

# Northeast Education Service Cooperative Joint Powers Agreement

1. The Southern School District No. 8 (Cando), North Central School District No. 28 (Rock Lake) Munich School District No. 19, Starkweather School District No. 44, Border Central School District No. 14, Bisbee-Egeland School District No. 2, Leeds School District No. 6, Adams/Edmore School District No. 128 & No. 2, Langdon School District No. 23, Devils Lake School District No. 1, Minnewaukan School District No.5, Lakota School District No. 66, Warwick School District No. 29, Four Winds School District No. 30, Rolette School District No. 29, Wolford School District No. 1, McVillage School District (Dakota Prairie No.1), (hereafter, Members), Maddock School District No. 9, in cooperation with Lake Region State College, Lake Region Special Education, and Cankdeska Cikana (Little Hoop) Community College as cooperating parties, and **Northeast Career Tech Prep, Lake Area Teacher Center, Minot State University** as collaborating partners ,making up the Northeast Education Service Cooperative enter into this joint powers agreement (hereafter, Agreement) under NDCC Ch. 54-40.3 for the purpose of providing improved education services within the geographic area of the Members.
2. **Membership:** Any school district, other political subdivision, agency or organization may join this agreement as a Member or as a Cooperating Party, by signing this agreement, with the concurrence of the current Members by resolution. Regular member and new member dues structure is \$1,000 for the current year. Non-public and/or private school districts will be charged \$1,000 membership plus pay the same per-pupil allocation that is paid for public schools each year. (See Attachment No 3.) **Any political subdivision, agency or organization may request to join as a “Collaborative Partner”. Collaborative Partners will serve as non-voting, non-paying members with mutual interests in administrative and student service activities.**
3. **Governing Board:** The governing body is the Governing Board for purposes of this Agreement, consisting of one member appointed by each Member. The Governing Board will select officers for terms as determined by the Governing Board. The Governing Board will act by two-thirds agreement of all members for fiscal management, and will act by simple majority agreement of members present in all other service initiatives. In the absence of agreement as set forth, the ability to act on initiatives shall return to the individual Member district.
4. **Administrative Board:** The Governing Board shall delegate authority for implementation of the purpose of the Agreement to an Administrative Board. Officers will include a Chair and a Vice-Chair. The Chair will serve as lead administrator for the Administrative Board and will serve a two-year term running on odd years beginning July 1 and ending June 30. The Vice-Chair will assume the position of Chair beginning July 1 of the odd year. The Vice-Chair must be nominated and elected by ballot biennially by members of the Board. The Administrative Board will communicate recommendations to the Governing Board for final approval of administrative and student service initiatives. The Administrative Board will act by simple majority agreement for recommendations to the Board on fiscal management and service initiatives.

5. **Budget:** With the assistance of the Administrative Board, the Governing Board will approve an annual operating budget from funds contributed by the Members and any other funds received by the Governing Board. The Governing Board may authorize the Administrative Board to receive and expend funds from any source for the purpose of implementing activities approved by the Governing Board. The Governing Board will designate a fiscal agent for financial administration of the agreement. The Governing Board may not create obligations on behalf of the North Dakota University System.
6. **Program Implementation:** In order to implement the purpose of the Agreement, the Governing Board may carry out all necessary activities that the Members are authorized to carry out in the areas outlined in Attachment No. 1 to this Agreement. It is understood that the Members seek to transfer the maximum authority to the Governing Board to carry out the purposes of the Agreement. In the interest of securing the reasonable local identity interests of the Members, each Member retains and reserves all authority not delegated to the Governing Board in this paragraph and, particularly, the authority identified in Attachment No. 2. Attachment No. 1 and Attachment No. 2 may be amended from time to time with the unanimous approval of the Governing Board.
7. **Property:** Any real property and equipment purchased pursuant to the Agreement shall be the property of the Northeast Education Service Cooperative. The Governing Board may acquire, hold and dispose of real and personal property used in pursuit of its activities. The Cooperative will establish and maintain a separate Cooperative property inventory.
8. **Member Withdrawal:** A Member may withdraw from the Agreement only at the end of the fiscal year (**June 30**) upon written notice of intention to do so to all other Members at least six months (**December 1**) in advance of the end of the fiscal year. At the withdrawal of any Member, that Member will receive the balance of any unexpended funds contributed by the Member to the Northeast Education Service Cooperative and title to any real property and equipment of the Northeast Education Service Cooperative originally contributed by the Member, as determined by the Governing Board. The Cooperative will retain all other funds and title to all other property and equipment.
9. **Termination:** This agreement may be terminated by mutual agreement of all Members. Before terminating the Agreement, the Members will consult together, seek outside fact-finding services and seek mediation services to resolve any conflict. At the termination of this agreement, all funds, real property and personal property shall be the property of a member designated by the Governing Board to be held in trust for transfer to the successor joint powers agreement entered into by a majority of the Members of this agreement or to the Members.
10. **Amendment:** Any Member may propose amendments to the Agreement by submitting copies of the proposed amendment to all Members in writing, at least thirty days before they are considered by the Governing Board. The agreement may be amended by adoption of a proposed amendment by two-thirds majority vote of the Members.
11. **Accepting Assistance:** The Governing Board may accept gifts, grants, and other assistance for carrying out the purpose of this Agreement.

12. **Funding Assistance:** The Governing Board may apply for federal or state or other public or private funds for carrying out the purpose of this Agreement.
13. **Liability Coverage:** The Governing Board shall assure that appropriate liability coverage is in place for personnel and programs operated as part of this Agreement.
14. **Scope of Activities:** The Governing Board may undertake any other activities necessarily related to carrying out the purpose of the Agreement.
15. **Effective Date:** This Agreement is effective upon approval of the governing boards of the Members and execution by representatives of the Members on January 4, 2002, or thereafter and shall remain in effect continuously until terminated.
16. **Purchased Services:** Members will annually complete an NESC Letter of Commitment approved by their local school board by May 1 of the current year to purchase services from the NESC. Registration fees will be assessed as determined and approved by the Lead Administrators and Governing Board for special initiatives. Non-members will be assessed fees at twice the rate.

**Last Revision - 3-08-06**  
**1<sup>st</sup> Reading – Section 2 - Proposed Amendment 1-10-07**  
**2<sup>nd</sup> Reading – Section 2 – Proposed Changes 3-7-07**  
**1<sup>st</sup> Reading Section 8 – Proposed Amendment – 3-7-07**  
**1<sup>st</sup> Reading Section 16 – Addition to JPA Agreement – 3-7-07**  
**Reviewed and Revised – 10-8-14**

**This Agreement has been approved and adopted by the following Members:**

/s/ Southern School District #8, G. E. Westlind

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/s/ Bisbee-Egeland #2, Steven Peters

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/s/ North Central #28 Rocklake, Robyn Jacobsen

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/s/ Starkweather District 44, Keith Nielsen

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/s/ Munich School District, Dawn Pankratz

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/s/ Border Central School District, Beverly Gage

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/s/ Devils Lake School District, Curtis Sinness

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/s/ Lakota School District #66, Harold S. Bergquist

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/s/ Adams-Edmore, Allen Sorbo

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/s/ Leeds, Mark Swanson

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/s/ Minnewaukan, David Ambers

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/s/ Warwick School District, Steve Jacobson

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/s/ Four Winds Community Schools, Charles Guthrie

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School District

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School District

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**Acknowledgements:**

This Agreement has been acknowledged by the following:

/s/ Becky Ellingson, Cankdeska Cikana (Little Hoop) Community College

/s/ Sharon Etemad, Lake Region State College

/s/ Becky Ellingson, Turtle Mountain Community College

/s/ Carol Goodman, Cavalier County Job Development Authority

/s/ Representative Gene Nicholas, Cando, District 15

/s/ Senator Mike Every, Minnewaukan District 12

/s/ Tom Decker, North Dakota Department of Public Instruction

/s/ Senator Jack Traynor, Devils Lake, District 15

/s/ Representative Arlo Schmidt, Maddock, District 12

/s/ JoAnn Rodenbiker, NDAREC

/s/ Richard Kunkel, North Dakota State Board of Higher Education

## **Joint Powers Agreement Attachment No. 1**

The following are the areas in which the Members have delegated and authorized the Governing Board to carry out all necessary activities to implement the purposes of the Agreement on their behalf:

1. **Professional Development (Learning):** The NESC is a leader and model in coordinating, facilitating, and marketing high quality professional development (learning) opportunities to schools (e.g., in partnership with organizations such as DPI, ESPB, ND University System, ND LEAD Center, Teacher Learning Centers, and schools).
  
2. **Data Systems:** The NESC helps schools to effectively collect, analyze, and interpret student achievement data. REAs help schools to effectively use data to monitor and measure student achievement and make decisions to appropriately adjust instruction to increase student achievement.
  
3. **School Improvement:** The NESC supports the Department of Public Instruction by helping schools to develop, implement, monitor, and measure their school improvement goals.
  
4. **Curriculum Enrichment:** The NESC facilitates the expansion and enrichment of the curriculum in schools (e.g., particularly rural schools through online, ITV, hybrid, or other innovative approaches including systems that allow students to take courses of particular interest to them that are not offered in their respective REA but are offered in another REA in the state).
  
5. **Governance and Leadership**

These subjects would be administered through a joint budget and budget expenditure administration.

**Joint Powers Agreement  
Attachment No. 2**

In the interest of securing the reasonable local identity interests of the Members, each Member retains and reserves particularly, the following authority:

- Athletics/extracurricular activities
- Teacher negotiations
- Mill levy changes
- Local school district building uses changes
- Local school district budget approval, within the joint powers agreement framework and planning (Special education model) with advance payment into the shared pool for shared services
- Title I, II, and IV programs (in order to maximize funding and then shared in implementation)
- Employee administration and evaluation (for employees serving only local services)
- Snow removal
- Building maintenance

**Joint Powers Agreement  
Attachment No. 3**

Pursuant to Section 2 of this agreement, the following school district, other political subdivision, agency or organization join this agreement as a Member of the Northeast Education Service Cooperative:

Signature: \_\_\_\_\_ for \_\_\_\_\_ with the  
concurrence resolution of the \_\_\_\_\_ dated  
\_\_\_\_\_.

Signature: \_\_\_\_\_ for \_\_\_\_\_ with the  
concurrence resolution of the \_\_\_\_\_ dated  
\_\_\_\_\_.

Signature: \_\_\_\_\_ for \_\_\_\_\_ with the  
concurrence resolution of the \_\_\_\_\_ dated  
\_\_\_\_\_.

Signature: \_\_\_\_\_ for \_\_\_\_\_ with the  
concurrence resolution of the \_\_\_\_\_ dated  
\_\_\_\_\_.