

Fifty-ninth  
Legislative Assembly  
of North Dakota

ENGROSSED SENATE BILL NO. 2168

Introduced by

Senators G. Lee, Heitkamp, Wardner

Representatives Delmore, D. Johnson, N. Johnson

1 A BILL for an Act to amend and reenact sections 15.1-07-28, 15.1-09-06, and 15.1-27-40 of the  
2 North Dakota Century Code, relating to educational associations governed by joint powers  
3 agreements; to provide for a legislative council study; and to provide an appropriation.

4 **BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

5 **SECTION 1. AMENDMENT.** Section 15.1-07-28 of the North Dakota Century Code is  
6 amended and reenacted as follows:

7 **15.1-07-28. Educational association - Joint powers agreement - Approval Review**  
8 **by superintendent of public instruction - Criteria.** ~~If Before school districts participating in~~  
9 ~~an educational association governed by a joint powers agreements under chapter 54-40.3 wish~~  
10 ~~to agreement may receive reimbursement for expenses any moneys, as provided in section~~  
11 ~~15.1-27-40, the school districts must request that the superintendent of public instruction~~  
12 ~~approve their shall review the joint powers agreement. ~~In order for the superintendent of public~~~~  
13 ~~instruction to approve a joint powers agreement, the superintendent shall determine and~~  
14 ~~annually and verify that:~~

- 15 1. a. The ~~participating~~ school districts ~~are contiguous; and~~  
16 b. ~~(1) The participating in the agreement have:~~  
17 a. A combined total land mass of ~~the participating school districts exceeds four-~~  
18 ~~at least five thousand eight hundred square miles [4035995 1502193~~  
19 ~~hectares];~~  
20 ~~(2) The~~  
21 b. A combined total land mass of ~~the participating school districts exceeds two~~  
22 ~~at least four thousand five hundred square miles [647497 1165494 hectares]~~  
23 ~~and the participating school districts number at least six twelve; or~~  
24 ~~(3) The~~

- 1           c. ~~A combined total land mass of the participating school districts exceeds two~~  
2           ~~at least four thousand five hundred square miles [1035995 hectares] and the~~  
3           ~~total number of~~ have at least three thousand students in average daily  
4           membership in the participating school districts exceeds two thousand five  
5           hundred.
- 6           2. ~~The joint powers agreement provides that a school district contiguous to any~~  
7           ~~school district already participating in the joint powers agreement may become a~~  
8           ~~participant in the agreement at any time.~~
- 9           3. ~~The joint powers agreement requires that the participating school districts agree to~~  
10           ~~maintain a joint operating fund, agree to share administrative functions, or agree to~~  
11           ~~implement various common requirements; provided that:~~
- 12           a. ~~If the participating school districts agree to establish a joint operating fund, the~~  
13           ~~joint powers agreement must require that during the first school year following~~  
14           ~~approval, the participating school districts shall establish a joint operating fund~~  
15           ~~equal to at least two percent of the participating districts' total expenditures for~~  
16           ~~the school year ending on the June thirtieth preceding the date of approval;~~  
17           ~~during the second school year following approval, the participating school~~  
18           ~~districts shall establish a joint operating fund equal to at least four percent of~~  
19           ~~the participating districts' total expenditures for the school year ending on the~~  
20           ~~June thirtieth preceding the date of approval; and during the fifth school year~~  
21           ~~following approval, the participating school districts shall establish a joint~~  
22           ~~operating fund equal to at least six percent of the participating districts' total~~  
23           ~~expenditures for the school year ending on the June thirtieth preceding the~~  
24           ~~date of approval;~~
- 25           b. ~~If the participating school districts agree to share administrative functions, the~~  
26           ~~joint powers agreement must require that during the first school year following~~  
27           ~~approval, all of the participating districts shall share in the administration of at~~  
28           ~~least three services; during the third school year following approval, all of the~~  
29           ~~participating districts shall share in the administration of at least five services;~~  
30           ~~and during the fifth school year following approval, all of the participating~~  
31           ~~districts shall share in the administration of at least seven services; and that~~

