and replacement of the Building, Common Areas, and the Land, CAM charges including but not limited to, costs incurred for the parking lot, heating, ventilation, air conditioning, lighting, snow removal, lawn care, insurance, property taxes, other shared utilities described in paragraph 9, and special assessments.

8. **PAYMENT.** Payment is due monthly on the 3rd business day of each month. The rent shall be considered delinquent on the 5th business day of the month and Landlord shall receive a late payment charge of $100, on the delinquent payment for rent if not paid in
full by the 5th business day of the month. Rent, plus the late payment charge, not paid by the 10th of the month will accrue interest at the rate of 12% per annum.

Checks should be made payable to Landlord and sent to address provided.

9. UTILITIES AND JANITORIAL. Landlord shall provide the Premises and Building, and its Common Areas Maintenance, including but not limited to all lawn care, parking lot maintenance, snow removal, landscaping around the Building, and water. Tenant electrical and gas usage is not metered separately within this building. Tenant’s pro rata share of the non-metered utilities is covered in the $1.75 per sq. ft. charge indicated in paragraph 7 herein. Such $1.75 per sq. ft. charge indicated herein shall cover all of Tenant’s responsibilities for its pro rata share of all utilities consumed on the premises, including, but not limited to, charges for heat, light, water, sewer, garbage, gas, electricity, telephone, cabling, and other utility charges to the Leased Premises. Common Area electrical and gas usage shall be paid for out of the $4.00 per sq. ft. annual CAM charge set forth in paragraph 7 herein.

10. INSURANCE. Landlord, at its expense, shall carry fire and extended coverage insurance upon the Building for its full replacement cost, containing a Waiver of Subrogation. Tenant, at its expense, shall keep in force public liability insurance for bodily injury and property damage with limits of at least $2,000,000 per occurrence and $2,000,000 aggregate, with the Landlord named as an additional insured. Tenant shall also maintain fire legal liability insurance with coverage in such reasonable amounts as may be determined by Landlord, if requested by Landlord. All policies shall require the insurance company to notify Landlord in writing at least twenty (20) days prior to any cancellation of the insurance and that no act or omission of others shall void coverage as to Landlord.

11. WAIVER OF SUBROGATION. The parties release each other from all claims for recovery for any loss or damage to any of its property which is insured under an insurance policy to the extent of any recovery collectible under the insurance. This release and waiver shall apply only when permitted by the applicable insurance policy.

12. DAMAGES OR DESTRUCTION. If the Leased Premises shall be partially or totally damaged by fire or other casualty, so as to become partially or totally untenable, the Leased Premises shall be rebuilt as soon as reasonably possible at the expense of Landlord, unless Landlord shall elect not to rebuild as provided below. If Tenant’s business is substantially interfered with, a proportionate part of the rent shall be bated until the Leased Premises are rebuilt. If the Building of which the Leased Premises are a part shall be destroyed or damaged by fire or other casualty to the extent of fifty percent (50%) or more of the cost of replacement, notwithstanding that the Leased Premises may be unaffected by fire or other occurrence, of it the Leased Premises or Building shall be damaged by a cause or casualty not covered by Landlords’ insurance, landlord may elect to rebuild or give notice terminating the Lease. Landlord shall give written notice to Tenant of its election within sixty (60) days after damage or destruction. If Landlord
repairs or rebuilds after damage, Landlord’s obligation shall be limited to rebuilding or restoring the Leased Premises substantially in the same condition as prior to the damage and limited to the amount of insurance available to Landlord. Tenant shall be obligated to fully repair or replace all its exterior and interior signs, trade fixtures, furniture, equipment, display cases, decorations and other personal property and improvements originally installed by Tenant at its expense and limited to the amount of insurance available to Tenant. Tenant shall give Landlord immediate notice of any damage or destruction to the Leased Premises. Receipt of Notice by Landlord shall be the starting date for the time required in these paragraphs.

