

May 6, 1997

JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of May, 1997, by, between and among Independent School District No. 394 (Montgomery), Independent School District No. 716 (Belle Plain), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), and the Minnesota River Valley Special Education Cooperative (hereinafter referred to as the "MRVSEC"), all being school districts and governmental units of the State of Minnesota. Each of the six independent school districts shall hereinafter be referred to as a "Participating Independent District" or the six jointly as the "Participating Independent Districts." The Participating Independent Districts and the MRVSEC shall hereinafter be referred to as the "Collaborating Districts."

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the Collaborating Districts agree as follows:

ARTICLE I

AUTHORITY; PURPOSE; DUES.

Section 1. AUTHORITY. This Agreement is entered into by the Collaborating Districts pursuant to Minnesota Statutes, Section 471.59.

Section 2. PURPOSE. The purpose of this Agreement is to provide a framework to finance the acquisition of real property and construction of a special services facility to be used by the MRVSEC to provide special services to the Participating Independent Districts, to be located in the City of Jordan, Minnesota, and hereinafter to be referred to as the "Special Services Facility."

Section 3. DUIIES OF THE COLLABORATING DISTRICTS.

Subd. 1. MRVSEC. The MRVSEC shall have the ultimate responsibility for the planning, financing, development, design, construction, staffing, scheduling, operation, management, control, administration, and promotion of the Special Services Facility; provided that Jordan must approve the exterior design plan for the Special Services Facility.

Subd. 2. Mainstreaming. The MRVSEC students may be mainstreamed into Participating Independent District No. 717 (hereinafter "Jordan") classes and programs under such terms and conditions as may be mutually agreed upon between the MRVSEC and Jordan.

ARTICLE II

GOVERNING BOARD.

Section 1. CREATION; POWERS. The MRVSEC was created pursuant to an Agreement and By-Laws of the MRVSEC dated March 1, 1974. The member districts of the MRVSEC are the Participating Independent Districts in this Agreement. The control and management of the MRVSEC is vested in a Governing Board established pursuant to Article II of said Agreement. Said Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the establishment, operation and governance of the Special Services Facility.

ARTICLE III

ACOUISITION AND FUNDING FOR S11E; USE; ENLARGED GYMNASIUM

Section 1. ACQUISITION OF AND PAYMENT FOR SITE • GROUNDS.

PARKING LOTS AND SIDEWALKS; USE.

Subd. 1. Building Site. Jordan shall convey to the MRVSEC land located on the existing Jordan Public School site to be used as the Special Services Facility site. A site drawing and legal description are attached hereto as Exhibit A and incorporated herein by reference. The parties agree that the land shall be conveyed from Jordan to the MRVSEC for \$1.00 and other good and valuable consideration herein contained.

Subd. 2. Grounds. Jordan shall, at its expense, provide usual and customary lawn mowing of the Special Services Facility site.

Subd. 3. Parking Lot and Sidewalks.

- (a) Jordan will allow the MRVSEC to use its existing gravel parking lot for the MRVSEC's overflow parking.
- (b) The MRVSEC will construct a bituminous parking lot on the site conveyed by Jordan to the MRVSEC and Jordan will be allowed to use said bituminous parking lot for athletic activity parking so long as its use does not interfere with the MRVSEC's usage.
- (c) Jordan agrees to maintain its gravel parking lot in reasonable repair.
- (d) The MRVSEC agrees to maintain its bituminous parking lot in reasonable repair.
- (e) The MRVSEC will charge back to Jordan one-half ($\frac{1}{2}$) of the operating costs attributable to its maintenance of its bituminous parking lot, including seal coating, striping, crack filling and similar maintenance, but excluding resurfacing or reconstruction which shall be treated as continuing capital costs. The MRVSEC's share of maintenance costs under this paragraph shall

be operating costs to be allocated between the Participating Independent Districts in the manner set forth in Article VI

- (f) Jordan shall provide snow removal for said bituminous parking lot to be constructed by the MRVSEC and any sidewalks located on the Special Services Facility site. The MRVSEC will reimburse Jordan for one-half ('A) of the costs attributable to said snow removal. The MRVSEC' s share of costs under this paragraph shall be operating costs to be allocated between the Participating Independent Districts in the manner set forth in Article VI.

Subd. 4. Use of Facilities. The MRVSEC will have adequate use of the Jordan Public School site outdoor facilities without charge. Jordan will have use of the enlarged gymnasium without charge after 3:00 p.m. on weekdays and all day on weekends. Other use prior to 3:00 p.m. on weekdays during vacations and other periods of the year when school is not in session at the Special Services Facility may be approved by the MRVSEC and the approval shall include additional allocations of utility costs. The MRVSEC and Jordan will coordinate the scheduling of the use of the respective facilities.

