

## **AMENDED AND REVISED JOINT POWERS AGREEMENT**

**THIS AMENDED AND REVISED AGREEMENT** is made and entered into on this 13<sup>th</sup> day of June 2018, by, between and among Independent School District No. 2860 (Blue Earth Area); Independent School District No. 2134 (United South Central); Independent School District No. 2448 (Martin County West); Independent School District No. 2536 (Granada Huntley-East Chain); and Independent School District No. 2752 (Fairmont Area), all being public corporations of the State of Minnesota, hereinafter referred to as “member districts”. NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations herein contained the member districts agree as follows:

### **ARTICLE I**

#### **AUTHORITY; PURPOSE; DEFINITION OF TERMS**

**Section 1.**       **AUTHORITY.** This agreement is entered into by the member districts pursuant to Minnesota Statutes, Section 471.59, as amended.

**Section 2.**       **PURPOSE.** The purpose of this agreement is to create an education cooperative and to govern the administration, financing and operation of an education cooperative for the member districts.

**Section 3.**       **DEFINITION OF TERMS.**

**Subd. 1.**        **Education Cooperative.** The joint powers cooperative created by this Agreement shall be the “Southern Plains Education Cooperative”, or “Cooperative”.

**Subd. 2.**        **Cooperative Board.** The joint powers board created by this Agreement shall hereinafter be referred to as the “Cooperative Board.”

**Section 4.**       **SUPERSESSION OF PRIOR AGREEMENTS.** This revised and amended Agreement is designed and intended to amend, revise and supersede any and all prior Joint Powers Agreements relative to the creation or existence of Southern Plains Education Cooperative.

### **ARTICLE II**

#### **COOPERATIVE BOARD**

**Section 1.**       **CREATION; MEMBERSHIP; APPOINTMENT.**

Subd. 1.        Creation. There is hereby created a Cooperative Board which shall have such powers as designated by this Agreement and by law, and is vested with the control and management of the Cooperative, including all powers necessary to govern, manage and control the Cooperative and to operate the Cooperative in the manner permitted by law. The Cooperative Board is authorized to exercise any power common to the member districts under the laws of the State of Minnesota, including the power of eminent domain, the powers expressly provided herein and implied powers necessary to carry out the purposes of the Cooperative and govern the Cooperative as provided by law. Nothing within the terms of this Agreement shall be construed to grant the Cooperative Board authority or power to operate or control the elementary or secondary schools managed and controlled by the school boards of the member districts, except as specifically provided in this Agreement or as may be separately agreed in writing by the Cooperative Board and the school board of a member district.

Subd. 2.        Membership. The Cooperative Board shall consist of one member from the school board of each member district. Alternate members shall be selected by the respective appointing school boards to act in place of regular members who are unable to attend meetings and alternate members shall be fully authorized to participate and vote in every way in the absence of the regular members.

Subd. 3.        Appointment; Term. The members of the Cooperative Board shall be appointed by the respective school board of each member district. Any appointments made prior to the date of execution of this Agreement are hereby ratified. An appointee to the Cooperative Board as a regular or alternate member must be a current member of his or her appointing school board. The term of a member of the Cooperative Board shall be until a successor is duly appointed; however, a member so appointed shall serve at the pleasure of that member's appointing school board and is subject to recall by a majority vote of the full membership of that member's appointing school board. A person appointed to the Cooperative Board shall qualify as a regular or alternate member by filing in the minutes of the Cooperative Board an appointment resolution adopted by the appointing school board. A vacancy shall be filled and appointments of additional members by new member districts shall be

made by the member districts in the same manner as appointments of original members.

**Section 2. MEETINGS.**

**Subd. 1. Timing; Location.** The Cooperative Board shall meet at such times and places as designated by the Cooperative Board, but at least once every quarter. The place, date and time of regular meetings shall be determined by the Cooperative Board and shall be posted in the administrative offices of the Cooperative.

**Subd. 2. Special Meetings.** Special meetings may be called by the chair or clerk of the Cooperative Board upon consultation with the Executive Director, or by any three members of the Cooperative Board. Notice of such special meetings shall be given to each member of the Cooperative Board in writing at least three days before the meeting, and shall state the date, time, place and purpose of the meeting. The notice of a special meeting required by this section may be waived by a member of the Cooperative Board.

**Subd. 3. Public Notice.** Public notice of regular or special meetings of the Cooperative Board shall be given in the manner required by Minnesota Statutes, Section 13D.04, as amended.

**Subd. 4. Open Meeting Law; Conduct of Meetings; Participation.** All meetings of the Cooperative Board shall be subject to the Open Meeting Law and shall be open to the public as provided by law. School board members and citizens of the member districts shall have the right to attend the meetings of the joint board. The conduct of the meetings shall be governed by Robert's Rule of Order Revised and by any rules or policies for the conduct of meetings adopted by the Cooperative Board.

**Section 3. QUORUM; APPROVAL OF ACTION.** A quorum for the transaction of business of the Cooperative Board shall be a majority of the members of the Cooperative Board. Any motion or resolution of the Cooperative Board must be approved by a majority of those members in attendance at the meeting of the Cooperative Board, unless a greater number is required by law or in the rules or policies adopted by the Cooperative Board for the conduct of its meetings.

**Section 4. OFFICERS.** The officers of the Cooperative Board shall be a chair and clerk and such other officers as determined appropriate by its members. The officers shall be elected by the members of the Cooperative Board at

its January meeting or as soon thereafter as practical. Each officer shall hold office for a one (1) year term and until a successor is elected and qualifies. Each officer elected shall be from a different member district. All officers of the board and employees of the Cooperative involved with the handling of money shall be bonded in accordance with Minnesota Statutes, Section 123.34, subdivision 6.

**Section 5.** **BYLAWS; RULES; POLICIES.** All bylaws, rules or policies of the Cooperative and Cooperative Board shall be as determined and adopted by the Cooperative Board.

**Section 6.** **COMPENSATION AND EXPENSES OF MEMBERS OF THE COOPERATIVE BOARD.**

All compensation and expenses of a member of the Cooperative Board, including mileage, shall be authorized and paid for by the Cooperative. These costs shall be divided equally among the member districts and shall be separately billed to the member districts by the Cooperative.

### **ARTICLE III**

#### **EMPLOYEES AND SERVICES FOR MEMBER DISTRICTS**

**Section 1.** **EMPLOYMENT.** The Cooperative Board shall, pursuant to such laws as applicable to such board and to independent school districts, appoint, employ, or contract for the services of an Executive Director and such other administrators, teachers and licensed and non-licensed employees as the Cooperative Board deems necessary.

**Section 2.** **SERVICES TO MEMBER DISTRICTS.** The Cooperative Board may provide any services to a member district upon which it and the member district agree and which are permitted by law.

**Section 3.** **EMPLOYEES.** Employees of each member district shall not be considered employees of the Cooperative and employees of the Cooperative shall not be considered employees of any member district for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; teachers or public employees retirement, social security; liability insurance; keeping of personnel records; termination of employment; individual contracts; and continuing contract rights. This

section shall also apply to employment of student teachers. Employees of the Cooperative shall be paid according to the salary schedule in effect in the Cooperative. Nothing in this section shall prohibit an individual from being employed part-time in both a member district and the Cooperative if the contractual relationships are clearly specified in writing; however, the individual shall have employment rights in a particular member district or the Cooperative only to the extent of actual employment in that district.

**Section 4.** **CONTRACTS.** The Cooperative shall not be responsible for any pre-existing employment contract issued by a member district or a special education cooperative for any person subsequently employed by the Cooperative, unless approved by the Cooperative Board.

**Section 5.** **GROUP INSURANCE.** The Cooperative and all or any member districts (with consent of the exclusive representatives of employees when required) may pool their employees, retired employees and board members for group insurance acquisition purposes, provided that there is compliance with applicable group insurance acquisition laws.

## ARTICLE IV

### FINANCES

**Section 1.** **COSTS.**

**Subd. 1** **Specific Services.** For services that are used specifically for students, the costs are based on “usage” of that specific service. For example: Districts that obtain speech and language services from the cooperative will be billed costs based on the percentage of time that district uses that service.

