



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

May 30, 2013

AGENDA ITEM: 9.6

**TOPIC: ADOPT NORTH SUBURBAN SUMMER ACADEMY JOINT
POWERS AGREEMENT**

BACKGROUND: For several years, a number of northeast suburban school districts have been operating a successful educational enrichment summer program called "Summer Academy". The Summer Academy has been held at the Columbia Heights School District each summer, with busing and tuition paid by the families of participating students.

PROCESS: Participating school districts have formalized the joint offering of the Summer Academy by establishing a Joint Powers Agreement that will continue to facilitate the provisions of educational summer enrichment programming. The Joint Powers Agreement shall be effective from July 1, 2013 through June 30, 2016. Columbia Heights School District will continue to be the Host District and the fiscal agent until the Summer Academy Board of Directors decides otherwise.

RECOMMENDATION: Approve the North Suburban Summer Academy Joint Powers Agreement effective July 1, 2013 through June 30, 2016.

NORTH SUBURBAN SUMMER ACADEMY JOINT POWERS AGREEMENT

THIS AGREEMENT, is made and entered into by and between Independent School District No. 11, Anoka-Hennepin School District; Independent School District No. 12, Centennial Public Schools; Independent School District No. 13, Columbia Heights Public Schools; Independent School District No. 831, Forest Lake Area Schools; Independent School District No. 14, Fridley Public Schools; Independent School District No. 832, Mahtomedi Public Schools; Independent School District No. 621, Mounds View Public Schools; Independent School District No. 622, North St. Paul-Maplewood-Oakdale School District; Independent School District No. 623, Roseville Area Schools; Independent School District No. 282, St. Anthony-New Brighton School District; Independent School District No. 16, Spring Lake Park Schools; and Independent School District No. 624, White Bear Lake Area Schools.

WHEREAS, the school districts named above have a mutual desire to continue to provide gifted and talented enrichment opportunities through the North Suburban Summer Academy Program (“Summer Academy”); and

WHEREAS, the parties to this Agreement desire to make available to each participating school district the administrative and financial benefits of cooperative educational enrichment summer programming for students served by their respective school districts; and

WHEREAS, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the provision of educational enrichment summer programming through Summer Academy, as described below, pursuant to Minn. Stat. § 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually;

THEREFORE, it is hereby agreed, by and between the parties hereto as follows:

I. PURPOSE

- A. The North Suburban Summer Academy for high potential students is established as a cooperative, summer educational program for high potential students from participating school districts.
- B. The general purpose shall be accomplished by the Summer Academy Board, which shall administer the Academy program on behalf of the participating districts. The management and control of the North Suburban Summer Academy for High Potential Students shall be vested in the Summer Academy Board of Directors.

II. ORGANIZATION OF THE SUMMER ACADEMY BOARD

- A. Summer Academy shall be governed by a Board of Directors composed of the Superintendent or designee of each participating school district. In addition, the host district, the school district serving as fiscal agent, and a participating school district employing Summer Academy's Executive Director, if any, shall each have an additional voting administrative representative on the Summer Academy Board of Directors. The Academy's Executive Director shall be an ex-officio member of the Board of Directors.
- B. The Officers of the Summer Academy Board shall be a Chair, Vice-Chair, and recording Secretary who shall be representatives of the participating districts.
- C. The Summer Academy Board officers shall be determined by the members of the Summer Academy Board at its first fall meeting of each school year. A term of an officer is for one year and such term shall expire at the meeting at which the new officers are determined. Officers may serve consecutive terms.
- D. The Summer Academy Board shall meet at least quarterly and at such other times as is deemed necessary. Meetings of the Board shall be called by the Chair or by any two Board Members. At least a five-day notice shall be given for any such meeting. Representatives from the majority of the Districts shall constitute a quorum for the transaction of business. A simple majority vote of those Board Members present is required for all matters, with the exception of budget adoption and approval of the Executive Director's contract, which shall require a vote by 2/3 of the Board Members.
- E. Representation on the Summer Academy Board is essential to the operation of the Academy. Participating districts are strongly encouraged to make sure they are represented at each meeting.