Section 2. GYMNASIUM CONSTRUCTION AND USE.

Subd. 1. Enlarged Gymnasium. The Special Services Facility will include an enlarged gymnasium pursuant to specifications for said enlargement to be approved by Jordan. The agreed upon additional cost of the enlarged gymnasium is \$336,000. Jordan's contribution for the cost of the enlarged gymnasium shall be \$121,000.00, not including equipment. The amount of \$215,000 will be financed to pay the contribution of the remaining Participating Independent Districts for the cost of the enlarged gymnasium and the

Participating Independent Districts other than Jordan will levy to repay the principal and interest on those costs pursuant to Article VI, Section 1, Subd. 1.

Subd. 2. Utility Costs. The MRVSEC will be responsible for utility costs for the Special Services Facility, subject to a percentage contribution by Jordan for its use of the enlarged gymnasium. Jordan, as and for its contribution to costs arising out of its use, shall contribute to the MRVSEC 66 $\frac{2}{3}$ % of total gas and electric costs for the enlarged gymnasium portion of the Special Services Facility, as calculated by the providing utility, and such other amounts as approved under Article III, Section 1, Subd. 4. The balance of utility costs for the Special Services Facility shall be allocated between all the Participating Independent Districts as operating costs in the manner set forth in Article VI.

ARTICLE IV

FOOD SERVICES.

Section 1. FOOD SERVICES. Jordan will provide food services for staff and students of the MRVSEC to a maximum service for 100 persons. Additional services will be provided upon mutual agreement by Jordan and the MRVSEC. Said food services will be commensurate with food services provided by Jordan for its staff and students.

Section 2. REIMBURSEMENT. The MRVSEC will reimburse Jordan for food services provided, commensurate with the charges established by Jordan for the provision of food services to its staff and students, along with a reasonable additional charge for packaging and delivery to the Special Services Facility. Charges for food services shall be operating costs to be allocated between all the Participating Independent Districts in the manner set forth in Article VI.

ARTICLE V

OPTION TO PURCHASE; SALE.

Section 1. OPTION TO PURCHASE.

(a) Rights Subordinate to Lease Agreement. It is mutually agreed and understood that the Special Services Facility and site is contemplated to be acquired and improved pursuant to a Lease Agreement with Norwest Investment Services, Inc. ("Norwest"). The rights of the parties, including Jordan's option to purchase during the term of said Lease Agreement, shall be subject to and subordinate to the rights of Norwest or its successor as Lessor thereunder. As used in this Article, the term "site" means the land originally conveyed by Jordan to the MRVSEC under Article II, Section 1. Subd. 1 hereof for the site of the Special Services Facility.

(b) Option to Purchase During Term of Lease Agreement. (1) The MRVSEC hereby grants to Jordan an option to purchase the Special Services Facility and site during the term of the Lease Agreement in the event of nonappropriation of funds for the Lease Agreement by the MRVSEC, in the event of the disposition of the Special Services Facility and site by Norwest or its successor after an event of default under the Lease Agreement by the MRVSEC, in the event of the dissolution of the MRVSEC, or if the MRVSEC elects to sell the Special Services Facility and site during the term of the Lease Agreement. In the event of the occurrence of one of the foregoing triggering events, written notice shall be provided to Jordan by the MRVSEC. Jordan shall have sixty (60) days to provide in writing its intention to purchase the Special Services Facility and site. As provided in the Lease Agreement, Jordan shall pay Norwest or its successor as Lessor the Termination Value, including any related fees and costs, as specified in Schedule 1 attached to the Lease Agreement. In addition, Jordan shall pay the MRVSEC an amount equal to the fair market

value of the Special Services Facility (excluding the value of the site), less the Termination Value assumed or paid by Jordan under the Lease Agreement, less applicable credits or reductions set forth below.

(2) The MRVSEC and Jordan may mutually agree upon an appraiser to determine the fair market value of the Special Services Facility (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If the MRVSEC and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60) days following written notice of election to purchase by Jordan, either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the Special Services Facility (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) The amount to be paid by Jordan to the MRVSEC shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility.

(4) From the amount received from Jordan, the MRVSEC shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000, less any amount of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that is assumed or paid by Jordan as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total

amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1.