1                    ~~the list from which the participating districts must select the services to be~~  
2                    ~~shared consists of:~~

- 3                    ~~(1) Federal title program management;~~
- 4                    ~~(2) Staff development;~~
- 5                    ~~(3) Special education delivery;~~
- 6                    ~~(4) Curriculum development or delivery;~~
- 7                    ~~(5) Career and technical education delivery;~~
- 8                    ~~(6) Student instructional support;~~
- 9                    ~~(7) Media and technology;~~
- 10                   ~~(8) Business management;~~
- 11                   ~~(9) Distance learning;~~
- 12                   ~~(10) Student counseling;~~
- 13                   ~~(11) Food and nutrition;~~
- 14                   ~~(12) Facility safety and health;~~
- 15                   ~~(13) School accreditation and improvement; and~~
- 16                   ~~(14) Transportation; and~~

17                   e. ~~If the participating school districts agree to implement various common~~  
18                   ~~requirements, the joint powers agreement must require that during the first~~  
19                   ~~school year following approval, all of the participating districts shall implement~~  
20                   ~~at least three requirements; during the third school year following approval, all~~  
21                   ~~of the participating districts shall implement at least six requirements; and~~  
22                   ~~during the fifth school year following approval, all of the participating districts~~  
23                   ~~shall implement at least eight requirements; and that the list from which the~~  
24                   ~~participating districts must select the requirements to be implemented~~  
25                   ~~consists of:~~

- 26                   ~~(1) A common school calendar;~~
- 27                   ~~(2) A common class schedule;~~
- 28                   ~~(3) A common intranet communication system;~~
- 29                   ~~(4) A common class registration process for grades seven through twelve;~~
- 30                   ~~(5) A common curriculum for each grade level from kindergarten through~~  
31                   ~~six;~~

- 1                   ~~(6) A common student data system;~~  
2                   ~~(7) A common school improvement and staff development process;~~  
3                   ~~(8) Common services, as set forth in a five-year plan;~~  
4                   ~~(9) A school facilities plan; and~~  
5                   ~~(10) Joint funding of dual credit and advance placement courses. ;or~~  
6                   d. A combined total land mass of at least one thousand five hundred square  
7                   miles [388498 hectares] and have at least seven thousand five hundred  
8                   students in average daily membership.  
9                   2. The school districts participating in the agreement are contiguous to each other or,  
10                   if the districts are not contiguous to each other, the superintendent of public  
11                   instruction shall verify that the participating districts can provide sound educational  
12                   opportunities to their students in a fiscally responsible manner without injuring  
13                   other school districts or educational associations governed by joint powers  
14                   agreements and without negatively impacting the ability of other school districts or  
15                   educational associations governed by joint powers agreements from providing  
16                   sound educational opportunities to their students in a fiscally responsible manner.  
17                   A decision by the superintendent of public instruction under this subsection may be  
18                   appealed to the state board of public school education. A decision by the state  
19                   board is final.  
20                   3. The joint powers agreement requires that the participating school districts maintain  
21                   a joint operating fund and share various administrative functions and student  
22                   services in accordance with subsection 4.  
23                   4. a. During the first two school years in which an educational association  
24                   governed by a joint powers agreement is operational, each of the participating  
25                   school districts shall share in at least two administrative functions and two  
26                   student services, selected by the district.  
27                   b. During the third and fourth school years in which an educational association  
28                   governed by a joint powers agreement is operational, each of the participating  
29                   school districts shall share in at least three administrative functions and three  
30                   student services, selected by the district.