13. CONDEMNATION. If any part of the Leased Premises are taken or condemned for a public or quasi-public use and a part remains which is suitable for occupancy hereunder, this Lease shall, as to the parts so taken, terminate on the date title shall vest in the condemnor and rent payable shall be adjusted so Tenant shall pay only that portion of the rent as the value of the part remaining bears to the value of the entire Leased Premises at the date of condemnation. However, Landlord shall have the option to terminate this Lease as of the date when title to the part condemned vests in the condemnor. If all of the Leased Premises or a part thereof by taken or condemned so that there does not remain a portion suitable for occupancy hereunder, this Lease shall terminate. The parties shall cooperate in applying for and in prosecuting any claim for condemnation award. The award, after deducting all expenses, including reasonable attorney’s fees, shall be divided, and Tenant shall be entitled to that portion of the award which would be awarded for its Leasehold interest and expenses for moving its inventory, fixtures and property.

14. HAZARDOUS MATERIALS. To the best of Landlord’s knowledge, the Building, its Common Areas and Premises contain no Hazardous Materials and/or harmful mold, and/or harmful contaminants, and is in compliance with all applicable local, state and federal material rules, regulations, laws and ordinances. In the event that Hazardous Materials and/or harmful mold, and/or harmful contaminants are identified as present in the Premises during the term of this Lease, Landlord shall be responsible for the removal of said Materials by a licensed professional. Landlord shall hold harmless and indemnify Tenant for any hazardous waste, mold, and/or contaminant costs, clean-up, fine, damage, or judgment caused by Landlord or its agents. Tenant shall be responsible for any Hazardous Materials and/or harmful mold, and/or harmful contaminants Tenant introduces into the Premises.

15. SUBLETTING AND ASSIGNMENT. The interests of the Tenant under this Lease may not be assigned, transferred, or otherwise encumbered, voluntarily or involuntarily and the Leased Premises may not be sublet, in whole or in part, without the prior written consent of Landlord, which shall not be unreasonably withheld, except the interest of Tenant under this Lease may be assigned, with at least thirty (30) days prior written notice to Landlord, to an entity which agrees to assume all obligations as Tenant hereunder, and either is a parent, subsidiary, affiliate, franchisee or licensee of Tenant, or
in connection with a merger, acquisition, reorganization or consolidation, or is connection
with the sale of all of Tenant’s assets not in the ordinary course of business.
In no event will any assignment, transfer, sublease, or any other disposition of the
Tenant’s interest under this Lease, whether permitted hereby and whether or not
occurring with the Landlords’ consent, relieve Tenant of Tenant’s obligations under this
Lease. Any assignment, transfer, sublease or other disposition of the Tenant’s interest
under this Lease, whether permitted hereby and whether or not occurring with the
Landlords’ consent, will be subject to the provisions of the Lease at the time of the
assignment, transfer, sublease or other disposition. In the event of any sublease by
Tenant. Tenant shall be entitled to retain 100% of any profits resulting from any sublease
or assignment. Landlord shall be at liberty to sell the building in which the Leased
Premises is located without notice to or the consent of the Tenant. There shall be no
changes imposed on the Tenant as a condition of obtaining the Landlords’ written
consent to any assignment, sublease, or other disposition of Tenant’s interest under the
Lease.

16. REPAIRS AND MAINTENANCE. Landlord shall be responsible, at its expense, for all
repairs, maintenance or replacement of but not limited to the following; exterior walls,
windows, window treatments, doors and roof of the Building, common areas, the HVAC,
plumbing and electrical systems servicing the Building. Tenant shall be responsible for
such systems within the Leased Premises. The Leased Premises will be cleaned by the
Landlord prior to the Tenant taking possession.

Tenant’s rent payment does not contemplate Landlord’s responsibility to provide
janitorial service, normal maintenance and repairs within the Leased Premises. Janitorial
service, normal maintenance and repairs with the Leased Premises shall be the sole
responsibility of Tenant unless such repairs are necessitated by systems on the exterior of
the Building. Repairs to the common areas necessitate by the negligent or willful conduct
of Tenant or its employees, customers, etc., are the responsibility of the Tenant.

