

ROUGH RIDER EDUCATION SERVICES PROGRAM REGIONAL EDUCATION ASSOCIATION AGREEMENT

Approved June 4, 2014
Amended November 6, 2019
Amended September 12, 2022

This **AGREEMENT** is made and entered into this ____ day of _____, 2022, by the between and undersigned Member school districts of Beach, Belfield, Billings County, Bowman County, Dickinson, Glen Ullin, Hebron, Hettinger, Killdeer, Lone Tree-Golva, Marmarth, Mott/Regent, New England, Richardton/Taylor, Scranton, South Heart and Twin Buttes or their authorized representatives, pursuant to the provision of the *North Dakota Century Code (N.D.C.C.).

1. PURPOSE: This Agreement is entered to facilitate compliance with the requirements of N.D.C.C., in order to qualify the Roughrider Education Services Program as a Regional Education Association (REA) which provides shared administrative functions and shared student services required by N.D.C.C. within the geographic areas of its member school districts.

2. MEMBERSHIP: The members of this REA include:

A. Current Members: The school districts as listed above are the parties to the Roughrider Education Services Program as a Regional Education Association.

B. Future Members: Any school district which was not a party to this agreement may join the Roughrider Education Services Program by complying with the following:

1) Criteria for Future Participation: The school district seeking membership must be a public school district which is either contiguous to a member school district or has received approval from the Superintendent of Public Instruction pursuant to the requirements of N.D.C.C. A decision by the Superintendent of Public Instruction may be appealed to the State Board of Public School Education, whose decision is final.

**References to North Dakota Century Code (N.D.C.C.) as found in Attachment A.*

2) Application Process: A written application shall be submitted to the Governing Board along with such documentation and information as may be requested by the Governing Board. A decision by the Governing Board denying an application to join the REA may be appealed to the Superintendent of Public Instruction.

3) Appeal of Membership Denial: The appeal from a Governing Board's denial of an application for membership in the REA must be filed in the office of the Superintendent of Public Instruction within thirty (30) days after notice of the denial has been sent to the applicant by regular mail. The Superintendent of Public Instruction's decision is final.

C. Ex Officio Members: Non-public school districts, political subdivisions and state agencies may apply for ex officio, non-voting membership, which application shall be voted upon by the Governing Board and shall require the approval of a majority of Governing Board members at a duly called meeting of the Governing Board at which a quorum is present. The decision of the Governing Board is final.

3. GOVERNING BOARD: The authority of governance of the REA shall rest with a Governing Board established as follows:

A. Members: The board shall consist of Eleven (11) members, a school board member and administrator designee from each of the five Sections, and one at-large member. Each board member must be from within their representative Section of the RESP and elected by the school districts within their section. Sections 1, 3 & 5 will elect school board and administrative representatives in odd numbered years. Sections 2 & 4 will elect school board and administrative representatives in even numbered years. The at-large member will be elected at the Annual Meeting from any member school district and can be an administrator or an RESP school board representative.

**The RESP Bylaws and Regional Education Association Agreement will be adjusted in the future to reflect representation by schools upon a request from their district to join the RESP.

B. Qualifications of Board Members: All voting members of the Governing Board must meet the qualifications set forth in NDCC.

C. Ex Officio Board Members: Ex officio board members may be included as non-voting members on the Governing Board.

D. Meetings: The REA's Governing Board shall meet at least six (6) times each year.

E. Compensation and Reimbursement Prohibited: Board members shall NOT be compensated by the REA for attending meetings of the Governing Board and shall not be reimbursed by the REA for any expenses incurred in attending meetings of the Governing Board. The Governing Board may, however, provide compensation and reimbursement to any board member who, at the direction of the Governing Board, performs extraordinary services as defined in N.D.C.C.

F. Transportation: If the REA provides special education and related services to students, the Governing Board shall plan and coordinate the transportation of students enrolled therein.

G. Report of Expenses: The Governing Board shall submit an annual report to the Superintendent of Public Instruction, detailing all expenses incurred by the REA and shall attribute the expenses on a per student basis by participating school districts.

