



State Board for Career and Technical Education Agenda

October 27, 2025

10:00 AM CT

Hughes Educational Center Board Room 2 and Microsoft Teams

Microsoft Teams - [Meeting Link](#)

- 1) Call to Order**
- 2) Outcome Progress Monitoring**
 - a) Student Outcome Goal GPM 2.1 – CRP Proficiency**
 - b) Student Outcome Goal GPM 2.3 – TA/Industry Credential**
 - c) Student Outcome Goal 3 Discussion**
 - d) Board Self Evaluation**
 - e) Ad hoc Committee Updates**
 - i) Community Engagement**
 - ii) Procedural Manual**
- 3) Consent Agenda**
 - a) Approve September 23, 2025 Minutes**
 - b) Directors Report – Agency update**
 - c) Financial Report**
- 4) Items for Discussion and Possible Action**
 - a) CTE Secondary Program Funding Policy**
 - b) Board Vision and Mission Discussion**
 - c) Local CTE Director Presentation – Virtual/Hybrid CTE (Discussion only)**
 - d) Elliott and McMahon Contract Extension**
- 5) Information Only**
- 6) Board Comments**
- 7) Adjourn**

NOTE: The exact time each agenda item will be discussed cannot be assured. Therefore, individuals interested in attending any portion of the meeting should plan their schedules accordingly.

Persons requiring auxiliary aids or services must contact CTE at 701-328-3180 at least three working days prior to the scheduled meeting date.

Responses to Board Questions – October 2025

2) c) Outcome Goal 3 Discussion

I understand that you are presenting these Outcome Goals for our consideration. Please check with a grammar expert to see if the word should be “who’s” or “whose”.

This has been corrected.

3) d) Director’s Report

I understand that you are not asking the board to approve the New, Expanding, Transferring, and Reinstated Programs, but I appreciate you including this in your report. So, the following questions are just to help board members understand the information you presented.

One new Agriculture program does not list associated funding. Why not?

The application was missing information which we have now have. It is anticipated that the budget will be \$10,234.

Several programs are considered “Reinstatements.” For what reasons would programs need to be reinstated? I’m not asking about any specific programs, just why, in general, do programs become unfunded and what process must be followed to reinstate funding?

A program would need reinstatement for multiple reasons, but the most common is not submitting all the required documentation for the previous fiscal year. The Department will unapprove the program and it does not provide funding. That program is then required to reapply for approval and funding for the following year.

4) a) Board Mission and Vision Discussion

Vision definition should say **organization’s** rather than **origination’s**

This has been corrected.

Page 59 of the packet seems to be a duplicate of an earlier page. Should this have been a different document introducing the E&M contract?

These are documents I received from E&M. There is a similar document for the Board Evaluation earlier in the packet. This one is specific to the E&M Contract.

4) c) E&M Contract extension – Your memo indicates recommendation of a six-month extension. I don’t see that or any dates in the draft contract. Would it be possible to say “up to six months” rather than lock us into six months if we believe the work is completed after two or three months? I do see there is a cancellation clause and that may be sufficient.

This may be a possibility, but I would need feedback from E&M. The recommendation I received was there was a need for an additional six-month contract extension to complete the remaining Board work.

Is the total \$12,000 for the 6 months billed out over 12?

No, the contract is for \$1,000 a month. If we agree to a 6-month extension, it will total \$6,000.

A lot of the contract seems to be somewhat stock from what the initiation of our original relationship with E&M. Just to make sure I understand correctly, this is our original contract, just extended.

Correct, this is an extension of the existing contract.

The E&M contract appeared to be monthly for 12 months. Does that give us an option to extend if we want?

The contract provided by E&M is their standard contract. The recommendation from E&M is to extend the contract for an additional 6 months to ensure all the work is completed. If we need to extend it at that time for some reason.

If the Board were to approve the extension, E&M and the Department will work out the language of the contract, in consultation with the AG's office and Office of Procurement.



Progress Monitoring
October 2025

Student Outcome Goal 2

The percentage of students who graduate Workforce Ready will increase from 88% in the 2022-2023 school year to 93% in the 2027-28 school year as measured by the North Dakota Choice Ready Report.

Student Outcome Goal GMP 2.1

Percentage of students meeting proficiency in the Career Ready Practices will increase from 24% in September 2023 to 38% in September 2028 as measured by the North Dakota Choice Ready Report.

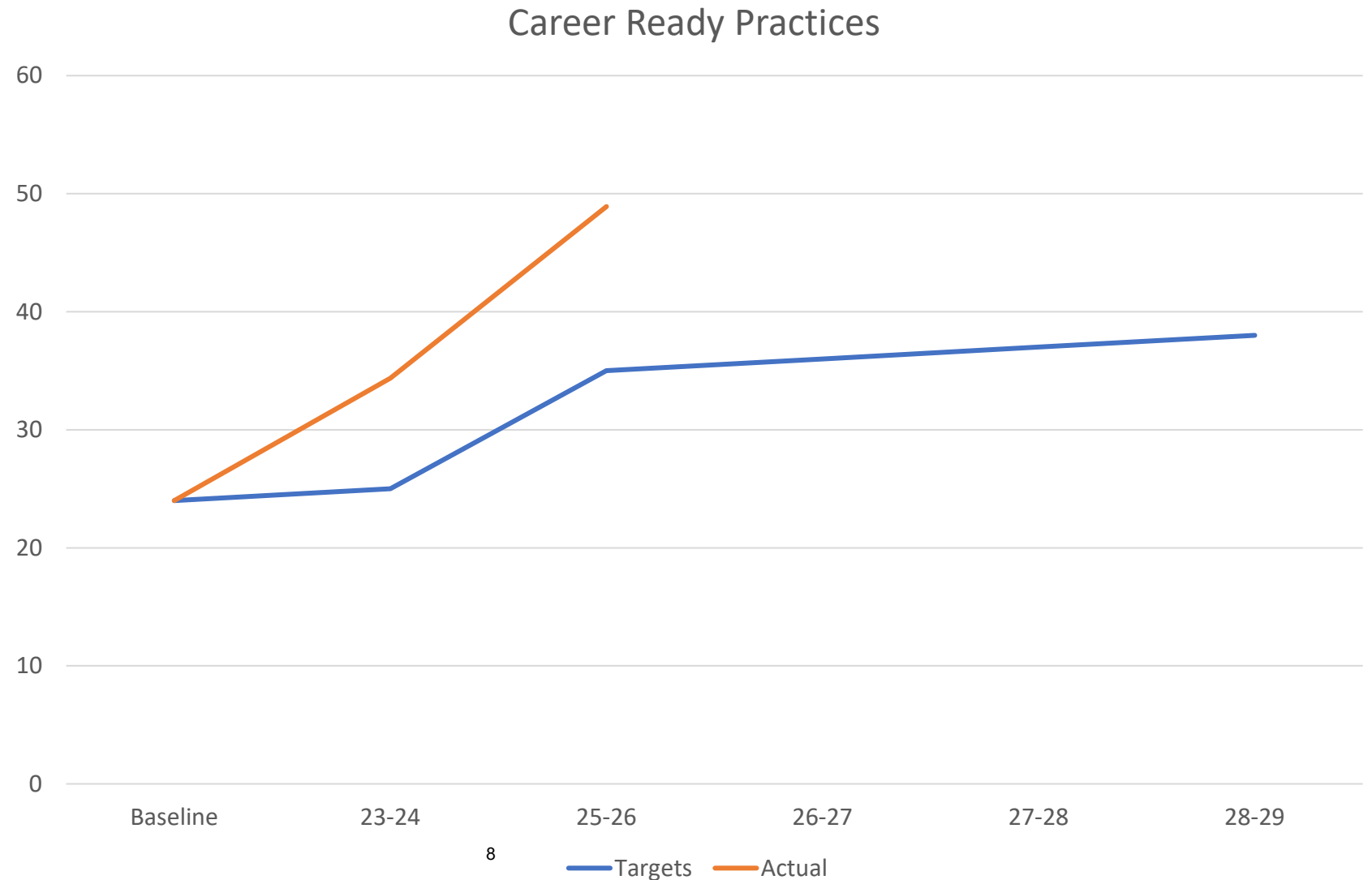
Annual Targets: 2024-25%, 2025-35%, 2026-36%, 2027-37%, 2028-38%

Director Response

2024-25 Target – 35%

2024-25 Progress – 48.91%

Director Response



Next Steps

Currently, Career Ready Practices are captured in PowerSchool. The Department continues to work with DPI and Infinite Campus, to ensure that data will continue to be captured.

Due to the rewriting in Career Ready Practices, the Department will continue to train educators on the changes and how to further implement CRP into classroom instruction and WBL.