17. INDEMNITY. Tenant shall hold Landlord harmless and free from all liability and claims
for damages by reason of any injury to any persons, including Tenant, or property,
including Tenant’s, occurring because of Tenant’s negligence or occupation of the
Leased Premises. Tenants shall indemnify and save Landlord Harmless from all liability,
loss, costs, reasonable attorney’s fees and obligations arising out of such liability and
claims. In like manner, Landlords shall hold Tenant harmless and free from all liability
and claims for damages by reason of any injury to any persons, including Landlord, or
property, including Landlord’s, occurring because of Landlord’s negligence or its
obligations to maintain the common areas under this Agreement. Landlord shall
indemnify and save Tenant harmless from all liability, loss, costs, reasonable attorney’s
fees and obligations arising out of such liability and claims.

18. LANDLORD’S ACCESS. Landlord may enter upon the Leased Premises at any
reasonable time upon reasonable notice to inspect and to make reasonable changes,
alterations or repairs which Landlord may desire to the Leased Premises or the Building
in. Landlord shall have the right to post any notice provided for by law or otherwise to
protect any and all rights of Landlord, all without liability against Landlord unless
Landlord shall unreasonably interfere with Tenant’s business, nor shall Tenant be entitled
to any abatement of rent by reason of the exercise by Landlord of any rights hereunder.

19. PARKING. Tenant acknowledges the need for Landlord to have a relatively clear parking
lot to accomplish snow removal and other maintenance required by Landlord under this
Lease. No assigned stalls are part of this Lease. Building owns its own parking lot(s), and
these will be available for use by building Tenants.

20. NOTICES. Any notice required or desired to be given by either party shall be deemed
given if personally delivered or deposited in the United States Post Office for certified
mail, return receipt requested, postage prepaid, addressed to the party address stated
below or at such other place as the party may designate in writing.

   Tenant at: Address listed above.
   Landlord at: Address listed above

21. SIGNS. Tenant may, at its own expense, install signage on the interior of the Leased
Premises after submitting details to Landlord and receiving approval. Upon request,
Landlord will provide suitable outside signage to confirm with building design.

   Notwithstanding anything contained to the contrary herein, Landlord shall, at its sole cost
and expense, remove any and all existing previous Tenant signage. Landlord shall make
any and all necessary repairs caused by said sign removal. This includes, but is not
limited to any patch, repair and paid to the Building, Facia, or Multi-Tenant sign usage.

22. RELOCATION RIGHT. Landlord and Tenant have discussed relocation, and both agree
this is a possibility. Tenants shall have the right to review and approve any possible
relocation solutions and accept at their option.

23. QUIET POSSESSION. Tenant, upon paying the rent and performing the agreements of
this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises for the
specified terms.

24. LIENS. Tenant shall not permit any mechanic’s or other lien to stand against Landlord’s
property arising out of any act or mission of Tenant. Tenant may contest the validity or
amount of any lien in Tenant gives Landlords security required by Landlord to ensure
payment or prevent any forfeiture of the property. Tenant shall have all liens released or
judgments satisfied at Tenant’s expense.

25. SUBORDINATION. Landlord may subordinate this Lease to existing or future
mortgages on the Leased Premises. Tenant shall execute and deliver any instrument
necessary to effectuate the subordination; however, each mortgagee shall agree that this
Lease will remain in full force and effect as to the Tenant upon foreclosure of any mortgage, provided Tenant shall not be in default under this Lease.

26. **OPERATION.** Tenant shall not abandon or vacate the Leased Premises and Tenant shall operate the Leased Premises during the entire term of the Lease unless prevented from doing so by fire, windstorm or another casualty.

27. **REQUIREMENTS OF PUBLIC AUTHORITY.** Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the Leased Premises, Building, improvements, business or use thereof of which it has actual notices. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant’s business.

28. **DEFAULT.** Any one or more of the following occurrences or acts shall constitute an event of default under this Lease if Tenant, at any time during the Term, shall (a) fail to pay Rent due, or (b) fail to cure, immediately after notice from Landlord, and hazardous condition which Tenant has created or suffered in violation of law or this Lease, or (c) fail to observe or perform any of the covenants in respect to assignment, subletting and encumbrances set forth in Section 15 of this Lease regardless of whether any such assignment, subletting or encumbrances is void or voidable; or (d) fail to observe or perform any other provision of this Lease for seven (7) days after Landlord shall have delivered to Tenant written notice of such failure; or (e) fail to take possession of the Premises when possession is tendered by Landlord, or (f) fail to submit plan or other information regarding the Tenant Improvements for Landlord’s approval or to commence and complete construction of the Tenant Improvements to be constructed by Tenant when and as required by the provisions of this Lease and open its business therein promptly upon such completion.

In the event of any default by Tenant as provided above, Landlord shall have the right to terminate this Lease and recover possession of the Premises by given written notice to Tenant of Landlord’s election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant: (a) the worth at the time of the award of any unpaid Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been risibly avoided; plus (c) the worth at the time of award of the amount by which the unpaid Rent of the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

In the event of any default by Tenant as provided in Section 28 above, if Landlord does not elect to terminate this Lease as provided above, Landlord shall have the right to
terminate Tenant’s right of possession of the Premises and reenter and repossess the Premises and remove all persons and property from the Premises without terminating the Lease, in which event Landlord may, but shall be under no obligation to, relet all or any part of the Premises for a month of Tenant at such rent and upon such terms as shall be satisfactory to Landlord and make such changes, additions, improvements, redecoration and repairs as Landlords deems advisable for the purpose of such reletting. In the event of such repossession without termination of the Lease, Landlord shall be entitled to: (a) all unpaid rent which had been earned at the time of such repossession, plus (b) all of Landlord’s expenses in connection with the reletting of all or any part of the Premises, including without limitation all costs of repossession, brokerage, commissions, attorney’s fees, marketing expenses, and expenses for changes, additions, improvements, redecoration and repairs; plus (c) each monthly deficiency over the balance of the Term equal to the amount by which the Minimum Rent and additional rent which would be payable for such month if such repossession had not occurred exceeds the payments (if any) received by Landlords for such month from reletting of all or any part of the Premises; plus (d) any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform its obligation under this Lease; and (e) at Landlord’s election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

Each monthly deficiency under c. shall be payable on the date on which the Rent for such month would have been payable to Landlord if possession had not been retaken and all other amounts shall be payable on demand. Tenant agrees that Landlord may file suit to recover any sums failing due under this Section from time to time and no suit or recovery of any portion due Landlord under this Section shall be any defense to any subsequent action brought for any amount theretofore reduced to judgment in favor of Landlord.

29. MITIGATION OF DAMAGES. If Landlord terminates the Lease or Tenant’s right to possession of the Premises, Landlord shall have no obligation to mitigate Landlord’s damages except to the extent required by applicable law.

30. LATE FEES. Tenant shall pay said rents in a manner and form herein before specified. Tenant shall pay to Landlord the sum of $100 as a late fee for any rental payment unpaid to the Landlord after the 5th of the month. Additionally, Tenant may be reasonable for any levied bank fees as a result of the late rent.

31. NON-WAIVER. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach, or the required time of payment of rent or performance of a party’s obligations.
32. **OPTION TO RENEW.** Provided Tenant is not in default of the Lease, Landlord will grant Tenant an option to renew this Lease for one (1) additional period as outlined above with Two (2) months’ notice at a rate of - see rent schedule provided.

33. **HOLDING OVER.** If Tenant shall continue to occupy the Leased Premises after termination of this Lease, such occupancy shall create a tenancy at will only and shall not be a renewal of this Lease. Tenants shall pay rent for the Leased Premises during any holding over period at a rate equivalent to the monthly rate of $4,000.

34. **SURRENDER.** At the termination of this Lease for any reason, Tenant shall quit and surrender the Leased Premises in as good condition as when received, reasonable wear and tear or cause beyond Tenant’s control excepted. Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

35. **OBLIGATION OF PARTIES.** Nothing contained in this Lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association or any relationship between the parties other than the relationship of Landlord and Tenant.

