

# **RUM RIVER SPECIAL EDUCATION COOPERATIVE**

## **AMENDED AND RESTATED JOINT POWERS AGREEMENT**

This Joint Powers Agreement (the “Agreement”) is made and entered into as of November 1, 2024, by and among Independent School District No. 314 (Braham), Independent School District No. 473 (Isle), Independent School District No. 912 (Milaca), Independent School District No. 332 (Mora), Independent School District No. 333 (Ogilvie), and Independent School District No. 477 (Princeton) all being school districts and governmental units of the State of Minnesota (hereinafter referred to as the "Member Districts").

### **RECITALS:**

**WHEREAS**, the Member Districts desire to amend and restate the prior Joint Powers Agreement for the Rum River Special Education Cooperative dated July 1, 2019, as previously amended or supplemented, pursuant to the terms and conditions described below.

**NOW, THEREFORE**, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I**

#### **AUTHORITY; NAME; PURPOSE**

**Section 1. AUTHORITY.** This Agreement is entered into by and among the Members Districts pursuant to Minnesota Statutes, Section 471.59 (the “Act”), which authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar

powers.

**Section 2. NAME.** The name of the joint powers special education cooperative entity created hereunder shall be the Rum River Special Education Cooperative (hereinafter the “Cooperative”).

**Section 3. PURPOSE; PRIOR AGREEMENTS SUPERSEDED.** The purpose of this Agreement is to establish the Cooperative and a Joint Powers Governing Board (hereinafter the “Governing Board”) and the Joint Powers Executive Council (herein referred to as the “Executive Council”) through which the Member Districts may jointly and cooperatively provide special educational programming and services at one or more sites. The educational programming and services shall include special education and any other educational programs that are requested by one or more Member Districts and approved by the Governing Board. The Governing Board and Executive Council shall, on behalf of the Member Districts, apply for, receive, and administer educational funding, including state special education reimbursements and money received through federal and other sources. The Governing Board and Executive Council shall administer these funds and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth herein. The establishment of the Cooperative shall facilitate the delivery of services provided by State and Federal law and regulations, the Commissioner of Education, and the Member Districts. The care, management, and control of the Rum River Special Education Cooperative shall be vested in the Cooperative’s Governing Board (its joint board in accordance with the Act).

This Agreement amends and supersedes all previous agreements and the Member Districts intend that all prior iterations of the joint powers agreement (including amendments) pursuant to which the Cooperative operated, be terminated and entirely replaced and superseded by this Agreement.

## **ARTICLE II**

### **GOVERNANCE**

#### **Section 1. GOVERNING BOARD; ALTERNATE MEMBERS; TERM; VACANCY.**

The management and control of the Cooperative shall be vested in a Governing Board, which shall have the authority to function as an entity separate and apart from any of the Member Districts and generally to act in furtherance of the Member Districts' joint interests and intentions hereunder. Each member of the Governing Board (including alternate members) shall be a member of a board of a Member District that has been appointed by the board of a Member District. Each Member District shall also appoint an alternate member who shall participate in meetings of the Governing Board in the absence of the primary board member. Each Member District shall have at least one member and one alternate member on the Governing Board. The Executive Director of the Cooperative shall serve as an ex officio member of the Governing Board, but shall not have a vote. The Superintendent of each Member District shall also serve as ex officio members of the Governing Board, but shall not have a vote. Each member and alternate member of the Governing Board shall be appointed for a two-year term, may be reappointed, and shall continue to serve until such member's successor is appointed. Each Member District shall be entitled to only one vote, which must be made in person and not in proxy. A vacancy on the Governing Board shall occur if a member of the Governing Board is no longer a board member of

his or her Member District, or if the vacancy occurs as a result of death, disqualification, resignation, disability, removal, or such other cause. A vacancy on the Governing Board shall be filled for the unexpired term by appointment of the school board of the Member District whose seat is vacant, within 30 days of the vacancy. A person appointed to the Governing Board shall qualify as a Governing Board member by filing with the chair a written certificate of appointment from the appointing board of the Member District in question.

**Section 2. OFFICERS.** The officers of the Governing Board shall be a Chair, Vice-Chair, and a Clerk-Treasurer. The Chair shall preside at all meetings of the Governing Board, execute undertakings offered as directed by the Governing Board, and shall be the official representative of the Governing Board in all matters relating to the Cooperative. In the Chair's absence, the Vice-Chair shall preside and have all the powers of the Chair. The Clerk-Treasurer shall be responsible for ordering and signing of all contracts, at the direction of the Board. The Secretary of the Governing Board shall be the Executive Director of Special Education and as such, shall serve in the capacity of an Executive Secretary. The Executive Secretary shall have no vote and no authority as a Board member. The Clerk-Treasurer shall also keep a complete record of the minutes of each meeting and shall be the custodian of the funds of the Cooperative. The election of the officers shall be pursuant to majority vote of the members of the Governing Board at its first meeting of each fiscal year. Each officer of the Governing Board shall be appointed for a one-year term, may be reappointed, and shall continue to serve until such member's successor is appointed and qualified. At any meeting at which a quorum is not present, the delegates in attendance have the power to set the time and place for the next meeting. A quorum shall consist of a majority of all the voting members of the Governing Board.

## **ARTICLE III**

### **DUTIES AND POWERS OF THE GOVERNING BOARD**

The Governing Board, in addition to the duty and authority found elsewhere in this Agreement, is empowered generally to act in the interest of the Member Districts and shall have all authority and powers granted by the Act and authority and powers common to the Member Districts as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include, but not limited to, the following specific powers of the Governing Board:

1. The Governing Board shall have the general charge of the business and administration of the affairs of the Cooperative and the ownership of its facilities, fixtures, and personal property.
2. Establish special educational programs for, and arrange the provision of special education and related services to students on behalf of the Member Districts.
3. Provide or procure necessary facilities, equipment, and property by purchase, lease, grant, or through other lawful means, subject to any applicable statutory provisions, for its use within the scope of this Agreement and to dispose of same in accordance with law and this Agreement when the need for it has ended or when the Agreement is terminated.
4. The Governing Board shall take such action as it deems necessary and proper to accomplish the purposes of the Cooperative, or any other action necessary and incidental to the implementation of said purposes or actions, including, but not limited to, entering into contracts, leases or agreements with a Member District or others, whenever the Governing Board shall deem such action to be advisable.
5. The power to adopt bylaws which shall provide for the following: the date of the annual

meeting of the Governing Board, duties of the officers, voting procedures, the definition of a quorum, and such other matters which the Governing Board may deem necessary and proper.

6. Govern the affairs of the Cooperative under the policies, guidelines, and directives of the Governing Board within the law.
7. The power to acquire and dispose of real and personal property.
8. To hire, supervise, assign, and terminate Cooperative employees.
9. Annually review the Joint Powers Agreement and report to Member District Boards and, to the extent required by law, the Commissioner of Education about the activities of the Cooperative.
10. Adopt fiscal, personnel, and other policies consistent with applicable law to govern the administration and operation of its services as well as those services and staff shared between the Cooperative and the Member Districts and/or other agencies.
11. Contract for services reasonably necessary to achieve the purpose of this Agreement.

## **ARTICLE IV**

### **FINANCE**

**Section 1. FISCAL AGENT.** The Cooperative, through its Governing Board, shall act as the fiscal agent for the Cooperative or contract with a Member District or third party as otherwise determined by the Governing Board. The Cooperative's duties, as fiscal agent, include, but are not limited to, management of the fiscal affairs related the operations of the Cooperative, reporting of the financial condition of the Cooperative in accordance with UFARS and standard

financial practices. All funds and accounts of the Cooperative shall be maintained separate and apart from funds and accounts of the Member Districts. Subject to review and approval by the Governing Board, the fiscal agent shall pay bills, issue payroll checks, and receive monies for and on behalf of the Cooperative, as well as provide financial statements of revenues and expenditures concerning the operations of the Cooperative.

**Section 2. ALLOCATION OF COSTS.** The operating and maintenance costs of the Cooperative, including such things as programming, salaries, travel, supplies, equipment, and facilities maintenance, shall be borne by the Member Districts. Costs for programs paid with local and state funds shall be shared among the Member Districts as determined by the Governing Board. Federal program expenditures shall be based on the December child count (number of students with disabilities) from the prior year. Member Districts will be billed for their proportionate share of the costs of the operation of the Cooperative based upon a billing schedule determined by the Governing Board. Final billing to each Member District will take place at the end of the fiscal year. A certified audit and financial report shall be prepared at the close of each fiscal year by a certified public accountant that has been approved by the Governing Board.

**Section 3. EXPENSES RELATED TO DISPUTE RESOLUTION.** Each Member District will be responsible for its own costs, including attorney's fees, incurred in due process proceedings, including, but not limited to, actual or threatened administrative complaints, due process hearings, and mediation or other dispute resolution procedures related to such actual or threatened administrative complaints.

**Section 4. ANNUAL BUDGET.** Prior to July 1 of each year, the Governing Board will review and approve a revenue and expenditure budget for the next fiscal year. Budget revisions

shall be presented to the Governing Board for approval during the current year if adjustments become necessary. Proposed budget adjustments shall be recommended by the Executive Council prior to consideration by the Governing Board.

## **ARTICLE V**

### **MEMBERSHIP**

Section 1. **ADDING MEMBER DISTRICTS.** An independent school district may become of member of the Cooperative with the approval, in writing, of at least a majority of the Governing Board. Such applicants shall also agree to any other terms required by the Governing Board provided for in the resolution authorizing such school district to become a member (including any membership fees and or payments). Before any school district is accepted to the Cooperative, the cost and fiscal responsibility shall be presented in writing to the district requesting membership. Upon approval by the Governing Board, the school district, by action of a majority of its school board, shall adopt a resolution authorizing such school district to become a member upon executing this Agreement and any amendments thereto. A certified copy of such resolution, along with the executed Agreement (including any amendments) shall be furnished to the clerk of the Governing Board, whereupon such school district shall be deemed to be a Member District bound by the terms of this Agreement, any amendments thereto, and the Cooperative's bylaws.

Section 2. **WITHDRAWAL OF MEMBER DISTRICTS.** 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 school board of each other Member District and to the Cooperative's Executive Director. The notice shall include a certified copy of



the adopted withdrawal resolution. The withdrawal shall become effective only on June 30 of the fiscal year following the year in which the notice of withdrawal was provided to the Cooperative and each Member District. The withdrawing Member District is encouraged to submit comment as to why it is withdrawing. The withdrawal of a Member District shall not affect the continuing liability of that Member District for continuing obligations incurred that had the approval of the school board of that Member District prior to the notice of withdrawal.

Section 3. **FINANCIAL IMPLICATIONS OF WITHDRAWAL.** Upon withdrawal from the Cooperative, the withdrawing Member District shall be refunded its proportionate share of current depreciated value of any real or personal property it helped purchase (offset by any liabilities). Notwithstanding anything herein to the contrary, the amount refunded to a withdrawing Member District shall not exceed the proportionate share originally paid by the withdrawing Member District for any property of the Cooperative and such withdrawing Member District shall not be entitled to any portion of the Cooperative's fund balance. Payment from the withdrawing Member District to the Cooperative or from the Cooperative to the withdrawing Member District will be made as soon as possible following the effective date of withdrawal. Unless otherwise mutually agreed upon, all payments will be made within five (5) years of the effective date of withdrawal. An interest rate equal to the prime lending rate (in effect at the time the interest begins to accrue) plus two percent (2%) applies to any balance outstanding after one (1) year.

Notwithstanding anything herein to the contrary, the withdrawing Member District remains responsible for its share of any debt incurred by the Cooperative pursuant to Minnesota Statutes, Section 123B.02, subdivision 3.

In the event a Member District consolidates with another Member District and thereby creates another new school district, the new district continues as a Member District and assumes responsibility for the debt and assets of the consolidated districts. The new consolidated Member District must only appoint one member to the Governing Board and is only entitled to one vote on the Governing Board. The withdrawal of any Member District shall be subject to other applicable laws, including, but not necessarily limited to, Minnesota Statutes, Section 123A.33 (as amended).

## **ARTICLE VI**

### **DURATION; DISSOLUTION; BREACH; LIABILITY; INSURANCE**

**Section 1. DURATION.** This Agreement shall be perpetual in duration unless terminated pursuant to provisions of this Agreement, as amended, or any state law terminating the Agreement.