Student Outcome Goal GMP 2.3

Percentage of students achieving a technical assessment/industry credential will increase from 26% in September 2023 to 38% in September 2028 as measured by the North Dakota Choice Ready Report.

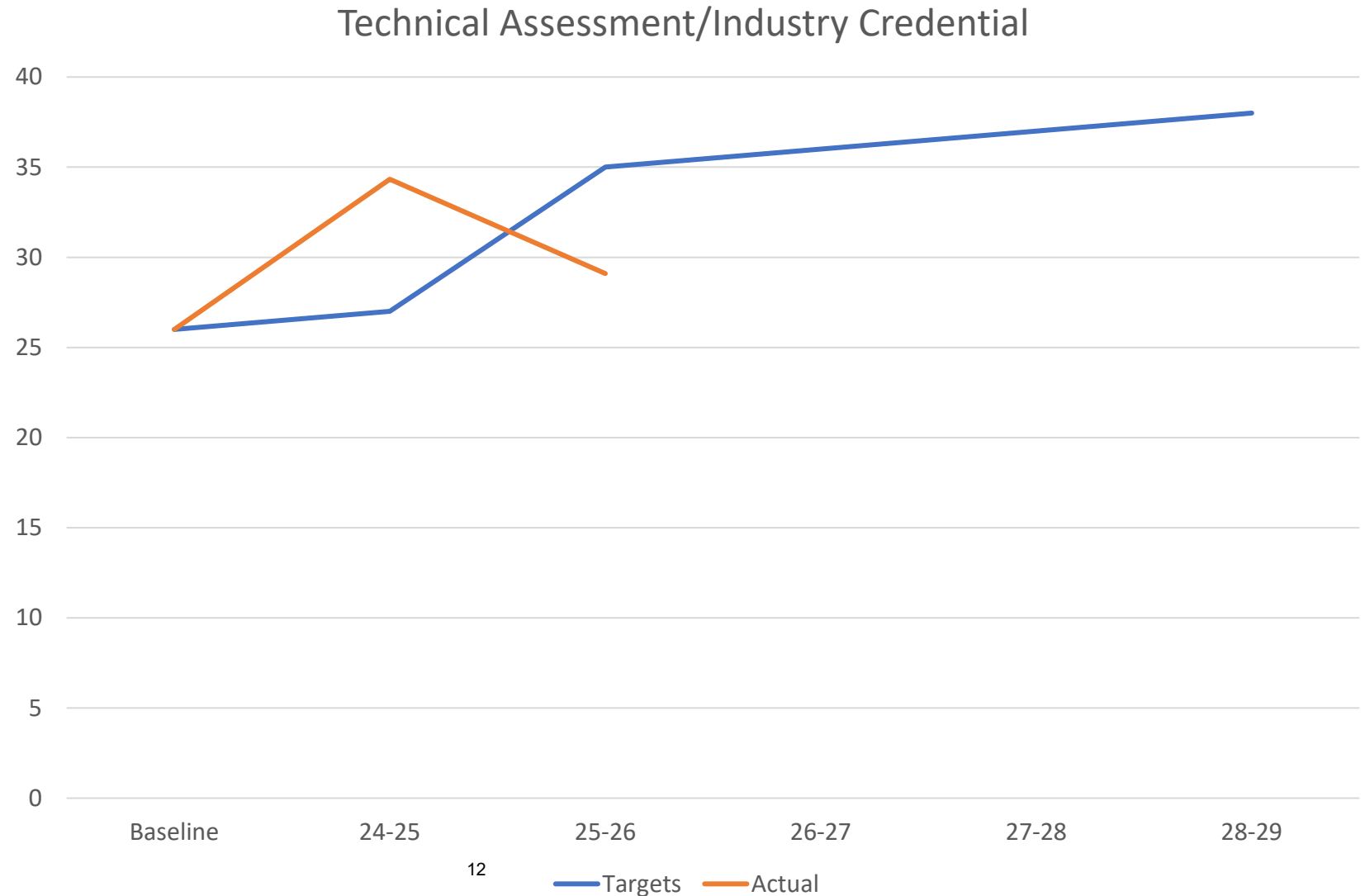
Annual Targets: 2024-27%, 2025-35%, 2026-36%, 2027-37%, 2028-38%

Director Response

2024-25 Target – 35%

2024-25 Progress – 29.10%

Director Response



Next Steps

The Department is in the process of developing a process to “approve” industry credentials. Currently, it is education driven, when it should be industry driven.

With this process in place, the agency can then include additional credentials to CTE credential list, in an effort to raise awareness and attainment of credentials.

GOAL 3

The percentage of students that enroll in a program at a CTE Center will increase from x% in 2025 to y% in 2030 as measured by the CTE Center Membership Report.

	Targets	Actual						
Baseline								
2026								
2027								
2028								
2029								
2030								

GPM 3.1

The percentage of students whose home school offers three or less CTE programs that enroll in a program at a CTE Center will increase from x% in 2025 to y% in 2030 as measured by the CTE Center Membership Report.

	Targets	Actual						
Baseline								
2026								
2027								
2028								
2029								
2030								

GPM 3.2

The percentage of students whose home school is less than 20 miles from a CTE Center site that enroll in a program at a CTE Center will increase from x% in 2023 to y% in 2028 as measured by the CTE Center Membership Report.

	Targets	Actual						
Baseline								
2026								
2027								
2028								
2029								
2030								

GPM 3.3

The percentage of students whose home school is more than 20 miles from a CTE Center site that enroll in a program at a CTE Center will increase from x% in 2023 to y% in 2028 as measured by the CTE Center Membership Report.

	Targets	Actual						
Baseline								
2024								
2025								
2026								
2027								
2028								

GPM 3.4

	Targets	Actual						
Baseline								
2024								
2025								
2026								
2027								
2028								

School Board Agenda Coversheet

Meeting Date:

Information Only

First Read

Action Requested

Consent

Agenda Item Title:

Person Submitting:

Title:

Summary:

Backup Material:

Motion (if pulled from consent agenda):

****Agenda cover sheet and all backup materials are due three weeks before the regularly scheduled board meeting***

OBJECTIVE 1:

The board has adopted student outcome goals

DOES NOT MEET	0	NOVICE	1	PARTIALLY PROFICIENT	4	PROFICIENT	12	ADVANCED	15
The board does not meet if any of the following are true:		The board is novice if the following is true:		The board is partially proficient if all prior conditions and the following are true:		The board is proficient if all prior conditions and the following are true:		The board is advanced if all prior conditions and the following are true:	
The board does not meet if any of the following are true: ☐ The board does not have a vision. ☐ The board does not have goals. ☐ The board does not consistently distinguish between inputs, outputs, and outcomes.		The board has: ☐ adopted a vision statement; ☐ owned the vision development process while working collaboratively with the Director; ☐ adopted three to five goals; and ☐ owned the goal development process while working collaboratively with the Director.		The board has adopted three student outcome goals aligned to North Dakota K12 Vision Aspirational Goals that include: ☐ a population, ☐ a baseline, ☐ a deadline target, ☐ a measurement tool, ☐ a deadline date, and ☐ annual targets.		☐ All board members and the Director agree that the student outcome goals 1. will challenge the organization; 2. require adult behavior change; 3. are influenceable by the Director; and 4. are the Director's first priority for resource allocation. ☐ The board relied on a comprehensive student needs assessment and/or student data (CAR) to inform the identification and prioritization of all student outcome goals.		All board members and the Director ☐ have committed the vision and student outcome goals to memory; ☐ know the current status of each student outcome goal; and ☐ agree there is broad community ownership of the board's vision and student outcome goals through involvement and communication with students, staff, and community members.	

OBJECTIVE 2:

The board has adopted goal progress measures aligned to each student outcome goal

DOES NOT MEET	0	NOVICE	1	PARTIALLY PROFICIENT	4	PROFICIENT	12	ADVANCED	15
The board does not meet if any of the following are true:		The board is novice if the following is true:		The board is partially proficient if all prior conditions and the following are true:		The board is proficient if all prior conditions and the following are true:		The board is advanced if all prior conditions and the following are true:	
☐ The board does not have goal progress measures. ☐ The board is treating the annual targets for student outcome goals as if they are goal progress measures.		☐ The board has adopted goal progress measures for each student outcome goal. ☐ The Director owned the goal progress measures development process while working collaboratively with the board. ☐ The status of each adopted goal progress measure is able to be updated during each school year.		☐ The board has adopted no more than four goal progress measures for each student outcome goal. ☐ All goal progress measures are student outputs, not adult inputs or outputs, or other outcomes that include 1. a population, 2. a baseline, 3. a deadline target, 4. a measurement tool, 5. a deadline date, and 6. annual targets.		All board members and the Director agree that the goal progress measures. ☐ will challenge the organization; ☐ require adult behavior change; ☐ are influenceable by the Director; and ☐ are all predictive of their respective student outcome goals.		All board members and the Director agree there is broad community ownership of the goal progress measures through involvement and communication with students, staff and community members.	

OBJECTIVE 3:

The board has adopted guardrails

DOES NOT MEET	0	NOVICE	2	PARTIALLY PROFICIENT	5	PROFICIENT	13	ADVANCED	15
The board does not meet if any of the following are true:		The board is novice if the following is true:		The board is partially proficient if all prior conditions and the following are true:		The board is proficient if all prior conditions and the following are true:		The board is advanced if all prior conditions and the following are true:	
☐ The board does not have guardrails. ☐ The board does not have Director guardrail progress measures.		The board has ☐ adopted 1 to 5 Director guardrails; ☐ owned the Director guardrails development process while working collaboratively with the Director; and ☐ adopted Director guardrail progress measures for each Director guardrail. ☐ The Director owned the guardrail progress measures development process while working collaboratively with the board. ☐ The status of each adopted Director guardrail progress measure is able to be updated at least once per year.		The board is partially proficient if all prior conditions and the following are true: ☐ Each Director guardrail describes a single operational action or class of actions the Director may not use or allow. ☐ The board has adopted no more than three Director guardrail progress measures for each Director guardrail. ☐ All Director guardrail progress measures include: 1. a population, 2. a baseline, 3. a deadline target, 4. a measurement tool, 5. a deadline date, and 6. annual targets.		The board is proficient if all prior conditions and the following are true: ☐ The board has adopted one to five board self-guardrails. ☐ The board, where appropriate, relied on comprehensive student needs assessment and/or student data to inform the identification and prioritization of Director guardrails. ☐ All board members and the Director agree that the Director guardrails will challenge the organization to focus on the vision and uphold community values. ☐ All board members and the Director agree that the Director guardrail progress measures 1. will challenge the organization to focus on the student outcomes; 2. will challenge the organization to uphold community values; 3. are all predictive of their respective Director guardrail; and 4. are influenceable by the Director.		The board is advanced if all prior conditions and the following are true: ☐ The board, in collaboration with the Director, has adopted one or more theories of action to drive overall strategic direction. ☐ All board members and the Director agree there is broad community ownership of the Director guardrails through involvement and communication with students, staff, and community members. ☐ All board members and the Director agree there is broad community ownership of the Director guardrail progress measures through involvement and communication with students, staff, and community members.	

OBJECTIVE 4:**The board has adopted a monitoring calendar for student outcome goals and student outcome goal progress measures**

DOES NOT MEET	0	NOVICE	2	PARTIALLY PROFICIENT	6	PROFICIENT	16	ADVANCED	20
The board does not meet if any of the following are true:		The board is novice if the following is true:		The board is partially proficient if all prior conditions and the following are true:		The board is proficient if all prior conditions and the following are true:		The board is advanced if all prior conditions and the following are true:	
☐ The board does not have student outcome goals, goal progress measures, Director guardrails, Director guardrail progress measures, or annual targets. ☐ The board does not track its use of time in board meetings. ☐ The board does not have a monitoring calendar. ☐ The board has not voted to approve a self-evaluation within the past 12 months.	☐ The Director owned the monitoring calendar development, working with the board to adopt a calendar that monitors 1. Each student outcome goal is monitored at least once per year or more if acquisition of data is possible. 2. No more than two student outcome goals per month; 3. Each Director guardrail at least once per year. ☐ The calendar spans the length of student outcome goals. ☐ The board tracks its time in meetings, identifying each minute according to the time use tracker. The Board has: ☐ performed a self-evaluation within the previous 12 months using a research aligned instrument; ☐ performed a Director annual evaluation no more than 12 months ago; ☐ been provided copies of the Director's implementation plan(s) to make progress towards the student outcome goals; and	10% or more of the total minutes in board meetings since the last board self-evaluation were invested in improving student outcomes according to the time use tracker. The Board : ☐ performed a self-evaluation using the North Dakota Be Legendary CTE Board Leadership Framework; ☐ performed a self-evaluation no more than 60 days prior to the most recent Director's evaluation; and ☐ evaluates the Director in part on the results and progress toward the student outcome goals and Director guardrails using information within monitoring reports according to the monitoring calendar.	25% or more of the total minutes in board meetings since the last board self-evaluation were invested in improving student outcomes according to the time use tracker. ☐ Three times per year the board: 1. performed a self-evaluation using the North Dakota Be Legendary School Board Leadership Framework; and 2. voted to approve the progress tracker.	50% or more of the total minutes in board meetings since the last board self-evaluation were invested in improving student outcomes according to the time use tracker. The board: ☐ unanimously approved the current progress tracker; ☐ has not modified outcome goals, goal progress measures, Director guardrails, Director guardrail progress measures or targets during the cycle applicable to the annual Director evaluation; and ☐ considers Director performance as indistinguishable from system performance by evaluating the Director on results and progress toward student outcome goals and Director guardrails(60%) and other board stated criteria (40%)					

OBJECTIVE 5:

The board has structured operations for success

DOES NOT MEET	0	NOVICE	1	PARTIALLY PROFICIENT	4	PROFICIENT	12	ADVANCED	15
The board does not meet if any of the following are true:	The board is novice if the following is true:	The board is partially proficient if all prior conditions and the following are true:	The board is proficient if all prior conditions and the following are true:	The board is advanced if all prior conditions and the following are true:					
☐ The board has not received a monitoring report. ☐ There were six or more board meetings in a month.. ☐ Any meeting of the board lasted longer than eight hours. ☐ Board members did not receive the final version of materials to be voted on at least three calendar days in advance of the board meeting.	The board receives a monitoring report that includes: ☐ the student outcome goal and goal progress measures; ☐ date; ☐ actual student results compared to board outcome goals and goal progress measures; ☐ an explanation from the Director of the results, status, and next steps.	☐ All consent-eligible items were placed on the consent agenda and more than 75% of the items were voted on using a consent agenda. ☐ The adopted monitoring calendar has not been modified since last board self-evaluation.	☐ Board members, since the last board self-evaluation ☐ did not exceed 1. an average of four meetings per month; 2. an average of three hours per meeting; and 3. an average of five topics per meeting beyond the consent agenda. ☐ Board has 1. reviewed its existing policies; and 2. only adopted policies relevant to board responsibilities.	☐ Board meetings since the last board self-evaluation did not exceed 1. an average of three meetings per month; 2. an average of two hours per meeting; and 3. an average of three topics per meeting beyond the consent agenda. ☐ Board members received the pre-liminary materials to be voted on at least seven calendar days before the meeting. ☐ No edits to the board's regularly scheduled meeting agenda in the three days prior to, or during, the meeting.					

OBJECTIVE 6:

The board promotes active teamwork and advocacy

DOES NOT MEET	0	NOVICE	2	PARTIALLY PROFICIENT	6	PROFICIENT	18	ADVANCED	20
The board does not meet if any of the following are true:		The board is novice if the following is true:		The board is partially proficient if all prior conditions and the following are true:		The board is proficient if all prior conditions and the following are true:		The board is advanced if all prior conditions and the following are true:	
☐ The board has not publicly communicated the board adopted student outcome goals. ☐ The board has not arranged for any community engagement activities during the previous 12-month period beyond public comments during board meetings and/or required hearings. ☐ The board has not adopted board operating procedures. ☐ The board has not been able to achieve a quorum in two or more board meetings during the previous three months. ☐ Board members serve on committees formed by the Director or staff. ☐ A board member voted on an item for which they had a conflict of interest, as defined by law, during the previous three months.	The board has a two-way communication system in place where the board members at least once per year ☐ listen for and discuss the student outcomes; and ☐ Director guardrails. The board ☐ affirms that, every 2 years, it has reviewed all policies governing board operating procedures; ☐ agrees that a board committees' role is to advise the board, not to advise the staff; ☐ agrees that a board officers' role is to advise the board, not to advise the staff; and ☐ maintained a quorum throughout all regularly scheduled meetings for the past three months.	The board has ☐ provided time during regular scheduled board meetings to recognize the accomplishments of its students and staff regarding progress on student outcome goals; and ☐ hosted a community meeting to discuss progress toward student outcome goals during the previous 12-month period. The board ☐ agrees that every board member is responsible for the outcomes of all CTE students in the State of North Dakota ☐ maintained an average attendance of 70% or higher throughout all regularly scheduled board meetings since the last board self-evaluation and ☐ has set the expectation that information provided to one board member is provided to all board members.	The board ☐ displays and keeps updated the status and targets of all student outcome goals and goal progress measures permanently and publicly on websites and ☐ has led or co-led at least one training on the North Dakota Be Legendary CTE Board Leadership for its stakeholders during the previous six-month period. The board ☐ maintained an average attendance of 80% or higher throughout all regularly scheduled board meetings since the last board self-evaluation; ☐ agrees that all members have adhered to all policies governing board operating procedures; ☐ rather than the Director, led the completion of North Dakota Be Legendary CTE Board Leadership expectations.	☐ Students have been included in at least one North Dakota Be Legendary CTE Board Leadership training in the previous 12-month period. ☐ Newly selected board members have received an orientation on the North Dakota Be Legendary School Board Leadership by fellow board members or a coach within 60 days of being seated. All board members and the Director ☐ have completed the North Dakota Be Legendary CTE Board Leadership Institute; ☐ agree that all board members have adhered to all adopted board guardrails since the last board self-evaluation; and ☐ agree that no board member has given operational advice or instructions to staff members since the last board self-evaluation.					