**Subd. 2.** **Cooperative Support Services.** Costs that are variable and increase based on the amount of services the Cooperative provides will be billed based on the total percentage that the Cooperative bill in the prior school year. For example: the more services the Cooperative provides, the higher the phone bill. Therefore, the phone bill will be divided based on the percentage that a district used the Cooperative in the prior fiscal year.

**Subd. 3.** **Administrative Costs.** Costs that are general costs regardless of the size of the Cooperative (i.e. the annual fiscal audit) will be shared by

the member districts according to the percentage of total enrollment in the Cooperative.

Subd. 4.        Transportation Costs. Member districts are responsible for transporting students to Cooperative programs and events. If transportation is provided by the Cooperative, the transportation costs shall be included in the payments made by the member districts. The member districts and the Cooperative may agree that all or part of the transportation of pupils may be provided by the Cooperative or by a member district. The Cooperative Board may adopt formulas to allocate the costs of all necessary transportation.

Subd. 5.        Capital Expenditure Costs. The Cooperative Board, with approval of the member districts, may adopt formulas to allocate capital costs as may be required for the operation of the Cooperative.

**Section 2.        REVENUE.**

Subd. 1.        Additional Revenue. All special state and federal aids earned by the operation of the Cooperative shall be paid to the Cooperative. All such aids shall be credited to the program for which they were earned. All such aids shall be credited to the operating costs and none shall be credited to the administrative costs, except those special aids which are specifically intended to affect the administrative costs.

Subd. 2.        Application for Reimbursement. The Cooperative shall make all efforts to ensure all state and federal guidelines are followed. Each member district shall supply the Cooperative with the information the Cooperative Board requires for this purpose. Each member district may apply separately for state reimbursement for programs provided by the member district. The Cooperative shall prepare all reports required by state and/or federal agencies relating to special education staff employed by the Cooperative.

**Section 3.        BUDGET APPROVAL.** The Cooperative Board approves a budget for the Cooperative for the following school year. The budget shall include capital expenditure, facilities and equipment costs. Prior to preparing the budget, the Cooperative Board shall determine the amount of state and federal revenue which will be received by the Cooperative or its member districts in the next fiscal year. The Cooperative Board will approve a revised budget by December 1 with changes in personnel and revenue

projections. The budget must be approved by a majority vote of the members of the Cooperative Board.

**Section 4.** **PAYMENT OF COSTS OF SERVICES.** Payment of costs of services for each member district pupil shall be made to the Cooperative in four (4) installments of twenty percent (20%) of the member district's share of the operating costs. Said payments shall be made in August, October, January and March of each school year. An additional payment of ten percent (10%) shall be made in April. An adjustment of actual costs shall be submitted at the close of the fiscal year. August and October bills are estimated based on prior year expenditures. January bills are based on the revised budget and include working documents used to calculate the expenditures. March and April bills are based on January projections for expenditures and revenue. The final bill is completed at the close of the fiscal year with working documents to calculate the expenditures.

**Section 5.** **DISPUTE RESOLUTION.** In the event any member district does not agree with the adjustment for actual costs made at the end of the school year pursuant to Section 4 of this Article, it shall make any payments due at that time and shall immediately request the Executive Director to review the actual costs specified. The Executive Director shall within ten (10) working days review the request and deny it or adjust the amount due in writing. Failure by the Executive Director to respond to the request within said ten (10) working day period shall constitute a denial. If the Executive Director denies the request, or the adjustment is not considered satisfactory, or the Executive Director does not respond to the request, the complaining member district shall request within five (5) working days of receipt of the Executive Director's reply or failure to reply a joint meeting with the Cooperative Board. That joint meeting shall be held within ten (10) working days of the request. The Cooperative Board shall reply at the joint meeting or in writing within ten (10) working days after the joint meeting. Failure of the Cooperative Board to reply within said ten (10) working day period shall constitute a denial. If a member district is still not satisfied by the action of the Cooperative Board, it may initiate arbitration of the issue within ten (10) working days of receipt of notice of the Cooperative Board's action or denial. The member district may initiate the arbitration by submitting a

