

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 herein, 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;

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

I. PURPOSE

- A. The North Suburban Summer Academy is established as a cooperative, rigorous summer educational program for district identified students.
- B. The management and control of the North Suburban Summer Academy shall be vested in the Summer Academy Board of Directors.

II. ORGANIZATION OF THE SUMMER ACADEMY BOARD

- A. The Summer Academy shall be governed by a Board of Directors composed of the Superintendent or designee of each participating school district. It is preferred that designee have a Minnesota K-12 Principal license. ,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 deemed necessary. Meetings of the Board shall be called by the Chair or by any two Board Members. Board meeting shall be conducted in accordance with the Minnesota Open Meeting Law, except at least a five-day notice shall be given for meetings held outside the regular schedule. A majority of participating representatives shall constitute a quorum for the transaction of business. A simple majority 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 of two-thirds 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 the Summer Academy.
- G. The 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 convene as necessary during periods between Board of Directors' meetings to address matters and engage in decision-making related to the operation of the Summer Academy, **except those matters** delineated in Article III, which are exclusively Board powers. Decisions of the Executive Committee shall be by a majority vote of the Executive Committee members in attendance, provided a quorum is present. Each Executive Committee member shall have one vote. Actions/decisions taken by the Executive Committee shall be submitted to the Board of Directors at its next regularly scheduled meeting for review, and actions/decisions of the Executive Committee are subject to ratification or rescission by the Board of Directors.
- I. The Superintendents of all member districts shall receive a copy of the current Summer Academy brochure, and an annual written summary of the most recent concluded Summer Academy shall be submitted to each Superintendent.

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 contractors, employees, 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 employees, consultants and independent contractors who serve the Summer Academy.
2. Enter into a contract with the Executive Director as an independent contractor, who shall be responsible to the Summer Academy Board for the administration of the Summer Academy.
3. Obtain criminal background checks on all employees, 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 October 1 each year.

D. The Summer Academy Board shall also have authority and duties necessary to achieve the purpose of this Agreement, to the extent that its action(s) is consistent with the intent and purpose of this Agreement and complies with all state and federal statutes applicable to the participating districts.

IV. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISTRICTS

- A. Appoint one representative (Superintendent or designee) and provide release time as necessary to serve as a member of the Summer Academy Board.
- B. Refer qualified students to the Summer Academy.
- C. Assist with recruitment of employees, consultants and independent contractors, such as:
 1. Summer Academy Board members participating on interview teams and the selection process for employees, consultants and independent contractors.

2. Summer Academy Board members providing input into the approval of course offerings.
 3. Posting and/or advertising for Summer Academy staff within member districts.
- D. Provide equipment for Summer Academy programs, including but not limited to computers.

V. POWERS AND RESPONSIBILITIES OF THE HOST DISTRICT

- A. The Host District for the Summer Academy shall be Independent School District No. 13, Columbia Heights Schools, unless the Summer Academy Board decides otherwise.
- B. The Host District shall provide the physical facilities and related services, such as custodial, technology, food service and other services, as determined by the Summer Academy Board.
- C. \$12,500.00 shall be paid to the Host District each fiscal year in compensation for services provided as the Host District.

VI. PROGRAMS AND SERVICES

- A. The rigorous summer enrichment opportunities shall be available for participating district-identified students. Summer Academy programs and services 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 district-identified students shall be carried out when authorized 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 tuition to attend the Summer Academy, the amount to be determined by the Summer Academy Board.

- B. Student tuition shall cover all actual costs of the Summer Academy, including, but not limited to staff, transportation, field trips and supplies.
- C. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as established by the Summer Academy Board.
- D. By recommending that the reserve fund balance be set at 5% of the most recent year's net tuition, to be reviewed annually.
- E. 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, unless 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 \$12,500.00 each fiscal year on June 30, as payment for services rendered.
- D. The Summer Academy Executive Director shall have authority to approve expenditures that are no more than \$30,000. All expenditures in excess of \$30,000 must receive advance approval by the Summer Academy Board, or, if necessary, by the Executive Committee prior to disbursement of funds. All expenditures must be reported to the fiscal agent and the Summer Academy Board.
- E. The fiscal agent shall submit a report of any interest earned on Summer Academy funds to the Summer Academy Board each fiscal year for a determination regarding allocation.
- F. The duties and obligations of the fiscal agent are further set forth in Exhibit A, attached hereto and made a part hereof.