36. **GOVERNING LAW.** This Lease covers property in the State of North Dakota and shall be construed according to State laws. Invalidity of any provision of this Lease shall not affect the validity of any other provisions.

37. **HEIRS AND ASSIGNS.** All of the covenants, promises, agreements, conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

38. **ADDITIONAL COSTS.** The Landlord agrees that it shall be solely responsible for any realtor/broker fees owed as a result of this Lease arrangement.

39. **ENTIRE AGREEMENT.** This Lease sets forth all the covenants, promises, agreements, conditions and understanding between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings either oral or written between them other than as are herein set forth.
**Landlord:**

Printed Name: ________________________

Signature: ____________________________

By Its: _______________________________

Date: _______________________________

---

**Tenant:**

Printed Name: ________________________

Signature: ____________________________

By Its: _______________________________

Date: _______________________________
EXHIBIT A - LEASE AREA

**Lease Area 2D:**
- Net SF = 1,730 sf
- Gross SF = 2,163 sf
- Rent rate target = $14/s.f.
- Rent = $2,524 /mn NNN

**Grand Forks Public Schools (2019)**
EXHIBIT B - IMPROVEMENTS

Landlord’s

**Improvements:**

Landlord, at Landlord’s cost, shall provide the building shell, which shall include the following:

1. Finished demising walls for lease area.
2. Storefront / hollow metal door entrance system (including door and hardware).
3. Access to shared common restrooms.
4. Existing electrical service to the unit and convenience outlets existing.
5. Mechanical heating and cooling.
6. As-is floor finishes and other existing finishes.
7. Ductwork routing and fire protection system as-is.
8. This is a multi-tenant building and Landlord will be creating demising walls and barriers to restrict access to other private Tenant, non-shared use spaces at its cost.

**Impact Fees:**

None aware of.

**Plans & Specifications:**

Tenant, at Tenant's cost, shall prepare Interior Plans and Specifications utilizing Landlord’s building shell drawings.

Landlord and Tenant shall mutually approve the Interior Plans and Specifications. See Attached. Tenant shall submit to local authorities for permitting within 10 days of lease execution.

Landlord / Developer will review and handle for this Tenant.

**Tenant’s Improvements:**

Tenant, at Tenant's cost, shall construct its interior improvements in accordance with the Interior Plans and Specifications including installation. Landlord / Developer will work with Tenant to provide existing furniture use as able and to the extent available for use.
Grand Forks School Board  
Board Requests for Future Consideration  
2018-2019