- 1           c. During the fifth school year in which an educational association governed by a  
2           joint powers agreement is operational, and each year thereafter, each  
3           participating school district shall share at least five administrative functions  
4           and five student services, selected by the district.
- 5           d. For purposes of this subsection:
- 6           (1) "Administrative functions" means:
- 7               (a) Business management;  
8               (b) Career and technical education services management;  
9               (c) Curriculum mapping or development;  
10              (d) Data analysis;  
11              (e) Federal program support;  
12              (f) Federal title program management;  
13              (g) Grant writing;  
14              (h) School improvement;  
15              (i) School safety and environment management;  
16              (j) Special education services management;  
17              (k) Staff development;  
18              (l) Staff retention and recruitment;  
19              (m) Staff sharing;  
20              (n) Technology support; and  
21              (o) Any other functions approved by the superintendent of public  
22              instruction.
- 23           (2) Student services means:
- 24               (a) Advanced placement classes;  
25               (b) Alternative high schools or alternative high school programs;  
26               (c) Career and technical education classes;  
27               (d) Counseling services;  
28               (e) Common elementary curricula;  
29               (f) Distance learning classes;  
30               (g) Dual credit classes;  
31               (h) Foreign language classes;

- 1                   (i)    Library and media services;  
2                   (j)    Summer programs;  
3                   (k)   Supplemental instruction programs; and  
4                   (l)    Any other services approved by the superintendent of public  
5                                instruction.
- 6           e.    For purposes of this subsection, if an educational association governed by a  
7                    joint powers agreement became operational before July 1, 2005, the 2005-06  
8                    school year must be considered the association's first year of operation.
- 9           5.    The joint powers agreement provides:
- 10           a.   Criteria for the future participation of school districts that were not parties to  
11                    the original joint powers agreement;
- 12           b.   An application process by which school districts that were not parties to the  
13                    original joint powers agreement can become participating districts; and
- 14           c.   A process by which school districts that were not parties to the original joint  
15                    powers agreement and whose application to participate in the agreement was  
16                    denied can appeal the decision to the superintendent of public instruction.
- 17   4- 6.   The joint powers agreement provides for the employment and compensation of a  
18                    chief an administrator and other staff necessary to carry out the provisions of the  
19                    agreement and the requirements of this ~~section and section 15.1-27-37~~ Act.
- 20           7.   The joint powers agreement provides for a governing board that consists only of  
21                    individuals who serve on the boards of the participating school districts or  
22                    designees of the respective school board members, provided however that a joint  
23                    powers agreement may allow for the inclusion of ex officio nonvoting members on  
24                    the educational association's board.
- 25           8.   The joint powers agreement provides that the board of the educational association  
26                    shall meet at least quarterly.
- 27           9.   The joint powers agreement does not permit the educational association to  
28                    compensate members of the educational association board and that it does not  
29                    permit the educational association to reimburse expenses incurred by any  
30                    individuals in their capacity as members of the educational association board.

1           **SECTION 2. AMENDMENT.** Section 15.1-09-06 of the North Dakota Century Code is  
2 amended and reenacted as follows:

3           **15.1-09-06. School board members - Compensation.**

- 4           1. Each school board shall set a level of compensation for services payable to its  
5 members. In addition to compensation for services, each member may be  
6 reimbursed for all necessary meals and lodging and travel expenses actually  
7 incurred while engaged in official business of the board, at the same rate as  
8 provided for state officers and employees. Any mileage claimed may not exceed  
9 the number of miles [kilometers] between the points traveled as measured by the  
10 most usual route.
- 11          2. Any member of a school board who serves on the board of an educational  
12 association governed by a joint powers agreement is deemed to be on official  
13 school board business for purposes of receiving compensation and reimbursement  
14 under this section, provided the superintendent of public instruction has reviewed  
15 the joint powers agreement and verified that it meets the requirements of section  
16 15.1-07-28.

