

## **Joint Powers Agreement for Rum River Special Education Cooperative**

This Agreement entered into this first day of July 2008 by and between Independent School Districts:

Braham I.S.D. #314  
Cambridge-Isanti I.S.D. #911  
Isle I.S.D. #473  
Milaca I.S.D. #912  
Mora I.S.D. #332  
Ogilvie I.S.D. #333  
Princeton I.S.D. #477

hereinafter referred to as Member Districts witness:

WHEREAS, each Member District has determined that required special education services can best be delivered through cooperative efforts; the undersigned school districts hereby agree:

1. ESTABLISHMENT OF JOINT POWERS COOPERATIVE. That hereby there is established a Joint Powers Special Education Cooperative to be known as the Rum River Special Education Cooperative as approved by majority vote of each school board of the participating districts.
2. PURPOSE OF AGREEMENT. The purpose of this Agreement shall be to provide by cooperative effort, comprehensive education programs as can be efficiently and effectively operated by this group of districts. This Agreement amends and supercedes the previous Agreement between "members" is effective starting July 1, 2008.
3. ACCOMPLISHMENT OF PURPOSE. The purpose of this Agreement shall be the creation of a Joint Powers Board, which shall, on behalf of the Member Districts, apply for, receive and administer educational funding, including state special education reimbursements and money received through federal and other sources. The Joint Powers Board shall administer these funds and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth in Paragraph 2. The establishment of the Rum River Special Education Cooperative shall facilitate the delivery of services provided by State and Federal law and regulations, the Commissioner of Education and the Member Districts. The care, management and control of the Rum River Special Education Cooperative shall be vested in the Cooperative's Joint Powers Board.

WHEREAS, methods to accomplish improved educational opportunities for the member districts shall include:

4. ORGANIZATION OF THE RUM RIVER SPECIAL EDUCATION JOINT POWERS BOARD.

- a. The Joint Powers Board shall consist of two representatives from each Member District, which shall be one ex officio member – the Superintendent of Schools of each Member District and one voting member – a current school board member from each Member District.
- b. Each Representative shall be appointed for a two year term, may be reappointed and shall continue to serve until their successors are appointed. Each Member District shall be entitled to only one vote, which must be made in person and not in proxy.
- c. A Board vacancy shall be filled for the unexpired term by appointment of the governing body of the Member District whose seat is vacant, within 30 days of the vacancy.
- d. Each member District staff appoints an alternate delegate to represent that Member District when its delegate is unavailable.
- e. The elected officers of the Cooperative's Joint Powers Board shall be a Chairperson, a Vice-Chairperson, a Clerk and Treasurer. The Secretary of the Cooperative Joint Powers Board shall be the Director of the Cooperative and, as such, shall serve in the capacity of an Executive Secretary. The Executive Secretary shall have no vote and no authority as a Board member.
- f. The election of the Cooperative Joint Powers Board officers is by majority vote of the members of the Joint Powers Board at its first meeting of each fiscal year. A term of an officer is for one year and such term shall expire at the meeting at which the new officer is elected.
- g. At any meeting at which a quorum is not present, the delegates in attendance have the power to set the time and place for the next meeting. A quorum shall consist of a majority of all the voting members of the Joint Powers Board.

5. BOARD OFFICERS RESPONSIBILITIES. The Joint Powers Board, in addition to the authority found elsewhere in the Agreement, is empowered generally to act in the interest of the Member Districts. Only voting members may be elected to office on the Joint Powers Board. Board officers shall have the parliamentary duties usually ascribed to such offices as well as those specifically assigned:

- a. The Chairperson conducts the meetings, executes undertakings offered as directed by the Board and is the official representative of the Board in all matters relating to the Special Education Cooperative.
- b. The Vice-Chairperson acts in the absence of the Chairperson and has all the powers of the Chairperson during the latter's absence.

