

## **JOINT POWERS AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by, between and among Independent School District No. 2860 (Blue Earth Area); Independent School District No. 0458 (Truman); 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 a joint powers district 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 Education Cooperative operated pursuant to this Agreement shall be called “Southern Plains Education Cooperative”, and shall hereinafter be referred to as the “cooperative”.

Subd. 2.        Joint Powers District. The joint powers district created by this Agreement shall be known as “Joint Powers District No. 915,” and shall hereinafter be referred to as the “joint powers district”.

Subd. 3.        Joint Powers Board. The joint powers board created by this Agreement shall hereinafter be referred to as the “joint board”.

**Section 4.**        **SUPERSESSION OF PRIOR AGREEMENTS.** All prior joint powers agreements previously entered into between the member districts relating to the joint powers district, the joint board, the education cooperatives or other matters covered in this Agreement are hereby superseded by this Agreement.

**ARTICLE II**  
**JOINT BOARD**

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

Subd. 1.      Creation. There is hereby created a joint board which shall have such powers as designated by this Agreement and by law, including all powers necessary to govern the joint powers district and to operate the cooperative in the manner permitted by law. Nothing within the terms of this Agreement shall be construed to grant the joint 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 joint board and the school board of a member district.

Subd. 2.      Membership. The joint 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 joint 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 joint board as a regular or alternate member must be a member of his or her appointing school board. The term of a member of the joint 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 joint board shall qualify as a regular or alternate member by filing in the minutes of the joint 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 joint board shall meet at such times and places as designated by the joint board, but at least once every quarter. The place, date and time of regular meetings shall be determined by the joint board and shall be posted in the administrative offices of the joint powers district.

**Subd. 2. Special Meetings.** Special meetings may be called by the chair or clerk of the joint board upon consultation with the Executive Director, or by any three members of the joint board. Notice of such special meetings shall be given to each member of the joint 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 joint board.

**Subd. 3. Public Notice.** Public notice of regular or special meetings of the joint 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 joint 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 joint board.

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

**Section 4. OFFICERS.** The officers of the joint 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 joint 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 joint powers district 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 joint powers district and joint board shall be as determined and adopted by the joint board.

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

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

### **ARTICLE III**

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

**Section 1.** **EMPLOYMENT.** The joint 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 joint board deems necessary.

**Section 2.** **SERVICES TO MEMBER DISTRICTS.** The joint 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 joint powers district and employees of the joint powers district 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 joint powers district shall be paid according to the salary schedule in effect in the joint powers district. Nothing in this section shall prohibit an individual from being employed part-time in both a member district and the joint powers district if the contractual relationships are clearly specified in writing; however, the individual shall have employment rights in a particular member district only to the extent of actual employment in that district.

**Section 4.** **CONTRACTS.** The joint powers district 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 joint powers district, unless approved by the joint powers district.

**Section 5.** **GROUP INSURANCE.** The joint powers district 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.** Cooperative Support Services. The following instruction costs of the joint powers district shall be included for the purpose of determining the payments for the services to support the joint powers district as a whole:

- Secretary
- Professional and Technical Services
- Phone
- Operating costs: Postage, copiers,
- Specialists not specific to a disability (nursing, accounting services, etc.)
- Additional costs of employment (retirement, unemployment, substitutes, etc.)

- Cooperative Support Services shall be billed based on the usage of a specific service. General costs that are not specific to a district will be billed based on the usage of the cooperative as a whole.

Subd. 2.        Administrative Costs. The following costs of the joint powers district shall be included for the purpose of determining the payments for the operating costs of running the office of the Executive Director:

- Attorney Fees
- Audit Fees
- Liability Insurance

Administrative costs shall be shared by the member districts according to the percentage of total enrollment in the cooperative attributed to each member district.

Subd. 3.        Transportation Costs. Member districts are responsible for transporting students to cooperative programs and events. If transportation is provided by the joint powers district, the transportation costs shall be included in the payments made by the member districts. The member districts and the joint powers district may agree that all or part of the transportation of pupils may be provided by the joint powers district or by a member district. The joint powers board may adopt formulas to allocate the costs of all necessary transportation.

Subd. 4.        Capital Expenditure Costs. The joint board, with approval of the member districts, may adopt formulas to allocate capital costs as may be required for the operating of the joint powers district.

Subd. 5.        Other Costs. Except as otherwise provided in this Agreement or any other written agreement between a member district and the joint powers district, no other costs shall be included in the tuition payments required by this section.

## **Section 2.        REVENUE.**

Subd. 1.        Additional Revenue. All special state and federal aids earned by the operation of the joint powers district shall be paid to the joint powers district. 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 joint powers district shall make all efforts to ensure all state and federal guidelines are followed.

Each member district shall supply the joint powers district with the information the joint powers board requires for this purpose. Each member district will apply for state reimbursement for programs provided by the member district. The joint powers district shall prepare all reports required by state and/or federal agencies relating to special education staff employed by the joint powers district.

**Section 3.** **BUDGET APPROVAL.** The joint board approves a budget for the joint powers district for the following school year. The budget shall include capital expenditure facilities and equipment costs. Prior to preparing the budget, the joint board shall determine the amount of state and federal revenue which will be received by the joint powers district or its member districts in the next fiscal year. The joint 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 joint board.