17           **SECTION 3. AMENDMENT.** Section 15.1-27-40 of the North Dakota Century Code is  
18 amended and reenacted as follows:

19           **15.1-27-40. Approved joint powers agreement - Reimbursement by**  
20 **superintendent of public instruction.**

- 21          1. ~~The individual employed as a chief administrator for the purpose of carrying out the~~  
22 ~~provisions of a joint powers agreement and any requirements under section~~  
23 ~~15.1-07-27 shall~~ administrator of an educational association governed by a joint  
24 powers agreement which the superintendent of public instruction has verified as  
25 meeting the requirements of section 15.1-07-28 shall annually submit to the  
26 superintendent of public instruction, at the time and in the manner designated by  
27 the superintendent, receipts for expenses incurred during a school year in  
28 delivering services and programs under section 15.1-07-27.
- 29          2. ~~The superintendent of public instruction, upon verifying the receipts, shall~~  
30 ~~reimburse the chief administrator of the joint powers agreement for any expenses~~  
31 ~~incurred in delivering services and programs under the auspices of the joint~~

- 1            ~~powers agreement as provided in section 15.1-07-27. The reimbursement may not~~  
2            ~~exceed the lesser of:~~
- 3            ~~a. The total expenses incurred in delivering services and programs under~~  
4            ~~section 15.1-07-27; or~~
- 5            ~~b. Fifty thousand dollars.~~
- 6            ~~3. The chief a report detailing all expenses incurred by the educational association.~~  
7            ~~The administrator shall attribute the expenses on a per student basis by~~  
8            ~~participating school district.~~
- 9            ~~2. The administrator shall deposit any moneys received under subsection 2 in the~~  
10           ~~participating districts' section 5 into the educational association's joint operating~~  
11           ~~fund.~~
- 12           ~~4. The superintendent of public instruction may not provide any reimbursement to a~~  
13           ~~chief administrator under this section unless the joint powers agreement under~~  
14           ~~which the services and programs are delivered has been approved by the~~  
15           ~~superintendent.~~

16            **SECTION 4. LEGISLATIVE COUNCIL STUDY.** The legislative council shall consider  
17 studying the feasibility and desirability of using joint powers agreements to create associations  
18 of school districts for the sharing of administrative functions and student services and the  
19 short-term and long-term impacts of such agreements and associations on the adequate and  
20 equitable delivery of elementary and secondary education in this state. If the legislative council  
21 conducts this study, the legislative council shall report its findings and recommendations,  
22 together with any legislation required to implement the recommendations, to the sixtieth  
23 legislative assembly.

24            **SECTION 5. APPROPRIATION.**

- 25            1. There is appropriated out of any moneys in the general fund in the state treasury,  
26            not otherwise appropriated, the sum of \$3,000,000, or so much of the sum as may  
27            be necessary, to the superintendent of public instruction for the purpose of  
28            providing funding to eligible educational associations, for the biennium beginning  
29            July 1, 2005, and ending June 30, 2007.
- 30            2. a. The superintendent of public instruction shall use \$1,360,000, or so much of  
31            that sum as is necessary, to assist eligible educational associations with



- 1                    hiring and compensating staff; provided, however, that no eligible educational  
2                    association may receive more than \$250,000 under this subdivision during  
3                    the biennium.
- 4                    b.    The superintendent of public instruction shall use \$500,000, or so much of  
5                    that sum as is necessary, to provide through competitive grants funding for  
6                    pilot projects proposed by eligible educational associations.
- 7                    c.    The superintendent of public instruction shall use \$50,000, or so much of that  
8                    sum as is necessary, to reimburse eligible educational associations formed  
9                    on or after July 1, 2005, for expenses incurred in their formation.
- 10                   d.    The superintendent of public instruction shall use \$1,000,000, or so much of  
11                   that sum as is necessary, to provide payments in the amount of \$10 per  
12                   student during each year of the biennium, to each eligible educational  
13                   association, based on the number of students in average daily membership in  
14                   each school district participating in the association.
- 15                   3.    For purposes of this section, an "eligible" educational association is one that is  
16                   governed by a joint powers agreement which the superintendent of public  
17                   instruction has verified as meeting the requirements of section 15.1-07-28.