

**Sherburne and Northern Wright Special Education Cooperative  
Joint Powers Agreement**

**July 2015**

## I. PARTIES

THIS JOINT POWERS AGREEMENT (Agreement) is made and entered into this 4th day of December, 2014 by and between the School Boards of the following Independent School Districts of the State of Minnesota:

ISD #726 Becker  
ISD #727 Big Lake  
ISD #882 Monticello  
ISD #885 St. Michael/Albertville

Additional Independent School Districts may enter into and become parties to the Agreement in accordance with the provisions of the Agreement.

The parties of this Agreement hereafter are referred to as "Participating Boards".

## II. PURPOSE

The Participating Boards hereby create and join together in an educational cooperative pursuant to MN Statute 471.59 and other applicable statutes for the purpose of providing quality special education services for students in the Participating Boards' district.

This Agreement amends and supersedes the previous agreement between the Participating Boards and is effective beginning July 1, 2015.

The name of the educational cooperative provided for by this Agreement is SHERBURNE AND NORTHERN WRIGHT SPECIAL EDUCATION COOPERATIVE (SNWSEC) which has been designated by the Commissioner of Education as School District #####.

The Participating Boards desire a maximum degree of long-range cooperation and administrative planning in order to provide special education services.

The Participating Boards are committed to make these services readily available to all special education students in SNWSEC.

The Participating Boards are committed to providing services through sharing information, eliminating the duplication of services, and coordinating efforts.

The Participating Boards mutually agree that sharing resources, where feasible, and training efforts may result in improved coordination and services.

The Participating Boards understand that certain roles in serving children and youth are required by law and that these laws shall serve as the foundation for defining the roles and responsibilities of each party.

The Participating Boards mutually agree that all obligations as stated or implied in this Agreement shall be interpreted in light of and consistently with governing state and federal laws.

The Participating Boards recognize such services can be appropriately financed, supported, and managed through a multi-organization joint venture.

### **III. COMPOSITION OF SPECIAL EDUCATION JOINT POWERS COOPERATIVE**

The Sherburne and Northern Wright Special Education Cooperative will consist of four school districts; Becker, Big Lake, Monticello, and St. Michael/Albertville. The SNWSEC will have a full time, licensed special education director. As provided by Minnesota Statutes section 125A.53, no individual shall have a right to employment as a director based on seniority or order of employment by SNWSEC.

The control and management of this educational cooperative is vested in a Joint Powers Board (Board) which shall consist of one representative from each Participating Board. As provided by Minnesota Statutes section 471.59, subdivision 11, and Minnesota Statutes 123B.143, subd.1, the representative from each Participating Board will be its superintendent. A representative alternate may be designated by each Participating Board. Each Participating Board shall be entitled to one vote.

The Director of Special Education of SNWSEC shall serve as the Secretary of the Board. The Secretary shall not be a member of the Board and shall have no vote on the Board.

The Board shall have all powers granted by statute or otherwise which are necessary or expedient to accomplish the purpose of this Agreement.

In addition to general powers and not in limitation thereof, the Board shall have the following powers:

- To administer the affairs of SNWSEC;
- To hire, assign duties to, and terminate the employment of the SNWSEC Director of Special Education;
- To adopt an annual budget and approve all disbursements of funds;
- To acquire and dispose of real and personal property;

To sue and be sued;  
To make amendments to the Agreement;  
To adopt and amend By-Laws;  
To approve the borrowing or entering into any loans on behalf of SNWSEC;  
To hire, supervise, assign, and terminate SNWSEC employees;  
To contract for services; and  
To do what is reasonably necessary to achieve the purpose of this Agreement.

#### **IV. FUNDING**

The costs of the operation of SNWSEC shall be borne by the districts served by SNWSEC. The Participating Board's federal special education funds shall flow to SNWSEC from the Minnesota Department of Education. In addition, Participating Boards shall be invoiced their share of non-federal costs. Monthly invoices will be based on estimates. A final invoice shall be issued after the close of the fiscal year (June 30).