H. Officers: The Governing Board will select officers from within its voting members for terms as established by the Governing Board.

I. Committees: The Governing Board may establish and dissolve committees as may be deemed necessary from time to time.

J. Decision Making: The Governing Board will act by utilizing a simple majority vote.

K. Quorum: A quorum shall consist of the Members present.

4. POWERS AND DUTIES OF THE GOVERNING BOARD:

A. Budget: 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 will designate a fiscal agent for financial administration of the Agreement. The fiscal agent shall keep appropriate books and records and shall establish a separate fund for deposit of all contributions, donations and revenue from which expenditures shall be paid.

B. Joint Operating Fund: The Governing Board shall maintain a joint operating fund in which all school districts are required to participate.

C. Program Implementation:

1) **Required Participation:** Participating school districts shall share in the various administrative functions and student services in accordance with the timeline and numbers mandated by the N.D.C.C.

2) **Voluntary Participation:** 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. Each Member of the Regional Education Agreement may include or exclude their school district from participating in a voluntary project approved by the Governing Board. The Board may assess each participating school district for its pro-rated share of those voluntary projects in which it participates.

D. Fees:

1) **Membership Fees:** The Governing Board shall assess all Member districts the same annual per district membership fee.

2) **Ex Officio Membership Fees:** All non-public school districts that are participating cooperating partners of the REA will be assessed the same annual membership fee as Member Districts. All other Ex Officio Members may be charged a membership fee.

3) **Authority:** The Governing Board does not have the authority to make any other financial commitments on behalf of the public and non-public school districts.

E. Employment of Staff: The Governing Board or its designee may employ and compensate staff, including a fiscal agent, if deemed necessary to carry out the purposes of this Agreement.

F. Property: Any real property and equipment purchased pursuant to the Agreement shall be the property of the Roughrider Education Services Program. The Governing Board may acquire, hold and dispose of real and personal property used in pursuit of its activities.

- G. Accepting Assistance:** The Governing Board may accept gifts, grants, and other assistance for carrying out the purpose of this Agreement.
- H. 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.
- I. Risk Coverage:** The Governing Board shall assure that appropriate coverage is in place for the benefit of the REA and public school district voting Members regarding property and casualty risks and any statutorily required coverage such as unemployment compensation and workers compensation.
- J. Scope of Activities:** The Governing Board may undertake any other activities necessarily related to carrying out the purpose of this Agreement, including the exercise of all authority permitted by statute, except as otherwise specifically excluded herein.
- 5. AMENDMENT:** Any Member may propose amendments to the Agreement by submitting a copy of this proposed amendment to all Members in writing, at least thirty days before they are considered by the Governing Board. The Board may amend, or repeal an amendment, by $\frac{2}{3}$ majority vote of all Member schools. Any amendment will be effective upon execution of an Addendum or revised Agreement by those Members of the Board who voted to approve the amendment(s).
- 6. MEMBER WITHDRAWAL/REMOVAL:** Upon prior written notice, provided to the Governing Board at least four months prior to the end of the REA's fiscal year, a Member or ex officio Member may withdraw from the Agreement effective at the end of the fiscal year. If a Member school district or an ex officio Member, through action or inaction, jeopardizes the legal requirements applicable to the Agreement, that Member school district or ex officio Member may be removed from membership in the Agreement by two-thirds majority vote of a quorum of the Governing Board.
- 7. TERMINATION:** This agreement may be terminated by mutual agreement of all Member schools. Before terminating the Agreement, the Members will consult together. At the termination of the Agreement, all funds, real property and personal property shall be held by a Member designated by the Governing Board as trustee, to be held in trust for transfer to a successor Regional Education Association. If no such successor Regional Education Association has been entered into within one year of the termination of this Agreement, the trustee shall distribute all remaining assets according to that plan of distribution established by $\frac{2}{3}$ majority vote of all Member schools, prior to the termination of this Agreement.
- 8. EFFECTIVE DATE:** This Agreement is effective upon approval as required for amendments (see Paragraph 5, above) and execution by (representatives) of all the Member school districts approving the Agreement, and will remain in effect continuously until terminated pursuant to Paragraph 7, above.