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requested By</th>
<th>Date</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follow-up discussion on Middle School special topics courses.</td>
<td>Shabb</td>
<td>7/16/2018</td>
<td>Pending.</td>
</tr>
<tr>
<td>Discussion on having a primary spokesperson for the board.</td>
<td>Mikula</td>
<td>7/16/2018</td>
<td>Refer to Policy Review Committee.</td>
</tr>
<tr>
<td>Hoffarth recommended the board upgrade its discrimination policy to include protections for students and staff for sexual orientation and gender identity and expression.</td>
<td>Hoffarth</td>
<td>8/6/2018</td>
<td>Refer to Policy Review Committee.</td>
</tr>
<tr>
<td>Consideration of developing a spreadsheet for the Board regarding core competencies similar to what is used by Jamestown</td>
<td>Mikula</td>
<td>11/13/2018</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requested By</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Refresher for board members regarding open meetings and open records law.</td>
<td>Mikula</td>
<td>7/16/2018</td>
<td>Links provided in 7/26/18 Friday Focus.</td>
</tr>
<tr>
<td>Follow-up discussion on suggestions made during discussion of the transportation contract, i.e., the length of time students are on a bus, costs, cameras, etc.</td>
<td>Hoffarth</td>
<td>7/16/2018</td>
<td>Add to 8/6/18 Board agenda as discussion topic - Bus Transportation Contract Update - Gerhardt to lead.</td>
</tr>
<tr>
<td>Consideration be given to the order of the next meeting in order to accommodate the book study work session so that people who are watching will know when to re-join the meeting.</td>
<td>Shabb</td>
<td>8/6/2018</td>
<td>Refer to Administration - The agenda item has been placed at the end of the meeting. A sign will be posted on You Tube that the board is engaged in a book study and that the meeting will adjourn immediately following the book study discussion.</td>
</tr>
<tr>
<td>Information on the per school allocation [for supplies].</td>
<td>Hoffarth</td>
<td>8/20/2018</td>
<td>Information provided in 8/24/18 Friday Focus.</td>
</tr>
<tr>
<td>Redistrict area between 32nd Avenue South, Washington Street, 40th Avenue South, and South 20th Street from Viking Elementary School to Discovery Elementary School.</td>
<td>Flynn</td>
<td>7/16/2018</td>
<td>Discussed @ 10-3-18 Facilities Committee Meeting. If considered, will be done as a district-wide consideration.</td>
</tr>
<tr>
<td>Discussion on what is the function of a board.</td>
<td>Lunn</td>
<td>7/16/2018</td>
<td>Presentation by District Legal Counsel scheduled for 10/22/18 meeting.</td>
</tr>
<tr>
<td>Presentation to the board to reiterate what the open meetings laws mean to the board.</td>
<td>Mikula</td>
<td>8/20/2018</td>
<td>Presentation by District Legal Counsel scheduled for 10/22/18 meeting.</td>
</tr>
<tr>
<td>Review Policy that puts cap on the number of times a board member may attend conferences that are paid for by the district.</td>
<td>Flynn</td>
<td>7/16/2018</td>
<td>Reviewed by 8000 Series Policy Review Committee on December 20, 2018. Recommendation considered at January 7, 2019 School Board meeting.</td>
</tr>
</tbody>
</table>
2018-2019 Agenda Planning - Grand Forks School Board

- This list does not include routine items such as approval of minutes, consent agenda, general fund financial statement, announcements, and Board requests for future consideration.
- Committee reports without an actionable deadline are not listed because the reports are dependent upon the committee's work.
- This list does not include book study dates because they are not known yet.
- This list is subject to change.

**January 21, 2019**
Discussion Items:
- Legislative Update
Action Items:
- Second Reading of 8000 Series Policies (includes School Board Compensation policy)
- Pure Development Request via Facilities Committee Report

**February 11, 2019**
Celebrating Success: Career and Technical Education
Discussion Items:
- Legislative Update
- District Calendar for 2019-2020 and 2020-2021
Action Items:
- Consideration of Early Retirement Applications
- Agreement Between Districts Committee Report
  1. Consideration of Joint Powers Agreement Between Districts #140 and #1 for Educational Services

**February 25, 2019**
Discussion Items:
- Legislative Update
- Strategic Planning Process Presentation
Action Items:
- Consideration of District Calendar for 2019-2020 and 2020-2021

**March 11, 2019**
Celebrating Success: Phoenix Elementary School
Discussion Items:
- Legislative Update
- Middle School Curriculum Update
Action Items:
- Consideration of Summer School Program
- Superintendent's Evaluation Committee Report:
  1. Consideration of Superintendent's March Evaluation

**March 25, 2019**
Discussion Items:
- Legislative Update
- Teacher Benefits & Leave Study Update
- CIAPD Update:
  - Standards-based Report Cards
  - Proficiency Scales
Action Items:
   Consideration of Head Start Grant Application

April 8, 2019
Celebrating Success: Red River High School
Discussion Items:
   Legislative Update
   High School Math Adoption Update
   Technology Report
Action Items:
   Consideration of Student Handbooks

April 23, 2019
Retreat Follow-up?
Discussion Items:
   Legislative Update
   Child Nutrition Account Balance Update
Action Items:
   High School Math Adoption

May 13, 2019
Celebrating Success - Special Services Department
Discussion Items:
   Legislative Update
Action Items:

May 28, 2019
Discussion Items:
   High Reliability Schools Level 1 Certification Update

June 10, 2019
Discussion Items:
   School Board Self-Assessment Committee Report
Action Items:
   Superintendent's Evaluation Committee Report
   1. End-of-Year Recap
   2. Consideration of Superintendent's Contract for (insert time period)
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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