TIME USE TRACKER		Career and Technical Education State Board		QTR:	Date: September 23, 2025	
Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings			Other Topic Minutes
1. Adopting Student Outcome Goals 2. Adopting Student Outcome Goals 3. Adopted Guardrails	0		← Minutes setting and adopting both student outcome goals and goal progress measures.			
		0	← Minutes setting and adopting superintendent and board guardrails, and a theory of action			
4. Adopted Monitoring Calendar for Student Outcome Goals and Superintendent/ Board Guardrails, and Board Self-Evaluation			← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the board adopted Monitoring Calendar			
		35	← Minutes receiving, discussing, and voting on Guardrail Monitoring Reports according to the board adopted Monitoring Calendar			
			← Minutes performing board self-evaluations using the Be Legendary School Board Leadership Framework Instrument, developing and creating Superintendent evaluation, community engagement, and/or Board Guidelines according to Be Legendary practices.			
5. Structuring for Success	Minutes discussing and/or taking action other agenda items (including consent agenda items and reports) Non-Be Legendary Committee meetings, Board Workshops, and/or non-statue Board Hearings →					42
6. Active Teamwork and Advocacy	0		← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals			
			← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals			
Non-calculated time	Minutes fulfilling statutorily required public hearings, forums, and comments →					23
TOTALS	0	35	77			42
Use For Student Outcome and Adult Behavior Minutes Percentage Calculation: 35 ÷ 77 × 100 = 45.45 % Student Outcome and Adult Behavior Minutes						
Use For Student Outcome Minutes Percentage Calculation 3. Monitoring Student Outcome Goals 0 ÷ 77 × 100 = 0.00 % Student Outcome Minutes						

Board Members Present- 6. Active Teamwork and Advocacy	Board Absent	% Attendance	Count of 'Other' Agenda Items	Goals Discussed 3. Monitoring Student Outcome Goals	Goals on Target	% on Target
6	3	66.67	3	0		#DIV/0!
Consent Items 4. Operations for Success	Consent Items Removed	% Remaining on Consent Agenda		GPMs Discussed 3. Monitoring Goals Progress Measures	GPMs on Target	% on Target
6	0	100.00		0	0	#DIV/0!

**Minutes for State Board for Career and Technical Education
September 23, 2025 Meeting**

Call to Order:

The regular meeting of the State Board for Career and Technical Education was held on Tuesday, September 23, 2025, in the Peace Garden Room at State Capitol and via Microsoft Teams. It was called to order by Chair Sonia Meehl at 10:02 am CT.

Voting members present include:

Superintendent Kirsten Baesler
Board Member Lyndsi Engstrom
Director of Academic Affairs Claire Gunwall proxy for Chancellor Brent Sanford
Board Member Eric Nelson
Board Member Jason Rohr

Also present: Wayde Sick, John Gruenberg, Gwen Ferderer, Laurie Elliott, Marcia McMahon, Mark Openshaw, Daniel Spellerberg, Pam Stroklund, Kenzie Brown, Lyle Krueger, Mike Hanson, Becky Ulberg, Eric Ripley, Wayne Heckaman, Randal Brockman, Les Jensen and Lorie Ruff.

Meeting chat information for this meeting does not exist.

Outcome Progress Monitoring:

Director Sick presented a Rural vs Non-Rural Recommendation for Student Outcome Goal 3 and expressed the difficulty on reporting those numbers due to lack of a definition of rural student and the lack of data collection. Discussion was held if all departments such as CTE and Department of Public Instruction should use the same definitions. Superintendent Baesler stated that each agency has a specific set of measurements and outcomes and to have a unique definition based on our needs would be acceptable.

Once definitions are set, the Board will revisit their Goal Progress Measures for Goal #3.

Consent Agenda:

Eric Nelson moved to approve and accept the items listed on the consent agenda and it was seconded by Jason Rohr. The motion passed unanimously.

Items for Discussion and Possible Action:

CTE Secondary Program Funding Policy

As requested by the Board, Director Sick has provided a proposed funding policy for discussion and approval. However, Chair Meehl and Director Sick have been informed that the Governor's Office is interested in obtaining more information about this funding policy and a meeting has been set up for September 30 to allow his office to provide any input they may have. Chair Meehl informed members that Director Sick will continue to present his recommendations and open it for discussion, but this item will be tabled until a future meeting to allow for Governor's input.

Director Sick presented his recommendations and the Funding Policy. Discussion was held on the base allocation and program tiers. It was stressed that tiered funding needs to be added in the policy using multipliers and if possible, can the Department implement that for the 2026-27 funding. Some members stated that they are not comfortable with the CTE Director FTE funding allocation.

The Department will continue to work on a program tiering system and funding allocations.

The Funding Subcommittee will reconvene after the Department's meeting with the Governor's Office.

Information Only:

Chair Meehl referenced the August Time Tracker that was included in the material packet and informed members that a Board Self Evaluation will be completed during next month's meeting.

Board Comments:

Eric Nelson mentioned that the Bakken Area CTE Center was very well represented at the ND Petroleum Council.

Director Sick attended the ribbon cutting at the Career Academy at Silver Ranch and he will be part of the panel discussion during the Governor's Workforce Summit at BSC next week.

There being no other business brought before the Board, the meeting adjourned at 11:19 am.

Sonia Meehl
SBCTE Chairperson

Agenda Item 3) b)

CTE State Director's Report October 2025

Goal Progress

- 1) Develop an equitable and effective Career and Technical Education funding model that would incentivize access to quality Career and Technical Education programs.

A final policy recommendation is included in the Board Packet.

- 2) Review and edit the Department's Mission, Vision, and Strategic Plan. Procure an outside organization as needed.

This work continues, under the guidance of Elliot and McMahon. The Board will discuss possible Vision and Mission statements later in the meeting.

- 3) Develop a common virtual Career and Technical Education course catalog. This would include the review of course alignment with standards and explore the option of adding virtual CTE course codes. How a theory course aligns with the coordinated plans of study and scholarship eligibility will need to be studied as well.

This work has been paused as the Department and Board finalizes its funding policy. The focus of the work in relation to virtual CTE has been more emphasis on quality than access. Instead of funding differently, how can we ensure all programs are of high quality.

General Updates

Executive Officer for State Board for CTE

I continue to monitor updates concerning Perkins V. We have been notified that we will be required to transition from G5 to Grant Solutions and Payment Management System for funding requests, which we have completed all the required steps.

The Department has also worked with the AG's office, to ensure we are compliant with the interpretation of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The interpretation states post-secondary recipients are not allowed to utilize Perkins V funds to support a program in which undocumented individuals are enrolled in. Language has been added to the grant application, so that a postsecondary recipient must verify they are compliant. This was decided upon, after consultation with our Asst. AG.

The Department currently has a vacant Assistant Agricultural Education Supervisor position. The position closed on September 17th. Interviews will be held on October 17th.

Interpret and Implement Board Policy and State and Federal Law

We continue to work with PowerSchool and SLDS to college and report CTE Center data. A Power BI report has been created and can be shared with the Board once it is finalized. This report will be able to tell the Department, down to the course level, the home school of the students enrolled at a CTE Center. This will also provide us with the accurate data to determine the base allocation for CTE Center Enrollment.

Planning and Coordination

I continue to participate in the Workforce Subcabinet meetings. I participated as a panelist in the Workforce Summit, on October 2nd. Asst. Director Gruenberg and I also participate in biweekly data systems integration meetings, to better align data and performance measures across workforce programs.

The next quarterly directors meeting is scheduled for October 28-29. Agenda items include infinite Campus, Career Clusters, Career Ready Practices, Agency Updates and Funding Policy.