written request to the Cooperative Board for arbitration of the issues by an arbitrator to be selected by the parties in dispute, which request shall fully state the issues yet to be resolved. The member district shall request a list of seven (7) names from the Bureau of Mediation Services (BMS) list of arbitrators. Upon receipt of the list from BMS, the parties in dispute shall within five (5) working days select an arbitrator by alternately striking six names from the list. A toss of coin shall determine the order in which the parties in dispute strike names from the list. Unless agreed to otherwise by the parties in dispute, the arbitrator selected shall not be a resident or voter of the member district or Cooperative. The decision of the arbitrator shall be final and binding on the parties. Each party shall be responsible for its own legal fees and costs incurred related to the arbitration, except the parties shall share equally the costs and fees of the arbitrator.

**Section 6.** **FISCAL AGENT.** A member district may act as fiscal agent for the Cooperative upon request of the Cooperative Board and approval by the school board of the member district to undertake the roles and responsibilities of fiscal agent for the Cooperative.

**Section 7.** **UNREIMBURSED COSTS.** Any unreimbursed costs incurred by the Cooperative in providing other special education services or programs shall be billed back to the member district as a special cost of services in addition to the regular tuition cost.

**Section 8.** **CASH FLOW.** According to Minnesota statute, cooperatives are unable to obtain tax aid anticipation certificates. As a result, if the Cooperative is unable to maintain cash flow, the Cooperative will send a bill for 20% of the annual bill to all member districts. The amount will be reduced from the bill during the following fiscal year.

**Section 9.** **DEVIATION FROM JOINT AGREEMENT.** If in a given year the Cooperative feels the need to deviate from this agreement related to billing with respect to the timing of payments (i.e. a new district joins the Cooperative or there is a significant change in services), the Cooperative Board in its sole discretion may make a one-year adjustment to the Joint Powers Agreement with a unanimous vote of the Cooperative Board.



## ARTICLE V

### PUPILS AND RELATED MATTERS

**Section 1.** **MEMBER SERVICES.** It is intended by the member districts that special education and related services be provided by the member districts to the extent possible. However, the member districts agree that the most unique and low incidence services are to be provided by the Cooperative. The Cooperative Board reserves the right to determine these services.

**Section 2.** **SERVICES.** The identification, assessment, educational placement and provision of services to students as well as any procedures, meetings, hearings or appeals related thereto, shall be conducted in compliance with state and federal law.

**Section 3.** **PUPIL RECORDS.**

**Subd. 1.** **Location.** Cumulative records of pupils not attending or who previously attended the Cooperative shall be maintained by the member district. Transcripts shall be available from the member district. Cumulative records of students who attend Cooperative programs shall be maintained by the Cooperative until the student exits the program. When a student exits the Cooperative program the student's records shall be transferred to the student's member district.

**Subd. 2.** **Report Cards.** Report cards of students attending any Cooperative program shall be issued by the Cooperative.

**Subd. 3.** **Other Actions.** All matters related to student behavior and performance at the Cooperative, including discipline and assignment to programs, shall be under the control of the administration of the Cooperative; a member district administrator may be asked to assist if Cooperative administration is not available.

**Section 4.** **CO-CURRICULAR AND EXTRACURRICULAR ACTIVITIES; COMPENSATION; ASSIGNMENT OF COACHES.** Cooperative co-curricular and extracurricular activities shall be determined by the Cooperative Board. Compensation for employees assigned to such activities shall be determined by the applicable collective bargaining agreement, if one exists, or by the Cooperative Board if no such agreement is applicable. Assignments of employees to such activities shall be determined by the Cooperative Board, except as otherwise required by contract or law.

## ARTICLE VI

### **SCHOOL EQUIPMENT AND SUPPLIES; CONTRACTS AND BIDDING; PURCHASES**

**Section 1.**     **OWNERSHIP.** All equipment, materials and supplies purchased by the Cooperative for the Cooperative program shall become the exclusive property of the Cooperative and shall be chargeable as operating costs under this Agreement. Before purchasing any such equipment, materials or supplies, the Cooperative shall first consider any surplus equipment, materials or supplies presently owned by a member district which the member district desires to sell. Nothing in this section shall prevent any member district from donating equipment and supplies to the Cooperative.