- c. The Clerk and Treasurer shall be responsible for ordering and signing of all disbursements, at the direction of the Board.
6. JOINT POWERS BOARD RESPONSIBILITIES. The responsibilities of the Joint Powers Board shall be to:
- a. Provide a thorough and continuing system of reporting to and communication with the Board of Education of each Member District.
  - b. Employ a Director of Special Education who shall be responsible to the Joint Powers Board for the administration of the Special Education Cooperative's services.
  - c. Provide or procure necessary facilities, equipment and property to purchase, lease, grant or through other lawful means, for its use with the scope of this Agreement and to dispose of same in accordance with law and this Agreement when the need for it has ended or when the Agreement is terminated.
  - d. Enter into contracts and disburse funds, as it deems appropriate, by law, regulation, or order for the manner of use and for the supervision and disposition of property assigned to, held by or managed by it.
  - e. Employ professional and other skilled or unskilled personnel as and when the need arises either on the basis of permanent employment through contractual agreements, or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for that purpose.
  - f. Govern the affairs of the Joint Powers Cooperative under the policies, guidelines and directives of the Joint Powers Board within the law.
  - g. Approve all necessary and appropriate disbursements of funds within the framework of the budget.
  - h. Annually review the Joint Powers Agreement and report to Member District Boards and the Commissioner of Education about the activities of the Joint Powers Cooperative.
  - i. Establish and maintain a schedule of time and place of its meetings and give notice of regular and special meetings as required under the Minnesota Open Meeting law as amended (Minnesota Statutes, Chapter 13D). The Board shall also comply with state law requirements applicable to school boards.
  - j. Establish, review regularly and amend as necessary, by-laws specifying the duties and powers of its officers and the meeting dates of the Board, as well as such other

provisions as may be usual and necessary for the efficient conduct of the business of the Joint Powers Board.

- k. Apply for and receive federal, state, local and private funds for which it is eligible.
  - l. Organize and establish special educational programs for Member Districts.
  - m. Annually formulate a budget by its April meeting. The budget shall include line item budgets for administration and operation of the Cooperative services provided by the Cooperative and services shared by districts and agencies.
  - n. Establish and adopt fiscal, personnel and other policies to govern the administration and operation of its services as well as those services and staff shared by member Districts and/or other agencies.
  - o. Do what is reasonably necessary to achieve the purpose of this Agreement to the extent that such action is within the intent and purpose of this Agreement and complies with all state and federal statutory provisions, which are applicable to the Member Districts.
  - p. Shall contract with a Member District to act as the fiscal host to the Joint Powers Cooperative to provide the functions essential and necessary for the management of fiscal affairs related to the operations of the Cooperative programs, acting in the name of the Cooperative's Joint Powers Board, with the Cooperative Joint Powers Board approval to include salary negotiations, payroll, bills, receipt of funds, maintenance of fiscal records, and disbursement of funds.
7. FINANCIAL OPERATIONS OF THE JOINT POWERS COOPERATIVE: The Joint Powers Cooperative will contract for financial services with a Member District for the management of the fiscal affairs related to the operation of the Cooperative. Contracted services will include:
- a. Maintenance of records, disbursement of funds, and acceptance of receipts in accordance with the budget as approved by the Joint Powers Board.
  - b. Make application for, receive and administer Federal and State aids, grants and reimbursements for programs carried out by the Cooperative.
  - c. Make payments to and require payment from Member Districts as necessary and appropriate under the law and as described by the By-Laws of the Joint Powers Cooperative.
  - d. Pay all bills, issue all payroll checks, negotiate salaries for Cooperative staff, and receive all funds and bill Member Districts for the proportionate share of the costs of operations of the Cooperative.

- e. Make necessary reports to State and other agencies and file all claims for reimbursement and State and Federal aids for which the Cooperative is entitled.
- f. Establish and maintain financial records from which an annual audit report may be derived.
- g. If requested, provide an annual audit report to each of the Member Districts.

8. PROGRAMS AND SERVICES:

- a. Programs for students with disabilities will be coordinated and staff utilized as agreed by Member Districts.
- b. Low incidence services will be coordinated and staff utilized as agreed by Member Districts.
- c. Research, evaluation, planning and program and/or staff development will be carried out as agreed by Member Districts.
- d. Summer Extended School Year (ESY) programs will be carried out as agreed by Member Districts.
- e. Assistive technology for educational programs will be managed and implemented as agreed by Member Districts.
- f. Two separate site therapeutic programs for students with emotional/behavioral disorders will be managed and implemented as agreed by Member Districts.
- g. A separate site program for students with challenging behaviors and communication disorders will be managed and implemented as agreed by Member Districts.
- h. A secondary transition program for secondary students with severe emotional disabilities will be managed and implemented as agreed by Member Districts.
- i. Assistance with improvement initiatives such as Response to Intervention (RtI) and Positive Behavioral Interventions and Supports (PBIS) will be provided as agreed by Member Districts.
- j. Improved learning will be an ongoing goal and function of the Joint Powers Cooperative.
- k. Special Education practices and procedures will be developed and administered in a manner that is in compliance with current law.

- l. Comprehensive planning will be an ongoing function and goal of the Joint Powers Cooperative.
- m. Monitor Compliance with State and Federal Laws.

9. SEPARATE BENEFITS FOR MEMBER DISTRICTS.

Nothing herein shall prevent any Member District from applying separately for any benefits to which it may itself be entitled.

10. ADDITION OF MEMBER DISTRICTS.

Any school district, whether or not an original signatory, may become a member upon application to the Cooperative Joint Powers Board, majority consent of the current Member Districts and subscription to this Agreement. Such applicants shall also agree to apply to the Cooperative, a prorata cost for the real and personal property owned by the Cooperative. This amount shall be determined by the Cooperative's Joint Powers Board from the records it has maintained. Before any district is accepted to the Rum River Special Education Cooperative, the cost and fiscal responsibility shall be presented in writing to the district requesting membership. Membership shall become effective on the date of subscription to the Agreement.

11. WITHDRAWAL FROM AGREEMENT

- a. All members of this Cooperative shall be bound by the terms of this Agreement during any fiscal year in which it is a member. Any Member District may withdraw from the Cooperative by giving to the other Member Districts before July 1, written notice of its intention to withdraw. Such withdrawal, however, shall become effective only on June 30 of the following fiscal period. The withdrawing member is encouraged to submit comment as to why they are withdrawing.
- b. In the event a Member District consolidates with another Member District and thereby creates another new school district, the new district continues as a member and assumes responsibility for the debt and assets of the 2 consolidated districts.
- c. Upon termination of membership in this Agreement, the terminating Member District shall be refunded their proportionate share of current depreciated value of any real or personal property they helped purchase. The amount refunded shall not exceed the proportionate share originally paid by the terminating district for said property.
- d. The withdrawal shall affect employment matters of a Member District as described under Minn. Stat. 123A33, as amended, when the withdrawal has occurred in order for the withdrawing district to provide the same educational services or programs by other means.

12. TERMINATION OF COOPERATIVE

- a. This Agreement may be terminated by a two-thirds vote of the Cooperative Joint Powers Board. Such determination, however, shall become effective only on June 30 of the following fiscal period in which the vote occurred.
- b. Upon termination of the Cooperative, all funds remaining after payment of all outstanding debt and obligations and all property owned by it shall be distributed to Member Districts in the same proportion as those Member Districts contributed to the Cooperative when they joined.

13. LIABILITY LIMITATIONS. In keeping with Minnesota Statutes, and specifically Minn. Stat. 136D.83 as amended, no participating school district shall have individual liability for the debts and obligations of the Joint Powers Board, except as described herein; nor shall any individual serving as a member of the Board have such liability.

14. REVIEW AND AMENDMENT. The Joint Powers Board shall review this Agreement annually. Necessary amendments shall be identified and proposed to each of the school boards of the Member Districts. The amendments must be adopted by majority vote of the full membership of each Member District School Board. No Amendment shall become effective until after it is so approved by all Member District School Boards. Should any provisions be found unlawful, the Agreement shall be amended so that the Agreement is lawful.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of each original signatory, and in attestation thereof this instrument is signed in their respective names; by direction of their Boards of Education by their respective clerks in Independent School District #314 of Braham, Independent School District #911 of Cambridge-Isanti, Independent School District #473 of Isle, Independent School District #912 of Milaca, Independent School District #332 of Mora, Independent School District #333 of Ogilvie, Independent School District #477 of Princeton.

INDEPENDENT SCHOOL DISTRICT #314  
BRAHAM, MINNESOTA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #911  
CAMBRIDGE, MINNESOTA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #473  
ISLE, MINNESOTA

\_\_\_\_\_  
Clerk

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Date

INDEPENDENT SCHOOL DISTRICT #912  
MILACA, MINNESOTA

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Clerk

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Date

INDEPENDENT SCHOOL DISTRICT #332  
MORA, MINNESOTA

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Clerk

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Date

INDEPENDENT SCHOOL DISTRICT #333  
OGILVIE, MINNESOTA

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Clerk

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Date

INDEPENDENT SCHOOL DISTRICT #477  
PRINCETON, MINNESOTA

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Clerk

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Date