**Section 4.** **PAYMENT OF COSTS OF SERVICES.** Payment of costs of services for each member district pupil shall be made to the joint powers district 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, December and February 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. December bills are based on the revised budget and include working documents used to calculate the expenditures. February and April bills are based on December 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 joint board. That joint meeting shall be held within ten (10) working days of the request. The joint board shall reply at the joint meeting or in writing within ten (10) working days after the joint meeting. Failure of the joint 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 joint board, it may initiate arbitration of the issue within ten (10) working days of receipt of notice of the joint board's action or denial. The member district may initiate the arbitration by submitting a written request to the joint 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. If the parties in dispute cannot agree on an arbitrator, an application shall be submitted to the Bureau of Mediation Services (BMS) of the State of Minnesota for a list of seven (7) names from the 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 the contrary by the parties in dispute, the arbitrator selected shall not be a resident or voter of the member district or joint powers district. 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 joint powers district upon request of the joint powers board and approval by the school board of a member district.

**Section 7.** **UNREIMBURSED COSTS.** Any unreimbursed costs incurred by the joint powers district in providing such a special education or other special 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 cashflow, the cooperative will send a bill for 20% of the annual bill to member districts. The amount will be reduced from the bill during the following fiscal year.

## **ARTICLE V**

### **PUPILS AND RELATED MATTERS**

**Section 1.**     **ATTENDANCE.** It is intended by the member district that special education and related services provided by the member district for their resident pupils will be provided by the joint powers district; however, member districts reserve the right to provide such services to their own students.

**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 other pupils attending or who have attended the joint powers district shall be maintained by the member district. Transcripts shall be available from the member district. Cumulative records of students who attend the Southern Plains Education Cooperative programs shall be maintained by the joint powers district until the student has exited the program. When a student exits the Southern Plains program the student's records shall be transferred to the student's member district.

**Subd. 2.**        **Report Cards.** Report cards of students attending any Southern Plains program shall be issued by the joint powers district.

**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 Southern Plains administration is not available.

**Section 4.**     **SCHOOL CALENDARS.** The school calendar for the cooperative and the joint powers district shall be set by the joint board. The joint board shall annually consult with the school boards of the member districts so that similar or identical calendars might be adopted for the joint powers district and the member districts.

**Section 5.** **CO-CURRICULAR AND EXTRACURRICULAR ACTIVITIES; COMPENSATION; ASSIGNMENT OF COACHES.** Southern Plains Education Cooperative co-curricular and extracurricular activities shall be as determined by the joint board. Compensation for employees assigned to such activities shall be determined by the applicable collective bargaining agreement, if one exists, or by the joint board if no such agreement is applicable. Assignments of employees to such activities shall be determined by the joint 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 joint powers district for the cooperative program shall become the exclusive property of the joint powers district and shall be chargeable as operating costs under this Agreement. Before purchasing any such equipment, materials or supplies, the joint powers district 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 joint powers district.

**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 joint powers district and the member districts may purchase or sell equipment, materials, supplies and fixtures under a joint arrangement or bidding process.

## **ARTICLE VII**

### **LEASES**

The joint 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 joint powers district 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 joint 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 joint powers district to a member district, and by a member district to the joint powers district, shall be given by the Executive Director in the case of the joint powers district 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 joint board of the joint powers district or the school board of the member district at its administrative offices. A notice shall be timely if postmarked on the due 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 this joint powers district which was not an original signatory to this Agreement may make application to the joint powers district for membership. A majority vote of the full membership of the school board of each member district of the joint powers district and a unanimous vote of the members of the joint 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 the number of members the applicant district will have on the joint board and any obligation of the applicant district for payment of bonded debt or other obligations theretofore incurred by the joint powers district. 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 joint powers district. 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 members to the joint board authorized by the member districts. The members appointed shall have the same authority, rights and powers, including voting rights, as other members of the joint 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. 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 joint powers district. 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 that had the approval of the joint board prior to the notice of withdrawal, including bonded debt and lease-purchase or installment purchase obligations. The withdrawing member district shall also be obligated for continuing obligations or liabilities of the joint powers district caused by the withdrawal of the member district, including unemployment compensation and other costs.

**Section 4. BREACH OF AGREEMENT.** Any member district breaching this Agreement shall be given written notice by the joint powers district 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 joint powers district and joint board, in addition to other remedies provided in this Agreement, may terminate such member district's rights in the joint powers district by a resolution adopted by a majority vote of the full membership of the joint board, excluding the members

of the joint board appointed by the breaching member district. Upon termination, such member district shall not be entitled to any reimbursement from the joint powers district 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 joint powers district. The terminated member district shall, in addition, be liable for any obligations entered into by the joint powers district prior to termination, which may be collected in a legal action by the joint powers district, if necessary.

**Section 5.**

**DISSOLUTION.** The joint powers district may be dissolved and this Agreement terminated if the majority of the school boards of all member districts formally agree to dissolve the joint powers district and terminate the 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.

**Section 6.**

**AMENDMENTS TO THIS AGREEMENT.** Amendments to this Agreement may be proposed by the school board of any member district or the joint board. Notice of proposed amendments shall be sent to all member districts and the joint powers district. 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 joint powers district.

**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 joint powers district in the manner specified in Article VIII for the adoption of amendments.

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**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Addendum to the 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 Addendum to the 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 Addendum to the 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. 0458**  
(Truman School)

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

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

**IN WITNESS WHEREOF**, the officers indicated below, the member districts have signed this Addendum to the 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 Addendum to the 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 Addendum to the 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