**Section 2.**     **CONTRACTS; BIDDING.** Contracts shall be let and leases, purchases, rentals and sales shall be made in accordance with the legal requirements applicable to independent school districts.

**Section 3.**     **JOINT PURCHASING.** The Cooperative and the member districts may purchase or sell equipment, materials, supplies and fixtures under a joint arrangement or bidding process.

## ARTICLE VII

### **LEASES**

The Cooperative Board may, with the consent of a member district, lease all or part of the real or personal property of a member district as needed to conduct activities of the Cooperative which are authorized or required by this Agreement or law. Such a lease may be for nominal consideration, without consideration or for such consideration as may be agreed upon by the school board of the member district and the Cooperative Board pursuant to law.

## ARTICLE VIII

### **NOTICES; WITHDRAWAL; ADDITION OF OTHER MEMBER DISTRICTS; DISSOLUTION; BREACH; AMENDMENTS**

**Section 1.** **NOTICES.** All notices required or permitted to be given by the Cooperative to a member district, and by a member district to the Cooperative, shall be given by the Executive Director in the case of the Cooperative and by the clerk of the school board in the case of a member district. The notice shall be in writing and shall be sent by registered or certified mail to the Cooperative Board of the Cooperative or the school board of the member district at its administrative offices. A notice shall be timely if postmarked on the date it is due. In the case of a notice requiring board action, a certified copy of the resolution, motion or minutes of the board specifying the board action shall be sent with the notice.

**Section 2.** **ADDITION OF MEMBER DISTRICTS.** Any school district wishing to participate in the Cooperative which was not a signatory to the original Joint Powers Agreement may make application to the Cooperative for membership. A majority vote of the full membership of the school board of each member district of the Cooperative and a unanimous vote of the members of the Cooperative Board shall be required to accept the applicant district, and the member districts shall determine the terms, conditions and obligations of the applicant district upon acceptance, including any obligation of the applicant district for payment of bonded debt or other obligations theretofore incurred by the member districts of the Cooperative. Such terms, conditions and obligations or existing law may require the vote and consent of the applicant district prior to its taxable property becoming subject to taxation for payment of bonded debt previously incurred by the member districts for the Cooperative. Upon acceptance and compliance with all terms, conditions and obligations required by the member districts and upon adoption of an amendment to this Agreement pursuant to Section 6 of this Article, the applicant district shall be entitled to appoint, in the manner specified in Article II of this Agreement, the number of member to the Cooperative Board authorized by the member districts. The member appointed shall have the same authority, rights and powers, including voting rights, as other members of the Cooperative Board and the new member district shall have the same rights and obligations as other member districts, including the obligation for payment of tuition for its pupils attending or served by the Cooperative.

**Section 3. WITHDRAWAL OF MEMBER DISTRICTS.**

Subd. 1. Procedure. Except as otherwise provided in any separate agreement by the parties regarding facilities, any member district may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the Executive Director of the Cooperative. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subd. 2. Notification. Withdrawal shall only be permitted if the notice required pursuant to this section is given at least one (1) year in advance of the withdrawal, but no later than June 30<sup>th</sup> of the prior fiscal year, i.e. notice by June 30, 1996 for withdrawal on July 1, 1997. The withdrawal of a member district shall not affect the continuing liability of the member district from continuing obligations incurred prior to the notice of withdrawal, including bonded debt and lease-purchase or installment purchase obligations provided by separate Agreement. The withdrawing member district shall also be obligated for continuing obligations or liabilities of the Cooperative caused by the withdrawal of the member district, including unemployment compensation and other costs. The withdrawing member district shall forfeit all rights and claims to all property, both real and personal, and all other assets of the Cooperative.

Subd. 3. Cooperative Employees upon Withdrawal. A member district that withdraws from the Cooperative shall be responsible for Cooperative staff as provided in Minnesota Statutes Section 123A.33.

