

Fifty-ninth
Legislative Assembly
of North Dakota

REENGROSSED 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 for the distribution of joint
4 powers agreement incentives.

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

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

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

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

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

- 1 ~~districts shall share in the administration of at least seven services; and that~~
2 ~~the list from which the participating districts must select the services to be~~
3 ~~shared consists of:~~
- 4 ~~(1) Federal title program management;~~
 - 5 ~~(2) Staff development;~~
 - 6 ~~(3) Special education delivery;~~
 - 7 ~~(4) Curriculum development or delivery;~~
 - 8 ~~(5) Career and technical education delivery;~~
 - 9 ~~(6) Student instructional support;~~
 - 10 ~~(7) Media and technology;~~
 - 11 ~~(8) Business management;~~
 - 12 ~~(9) Distance learning;~~
 - 13 ~~(10) Student counseling;~~
 - 14 ~~(11) Food and nutrition;~~
 - 15 ~~(12) Facility safety and health;~~
 - 16 ~~(13) School accreditation and improvement; and~~
 - 17 ~~(14) Transportation; and~~
- 18 e. ~~If the participating school districts agree to implement various common~~
19 ~~requirements, the joint powers agreement must require that during the first~~
20 ~~school year following approval, all of the participating districts shall implement~~
21 ~~at least three requirements; during the third school year following approval, all~~
22 ~~of the participating districts shall implement at least six requirements; and~~
23 ~~during the fifth school year following approval, all of the participating districts~~
24 ~~shall implement at least eight requirements; and that the list from which the~~
25 ~~participating districts must select the requirements to be implemented~~
26 ~~consists of:~~
- 27 ~~(1) A common school calendar;~~
 - 28 ~~(2) A common class schedule;~~
 - 29 ~~(3) A common intranet communication system;~~
 - 30 ~~(4) A common class registration process for grades seven through twelve;~~

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

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

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

1 permit the educational association to reimburse expenses incurred by any
2 individuals in their capacity as members of the educational association board.

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

5 **15.1-09-06. School board members - Compensation.**

- 6 1. Each school board shall set a level of compensation for services payable to its
7 members. In addition to compensation for services, each member may be
8 reimbursed for all necessary meals and lodging and travel expenses actually
9 incurred while engaged in official business of the board, at the same rate as
10 provided for state officers and employees. Any mileage claimed may not exceed
11 the number of miles [kilometers] between the points traveled as measured by the
12 most usual route.
- 13 2. Any member of a school board who serves on the board of an educational
14 association governed by a joint powers agreement is deemed to be on official
15 school board business for purposes of receiving compensation and reimbursement
16 under this section, provided the superintendent of public instruction has reviewed
17 the joint powers agreement and verified that it meets the requirements of section
18 15.1-07-28.

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

21 **15.1-27-40. Approved joint powers agreement - Reimbursement by**
22 **superintendent of public instruction.**

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

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

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

27 **SECTION 5. JOINT POWERS AGREEMENT INCENTIVES - DISTRIBUTION.**

- 28 1. The superintendent of public instruction shall distribute the moneys appropriated in
29 the JPA incentives line item in House Bill No. 1013, as approved by the fifty-ninth
30 legislative assembly, as follows:

- 1 a. The superintendent of public instruction shall use \$1,360,000, or so much of
2 that sum as is necessary, to assist eligible educational associations with
3 hiring and compensating staff; provided, however, that no eligible educational
4 association may receive more than \$250,000 under this subdivision during
5 the biennium.
- 6 b. The superintendent of public instruction shall use \$50,000, or so much of that
7 sum as is necessary, to reimburse eligible educational associations formed
8 on or after July 1, 2005, for expenses incurred in their formation.
- 9 c. The superintendent of public instruction shall use \$590,000, or so much of
10 that sum as is necessary, to provide payments in the amount of \$10 per
11 student during each year of the biennium, to each eligible educational
12 association, based on the number of students in average daily membership in
13 each school district participating in the association.
- 14 2. For purposes of this section, an "eligible" educational association is one that is
15 governed by a joint powers agreement which the superintendent of public
16 instruction has verified as meeting the requirements of section 15.1-07-28.