(5) In the event the Termination Value is equal to or greater than the fair market value of the Special Services Facility (excluding the value of the site), that amount shall be the purchase price and no amounts shall be reduced or paid under subparagraphs (3) and (4) above. In the event the fair market value of the Special Services Facility (excluding the value of the site) less the Termination Value assumed or paid by Jordan under the Lease Agreement is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

(c) Option to Purchase After Payment of the Lease or Expiration of the Lease Agreement. (1) The MRVSEC hereby grants to Jordan an option to purchase the Special Services Facility and site after full payment of the Lease or expiration of the Lease Agreement if the MRVSEC elects to sell the Special Services Facility and site. In this event, written notice shall be provided to Jordan by the MRVSEC. Jordan shall have sixty (60) days to provide in writing its intention to purchase the Special Services Facility and site. Jordan shall pay the MRVSEC the amount of \$1.00 for the site, plus an amount equal to the fair market value of the Special Services Facility (excluding the value of the site), less applicable credits or reductions set forth below.

(2) The MRVSEC and Jordan may mutually agree upon an appraiser to determine the fair market value of the Special Services Facility (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If the

MRVSEC and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60) days following written notice of election to purchase by Jordan, they mutually agree that either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the Special Services Facility (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) The amount to be paid by Jordan to the MRVSEC shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility.

(4) From the amount received from Jordan, the MRVSEC shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1.

(5) In the event the fair market value of the Special Services Facility (excluding the value of the site) is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

Section 2. SALE TO THIRD PARTY OTHER THAN JORDAN. If the MRVSEC sells the Special Services Facility and site to a third party other than Jordan, the MRVSEC shall pay to Jordan from the net proceeds of the sale the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility; and (iii) \$40,000 to reflect the agreed upon value of the land originally conveyed by Jordan to the MRVSEC for the site of the Special Services Facility. The MRVSEC shall also pay the Participating Independent Districts, other than Jordan, the amount of \$215,000 less any amounts of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that are paid by the MRVSEC as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1. In the event the net proceeds of the sale of the Special Services Facility and site are not sufficient to make the full \$402,000 of payments to Jordan and the other Participating Independent Districts, the amounts of those payments shall be prorated proportionately. As used in this section, the term "net proceeds" is defined as the amount received from the sale, less any costs or expenses of the sale, less any Termination Value paid by the MRVSEC to Norwest under the Lease Agreement.

ARTICLE VI

FINANCES.

**Section 1. LEASING LEVY; TITLE; CONTINUING CAPITAL COSTS;
OPERATING COSTS; INSURANCE.**

**Subd. 1. Portion of Leasing Levy Attributable to Contribution by the
Participating Independent Districts Other Than Jordan to the Costs of the Enlarged
Gymnasium.** The amount of the leasing levy attributable to the principal and interest on the \$215,000 financed to pay a portion of the costs of the enlarged gymnasium shall be divided among the Participating Independent Districts other than Jordan, as follows: Each of the following criteria shall be computed as a percentage for each such Participating Independent District:

- (a) The number of students in average daily membership in each Participating Independent District other than Jordan, as a percentage of the total number of students in average daily membership in all Participating Independent Districts other than Jordan;
- (b) The number of students in average daily membership participating in off-site programs in each Participating Independent District other than Jordan, as a percentage of total students in average daily membership participating in off-site programs in all Participating Independent Districts other than Jordan;
- (c) The use of all MRVSEC related services by each Participating Independent District other than Jordan, as a percentage of total MRVSEC related services provided to all Participating Independent Districts other than Jordan.

For each Participating Independent District other than Jordan, the percentage for each of the three criteria set forth above shall be averaged. The amount to be levied under this subdivision by each Participating Independent District other than Jordan will be its percentage average determined above times the total amount to be levied by all the Participating Independent Districts other than Jordan. The calculation in this subdivision shall be based on the number of students in average daily membership in each of the Participating Independent Districts in the prior school year and MRVSEC related services provided in the prior school year. Prior to September 15 of each year, the MRVSEC shall give written notice to each Participating Independent District other than Jordan of the amount of the leasing levy, calculated based on this formula, to be certified by that Participating Independent District under this subdivision in that year. This subdivision may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Special Services Facility. The remaining amount of the leasing levy shall be calculated pursuant to subdivision 2 of this section.

Subd. 2. Remaining Leasing Levy. The remaining leasing levy authorized for the lease of the Special Services Facility shall be divided among the Participating Independent Districts as follows: Each of the following criteria shall be computed as a percentage for each Participating Independent District:

- (a) The number of students in average daily membership in each Participating Independent District, as a percentage of the total number of students in average daily membership in all Participating Independent Districts;

- (b) The number of students in average daily membership participating in off-site programs in each Participating Independent District, as a percentage of total students in average daily membership participating in off-site programs in all Participating Independent Districts;
- (c) The use of all MRVSEC related services by each Participating Independent District, as a percentage of total MRVSEC related services provided to all Participating Independent Districts.