I attended the Advance CTE, CTE Unlocked Summit on October 6-8th. The intent of the summit was to advise Advance CTE on the new vision and priorities for CTE moving into the future. The new vision will be unveiled at the Spring 2026 Advance CTE Spring meetings.

Fiscal Management

New and Expanding Programs:

The following new and expanding applications are in the process of being reviewed by the Department. Historically, this was brought to the Board for approval, but to continue to operationalize the Be Legendary Board training, this approval is an input, which is the responsibility of the Director. Therefore, I recommend approval lies at the Department level. The Board has approved a biennial budget, a funding policy and a program approval policy, with the expectation the Director and Department follows the budget and policies.

New Program Requests

Barnes County	Agriculture	
Central Regional CTC	Business	46,050.00
James Valley CTC	T & I - Advanced Manufacturing	11,787.75
Midkota	Career Development	11,250.00
	FACS	25,250.00
Northwood	Business	1,685.25
Underwood	FACS	10,475.00
Williston Basin CTC	T & I - Advanced Manufacturing	5,908.50
	T & I - CDL	50,000.00
	T & I - Culinary Arts	83,889.75
		<u>\$246,296.25</u>

New Center Transfers

Central Regional CTC	FACS	1,520.00
	Health Sciences	4,800.00
	Information Technology	\$2,400.00
	Marketing Education	\$2,400.00
	Tech & Engineering	\$5,670.00
	T & I - Aviation	\$2,000.00
	T & I - Visual Arts	<u>\$3,600.00</u>
		22,390.00

Reinstatements

Midway	Business	7,215.62
	FACS	9,068.23
Scranton	Business	2,929.50
Wilton	FACS	11,309.52
Wishek	Agriculture	<u>\$19,351.50</u>
		\$49,874.37

Expanded Program Requests

Bakken	Information Technology	7,800.00
James Valley CTC	Career Development	15,722.00
	T & I - Building Trades	19,145.00
Minot North	FACS	6,136.81
	Marketing	13,111.20
Minot HS	FACS	5,243.81
Minot CTC	FACS	47,190.40
Roughrider CTC	Career Development	66,271.18
Williston Basin CTC	T & I - Aviation	<u>14,033.60</u>
		\$194,654.00

10/15/2025

TOTAL

\$513,214.62

I will report in November which applications were approved.

Advocate for Career and Technical Education

The Team Vision season is upon us. Asst. Director Gruenberg has been busy working with staff and reviewing past practices in preparation for the upcoming season. The remaining Vision Visit Schedule is provided below.

October 30, 2025

- **Richardton–Taylor Public School**, Richardton

November 4, 2025

- **Napoleon Public School**, Napoleon

November 6, 2025

- **Washburn Public School**, Washburn

November 12-14, 2025

- **North Valley Area CTC**, Grafton

November 18-19, 2025

- **Nueta Hidatsa Sahnish College**, New Town

I presented to the Interim Education Committee on October 15th, on the K12 Strategic Theme of Career Awareness, Exploration, and Development. I presented not only what NDCTE is doing, but all the agencies and organizations that have a focus on education.

I will be presenting to the 21st Century Community Learning Centers directors on 10/21, concerning the potential partnership between CTE and after school programs.

I will be presenting to the Interim Emergency Response Committee on 10/23, concerning secondary and post-secondary emergency response programs.

DEPARTMENT OF CAREER AND TECHNICAL EDUCATION
APPROPRIATION STATUS REPORT
FOR THE MONTH ENDED SEPTEMBER 30, 2025

	ORIGINAL APPROPRIATION	CURRENT APPROPRIATION	BIENNIUM TO DATE EXPENSE	%	BALANCE OF APPROPRIATION
EXPENDITURES BY LINE ITEM					
SALARIES AND WAGES	\$5,964,593.00	\$5,838,390.00	\$700,891.12	12%	\$5,137,498.88
NEW & VACANT FTE POOL	\$0.00	\$126,203.00	\$0.00	0%	\$126,203.00
OPERATING EXPENSES	\$4,745,611.00	\$4,745,611.00	\$513,262.89	11%	\$4,232,348.11
GRANTS	\$14,007,349.00	\$14,007,349.00	\$2,691.72	0%	\$14,004,657.28
GRANTS - SECONDARY	\$52,037,780.00	\$52,037,780.00	\$5,889,777.09	11%	\$46,148,002.91
GRANTS - STEM	\$100,000.00	\$100,000.00	\$0.00	0%	\$100,000.00
INITIATIVE GRANT PROGRAM	\$0.00	\$5,460,835.89	\$3,840,627.48	70%	\$1,620,208.41
WORKFORCE TRAINING	\$3,500,000.00	\$3,500,000.00	\$0.00	0%	\$3,500,000.00
MARKETPLACE FOR KIDS	\$400,000.00	\$400,000.00	\$45,680.86	11%	\$354,319.14
TOTAL EXPENDITURES	\$80,755,333.00	\$86,216,168.89	\$10,992,931.16	13%	\$75,223,237.73
EXPENDITURES BY SOURCE					
GENERAL FUND EXPENDITURES	\$62,077,324.00	\$62,077,324.00	\$6,753,430.55	11%	\$55,323,893.45
FEDERAL FUND EXPENDITURES	\$17,273,035.00	\$22,733,870.89	\$4,231,160.29	19%	\$18,502,710.60
SPECIAL FUND EXPENDITURES	\$1,404,974.00	\$1,404,974.00	\$8,340.32	1%	\$1,396,633.68
TOTAL EXPENDITURES	\$80,755,333.00	\$86,216,168.89	\$10,992,931.16	13%	\$75,223,237.73

DEPARTMENT OF CAREER AND TECHNICAL EDUCATION

CTE ADMINISTRATIVE BUDGET

2025 - 2027 Biennium

Sep-25	25 - 27 BUDGET	CURRENT MONTH EXPENDITURES	YEAR TO DATE EXPENDITURES	BALANCE OF BUDGET	PERCENT OF BUDGET EXPENDED	PERCENT OF TIME ELAPSED
SALARIES	\$5,964,593.00	\$225,174.25	\$700,891.12	\$5,263,701.88	11.75%	12.50%
OPERATING EXPENSES	\$4,745,611.00	\$87,275.26	\$513,262.89	\$4,232,348.11	10.82%	12.50%
TRAVEL	\$380,000.00	\$16,106.22	\$31,603.28	\$348,396.72	8.32%	12.50%
DUES & PROFESSIONAL DEVELOPMENT	\$359,111.00	\$4,819.48	\$29,423.07	\$329,687.93	8.19%	12.50%
PROFESSIONAL SERVICES	\$1,361,500.00	\$1,526.43	\$6,026.43	\$1,355,473.57	0.44%	12.50%
RENT/LEASES/UTILITIES/REPAIRS	\$450,000.00	\$41,080.34	\$52,023.20	\$397,976.80	11.56%	12.50%
POSTAGE	\$25,000.00	\$361.79	\$684.57	\$24,315.43	2.74%	12.50%
OPERATING FEES	\$200,000.00	\$3,794.36	\$4,833.70	\$195,166.30	2.42%	12.50%
SUPPLIES	\$1,500,000.00	\$2,972.26	\$346,054.14	\$1,153,945.86	23.07%	12.50%
PRINTING & PAPER	\$100,000.00	\$3,207.28	\$5,071.69	\$94,928.31	5.07%	12.50%
TELEPHONE	\$20,000.00	\$686.19	\$2,096.26	\$17,903.74	10.48%	12.50%
ITD	\$200,000.00	\$12,720.91	\$35,446.55	\$164,553.45	17.72%	12.50%
FURNITURE & EQUIPMENT	\$150,000.00		\$0.00	\$150,000.00	0.00%	12.50%
TOTAL	\$10,710,204.00	\$312,449.51	\$1,214,154.01	\$9,496,049.99	11.34%	12.50%

\$41,080.34 Rent is paid quarterly. This payment was for Sept - Dec

\$12,720.91 Includes billing for WAN access at new office (\$5,645.00)

Agenda item 3) d) Secondary Program Funding Policy Recommendation

Attached is the proposed funding policy and funding policy spreadsheet. The spreadsheet and policy remain unchanged from the September Board meeting.

This memo also serves to recap the meeting with the Governor's Office, which delayed the September policy approval.

The Governor expressed he is most interested in creating a sustainable, self-growing source of funding to support existing Career and Technical Education programs, whether they are provided at a High School or a Regional Career and Technical Education Center. This would minimize the need to justify an increase in funding every Legislative Session, to support programs and the cost to continue. If there was a need to request an additional appropriation to support new programming, the Department would need to do that and provide justification why.

The Governor's office comments on the funding policy itself included support to move towards an outcome-based funding policy that provides the proper state support of CTE programs. There is a desire to continue to work towards a tiered or multiplier system, to fund high cost and high demand programs at a higher rate. This would not only support high cost/high demand programs, but also further incentive their development.

I recommend approval of the Funding Policy as presented, with the ability for the Department to continue to work on allocations and a program tiering system.



North Dakota Department of Career and Technical Education

Secondary Program Funding Policy

Approved Date:

Effective Date: July 1, 2026

[ND State Board for CTE Board Members](#)

[ND Department of Career and Technical Education](#)

It is the policy of the North Dakota State Board for Career and Technical Education not to discriminate in its educational programs, activities, or employment policies as required by Final Regulation implementing Title IX of the 1972 Education Amendments, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973.

The Board policy does not advocate, permit, nor practice discrimination on the basis of sex, race, color, national origin, religion, age, or disability as required by various state and federal laws. Equal education opportunity is a priority of the North Dakota State Board for Career and Technical Education.

Purpose

To effectively fund ND Secondary Career and Technical Education (CTE) Programs. This policy was developed to align with the following six principles as determined by the State Board for Career and Technical Education (Board) Funding Subcommittee. The policy is designed to:

1. Ensure equitable access.
2. Ensure program quality.
3. Incentivize high-quality performance.
4. Easy for Stakeholders to understand.
5. Reduce administrative burden on Department of Career and Technical Education (Department) staff and local recipients; and
6. Focuses on outputs rather than inputs.

In addition, the funding policy is to assist in achieving the Board adopted Student Outcome Goals. The Board adopted Student Outcome Goals can be accessed at: [Board Student Outcome Goals.pdf](#)

Minimum Requirements for Program Funding

Department Program Supervisors will ensure that CTE programs meet the definitions of size, scope, and quality as outlined in the Perkins V State Plan. Supervisors will utilize Vision Visit results and program documentation to determine program approval. Program documentation must be submitted to the Department by **September 15**.

[Program Approval Policy](#)

[Fiscal Activity Schedule](#)

Supervisors will notify the Fiscal Department of all programs eligible for funding by **November 15**.

Programs that are discontinued or determined to be ineligible will not receive funding. Any program with a lapse in offering or approval (e.g., offered in 2021–22 but not in 2022–23) must apply as a **reinstated program** to regain eligibility for funding.

Funding Allocation Overview

Funding is designated for use within High School level CTE programs and shall be used to support and enhance offerings, including equipment, resources, curriculum development, travel, or initiatives that align with program goals.

Annual funding allocations for each eligible recipient (School Districts and Career and Technical education Centers) will be based on:

Base Allocation - Each eligible recipient will receive a base allocation, proportional to the percentage of FTE involvement.

1. **Performance Allocation** - Programs that demonstrate a strong commitment to student success and workforce readiness by meeting the following performance targets, proportional to the percentage of FTE involvement, may qualify for additional funding:
 - **CTE Concentrator Target:** Meeting the Board-established target for CTE Concentrators (students who complete at least two credits in a coordinated plan of study).
 - **Work-Based Learning Target:** Meeting the Board-established work-based learning (WBL) participation targets, according to the guidelines defined in the WBL Guidance.

Funding Allocations for Career and Technical Centers (CTE Centers)

CTE Centers will receive funding based on a combination of access and operations factors, as outlined below:

1. Member Schools – The number of member school districts served, as identified in the Joint Powers Agreement.
2. Programs Offered – The number of unique programs provided by the CTE Center.
3. Student Enrollment – The number of student course enrollments, calculated based on course credits. An enrollment snapshot will be made no later than November 1st.
4. Flat rate per Center – Each Center will receive a flat rate to support the operations of the Center.

Funding for New, Expanding, Transferring, and Reinstated Programs

Programs that are new, expanding, transferring, or reinstated will receive funding from legislatively appropriated funds designated for new and expanding programs.

- **New Programs** - In the first year, new programs will receive the base allocation plus performance-based allocations. In year two, funding will be adjusted based on the program's actual performance. A new program is defined as one that has not been offered in the previous five years.
- **Transferring Programs** - Transferring programs will receive base funding and performance-based allocations based on their most recent performance data. In year two, funding will be based on new performance outcomes. Transferring is defined as a program moving from a High School or dissolving Center to a CTE Center.

- **Reinstated Programs** - Reinstated programs will receive funding based on their last year of operation, if data is available. Funding will be adjusted in the second year based on current performance. A reinstated program is defined as a program that had a gap in offering or approval of more than one but fewer than five years.
- **Expanding Programs** - Expanding programs will receive adjusted funding based on increased FTE staffing levels, enrollment growth, or other significant expansion activities, such as additional course offerings or sections.

Funding Adjustments

All funding levels will be reviewed annually and will be adjusted based on available funds.

- Preliminary funding level estimates will be shared by **March 31**.
- Final allocations, if changed, will be communicated by **May 31**.
- New funding level allocations will take effect **July 1**.

In legislative years, when allocations are delayed due to pending legislative decisions, eligible recipients should continue using the previous year's allocation for the next year's planning and budgeting until updated amounts are finalized and communicated.

Funding for existing, new, transferring, expanding, or reinstated programs remains contingent on the availability of sufficient funds.

Fiscal Accountability

Eligible recipients must submit an **Annual Expenditure Report** to the Fiscal Department by **September 15** each year, detailing the use of CTE funds.

- A desk audit will be conducted on 10% of recipients annually.
- Adverse findings from the audit may impact future funding eligibility.
- Failure to submit the Annual Expenditure Report will result in ineligibility for funding in the subsequent year.



North Dakota Department of Career and Technical Education

Secondary Program Funding Policy Appendix I

Approved Date:

Effective Date: July 1, 2026

Career and Technical Education (CTE) Funding Allocations

Funding allocations for Secondary Career and Technical Education programs will be reviewed annually and will be adjusted based on available funds. Eligible recipients will be notified promptly to support proper planning and budgeting for the upcoming school year.

In legislative years, when allocations are delayed due to pending legislative decisions, eligible recipients should continue using the previous year's allocation for the next year's planning and budgeting until updated amounts are finalized and communicated.

Outlined below are the base allocation amounts, performance allocations, and CTE Center access and operating allocations for the 2026-27 school year.

Base Allocations

Base funding is awarded for each instructional staff member, based on the percentage of time dedicated to approved Career and Technical Education (CTE) and Career Development activities.

Comprehensive High Schools

- Program Funding (per approved instructional or Career Development FTE)
 - \$15,000
- CTE Administrator - \$15,000 (per approved director FTE)
 - For a school district to receive an administrator allocation, it must be approved by the Department and offer a minimum of four approved Career and Technical Education programs.

Career and Technical Education (CTE) Centers

- Program Funding (per approved instructional or Career Development FTE)
 - \$45,000
- CTE Administrator (per approved Director FTE)
 - \$45,000

Performance Allocations

Performance funding is awarded for each instructional staff member, based on the percentage of time dedicated to CTE, that meets state-determined targets:

- Work-Based Learning (WBL) Target: \$800
- CTE Concentrator Target: \$800

Commented [WS1]: All allocations are tentative. Allocations cannot be determined until after December payments.

Career Development programs cannot earn either of the performance-based allocations.

CTE Center Operations Allocations

CTE Center Access Allocations

CTE Centers receive additional funding based on access factors:

- Programs Offered - \$9,000 per unique program offered
- Member School Districts - \$5,500 per member school district
- Student Enrollment - \$50 per enrolled course credit as reported each October.

CTE Center Infrastructure Allocations

Funding for CTE Center Infrastructure is based on a flat rate per CTE Center:

- Brick and Mortar Center – \$75,000
- Virtual Center - \$37,500

Total Funds	\$19,775,262							
4%	\$791,010	2% Performance Based Bonus (% converted to flat \$ amount that can be reviewed annually but not necessarily need to be changed annually)						
	\$18,984,251	could also use flat \$ amount for deduction instead of %						
							% of total Funding	
	Centers			Districts				
Allocation to Centers/Districts	67%	\$12,719,448		33%	\$6,264,803	\$18,984,251	96.0%	
Base Program Funding Per FTE	70%	\$8,903,614						
Center Operations Allocation	30%	\$3,815,835						
Center Access Allocatoin								
Enrollment (Based on actual)	30.0%	\$1,144,750			\$0	\$1,144,750	6.0%	
Programs (Based on actual)	30.0%	\$1,144,750			\$0	\$1,144,750	6.0%	
Members (Based on actual)	15.0%	\$572,375			\$0	\$572,375	3.0%	
Center Infrastruture Allocations.								
Operations (Flat rate per center)	25.0%	\$953,959						
	100.0%						15.1%	
FTEs to Allocate Quality Indicators		146			346	492		\$804
Incentive for WBL Goal	<i>centers only</i>	\$804		<i>dist only</i>	\$804	<i>combined</i>	\$1,608	
Incentive for Conc Goal	<i>centers only</i>	\$804		<i>dist only</i>	\$804	<i>combined</i>	\$1,608	

Agenda Item 4)a)

Board Vision and Mission Discussion

Chair Meehl and Director Sick have been in discussion concerning the Vision and Mission of the State Board for Career and Technical Education. We have determined that the definitions of a vision and a mission are as follows:

Vision: An organization's future oriented, long-term goal. **Our why.**

Mission: The action-oriented plan that describes how it will achieve that vision. **Our how.**

We believe we should attempt to align with visions that are already in place in North Dakota and nationally.

North Dakota's PK12 Strategic Vision – All students will graduate choice ready with the knowledge, skills, and disposition to be successful.

North Dakota's Workforce Vision – A skilled workforce to fuel North Dakota's economy.

Advance CTE's Vision – CTE without limits, where every learner can reach success in the career of their choice through a cohesive, flexible, and responsive career preparation ecosystem.

Below are options for the Board to discuss and give Chair Meehl and Director Sick feedback on. With that feedback, we will continue this work and provide a final recommendation at the November meeting.

VISION STATEMENT DRAFTS (Our “Why”)

To inspire all students to explore and master career pathways that prepare them for future success in North Dakota's in-demand careers.

Enhancing tomorrow's workforce by expanding access to high-quality CTE programs for all North Dakota students.

MISSION STATEMENT DRAFTS (Our “How”)

To prepare North Dakota students for workforce readiness, economic self-sufficiency and life-long success by cultivating high-quality CTE programs which offer robust work-based learning experiences and opportunities to become CTE concentrators.

To cultivate high-quality CTE programs for all North Dakota students which offer robust work-based learning experiences, provide opportunities to become CTE concentrators, and lead to increased workforce readiness and life-long success.

School Board Agenda Coversheet

Meeting Date: 10/27/2025

Information Only ☐ **First Read** ☐ **Action Requested** ☒ **Consent** ☐

Agenda Item Title: Contract renewal or non-renewal of the Be Legendary Coaching services provided by Elliott and McMahon.

Person Submitting: Sonia Meehl

Title: Board President

Summary:

The current contract with Elliott and McMahon is coming to a close. Discussions between the coaches and the director provide three options for the board:

1. Do not renew services
2. Renew services for 6 months at a cost of \$6,000.00.
3. Renew services for 12 months at a cost of \$12,000.00.

Backup Material:

Sample 12 month contract with Elliott and McMahon

Motion (if pulled from consent agenda):

I move to approve option ? (state what the option is) for the Elliott and McMahon contract.

****Agenda cover sheet and all backup materials are due three weeks before the regularly scheduled board meeting***

Agenda item 4) c) Elliott and McMahon Contract Extension

Included in the Board packet is a draft contract from E&M to extend services, as well as a cover sheet to what level of support to agree to.

In visiting with E&M, if the Board agrees that additional support is necessary, I recommend the Board and Department extends its contract with E&M for an additional 6 months. This is due to the remaining work that needs to be completed, with assistance from E&M coaches. I have been informed an hourly contract for services may not be feasible, due to the amount of work to be completed.

The contract will need to be reviewed in more detail as well as by the Assistant AG prior to signing.

Agreement between Elliott and McMahon, LLC, and

This Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement **between**:

Elliott and McMahon, LLC, (“Coach”),

And (the “Client”) collectively, the Parties.

- a. This agreement from _____ to _____ for the coaching services provided in Attachment A (hereinafter) the Work Plan.
- b. Elliott and McMahon will prepare the implementation plan to be presented to the board, and update as needed.
- c. If either Party terminates at the other Party's request, the Agreement can be terminated effective immediately. If the Client terminates, the Client will pay the Coach for any Work Plan services provided to date under the Work Plan, plus one-half of the remaining total amount.

1. Roles and responsibilities

- a. Coach agrees to perform coaching services for the Client in accordance with the Work Plan.
- b. Coach has been certified to provide the Be Legendary 2-day Institute and work plan implementation.
- c. Coach shall not be required to provide regular reports to the Client on the time, hours, or dates work was performed, or deliverables, or deliverable progress.
- d. Coach will perform all or substantial amounts of the Work Plan deliverables at a location that is different from the Client's location.
- e. Client agrees that Client may be required to use significant staff time to complete Work Plan objectives, establish meetings, prepare for meetings, and attend meetings. The coach shall have reasonable access to the Client and Client's School Board or School Board Designee and resources as necessary to perform coaching services.
- f. Client is responsible for providing translation services and any other services that may be required to facilitate meeting participation at the Client's expense.
- g. The client is responsible for ensuring all School Board meetings are posted and or disclosed in accordance with any law, regulation, or rule.
- h. The client understands that compliance with all laws, rules, and regulations, remains the sole responsibility of the Client and is non-delegable to the Coach. Parties may produce, reproduce, utilize, post, or repost any photograph, video, or audio made available in any medium by the

Parties related to the Work Plan.

2. Confidentiality

- a. The Parties shall hold in trust for the other party and shall not disclose to any non-party to the Agreement or use any Confidential Information of the other Party before, during, or after the term of this Agreement. Confidential information relates to the Coach and Client and Client State Board Members. Confidential Information includes the party's conversations, data, documents, emails, texts, information, research, practices, trade secrets, concerns, problems, conflicts, legal or compliance matters, or business affairs.

The obligations and restrictions in 8a do not apply to that part of the Confidential Information that: (a) was or becomes publicly available; (b) is required to be disclosed by any law, regulation, or rule or requested or legally compelled by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes, (c) or is required by a regulatory body. However, the Parties shall provide prompt notice of these requests or requirements before making a disclosure so that the Parties may seek an appropriate protective order or another appropriate remedy

- b. For all Work Plan-related meetings, the Client, at Client expense, will provide the location, adequate facilities, room, food, staff, binders, chairs, tables, pens, pencils, name tags, and other materials, and logistical support to ensure attendance, as well as computer equipment, technology, video projectors (to project Coach or allow for meeting via video conference or audio conference), printed documents, document production, email preparation, and other supports.

3. Compensation

- a. In consideration of the coaching services rendered, the Client shall pay the Coach \$12 ,000 in accordance with the Work Plan. The coach will bill the Client monthly \$1,000.
- b. The compensation set out in the Work Plan will be the Coach's sole compensation under this agreement.

4. Expenses

- a. The coach will have expenses covered by Elliott and McMahon, LLC.

5. Nature of Relationship

- a. The relationship of the Parties under this Agreement is one of the independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement.
- b. Neither Party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- c. Coach shall be responsible for any taxes or penalties assessed by reason of any claim that Coach is an employee of the Client. Client and Coach specifically agree that Coach is not an employee of the client for tax or other purposes.
- d. The Coach has the sole right to control and direct the method, manner, and means by which the services will be performed. The coach is not required to perform services during a fixed hourly or daily time at the Client's premises. The Coach will determine the order and sequence of work to be completed by the Coach. The Coach and the Coach's Agents or staff will perform the services. The Coach shall not be required to hire, supervise, or pay any Client or Client's Agents, staff, or assistants for any help provided to the Coach under this Agreement.
- e. During the Agreement, the Coach is free to engage in other independent contracting activities.

6. Work Product and Intellectual Property

- a. Coach has sole copyright and intellectual property interest with respect to all materials developed prior to or under this Agreement or Work Plan.
- b. Coaches may reproduce all or part of Workshop materials for any purpose and in any forum without prior permission of the other Party.

7. Promotion, Advertisement, Use of Trademarks, Photography, Video, and Audio

- a. Parties consent to the use of their names, logos, and likeness for positive promotional purposes on advertising, flyers, websites, social media, or any other positive format, purpose, or medium.
- b. Parties may produce, reproduce, utilize, post, or repost any photograph, video, or audio made available in any medium by the Parties related to the Work Plan.

8. Confidentiality

- a. The Parties shall hold in trust for the other party and shall not disclose to any non-party to the Agreement or use any Confidential Information of the other Party before, during, or after the term of this Agreement. Confidential information relates to the Coach and Client and Client School Board Members. Confidential Information includes the party's conversations, data, documents, emails, texts, information, research, practices, trade secrets, concerns, problems, conflicts, legal or compliance matters, or business affairs.
- b. The obligations and restrictions in 8a do not apply to that part of the Confidential Information that: (a) was or becomes publicly available; (b) is required to be disclosed by any law, regulation, or rule or requested or legally compelled by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes, (c) or is required by a regulatory body. However, the Parties shall provide prompt notice of these requests or requirements before making a disclosure so that the Parties may seek an appropriate protective order or another appropriate remedy.