Each Participating Board shall be responsible for its own costs incurred in due process proceedings, including, but not limited to, complaints, mediation, and due process hearings.

The SNWSEC shall contract for financial services with a Participating Board for fiscal affairs services related to the operation of SNWSEC. The Participating Board contracting for financial services with SNWSEC shall neither experience financial gain or loss as a result of the contracting. The fiscal affairs contracted services that may include, but not be limited to:

Maintenance of records, disbursement of funds, and acceptance of receipts in accordance with the budget as approved by the Board

Making application for, receiving and administering state and federal aids, grants, and reimbursements for programs and services carried out by SNWSEC

Making payments to and requiring payment from Participating Boards as necessary and appropriate under the law and as directed by the By-Laws of SNWSEC

Paying all invoices, issuing all payroll checks and receiving all funds and invoicing Participating Boards for the proportionate share of the costs of operations of SNWSEC

Making necessary reports to the state and other agencies and filing all claims for reimbursement and state and federal aids to which SNWSEC is entitled

Establishing and maintaining financial records from which an annual report may be derived

If requested, providing an annual audit report to each of the Participating Boards.

Nothing herein shall prevent any Participating Board from applying separately for any benefits to which it may itself be entitled.

#### **V. ADDITION OF PARTICIPATING BOARDS**

Any school district, whether or not an original signatory, may become a member upon application to the Board. Unanimous consent of the then-member districts is required. Such consent shall be shown by action approved by a vote of each then-member district's school board. Upon acceptance as a member of SNWSEC, the applying school district, by action of its School Board, shall agree to be bound by the terms of this Agreement.

Upon admission to SNWSEC, a school district shall also agree to pay to SNWSEC a prorated cost for the real and personal property owned by SNWSEC, as of July 1<sup>st</sup> of membership entrance date. The cost of this real and personal property shall be determined by records maintained by SNWSEC, to the extent such records exist. Before any new member district is accepted into SNWSEC, the total cost and fiscal responsibility of the school district requesting membership shall be presented in writing to that school district.

Charter School Districts can make application to become an "Associate" member of SNWSEC. By statute Charter Schools cannot be equal members of SNWSEC. A separate contract shall be in force between SNWSEC and accepted participating Charter School(s).

#### **VI. Withdrawal**

All Participating Boards of SNWSEC shall be bound by the terms of this Agreement during any fiscal year in which it is a Member. Any Participating Boards may withdraw from this Agreement by giving to the other Participating Boards written notice of its intention to withdraw prior to February 1<sup>st</sup>. Such withdrawal, however, shall become effective at the end of the next fiscal year. For example, a notice of withdrawal given on January 15, 2018 would be effective on June 30, 2019.

Upon termination of membership in SNWSEC and withdrawal from this Agreement the withdrawing Participating Board shall forfeit all rights to all real and tangible property owned by SNWSEC.

#### **VII. TERMINATION**

This Agreement may be terminated at any time by a three-fourths vote of the SNWSEC Joint Powers Board.

Upon termination of this Agreement, all assets of SNWSEC, after payment of all outstanding debts and obligations, shall be distributed to the Participating Boards who have not given notices of withdrawal, on a pro-rata basis as determined by the total district enrollment using each District's prior year December Child Count.

**VIII. AMENDMENT**

This Agreement may be amended only by a three-fourths vote of the Board. Notice of any proposed amendment must be provided to the School Board of all Participating Boards at least 30 days prior to the effective date of the proposed amendment. Proposed amendments shall include a written document setting forth the specific language of the modifications and shall be signed by all parties proposing the amendment.

All Participating Boards shall be bound by the provisions of any amendment duly adopted regardless of whether or not a Participating Board concurred in the amendment.

**SIGNATURES OF PARTIES TO THIS AGREEMENT**

**Chairperson, Becker School Board**

**Date**

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**Chairperson, Big Lake School Board**

**Date**

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**Chairperson, Monticello School Board**

**Date**

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**Chairperson, St. Michael/Albertville Board**

**Date**

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