IX. TERM OF AGREEMENT, WITHDRAWAL AND TERMINATION

- 1. This Agreement shall remain in effect from June 30, 2019 through June 30, 2020, subject to termination described in this Agreement.
- 2. This Agreement shall terminate: (a) upon written agreement of all member districts; (b) upon operation of law or court order; or (c) when there are no more than two participating member districts.

3. A member district may withdraw from the North Suburban Summer Academy Program and this Agreement with written notice to all member school districts on or before December 31 of a contract year. A withdrawing member shall satisfy all of its financial responsibilities and other commitments up to the effective date of withdrawal.
4. Upon expiration or termination of this Agreement, any Summer Academy funds shall be distributed to the member districts at the time of expiration/termination, in amounts determined by the Summer Academy Board. Any property acquired on behalf of the Summer Academy as a result of this Agreement shall either be: (a) sold on the open market, on whatever terms the Board deems legal and desirable, and the proceeds (subject to outstanding interests of third parties) shall be distributed among participating member districts; or (b) distributed to participating member districts, as determined by the Academy Board.

X. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Action by Parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single government unit” for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts of omissions of the other Parties. The tort cap limits specified for cooperative agreements under Minnesota Statutes §471.59 shall apply to this Agreement and to the activities of the Parties to this Agreement. The statutory limits for the Parties may not be added together or stacked.
- B. To the fullest extent permitted by law, each member district of the North Suburban Summer Academy Program agrees to defend and indemnify the others, their school board members, and employees from and against all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the member district, or anyone directly or indirectly employed or hired by the member district, or anyone whose acts the member district may be liable.
- C. The Board of Summer Academy shall purchase a policy of liability insurance, and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the Board and the Parties to this Agreement and their employees, officials and agents, in an amount not less than the statutory maximum set forth in Minnesota Statutes §466.04. The cost of the liability insurance policy shall be paid from Summer Academy funds.
- D. Nothing in this section shall be construed as a waiver by any participating member of the Summer Academy of any immunity, defenses or other limitations on liability to which the member is entitled by law.

XI. NOTICES

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

Kathy Kelly, Superintendent
Columbia Heights Public Schools
1440 49th Avenue, N.E.
Columbia Heights, MN 55421

Summer Academy Executive Director:
Michael Schroeder
Michael.schroeder@isd623.org

XII. COUNTERPARTS; FACSIMILE COPIES

This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. The Parties to this Agreement acknowledge and agree to accept and be bound by facsimile transmitted copies of this Agreement and its counterparts.

IN WITNESS WHEREOF, ISD No.11, ISD No. 12, ISD No.13, ISD No. 831, ISD No. 14, ISD No. 832, ISD No. 621, ISD No. 622, ISD No. 623, ISD No. 282, ISD No. 16, and ISD No. 624 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

_____	Date: _____
Independent School District No. 11	
_____	Date: _____
Independent School District No. 12	
_____	Date: _____
Independent School District No. 13	
_____	Date: _____
Independent School District No. 831	
_____	Date: _____
Independent School District No. 14	
_____	Date: _____
Independent School District No. 832	

Independent School District No. 621

Date: _____

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. 624

Date: _____

EXHIBIT A

FISCAL AGENCY AGREEMENT BETWEEN ISD NO. 13 AND NORTH SUBURBAN SUMMER ACADEMY

THIS AGREEMENT, is made and entered into by and between the North Suburban Summer Academy, hereinafter known as the "Academy", and Independent School District No. 13, Columbia Heights Minnesota, hereinafter known as the "District".

WHEREAS, the Academy provides a rigorous summer educational programs for district identified students in accordance with the Joint Powers Agreement by and between the twelve participating school districts, for the term July 1, 2019 through June 30, 2020; 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 \$12,500.00 each fiscal year on June 30th. 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 a cooperative, self-sustaining educational program through a 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. If the District provides services beyond those described in this Exhibit and the Joint Powers Agreement, such services and related payment must be approved by the Summer Academy Board or the Executive Committee (subject to Board Approval).

10. The Academy Board 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 and the District shall assume full liability for its own activities and programs and shall indemnify and hold harmless each other, their officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from their own operations.
12. The Academy and its Board 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, 2019 through June 30, 2020, and may be extended by mutual agreement. 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

By _____
Its _____

Date: _____

Independent School District No. 13

By _____
Its _____

Date: _____