- F. The Board of Directors shall retain an Executive Director as an independent contractor who shall attend to the daily operations of Summer Academy.
- G. Summer Academy shall have an Executive Committee composed of the following: the Officers of the Summer Academy Board of Directors, the Summer Academy Executive Director, an administrative representative from the school district serving as the fiscal agent of Summer Academy and one at-large administrative representative from a participating school district, designated by the Board of Directors of Summer Academy.
- H. The Executive Committee shall govern the business of the Academy in the absence of the Academy Board. The Board of Directors shall review all action by the Executive Committee and shall be vested with the authority to repeal and/or overrule Executive Committee action.
- I. Superintendents shall receive a copy of the current Summer Academy brochure and an annual written summary of the recently concluded Summer Academy. Included with the summary will be an acknowledgement of each district's intent to participate in Summer Academy for the next year.

III. POWERS AND RESPONSIBILITIES OF THE SUMMER ACADEMY BOARD

- A. The Summer Academy Board is empowered to act in the interest of the participating districts.
- B. The Summer Academy Board may:
 - 1. Take and hold by purchase, lease, grant or assignment, property for its use within the scope of this Agreement, to provide and to dispose of the same when the need for it is ended.
 - 2. Apply for and receive federal, state, local, private or other funds for which it is eligible.
 - 3. Enter into contracts and disburse funds, as it deems appropriate, for the purpose of the Academy programs and in accord with the adopted budget.
 - 4. Retain professional, support staff, and consultants as and when the need arises, but only to the extent that funds have been made available to it for that purpose.
 - 5. Organize and establish educational programs and services.
 - 6. Approve by majority vote the participation of and addition to the Summer Academy Board of Directors additional school districts after the execution of this Agreement.

- C. The Summer Academy Board shall:
 - 1. Approve job descriptions, qualifications and compensation for consultants and independent contractors retained by the Board.
 - 2. Contract with the Executive Director who shall be responsible to the Summer Academy Board for the administration of Academy programs.
 - 3. Obtain criminal background checks on all consultants and independent contractors retained by the Board.
 - 4. Establish and adopt policy and guidelines for the operation of the Summer Academy program.
 - 5. Review and approve the Summer Academy annual budget submitted by the Executive Director on or before April 1 each year.
 - 6. Review and approve the Summer Academy financial statements following the conclusion of each Summer Academy program year on or before September 1 each year.
- D. The Summer Academy Board shall 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 participating districts.
- E. With the exception of those costs that can be addressed through in-kind contributions, student fees shall cover all actual costs.

IV. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISTRICTS

- A. Appoint one representative (Superintendent or designee) and provide release time as necessary to serve as a delegate on the Academy Board.
- B. Conduct recruitment of qualified students.
- C. Assist with consultant recruitment. This includes but is not limited to:
 - 1. Summer Academy Board members participating on interview teams to approve course offerings and consultant selections.
 - 2. Posting of consultant or independent contractor staffing needs within member districts.
- D. Shared use of equipment for summer programs.

V. POWERS AND RESPONSIBILITES OF THE HOST DISTRICT

- A. The Host District shall be Independent School District No. 13, Columbia Heights Schools, until the Summer Academy Board of Directors decides otherwise.
- B. The Host District shall provide facilities and services for the Summer Academy Program. Two and one-half percent (2 ½ %) of the Summer Academy's **net tuition** shall be paid to the Host District each year.

VI. PROGRAMS AND SERVICES

- A. Summer opportunities for high potential students shall be shared by participating districts. These will be coordinated with district programs to enhance opportunities without conflicting with district programs through duplication of efforts.
- B. Joint research, evaluation and planning related to programs for high potential students shall be carried out when agreed to by the Summer Academy Board.
- C. Summer program attendance for students from non-participating districts shall be permitted on a space available basis, after a specified date, and may be at an alternative fee as determined by the Summer Academy Board.

VII. FINANCING THE NORTH SUBURBAN SUMMER ACADEMY FOR HIGH POTENTIAL STUDENTS

The Summer Academy Board shall be empowered to finance the education programs implemented pursuant to the Agreement as follows:

- A. By payments in the form of student fees to attend the Summer Academy, the amount to be determined by the Summer Academy Board.
- B. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as recommended by the Summer Academy Board.
- C. By recommending that the reserve fund balance be set at 5% of the most recent year's **net tuition**, to be reviewed annually.
- D. The fiscal year for the North Suburban Summer Academy shall be from July 1 through June 30.

VIII. POWERS AND RESPONSIBILITIES OF THE FISCAL AGENT

- A. The Summer Academy Board shall contract with a fiscal agent. The fiscal agent shall be Independent School District No. 13, Columbia Heights Schools, until the Summer Academy Board decides otherwise.
- B. The fiscal agent shall pay bills, issue payroll checks, and receive monies for the Summer Academy, as well as provide financial statements of revenues and expenditures.
- C. The fiscal agent shall receive 2.5% of the net tuition each year as payment for services rendered.
- D. The Summer Academy Executive Director and /or Summer Academy Board shall approve disbursement of funds.
- E. The fiscal agent shall provide any interest money derived from Summer Academy to the Summer Academy Board.
- F. The duties and obligations of the fiscal agent are further set forth on Exhibit A, attached hereto and made a part hereof.

IX. TERM OF AGREEMENT AND DISPOSITION OF PROPERTY UPON EXPIRATION OF THE JOINT POWERS AGREEMENT

This Joint Powers Agreement shall be effective from July 1, 2013 through **June 30, 2016**. The Agreement may be renewed for successive three-year terms by a 2/3 majority vote of the members of the Summer Academy Board of Directors, subject to the approval of the School Board of each participating School District. Upon expiration of the Agreement, any property acquired on behalf of Summer Academy as a result of the Joint Powers Agreement shall be sold and the proceeds divided equally amongst the participating school districts.

X. AGREEMENT ADMINISTRATION AND IMPLEMENTATION

The ISD No. 13 administrator and the Academy Executive Director directly involved in providing the facility or services at this time shall be the Superintendent of ISD No. 13, Kathy Kelly, and Jon Klippenes ISD No. 621, respectively.

XI. NOTICES

Any notices to or communication regarding Summer Academy for purposes of this Agreement shall be sent to:

Jon Klippenes
Mounds View Public Schools
jklippenes@gmail.com

Kathy Kelly, Superintendent
Columbia Heights Public Schools
1440 49th Avenue NE
Columbia Heights, MN 55421

Independent School District No. 622

Date: _____

Independent School District No. 623

Date: _____

Independent School District No. 282

Date: _____

Independent School District No. 16

Date: _____

Independent School District No. 834

Date: _____

Independent School District No. 624

Date: _____

EXHIBIT A

**FISCAL AGENCY AGREEMENT BETWEEN ISD NO. 13
AND NORTH SUBURBAN SUMMER ACADEMY
FOR HIGH POTENTIAL STUDENTS**

THIS AGREEMENT, is made and entered into by and between the North Suburban Summer Academy for High Potential Students, hereinafter known as the “Academy”, and Independent School District No. 13, Columbia Heights Minnesota, hereinafter known as the “District”.

WHEREAS, the Academy provides summer educational programs for high potential students in accordance with the Joint Powers Agreement by and between the thirteen participating school districts, for the term July 1, 2013 through June 30, 2016; and

WHEREAS, the Academy obtains its funding through tuition, grants and other resources available to it; and

WHEREAS, the District’s sole obligation shall be to act as fiscal agent as set forth in this agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

1. The District shall serve as the fiscal agent to the Academy. Services shall include the reporting of the financial condition of the Academy in accordance with UFARS and standard financial practices. All funds and accounts of the Academy shall be maintained separate and apart from district funds and accounts.
2. The District shall include the Academy as part of its annual fiscal report, and that report shall be subject to regular District and State audits as required by law.
3. As payment for services provided by the District as fiscal agent, including but not limited to, custodial services provided during regular custodial shift hours, the Academy shall pay the District 2.5% of net tuition revenues received by the Academy for the operation of its programs. Such payments shall be made to the District on an annual basis and shall be received on or before the end of each contract year.
4. The Academy shall have access to District copy and duplication equipment for office and administrative purposes only. Said use shall be subject to mutual agreement by the Academy and the District, and shall be in accordance with duplication procedures in place within the District. The Academy shall provide at its expense all supplies needed for its use of district duplication equipment.

5. The Academy is organized as an independent, self-sustaining educational program through its Joint Powers Agreement, and is not a part of the legal structure of the District. The Academy is governed by its own Board of Directors, which is comprised of participating school districts. The Academy Board of Directors shall enter into whatever contracts it deems necessary to facilitate its purposes and programs.
6. To the extent that any profit or loss is sustained by the Academy, such profit or loss is attributed only to the Academy and its Board of Directors, and not to the District. The Academy Board of Directors shall designate the individual who shall have authority to approve and submit expenditures to the District for payment and shall provide to the District minutes of the Academy Board of Directors meeting(s) at which the Board designated such individual who shall have authority to approve and submit expenditures to the District. The Academy Board of Directors or its designee shall also provide the District with copies of all contracts or agreements, which are submitted to the District for payment, and all such contracts must be signed by the Chairperson or designee of the Summer Academy Board of Directors. As the fiscal agent for the Academy, the District shall not have authority to approve or disapprove expenditures, but shall only function as the conduit of monies received and expenditures made by the Academy, which have been approved by the Summer Academy Board of Directors in accordance with the Joint Powers Agreement.
7. The Academy may use the District's taxpayer identification number to purchase supplies and services necessary for the operation of the Academy.
8. The District shall issue a P-card for the Academy's use, permitting funds to be withdrawn directly from or deposited directly to the Academy's accounts payable and accounts receivable.
9. The District shall bill the Academy for all fiscal agency services provided by the District for the benefit of the Academy including, but not limited to, the District's systems operations employee if contracted as a consultant to the Academy and any overtime for custodial services performed after regular custodial shift hours.
10. The Academy shall acquire and keep in full force and effect liability insurance coverage as is necessary to adequately insure against any and all potential losses resulting directly or indirectly from the operation of the Academy, and shall provide proof of such insurance to the District on an annual basis. The District shall be named as an additional insured on such insurance policy.
11. The Academy shall assume full liability for its activities and programs and shall indemnify and hold harmless the District, its officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from the operation of the Academy.
12. The Academy shall determine what programs are offered each year, and shall determine all staffing needs each year, without the consultation or approval of the District.

- 13. All payments made in the operation of the Academy, shall be made from funds generated by the Academy and it is understood that under no circumstances is the District undertaking or obligated to provide its funds for the operation of the Academy.
- 14. No employee, independent contractor or agent of the Academy shall be considered an employee of the 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 or discharge of employment; individual contracts; and continuing contract rights.
- 15. The District shall have no authority under any circumstances to hire or retain, discipline, supervise, evaluate, provide work direction, set hours of work or operation of the Academy, or discharge any employee, independent contractor, or agent of the Academy.
- 16. This agreement may be amended only in writing executed by both parties.
- 17. This agreement shall be governed by the laws of the State of Minnesota.
- 18. This agreement shall be in full force and effect for the period from July 1, 2013 through June 30, 2016, and may be extended by mutual agreement for successive three-year terms. Either party wishing to terminate this agreement must give a 90-day notice prior to the expiration date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and each warrants that s/he is empowered and authorized to execute this agreement.

North Suburban Summer Academy Date: _____

By _____ Its _____

Independent School District No. 13 Date: _____

By _____ Its _____

By _____ Its _____