

# Northeast Education Services Cooperative Bylaws

## ARTICLE I

### Name

The name of the joint powers agreement is Northeast Education Services Cooperative.

## ARTICLE II

### Offices

**Principal Office.** The location of the principal office of the joint powers agreement is Devils Lake, North Dakota. The joint powers agreement may change the location of the principal office of the joint powers agreement and establish other offices, either within the state of North Dakota, as the Governing Board may designate.

## ARTICLE III

### Governing Board

1. **Management.** A Governing Board (hereafter referred to as Board), shall manage the affairs of the Northeast Education Services Cooperative.
2. **Number and Selection of Members.** The number of members is not more than twenty-five. The Board may change the number of members by unanimous agreement of the existing members. A member of the Board is selected by each member, in which member is defined as a local school board member, or cooperating participant, defined as a paid member, of the joint powers agreement (hereafter referred to as appoint authority).
3. **Term of Members.** The term of all members is continuous by appointment of the Member school board or other organization.
4. **Meetings.** The Board may provide for holding regular meetings at such times and places, in person or by telephone conference call or by video conference or by other means, as designated by the Board or by the Chair. Special meetings of the Board may be called by the Chair or upon the written request of any member to the Chair and must be held at such place as the Board may determine.

5. **Notice of Meeting.** Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, must be delivered not less than three days before the date of that meeting, either personally or by mail, by or at the direction of the Chair or member calling the meeting, to each member, unless notice is waived by a writing or by attendance. If mailed, the notice is deemed to be delivered when deposited in the United States mail, addressed to the member at the member's address as it appears on the books of the joint powers agreement, with postage prepaid. Public notice will be provided consistent with North Dakota statutes.

6. **Quorum.** Quorum, is defined as the members present for the transaction of business at any meeting of the Board. Each Member is entitled to one vote.

7. **Executive and Other Committees.** The Board, by resolution, may designate from among its members an executive committee and other committees, each committee consisting of two or more members and serving at the pleasure of the Board. The Board may appoint other persons to other committees for designated terms.

8. **Reimbursement.** A member may not receive compensation for services, but may receive reimbursement of expenses incurred in connection with the office of the member.

## ARTICLE IV

### Officers

1. **Officers.** The officers of the joint powers agreement consist of a Chair and Vice-Chair. . The officers of the joint powers agreement must be nominated and elected by secret ballot biennially by the Board from among the members. The term of office consists of the two calendar years following election. The election must be held at a Board meeting following the start of the fiscal year in the even-number year and before the beginning of the next calendar year. Each elected officer holds office until that officer's successor has been duly elected and qualified.

2. **Executive Committee.** The Executive Committee shall consist of the governing board chair and vice-chair, the lead administrator chair and vice-chair, and the executive director. The governing board chair shall be the chairperson of the executive committee; in event of absence the governing board chair shall designate the governing board vice-chair.

3. **Removal.** Any officer elected by the Board may be removed by a majority vote of the members, after a thirty-day notice to all members of such intended action.

4. **Vacancy.** A vacancy in any office, because of death, resignation, removal, disqualification, or other cause, may be filled by the Board for the unexpired portion of the term.

5. **Powers and Duties.** The officers have such powers and shall perform such duties as may, from time to time, be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer has the powers and authority, and may perform and discharge the duties, of officers of the same title serving the same or similar general purposes and objectives as a school board in North Dakota.

## ARTICLE V

### Authorization

1. **Authority.** The Board may appoint or employ any officer or agent of the joint powers agreement and authorize any officer or agent to enter into any contract or execute and deliver any instrument, or provide any service or implement any program, in the name of and on behalf of the corporation.

2. **Banking.** All checks, drafts, or orders for the payment of money, notes, and other evidences of indebtedness issued in the name of the joint powers agreement must be signed by such officer or agent of the joint powers agreement and in such manner, as from time to time, may be determined by resolution of the Board. In the absence of a determination by the Board, these instruments must be signed by the secretary/treasurer and counter-signed by the Chair or Vice-Chair of the Board.

3. **Depositories.** All funds of the joint powers agreement must be deposited from time to time to the credit of the joint powers agreement in such banks, trust companies, and other depositories as the Board may select.

4. **Acceptance of Gifts.** The Board may accept, on behalf of the joint powers agreement, any contribution, gift, bequest, or devise for any purpose of the joint powers agreement.

## ARTICLE VI

### Records

1. **Books and Records.** The joint powers agreement must keep correct and complete books and records of account, and minutes of the proceedings of its

meetings. These records must be kept at the principal office of the joint powers agreement.

2. **Member Names.** The names and addresses of the members must be made available to the public at the principal office of the corporation.

## **ARTICLE VII**

### **Fiscal Year**

**Fiscal Year.** The fiscal year of the joint powers agreement is July 1 to June 30.

## **ARTICLE VIII**

### **Amendments to the Bylaws**

**Amendments.** The Board may amend or repeal these bylaws by a simple majority of the quorum. Changes to the By-Laws must require two readings, with the first reading held during a scheduled Board meeting. Under extreme circumstances, the Board may exercise the option to utilize a proxy vote through such means as: mail, e-mail, FAX, etc. When a proxy voted is employed, only returned ballots will constitute an official vote

Approved by resolution of the Governing Board January 4, 2002

Attested:\_\_\_\_\_

Date:\_\_\_\_\_

**Last Revision - 4-13-05**