

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. **SUPERSESION 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powers district, the joint board, the education cooperatives or other matters covered in this Agreement are hereby superseded by this Agreement.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 ~~for two (2) years and~~ 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 ~~6.7.~~[SM2]

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: