



~~SIXTH-SEVENTH~~ AMENDED  
JOINT POWERS AGREEMENT  
REVISED ~~1/12~~ JULY 2017

Pursuant to Minnesota Statute 471.59 and other applicable statutes, Special School District 006 (also known as South Saint Paul School District), ~~Independent School District 197 (also known as West Saint Paul School District),~~ Independent School District 199 (also known as Inver Grove Heights School District), Independent School District 623 (also known as Roseville Area School District), Independent School District 624 (also known as White Bear Lake Area School District), ~~Independent School District 625 (also known as Saint Paul School District), Independent School District 833 (also known as South Washington County School District),~~ Independent School District 834 (also known as Stillwater School District), ~~Independent School District 16 (also known as Spring Lake Park School District), and~~ Independent School District 831 (also known as Forest Lake Area School District) and Perpich Center for Arts Education / Crosswinds School hereinafter collectively referred to as “the Members” or “Member Districts” and individually referred to as “Member” or “Member District,” enter into this ~~Sixth-Seventh~~ Amended Joint Powers Agreement in ~~December, 2011~~ July, 2017. This Agreement constitutes the ~~Sixth-Seventh~~ Amendment of the Joint Powers Agreement dated May 18, 1995, by and between the North Saint Paul-Maplewood-Oakdale School District, the Roseville Area School District, and the Saint Paul School District. The May 18, 1995, Joint Powers Agreement was first amended in January, 1998, again in January, 1999, again in March, 2003, again in February, 2004, again in ~~in~~ December, 2007, ~~and~~ again in December 2011, and again in July 2017.

#### ARTICLE ONE: PURPOSE

The purpose of this ~~Sixth-Seventh~~ Amended Joint Powers Agreement is to provide for a Joint Powers ~~School~~ District which shall govern and manage the ~~construction and/or operation of joint use-educational facilities, programs, and services to benefit learners of the Member Districts and foster-voluntary, interdistrict integration among East Metro urban and suburban school districts by providing opportunities for students, families and staff from diverse backgrounds to learn from and with each-othersupport the movement toward systemic E-21 educational equity and integration through collaborative learning and advocacy.-~~

#### ARTICLE TWO: NAME

The name of the Joint Powers ~~School~~ District shall be East Metro Integration District #6067 and also known by such names as “doing business as Equity Alliance MN” or others as shall be determined by the Joint Powers Board, hereinafter referred to as EMID.

#### ARTICLE THREE: COMPOSITION OF EMID BOARD

- A. The organization shall be governed by a Joint Powers Board, called the EMID Board.
- B. The EMID Board shall have one representative from each of the Members ~~Districts~~.
- C. The Board of each Member ~~District~~ shall appoint a seated School Board member or former Board member to serve as the representative on the EMID Board. They shall appoint a seated board member or

former board member as an alternate to serve on the EMID Board in the absence of the Members-~~District~~ representative. The EMID ~~Superintendent~~ Executive Director shall serve as the ex-officio member of the EMID Board.

~~C.D.~~ The EMID Board may include high school students as non-voting members.

~~D.E.~~ EMID Board representatives or alternates shall serve at the pleasure of their Members-~~Districts~~ and shall serve until their successors are duly appointed.

~~E.F.~~ EMID Board representative may serve an unlimited number of terms, if reappointed by their Members-~~District School~~ Board.

#### ARTICLE FOUR: OFFICERS

- A. The officers of the EMID Board shall consist of a chairperson, ~~a vice chairperson~~, a clerk, and a treasurer; each of whom shall be elected by the EMID Board.
- B. The officers shall be elected at the annual organizational meeting.
- C. Officers shall hold office for a one-year term.
- D. Any officer may be removed from the office on the EMID Board by a minimum of a two-thirds vote of the representatives of the EMID Board.
- E. EMID Board officers shall be empowered with all parliamentary duties typically ascribed to their offices.
- F. The chairperson shall preside over all meetings of the EMID Board. The ~~vice chairperson~~ clerk shall preside over EMID Board meetings in the absence of the chairperson.

#### ARTICLE FIVE: QUORUM

A quorum of the EMID Board shall consist of a simple majority of the Member representatives of the EMID Board.

#### ARTICLE SIX: VOTING

- A. Each Members-~~District~~ representative to the EMID Board shall be entitled to cast one vote.
- B. A majority of votes cast shall be required to affirm any matter acted upon by the EMID Board, except as otherwise provided in this Agreement or by state law.

#### ARTICLE SEVEN: MEETINGS AND NOTICES

- A. Public notice of regular and special meetings of the EMID Board shall be prepared and posted in a conspicuous location. Meetings shall be open to the public as required by Minnesota statute.
- B. Special meetings of the EMID Board may be called by the EMID Board chairperson or any three EMID Board representatives.
- C. The EMID Board shall convene an annual meeting of the EMID Board in January to elect officers, establish a schedule of meetings for the ensuing year, and take other actions as deemed necessary.
- D. The EMID Board may invite the Members' ~~School~~ Boards and Superintendents or Executive Directors to a meeting to discuss issues of common interest. \_\_\_\_

#### ARTICLE EIGHT: POWERS

The EMID Board shall be vested with all those powers granted to independent schools districts by Minnesota statute. Powers of the Board shall include, but not be limited to, the following:

- A. To acquire, maintain, and dispose of real and personal property.
- B. To enter into contracts for goods and services, including lease purchase agreements, deemed to be in the best interests of EMID.
- C. To employ and discharge employees and to contract for other services.
- D. To prosecute and defend actions by or against the EMID Board.

- E. To apply for and accept grants, gifts, bequests, and donations and to provide assistance in the formation of a foundation or other non-profit to accomplish these purposes.
- F. To acquire and maintain insurance as deemed necessary by the EMID Board.
- G. To adopt policies governing the use of facilities and the operation of programs governed by the EMID Board
- H. To work cooperatively with any non-profit or governmental organization ~~to provide for community recreational and open space needs~~
- I. To adopt by-laws.
- J. To establish and maintain financial accounts.
- K. To contract with and define the duties of an executive director ~~or Superintendent~~ to administer the affairs of the organization on behalf of the EMID Board.
- ~~L. To utilize short term borrowing powers granted to independent school districts under Minnesota law as is deemed necessary.~~
- L.M. To sell programs and services to non-member districts, organizations, and individuals.

The EMID Board shall not have the power to issue bonds or obligations except as specifically provided by this Agreement unless permitted by Minnesota statute.

#### **ARTICLE NINE: ADMINISTRATIVE EXECUTIVE LEADERSHIP**

- A. The EMID Board shall select and contract the services of a licensed ~~superintendent or an~~ executive director to provide executive leadership for the organization, implement EMID Board policies, and enact administrative procedures to ensure the effective and efficient operation of the organization.
- B. The ~~superintendent or~~ executive director shall serve as a non-voting, ex-officio member of the EMID Board.
- C. The ~~superintendent or~~ executive director shall recommend an administrative organization to assist in planning for the effective and efficient operation of the organization, subject to approval by the EMID Board.

#### **~~ARTICLE TEN: ADVISORY SITE COUNCILS~~**

- ~~A. The EMID Board recommends the formation of advisory (site) councils to provide advisory recommendations to school and program leadership.~~
- ~~B. Each advisory (site) council shall be comprised of representatives from among parents whose children attend the schools and staff members who are employed at the schools.~~
- ~~C. The EMID Board shall strive, insofar as is possible, to achieve advisory (site) council membership that is representative of the racial, socioeconomic, and general composition of each school's or program's student population.~~

#### **ARTICLE TEN: MEMBERSHIP**

- A. Definition of Membership – Membership is an official status within EMID which provides member districts certain privileges, access, and responsibilities, depending on the membership level
- B. Independent, intermediate, and special school districts, and the Perpich Center for Arts Education are eligible to join EMID as either members or associate members. Charter schools, private schools, and non-profit organizations are only eligible to join EMID as associate members
- C. Levels of Membership
  - 1. Members pay an annual membership fee, have access to members-only services, have voting rights on the EMID Board, and receive member rates for supplemental programs and services.
  - 2. Associate Members pay an annual associate member fee, have access to associate members-only services, have no voting rights on the EMID Board, and receive associate member rates for supplemental programs and services. Associate members are not eligible to participate

in the distribution of EMID assets or responsibility for liabilities if EMID was to terminate.

#### **D. Addition of Members**

1. Any ~~independent~~ school district under the laws of Minnesota may petition the EMID Board for membership. The petition shall be in the form of a resolution of the school board of the school district desiring membership. The addition of a new member shall require an affirmative vote by a two-thirds majority of the membership of the EMID Board.
2. Addition of school districts shall be on terms determined by the existing EMID Board.
3. Upon the EMID Board's approval of a petition for membership, the newly approved Member must sign a document stating that the Member agrees to be bound by the terms of this Agreement.
4. Upon the EMID Board's approval of a petition for membership and execution of the document indicating that the new Member agrees to be bound by this Agreement, the composition of the EMID Board shall be increased to include one representative from the joining School-  
DistrictMember who shall have the power to cast one vote.

#### **E. Withdrawal of Members**

1. A Member may elect to withdraw from the Joint Powers Agreement by a majority vote of its school board. Notice of withdrawal shall be in the form of a resolution sent to the Members. Withdrawal notice shall be given. A withdrawing Member shall give its notice of withdrawal to EMID and to the other Members on or before February 1, and The withdrawal shall be effective on June 30 of the calendar year following the February 1 deadline, hereinafter referred to as the "Withdrawal Date". Notice of Withdrawal. Members who have submitted a notice of withdrawal must, by the January 31<sup>st</sup> immediately preceding the Withdrawal Date, either 1) rescind their notice of withdrawal and thereby remain a Member, 2) extend their Withdrawal Date by one year to the following June 30, or 3) confirm their withdrawal plans (e.g. for those with notice of withdrawal submitted by February 1, 2017, a final decision confirming their withdrawal must be communicated to the EMID Board by January 31, 2018 to withdraw June 30, 2018).
- ~~1.2.~~ A withdrawing Member shall not be eligible to participate in any distribution of property or assets of EMID.

### **ARTICLE ELEVEN: STAFFING**

- A. The EMID Board shall employ ~~licensed~~ educational staff, including ~~building and~~ program administration, as it deems necessary. The ~~licensed~~ educational staff so employed shall be deemed to be employees of the EMID Board for all purposes including, but not limited to: salaries, fringe benefits, workers' compensation, unemployment compensation, ~~teachers~~ retirement, social security, ~~collective bargaining~~, and continuing contract rights, as may be applicable.
- B. The EMID Board may employ persons directly to provide all services needed to operate the EMID ~~schools or~~ programs and not covered by Section A (Staffing) above. Alternatively, the EMID Board may contract for services on terms deemed to be in the best interests of the organization.

### **~~ARTICLE TWELVE: RECEIPTS/STATE AID~~**

- ~~A. Financial support for students attending the EMID School District shall be comparable to that from which they would have benefited if they had attended Member District schools.~~
- ~~B. Resident pupils of each Member District that are educated in the EMID School District shall be counted as resident pupils of their resident district in the calculation of pupil units for all state aid and levy purposes. The district of residence of the pupils attending the EMID School District shall not be deemed to have changed by reason of their attendance at a Joint Powers school.~~
- ~~C. Except for transportation revenue not specifically designated by the State for EMID School District use, each Member District shall transmit to the EMID School District all pupil-based state aid and local tax levies received by the Member District. Pupil-based aid and local levies include, but are not limited to, general education revenue, integration revenue, and capital building and capital equipment revenue.~~

- ~~D. Each Member District shall also transmit to the EMID School District a pro rata share of all non pupil-based revenues received by the Member Districts, which revenues relate to or arise directly out of services provided by, for, or at the EMID School District and its schools. The pro rata share shall be determined based on the ratio of the number of weighted average pupil units (WADM) attending the EMID School District from the Member District in a given year to the total number of weighted average pupil units (WADM) in attendance in that Member District in that year.~~
- ~~E. Member Districts shall transmit to the EMID School District the total amount of compensatory aid they receive on behalf of their students attending the EMID School District. Total compensatory revenue received is based on the number of free and reduced school lunch applicants attending the EMID schools.~~

#### **ARTICLE ~~THIRTEEN~~TWELVE: BUDGET**

- A. The fiscal year for the EMID Board shall be from July 1 through June 30.
- B. By June 30 of each year a budget shall be prepared by the EMID Board.
- C. The proposed budget shall be submitted to the School Boards Superintendent and leadership of each Member for review purposes only.

#### **ARTICLE ~~FOURTEEN~~THIRTEEN: GOVERNANCE**

- A. The EMID Board shall have the authority to create and conduct programs and services ~~for the benefit of EMID students, staff and families and for the benefit of Member Districts students and families as may be necessary to promote the vision of the organization.~~
- B. The EMID Board shall adopt policies and procedures deemed necessary to comply with state and federal laws and regulations and to effectively and efficiently operate the EMID.

#### **~~ARTICLE FIFTEEN: TRANSPORTATION~~**

- ~~A. Each Member District shall be responsible for providing transportation to resident students attending the EMID schools.~~
- B. ~~The Member Districts may agree among themselves to a cooperative transportation system and to a method of cost sharing for such a system. Such agreements shall be signed by all participating parties.~~

#### **~~ARTICLE SIXTEEN: ADDITION OF MEMBERS~~**

- ~~A. Any independent school district under the laws of Minnesota may petition the EMID Board for membership. The petition shall be in the form of a resolution of the school board of the school district desiring membership. The addition of a new member shall require an affirmative vote by a two thirds majority of the membership of the EMID Board.~~
- ~~B. Addition of school districts shall be on terms determined by the existing EMID Board.~~
- ~~C. Upon approval of a petition for membership, the composition of the EMID Board shall be increased to include one representative from the joining School District who shall have the power to cast one vote.~~
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#### **~~ARTICLE SEVENTEEN: WITHDRAWAL OF MEMBERS~~**

- ~~A. A Member may elect to withdraw from the Joint Powers Agreement by a majority vote of its school board. Notice of withdrawal shall be in the form of a resolution sent to the Members. Withdrawal notice shall be given on or before February 1, and shall be effective on June 30 of the calendar year following the Notice of Withdrawal.~~
- ~~B. A withdrawing Member shall not be eligible to participate in any distribution of property or assets of EMID.~~



## **-ARTICLE EIGHTEENFOURTEEN: TERMINATION OF EMID**

- A. This Joint Powers Agreement may be terminated if the School Boards of all Members ~~Districts~~ so vote. Any termination shall be effective at the end of the next fiscal year following the fiscal year in which the termination vote takes place (i.e., termination vote must occur before July 1, 201~~72~~<sup>7</sup> to be effective June 30, 201~~38~~<sup>3</sup>).
- B. Upon termination, all ~~personal property~~ assets of EMID shall be distributed to Member Districts in an amount which the EMID Board determines is proportionate to their respective contributions. ~~Real-estate and fixtures owned by EMID shall first be offered for sale to Member Districts subject to any outstanding interests of third parties, including the State of Minnesota. Any real estate and fixtures not sold in this manner shall be offered for sale on the open market on whatever terms are deemed desirable by EMID.~~
- C. After termination, dissolution, and sale of assets, any remaining liabilities shall be divided equally between current Members ~~Districts~~ and those Members ~~Districts~~ that withdrew within two calendar years prior to the date of termination of this Agreement as approved by Members ~~District School~~ Boards.

## **ARTICLE NINETEENFIFTEEN: DISPUTE RESOLUTION**

- A. Disputes between Members ~~Districts~~ arising out of the asset and debt distribution provisions contained in Article ~~Eighteen-Fourteen~~<sup>Eighteen-Fourteen</sup> of this Agreement shall be resolved utilizing the procedures set forth in Article ~~Nineteen-Fifteen~~<sup>Nineteen-Fifteen</sup>. All other disputes shall be subject to resolution in the district courts.
- B. The parties to a dispute within the terms of Article ~~Eighteen-Fourteen~~<sup>Eighteen-Fourteen</sup> will first attempt to resolve outstanding issues at a face-to-face meeting. Each Member ~~District~~ will be represented by its Superintendent ~~or Executive Director~~<sup>or Executive Director</sup> and one School Board member.
- C. If the subject dispute cannot be resolved under the procedures established in Article ~~Nineteen-Fifteen~~<sup>Nineteen-Fifteen</sup> the parties will engage in non-binding mediation through a mutually acceptable mediator. In the event the Members ~~Districts~~ are unable to agree on a mediator, a mediator will be selected, through alternative striking, from a list of names of mediators provided by the Bureau of Mediation Services.
- D. If the subject dispute cannot be resolved through mediation, the parties shall submit the matter to binding arbitration as follows:
  - a. The arbitration panel shall consist of three members. One shall be a retired superintendent. One shall be a retired judge. The third member shall be knowledgeable in school district finance.
  - b. If the Member Districts cannot agree on the composition of the arbitration panel, then they shall each prepare lists of three panel candidates and alternate striking names until a panel is selected.
- E. No mediator or arbitrator shall be a resident of the Members ~~Districts~~ involved in the dispute. A mediator shall not be a current or former employee or officer of a Member ~~District~~.

## **ARTICLE TWENTYSIXTEEN: MISCELLANEOUS**

- A. All notices required to be sent under this Agreement shall be in writing and sent by first class U.S. mail addressed to the Chairperson of the Member ~~District~~ Board at its administrative offices. All notices shall be deemed given when delivery is accepted or when delivery is refused.
- B. If one Member ~~District~~ commits a breach of this Agreement, as determined by resolution of the EMID Board, and if that breach is not remedied within 30 days after notice of the resolution, then that District's participation in this Agreement may be terminated by the EMID Board, but such termination shall not relieve the breaching party from any obligations under this Agreement.
- C. This Agreement shall not be amended except ~~by approval or~~ by resolution, of the School Boards of all Members ~~Districts~~.
- D. The captions used in this Agreement are for reference purposes, and shall not be considered part of the Agreement
- E. Should any provision of this Agreement be found to be in violation of state or federal law, the other provisions shall remain in force to the extent the purpose of the Agreement remains intact. As soon as

reasonably possible after a provision is found to be unlawful, representatives of all Members ~~Districts~~ shall meet for the purpose of adoption of replacement provisions.

F. Additional management requirements not defined in this Joint Powers Agreement shall be included in EMID Board policies and / or administrative procedures.

Special School District 006 South St. Paul

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_

ISD 199 Inver Grove Heights Schools

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_

ISD 623 Roseville Area Schools

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_

ISD 624 White Bear Lake Area Schools

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_

ISD 831 Forest Lake Area Schools

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk: \_\_\_\_\_ Dated \_\_\_\_\_

ISD 834 Stillwater Area Schools

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_

Perpich Center for Arts Education / Crosswinds School

Signature Board Chair \_\_\_\_\_ Dated \_\_\_\_\_

Signature Board Clerk \_\_\_\_\_ Dated \_\_\_\_\_