**Section 4. DISSOLUTION OF A MEMBER DISTRICT.** If any member district dissolves or consolidates with a district that results in the district no longer being a member of the Cooperative, the liability of the member district will continue with obligation upon the taxpayers within the previous district. All property owned by the Cooperative, both real and personal, will remain in the possession of the Cooperative.

**Section 4.**

**BREACH OF AGREEMENT.** Any member district breaching this Agreement shall be given written notice by the Cooperative of the breach and the nature thereof and shall have thirty (30) days in which to cure such breach. Upon failure to cure such breach within said time period, the Cooperative and Cooperative Board, in addition to other remedies provided in this Agreement, may terminate such member district's rights in the Cooperative by a resolution adopted by a majority vote of the full membership of the Cooperative Board, excluding the members of the Cooperative Board appointed by the breaching member district. Upon termination, such member district shall not be entitled to any reimbursement from the Cooperative or be entitled to any property thereof, but the property of the member district shall continue to be taxable for the payment of any bonded debt previously incurred by the Cooperative. The terminated member district shall, in addition, be liable for any obligations entered into by the Cooperative prior to termination, which may be collected in a legal action by the Cooperative, if necessary.

**Section 5.**

**DISSOLUTION.** The Cooperative may be dissolved and this Agreement terminated if the majority of the school boards of all member districts formally agree to dissolve the Cooperative and terminate this Agreement. Upon dissolution, all funds and property remaining after payment of all outstanding debts and obligations shall be distributed to the remaining member districts in the proportion which the total enrollment of all students enrolled in a member district in grades K-12, including public and non-public students of each member districts still remaining, and the proportionate contributions made pursuant to this Agreement and any predecessor Agreements, by the member districts. Prior to dissolution, the remaining member districts may unanimously agree in writing upon a different method of distribution. The dissolution shall not affect the continuing liability of present or former member districts for indebtedness incurred prior to the dissolution, or for other continuing

obligations, including unemployment compensation through the effective date of dissolution.

**Section 6.**

**AMENDMENTS TO THIS AGREEMENT.** Amendments to this Agreement may be proposed by the school board of any member district or the Cooperative Board. Notice of proposed amendments shall be sent to all member districts and the Cooperative. Adoption of an amendment to this Agreement must be approved by the school board of each member district before it shall become effective. An amendment shall require the signature of the proper officers of the member districts and shall be an addendum to this Agreement.

**ARTICLE IX**

**DURATION; INTERPRETATION; SAVINGS CLAUSE**

**Section 1.**

**DURATION.** This Agreement shall be perpetual in duration, unless terminated or dissolved pursuant to the provisions hereto, any amendments hereto, or any state law terminating or dissolving the Cooperative.

**Section 2.**

**INTERPRETATION.** The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

**Section 3.**

**SAVINGS CLAUSE.** Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and in effect, if by doing so the purposes of this Agreement, taken as a whole in light of the authorizing statute, can be made operative. Should any such provision or article be found unlawful, the school boards of the member districts shall meet for the purpose of arriving at an agreement on the lawful provision or article. The newly agreed upon provision or amendment must be approved by the school boards of the member districts by resolutions adopted and certified by the Cooperative in the manner specified in Article VIII for the adoption of amendments.

**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Amended and Revised Joint Powers Agreement of the Southern Plains Education Cooperative by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INDEPENDENT SCHOOL DISTRICT NO. 2860**  
(Blue Earth Area Schools)

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Amended and Revised Joint Powers Agreement of the Southern Plains Education Cooperative by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**INDEPENDENT SCHOOL DISTRICT NO. 2752**  
(Fairmont Area Schools)

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk



**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Amended and Revised Joint Powers Agreement of the Southern Plains Education Cooperative by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**INDEPENDENT SCHOOL DISTRICT NO. 2448**  
(Martin County West Schools)

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Amended and Revised Joint Powers Agreement of the Southern Plains Education Cooperative by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**INDEPENDENT SCHOOL DISTRICT NO. 2536**  
(Granada Huntley-East Chain Schools)

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Amended and Revised Joint Powers Agreement of the Southern Plains Education Cooperative by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**INDEPENDENT SCHOOL DISTRICT NO. 2134**  
(United South Central Schools)

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk