

**Joint Powers Agreement Among
West Metro School Districts for Network Collaboration**

This Agreement is made and entered into pursuant to Minnesota Statutes § 471.59 by and between Independent School District 273 (“Edina”), Independent School District 272 (“Eden Prairie”), Independent School District 270 (“Hopkins”), Independent School District 280 (“Richfield”), Independent School District 283 (“St. Louis Park”), Independent School District 276 (“Minnetonka Public Schools”), Independent School District 278 (“Orono”), Independent School District 885 (“St. Michael-Albertville Public Schools”), Independent School District, Independent School District 877 (“Buffalo-Hanover-Montrose Public Schools”), Independent School District 277 (“Westonka Public Schools”), Independent School District 15 (“St Francis Area Schools”), Independent School District 194 (“Lakeville Area Schools”) hereafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this Agreement.

I. Purpose and Name

The purpose of this Joint Powers Agreement (“JPA”) is to enable members to develop the shared use of fibers provided by the various parties, share resources among themselves, and be able to collectively procure network services. The JPA would also enable members to collectively apply as a consortium for eligible E-Rate (a Federal Program) and Telecommunication Equity Aid (a State of Minnesota Program).

The name of the consortium shall be West Metro Schools Network (“WMSN”).

II. Governance

The WMSN shall be governed by a Board consisting of one representative of each of the parties to the JPA. Upon the commencement of this Agreement, each Party shall be represented by the individual identified in Attachment A to serve on the Board. Each party may change the individual representing it on the Board by notifying all Parties.

1. The Board shall elect from among its members - A Chair, a Vice-Chair, and a Secretary as officers of the Board.
2. Officers shall be elected annually at the first meeting of the calendar year.
3. Officers shall serve a one-year term or until their successors are elected. The term of office shall be effective and shall run from the date immediately following the date of the meeting at which the officers are elected.
4. No member may hold more than one office at a time.
5. The Chair's duties and responsibilities include representing the Board as its principal spokesperson, presiding at Board meetings; directing the preparation of the agenda for all Board meetings; and appointing participants of standing and special committees.
6. The Chair may recommend to the Board for its approval, the establishment of special or standing committees to assist the Board in performing its duties and responsibilities. The Chair's recommendation shall include the duties and responsibilities of the committee, taskforce or

workgroup, its chair and members, and any other matters necessary for the efficient operation of the committee.

7. The Vice-Chair shall exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve or is not available to fulfill such duties and responsibilities.
8. The Secretary shall be responsible for recording and distributing the minutes of all Board meetings.
9. The full board shall appoint a Fiscal Agent who will manage the financial affairs of WMSN.
10. The business address of WMSN Board shall be that of the Fiscal Agent.

III. Meetings

1. Meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law.
2. The Chair may cancel regular meetings where it appears that a quorum of Board members will not be present, or where there is no business for the Board to conduct. Notice of meeting and cancellations shall be provided to the members of WMSN as far in advance of the scheduled meeting as possible and shall comply with applicable State law.
3. A simple majority of the membership shall constitute a quorum. To the extent permitted by law, a member may request the chair that they participate in board meetings using electronic conferencing technology. The Chair must assure that reasonable accommodations have been made for interested parties to attend JPA board meetings.
4. A proposed agenda for each Board meeting shall be established and published by the Chair and sent to the Board members prior to the meeting.
5. Each member is responsible for notifying the Chair, Vice-Chair or the Secretary if he or she is unable to attend a meeting.

Unless otherwise specified or agreed, Robert's Rules of Order will govern procedure to be followed in Board or Committee proceedings when not inconsistent with the bylaws and any special rules of procedure adopted by the Board. The Chair will serve as the parliamentarian. Robert's Rules of Order are adopted merely as matters of form and convenience, and the Board's failure to follow such Rules shall not be deemed to invalidate any action or business of the Board performed in a duly called and noticed meeting and affirmatively agreed to by a majority of the Board or attending quorum of the Board.

IV. Bylaws and Amendments

1. The Board may adopt Bylaws to govern its operations. Such Bylaws shall be consistent with the Agreement and applicable law.
2. Any Member of the Board or Member's Official Representative may propose amendments to this Agreement and any Bylaws.
3. Proposed amendments shall be submitted in writing to each member of the Board at least 14 days prior to the meeting at which an amendment is to be proposed and considered. A statement explaining the purpose and effect of the proposed amendment shall accompany the proposed amendment.
4. Amendments shall be considered at a regular meeting of the Board. A majority vote of the full Board is required for approval and adoption of an amendment of the Agreement or Bylaws.

V. Miscellaneous

1. When making a joint purchase on behalf of the collaborative the Board shall first consult with each member District to ensure that the requirements of all members and the specifications for the equipment, materials, services and supplies to meet the needs of each party.
2. The Board may enter into agreements with member Districts by which the member District purchases equipment or services on behalf of the collaborative. In such instance, the purchasing member will serve as the fiscal host and will directly bill other districts with appropriate inventory and documentation of the purchase.
3. Each member may also purchase items separately and shall be separately accountable for its own expenditures of public funds made hereunder.
4. Neither party shall assume any responsibility for the accountability of funds expended by the other or the issuance of a purchase document by the other party.
5. As mutually agreed upon, either by district size, percentage used or other means, the parties may share the costs associated with the shared purchasing process.
6. Each member shall agree to hold the other member harmless in the event of the parties hereto agree and acknowledge that damage to equipment or data integrity due to acts of God or other uncontrollable events can occur. The parties agree to release the other parties from liability or damage resulting from said events, but only to the extent the liability or damage is not caused by the negligent or wrongful conduct of party.
7. Equipment purchased jointly will be considered to have a five year useful life and be depreciated evenly over the five-year period. In the event of dissolution of this agreement, the member retaining and taking sole ownership of the equipment will compensate the other members based on the value of the item's remaining useful life value.
8. If mutually agreed upon a member hosting jointly purchased equipment will purchase a rider to cover the equipment and the cost will be split pro rata by the members.
9. The Board shall adopt and maintain and annually review a service level agreement (SLA) that defines management and access of purchased and managed hardware and services.
10. Term: The term of this Agreement is for a period of five years from the time of the date of the last signatory. The term shall automatically renew for one year period until such time as the JPA is dissolved or the Agreement amended as described in Section IV of this Agreement.
11. Costs: All mutually agreed upon costs and contracts on behalf of the consortium and 3rd party vendors and/or suppliers approved by the JPA shall be shared among all members equally unless a different allocation is agreed by the Board and the impacted members.
12. Conflict of Interest: A member shall declare a conflict of interest prior to deliberations on the issue from which the conflict arises. The Board will determine whether that conflict should preclude the member from voting.
13. Record Retention: Members of the JPA and the Board shall retain records in accordance with the requirements of the State of Minnesota.
14. Withdrawal: A member may withdraw from this Agreement upon providing sixty (60) days written notice to all the JPA members. A withdrawing member shall still be obligated to meet all of its responsibilities through the end of the Term as described above, including all financial obligations. A financial obligation is defined as a product or service that the withdrawing District benefited from.
15. Termination: This Agreement shall terminate i) upon written agreement of all then- current members of the JPA; or ii) by operation of law or court order; or iii) when there are no more than

two members.

16. Dissolution: The JPA shall dissolve upon action authorized representatives of a majority of the then-current members of the JPA, and not a quorum consisting of less than the entire Board.
17. Jurisdiction: This Agreement, and executed amendments thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Agreement, or breach thereof, shall be in the state of federal court with competent jurisdiction in Hennepin County, Minnesota.
18. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersede all oral and written agreements and negotiations between the parties relating to the subject matter and the formation of the joint powers
19. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument.
20. Invoicing: The Fiscal Agent of the Consortium shall send invoices for Consortium expenditures on the first business day of each month where applicable. Terms for Parties to submit payment to the Fiscal Agent shall be Net 30 days from the date of receipt of invoicing from the Fiscal Agent.
21. Dispute Resolution: Disputes between the parties shall be resolved by arbitration administered by the American Arbitration Association. As a condition precedent to arbitration, the parties to a dispute shall attempt to resolve the dispute through mediation.

In WITNESS WHEREOF and by virtue of duly authorized signatures set forth below, the School Districts have executed this Agreement on the dates indicated below.

ISD 273 Edina Public Schools

By:

Title:

Date:

ISD 280 Richfield Public Schools

By:

Title:

Date:

ISD 272 Eden Prairie Public Schools

By:

Title:

Date:

ISD 283 St. Louis Park Public Schools

By:

Title:

Date:

ISD 270 Hopkins Public Schools

By:

Title:

Date:

ISD 278 Orono Public Schools

By:

Title:

Date:

ISD 276 Minnetonka Public Schools

By:

Title:

Date:

ISD 885 St Michael-Albertville

By:

Title:

Date:

ISD 277 Westonka Public Schools

By:

Title:

Date:

ISD 877 Buffalo-Hanover-Montrose

By:

Title:

Date:

ISD 194 Lakeville Area Schools

By:

Title:

Date:

ISD 15 St Francis Area Schools

By:

Title:

Date:



Attachment A
Superintendent or School District Representative

Independent School District 723 (Edina)

Member: Steve Buettner

5701 Normandale Rd

Edina MN 55424

952.848.4849

steve.buettner@edinaschools.org

Independent School District 272 (Eden Prairie)

Member Representative: Joe Brazil

8100 School Road

Eden Prairie, MN 55344

952-975-7770

jbrazil@edenpr.org

Independent School District 270 (Hopkins)

Member: Ivar Nelson

1001 Hwy 7

Hopkins, MN 55305

952.988.4100

ivar.nelson@hopkinsschools.org

Independent School District 280 (Richfield)

Member Representative: Cory Klinge

Independent School District 283 (St. Louis Park)

Member Representative: Thomas Marble

Independent School District 276 (Minnetonka Public Schools)

Member Representative: Mike Dronen

5621 County Road 101

Minnetonka, MN 55345

952-401-5000

Independent School District 278 (Orono)

Member Representative: Alexander Townsend



685 Old Crystal Bay Road
Long Lake, MN 55359
952-449-8300
alexander.townsend@orono.k12.mn.us

Independent School District 885 (St Michael-Albertville)

Member Representative: Wayne Hoistad
11343 50th St NE
Albertville, MN 55301-9769
wayneh@mystma.org

Independent School District 877 (Buffalo-Hanover-Montrose)

Member Representative: Mathew Nelson
214 1st Ave NE
Buffalo, MN 55313-1697
(763) 682-8707
mnelson@bhmschools.org

Independent Westonka Public Schools
Ind. School District #277
5901 Sunnyfield Road East
Minnetrisita, MN 55364

Technology Contact: Cory Wolf, Director of Technology Services, (952) 491-8027;
wolfc@westonka.k12.mn.us

Independent School District #15(St Francis Area Schools)

Member Representative: Jeff Kienitz
4115 Ambassador Blvd NW
St Francis MN 55070
jefkie@isd15.org

Independent School District #194(Lakeville Area Schools)

Member Representative: Tracy Brovold
William Holmgren - signer
17630 Juniper Path, Suite A
Lakeville, MN 55044
507.469.9212
tracy.brovold@isd194.org

