



Board Meeting Minutes – 3.29.2021

ZOOM Meeting

10:30 a.m. (CST)

Mission Statement: To protect the public and ensure compliance with the ND Century Code Chapter 43-44.

Present – Board Members: Brooke Fredrickson, Wendy Mankie, Shaundra Ziemann-Bolinske, Nancy Overson and Linda Schloer

Also present was Pat Anderson, NDBODP Executive Secretary

Guests: Joan Enderle

I. Call to Order

Chair, Brooke Fredrickson called the meeting to order at 10:30 a.m.

II. Procedure for Guests

Brooke welcomed guests and explained that guests could not actively participate in the discussion.

III. Approval of 2.19.2021 Board Meeting Minutes

Nancy Overson moved to approve the minutes as written; Linda Schloer seconded the motion. Passed.

IV. Legislative Update

Pat provided a legislative update.

- SB 2187 was passed on 3/11/2021 in the House Human Services Committee 14 – 0 with two amendments.
- HOUSE AMENDMENTS TO ENGROSSED SENATE BILL NO. 2187
- Page 6, line 5, after "25." insert " " Provisional license " means a license granted to an applicant who has submitted the information required in section 43 - 44 - 12 and applied for examination but has not completed the examination successfully yet.
Page 6, line 23, replace "26." with "27."
Page 6, line 27, replace "27." with "28."
Page 7, line 1, replace "28." with "29."
Page 8, line 28, overstrike "limited permit" and insert immediately thereafter "provisional license"
Renumber accordingly

- **3/16/2021 House Vote on the SB 2187 with amendments Yays 81 Nays 12**
- **3/17/2021 SB 2187 was returned to the Senate**

The Senate usually waits until there are several amendments to vote on and then they vote on them all at once. Once they vote on it the governor has 3 days to sign the bill.

V. Executive Secretary Applicants

Brooke Fredrickson turned the meeting over to Linda Schloer and Pat Anderson to provide their recommendation on a candidate for the executive secretary. Three candidates were interviewed for the position during the month and all candidates are highly qualified. The cover sheet and the resumes were provided to the board members. Linda and Pat had ranked the candidates with Brooke Fredrickson as the first choice due to her experience serving on the board and her legislative role during the past two legislative sessions. Nancy Overson moved to offer the position to Brooke Fredrickson; Wendy Mankie seconded the position. Roll call vote: Yeas – Nancy, Wendy, Linda, and Shaundra. Abstaining from the vote was Brooke Fredrickson.

VI. Executive Secretary Offer

Brooke Fredrickson was asked to leave the meeting while the board went into executive session to discuss an executive secretary offer. The board went into executive session at 10:45 a.m.

VII. Employment Contract Offer

The meeting was opened to the public at 11:24 a.m. Brooke Fredrickson was provided a contractual offer (refer to attachment 1). Brooke Fredrickson stated that she would like to talk with her husband and provide an answer by end of the day.

VIII. Next Meeting Date

May 7th at 1 p.m. CDT via ZOOM

IX. Adjourn

Shaundra moved to adjourn the meeting; Linda seconded the motion. Passed. The meeting was adjourned at 11:45 a.m.

Respectfully Submitted,



Pat Anderson, NDBODP Executive Secretary

EMPLOYMENT CONTRACT NDBODP EXECUTIVE SECRETARY

Agreement made, effective as of **May 1, 2021** by and between, North Dakota Board of Dietetic Practice (NDBODP) and **Brooke Fredrickson**, referred to as Executive Secretary (ES).

SECTION ONE INDEPENDENT CONTRACTOR

NDBODP agrees to hire the Executive Secretary as an independent contractor beginning May 1, 2021 through September 30, 2021.

The ES shall be responsible for the following functions:

- serving as primary contact for the NDBODP and processes incoming emails, mail, phone calls and faxes
- communicating information to board members or legal counsel as needed
- processing of license applications and renewals
- maintaining licensee databases
- reporting disciplinary actions to the National Practitioner Database
- preparing materials for board meetings and listing meetings on the ND Secretary of State website
- sending out annual renewal notices to licensees
- attending and preparing of board meeting minutes
- providing written verification of licenses as requested
- updating of NDBODP website
- making accounting entries in QuickBooks
- handling of financial disbursements
- preparing of annual financial report to the State Auditor's Office
- preparing of annual budget
- facilitating of strategic planning with the board
- carrying out other projects as determined by the board

SECTION TWO SALARY

For the term of this agreement, NDBODP agrees to pay ES a salary \$1038.50 (\$33.50/hr.) in monthly installments of \$1038.50.

Additional job duties and/or special projects would be considered for additional compensation of \$33.50/hour upon approval of the NDBODP.

The ES as an independent contractor is responsible for paying all required social security, medicare, and payroll taxes from the salary from NDBODP.

SECTION THREE EXPENSE ACCOUNT

The ES shall be reimbursed for expenses related to carrying out the business functions of NDBODP. Reimbursement for such expenses shall be separate from the salary and will be made payable either to the respective billing party or to _____ (if paid personally) on a monthly basis. The ES shall maintain records and receipts for all such expenses.

Reimbursement for business related expenses shall include:

- a phone line for NDBODP to be reimbursed at \$20/month
- mailing service fees and postage
- printing related expenses for copies and stationery
- office supplies utilized in NDBODP functions (i.e. paper, ink cartridge, labels, envelopes)
- mileage and meal expense paid at state rate per diem for travel related to NDBODP functions (traveling to post office, bank and NDBODP meetings etc.);
- other miscellaneous expenses

SECTION FOUR TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any time on a finding of a breach of professional ethics by either party or a disclosure by either party of confidential information.

SECTION FIVE RENEWAL

This agreement will be renewed automatically annually unless written notice of termination is given 30 days prior to date when this agreement is set to expire.

SECTION SIX ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION SEVEN MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by either party or an authorized representative of each party.

**SECTION EIGHT
GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Dakota.

**SECTION NINE
ASSIGNMENT OF RIGHTS**

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION TEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness where, each party to this agreement has caused it to be executed on the date indicated below.

(NDBODP) _____

Date: _____

(ES) _____

Date: _____