**Section 2. DISSOLUTION.** The boards of two-thirds of the Member Districts may agree to dissolve the Cooperative by adopting written resolutions approving the termination of this Agreement and the dissolution of the Cooperative. Such determination, however, shall become effective only on June 30 of the fiscal year following the year in which the vote occurred. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Member Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance. Upon dissolution of the Cooperative, all of its property remaining after payment or reservation for debts and liabilities shall be divided among the Member Districts in accordance the Cooperative's bylaws. The Dissolution of the Cooperative shall be subject to other applicable laws, including,

but not necessarily limited to, Minnesota Statutes, Section 123A.33, as amended.

**Section 3. BREACH OF AGREEMENT.** Any Member District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) days in which to cure the breach. The breaching Member District shall be liable for any expenses incurred by any other Member District to enforce the provisions of this Agreement and any damages incurred by other Member Districts as a result of the breach.

**Section 4. LIABILITY.** No Member District shall be liable for the acts or omissions of the Cooperative, nor shall a Member District be liable for acts or omissions of another Member District. The liability and the monetary limits of liability of the Cooperative, the Member Districts, their officers, employees, representatives, and agents shall be governed by the Minnesota Government Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable laws.

**Section 5. INSURANCE.** The Cooperative shall maintain property insurance on its buildings, fixtures, and personal property. The Cooperative shall also maintain liability insurance in not less than the statutory maximum liabilities for school districts.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

**Section 1. CAPTIONS.** 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 2. AMENDMENTS TO THIS AGREEMENT.** The Governing Board shall review this Agreement annually. Amendments to this Agreement may be proposed by the school

board of any Member District or by the Governing Board of the Cooperative. Notice of proposed amendments shall be sent to all Member Districts. The amendments must be adopted by majority vote of the full membership of each Member District school board. No amendment shall become effective until it has been approved and executed by all the Member Districts. An amendment approved under this Section shall be an addendum to this Agreement.

**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 effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school boards of the Member Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the school boards of the Member Districts by resolutions adopted in the manner specified in this Article VII for the adoption of amendments.

**Section 4. NOTICES.** All notices required or permitted to be given by a Member District shall be given by the clerk of its school board. The notice shall be in writing and shall be sent by first-class mail or electronic mail to the administrative offices of the school board of a Member District or the Governing Board, as appropriate. A notice shall be timely if postmarked or emailed on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion, or minutes of the school board specifying the school board action shall be sent with the notice.

**Section 5. ENTIRE AGREEMENT; APPLICABLE LAW.** This Agreement contains the entire agreement between the parties. No party has relied upon any statements or promises


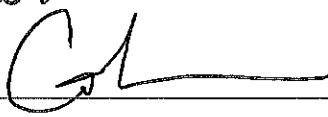
that are not stated in this Agreement. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

**Section 6. EXECUTION IN COUNTERPARTS; EFFECTIVE DATE OF AGREEMENT.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument. This Agreement shall become effective upon its approval by the boards of each Member District.

***IN WITNESS WHEREOF***, the officers indicated below of the Member Districts have entered into this Agreement by authority of their respective school boards.


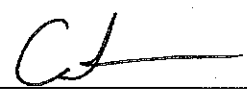
Approved at a meeting  
of the School Board thereof  
held on the 18<sup>th</sup> day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 314  
(BRAHAM)**

By   
Chair  
By   
Clerk

Approved at a meeting  
of the School Board thereof  
held on the 18<sup>th</sup> day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 473  
(ISLE)**

By   
Chair  
By   
Clerk

***IN WITNESS WHEREOF***, the officers indicated below of the Member Districts have entered into this Agreement by authority of their respective school boards.

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 314  
(BRAHAM)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the 18<sup>th</sup> day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 473  
(ISLE)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the 26 day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 333  
(OGILVIE)**

By   
Chair

By Kathryn A Beck  
Clerk

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 477  
(PRINCETON)**

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

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



***IN WITNESS WHEREOF***, the officers indicated below of the Member Districts have entered into this Agreement by authority of their respective school boards.

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 314  
(BRAHAM)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 473  
(ISLE)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024

**INDEPENDENT SCHOOL DISTRICT NO. 912  
(MILACA)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 332  
(MORA)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 333  
(OGILVIE)**

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

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

Approved at a meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
November, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 477  
(PRINCETON)**

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

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