9. Assignment and successor and assigns

- a. Coach agrees that it will not assign, sell, transfer, or otherwise dispose of any rights or obligations under this Agreement.
- b. Nothing in this Agreement shall prevent the consolidation of the Coach with, or merger into, any other entity or sale of the Coach or all its properties or assets or assignment of its Agreement and performance of its obligations to any successor in interest or any Affiliated Company.
- c.

10. Disputes and Breach

- a. Any disputes or breach or threatened breach that arise between the Parties with respect to the performance of this contract shall first be submitted to a mediator for mediation that the Parties determined through mutual agreement. Parties will share equally in all costs of mediation. If mediation is unsuccessful in resolving the disputes of the parties, either party may proceed to a court of competent jurisdiction in North Dakota.

11. Liability

- a. Coach makes no warranties, whether written, oral, or implied, including without limitation, warranty of fitness for purpose or merchantability.
- b. In no event shall Parties be liable for special or consequential damages, either in contract or

tort, whether or not the possibility of such damages has been disclosed to Parties in advance or could have been reasonably foreseen by Parties, and in the event, this limitation on damages is held unenforceable then the Parties agree to \$100 as liquidated damages and not as a penalty.

12. Enforceable

- a. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of either Party against either Party whether predicated on this Agreement or otherwise.

13. Indemnification

- a. Client hereby indemnifies and agrees to defend and hold harmless the Coach from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from the Client's operation or business, the Client's breach or alleged breach of, or its failure or alleged failure to perform under any agreement to which it is a party, Client's breach of any of its obligations or representations under this Agreement, Client's failure to comply with state or federal law or regulation, including court costs and reasonable attorney's fees, arising out of or relating to the services performed by the Coach under this Agreement. The client's obligation shall survive the termination of this agreement for any reason.
- b. To the fullest extent permitted by law, Coach shall indemnify and hold Client harmless from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from the performance of the work required under this Contract but only to the extent caused by the action of Coach, Coach's partner(s), anyone directly or indirectly employed by Coach/them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

14. Applicable law

- a. Coach shall be held harmless by Client for violation of any government procurement regulation, other state or federal law, regulation, or rule, to which it may be subject arising from this Agreement.
- b. This Agreement shall be construed in accordance with the laws of North Dakota. The laws of the state of North Dakota govern this agreement (without giving effect to its conflicts of law principles).
- c. Both Parties consent to the personal jurisdiction of the state and federal courts in the United States and North Dakota.

15. Severability; Enforcement

- a. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or

void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and call covenants shall be enforceable.

16. Force Majeure

- a. A Party will not be considered in breach or in default because of and will not be liable to the other party for any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar technology events beyond that party's reasonable control, such as Zoom power outage or break-down (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable, notify the other Party, and the parties shall work to reschedule at a mutually convenient time and shall act in good faith in said scheduling.

1. No Modification Unless in Writing

- a. No modification of this Agreement or the Work Plan shall be valid unless in writing and agreed upon by both Parties.

2. Electronic signatures

- a. This Agreement, Agreements ancillary to this agreement, the Work Plan, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by email or another electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

3. Notices

- a. Each Party giving or making any notice, request, demand, or other communication required or permitted by this Agreement shall give notice in writing and use one of the following types of delivery, each of which is writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return receipt requested), nationally recognized overnight courier (fees prepaid), or email.

IN WITNESS WHEREOF, each of the Parties has executed this coaching Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Director: _____

Date: _____:

Elliott and McMahon, LLC _____

Date: _____

- b. Parties may produce, reproduce, utilize, post, or repost any photograph, video, or audio made available in any medium by the Parties related to the Work Plan.

17. Confidentiality

- a. The Parties shall hold in trust for the other party and shall not disclose to any non-party to the Agreement or use any Confidential Information of the other Party before, during, or after the term of this Agreement. Confidential information relates to the Coach and Client and Client School Board Members. Confidential Information includes the party's conversations, data, documents, emails, texts, information, research, practices, trade secrets, concerns, problems, conflicts, legal or compliance matters, or business affairs.
- b. The obligations and restrictions in 8a do not apply to that part of the Confidential Information that: (a) was or becomes publicly available; (b) is required to be disclosed by any law, regulation, or rule or requested or legally compelled by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes, (c) or is required by a regulatory body. However, the Parties shall provide prompt notice of these requests or requirements before making a disclosure so that the Parties may seek an appropriate protective order or another appropriate remedy.

18. Assignment and successor and assigns

- a. Coach agrees that it will not assign, sell, transfer, or otherwise dispose of any rights or obligations under this Agreement.
- b. Nothing in this Agreement shall prevent the consolidation of the Coach with, or merger into, any other entity or sale of the Coach or all its properties or assets or assignment of is Agreement and performance of its obligations to any successor in interest or any Affiliated Company.

19. Disputes and Breach

- a. Any disputes or breach or threatened breach that arise between the Parties with respect to the performance of this contract shall first be submitted to a mediator for mediation that the Parties determined through mutual agreement. Parties will share equally in all costs of mediation. If mediation is unsuccessful in resolving the disputes of the parties, either party may proceed to a court of competent jurisdiction in North Dakota.

20. Liability

- a. Coach makes no warranties, whether written, oral, or implied, including without limitation, warranty of fitness for purpose or merchantability.
- b. In no event shall Parties be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Parties in advance or could have been reasonably foreseen by Parties, and in the event, this limitation on damages is held unenforceable then the Parties agree to \$100 as liquidated damages and not

as a penalty.

21. Enforceable

- a. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of either Party against either Party whether predicated on this Agreement or otherwise.

22. Indemnification

- a. Client hereby indemnifies and agrees to defend and hold harmless the Coach from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting from the Client's operation or business, the Client's breach or alleged breach of, or its failure or alleged failure to perform under any agreement to which it is a party, Client's breach of any of its obligations or representations under this Agreement, Client's failure to comply with state or federal law or regulation, including court costs and reasonable attorney's fees, arising out of or relating to the services performed by the Coach under this Agreement. The client's obligation shall survive the termination of this agreement for any reason.
- b. To the fullest extent permitted by law, Coach shall indemnify and hold Client harmless from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from the performance of the work required under this Contract but only to the extent caused by the action of Coach, Coach's partner(s), anyone directly or indirectly employed by Coach/them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

23. Applicable law

- a. Coach shall be held harmless by Client for violation of any government procurement regulation, other state or federal law, regulation, or rule, to which it may be subject arising from this Agreement.
- b. This Agreement shall be construed in accordance with the laws of North Dakota. The laws of the state of North Dakota govern this agreement (without giving effect to its conflicts of law principles).
- c. Both Parties consent to the personal jurisdiction of the state and federal courts in the United States and North Dakota.

24. Severability; Enforcement

- a. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places,

and circumstances shall remain in full force and effect, and call covenants shall be enforceable.

25. Force Majeure

- a. A Party will not be considered in breach or in default because of and will not be liable to the other party for any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar technology events

beyond that party's reasonable control, such as Zoom power outage or break-down (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable, notify the other Party, and the parties shall work to reschedule at a mutually convenient time and shall act in good faith in said scheduling.

26. No Modification Unless in Writing

- a. No modification of this Agreement or the Work Plan shall be valid unless in writing and agreed upon by both Parties.

27. Electronic signatures

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28. Notices

- a. Each Party giving or making any notice, request, demand, or other communication required or permitted by this Agreement shall give notice in writing and use one of the following types of delivery, each of which is writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return receipt requested), nationally recognized overnight courier (fees prepaid), or email.

IN WITNESS WHEREOF, each of the Parties has executed this coaching Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Superintendent: _____ Date _____:

Elliott and McMahon, LLC _____ Date: _____

Attachment A:

Year 2 Work Plan:

Months 1-9

- Policy Review (Conducted at a board meeting with assistance from the coach)
- Board operations manual (This is created by the board in collaboration with the Superintendent and the coach.....may take review and discussion at board meeting)
- Community Meeting design and organization (This is designed by the coach in collaboration with the board)

Months 1-12

- Board and superintendent Work the processes
- Coach monitors and supports the processes

Months 1-12

Ongoing:

- Time track board meetings
- Quarterly Evaluations
- On Demand Superintendent support
- On Demand Board President support
- Periodic meetings with Superintendent and Board President
- On Demand Board Member support