For each Participating Independent District, the percentage for each of the three criteria set forth above shall be averaged. The amount to be levied under this subdivision by each Participating Independent District will be its percentage average determined above times the total amount to be levied by all the Participating Independent Districts. The calculation in this subdivision shall be based on the number of students in average daily membership in each of the Participating Independent Districts in the prior school year and MRVSEC related services provided in the prior school year. Prior to September 15 of each year, the MRVSEC shall give written notice to each Participating Independent District of the amount of the leasing levy, calculated based on this formula, to be certified by that Participating Independent District under this subdivision in that year. Any annual payments made to a withdrawing member pursuant to Article V, Section 2 of this Agreement, shall be treated as additional rent, and shall be included as a part of the lease levy under this subdivision. This subdivision may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Special Services Facility. Unless this Agreement is amended to the contrary,

at the expiration of the lease and after the repayment of the financing, the title to the real and personal property financed shall vest in the MRVSEC.

Subd. 3. Excess Lease Costs. Lease payments pursuant to the lease of the Special Services Facility which are not eligible for the lease levy shall be paid by the Participating Districts in the same percentages as determined pursuant to the formula set forth in Article VI, Section 1, Subd. 2.

Subd. 4. Continuing Capital Costs; Operating Costs.

- (a) The Participating Independent Districts shall be apportioned operating costs pursuant to the formula as set forth in Article VI, Section 1, Subd. 2.
- (b) The Participating Independent Districts shall be apportioned continuing capital costs pursuant to the formula as set forth in Article VI, Section 1, Subd. 2.

Subd. 5. Dissolution of the MRVSEC. The Collaborating Districts recognize that the Special Services Facility will be paid for by the Participating Independent Districts through levies and other fund sources. Thus, if the title to the Special Services Facility were to vest in the MRVSEC and if the MRVSEC were thereafter to dissolve and its assets were to be divided among its member school districts, it is the intent of this subdivision that the real property at the Special Services Facility or the proceeds of its sale, if applicable, would be divided between the six Participating Independent Districts Independent Districts based on the ratio of the leasing levies paid by each Participating Independent District to the total paid by all the Participating Independent Districts. This requirement shall survive the withdrawal of any Collaborating District from or the termination of this Agreement.

Section 2. INSURANCE.

Subd. 1. Property Insurance. The MRVSEC will maintain at its expense property insurance on the Special Services Facility and its personal property, which will be an operating cost under this Article VI. Jordan will maintain at its expense property insurance for its personal property used or stored at the Special Services Facility or on the site.

Subd. 2. Liability Insurance. The MRVSEC and Jordan shall each maintain liability insurance in not less than the statutory maximum liabilities for school districts. Each party will name the other as an additional named insured.

ARTICLE VII

**FACILITIES EQUIPMENT AND SUPPLIES;
CONTRACTS AND BIDDING; PURCHASES.**

Section 1. CONTRACTS; BIDDING. Contracts for the acquisition and betterment of; and leases, purchases, rentals and sales of equipment and supplies for the Special Services Facility shall be made by the MRVSEC in accordance with the Agreement and By-Laws of the MRVSEC.

ARTICLE

**NOTICES; WITHDRAWAL;
TERMINATION; BREACH; AMENDMENTS.**

Section 1. NOTICES. All notices required or permitted to be given by a Collaborating 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 to the school board of a Collaborating District at its administrative offices. A notice shall be timely if postmarked 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 2. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.

Subd. 1. Procedure. Any Participating Independent 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 Participating Independent District and to the Director of the MRVSEC. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

Subd. 2. First Period. The first period of this Agreement shall be from April 1, 1997 to June 30, 1999. No withdrawal from this Agreement shall be permitted during the first period other than effective June 30, 1999. Notice of such withdrawal under this subdivision must be given no less than six (6) months prior to the effective date of withdrawal.

Subd. 3. Second Period. The second period of this Agreement shall be from July 1, 1999 to June 30, 2001. No withdrawal from this Agreement shall be permitted during the first period other than effective June 30, 2001. Notice of such withdrawal under this subdivision must be given no less than six (6) months prior to the effective date of withdrawal.

Subd. 4. Subsequent Period. **Subsequent to June 30, 2001,** a Participating District may withdraw during a subsequent period at the end of any fiscal year, provided that it give notice of withdrawal as set forth above no less than six (6) months prior to the effective date of withdrawal.

Subd. 5. Distribution to Withdrawin Partici atin Inde endent District.

A withdrawing Participating Independent District shall receive as its share of the assets related to the Special Services Facility the total of the principal portion only of its payments made pursuant to Article VI, Section 1, Subds. 1, 2 and 3 of this Agreement. If a Participating Independent District withdraws prior to payment of the indebtedness, the Participating Independent District shall receive its share based upon the above formula in five (5) equal annual installments without interest. The first payment shall be made no earlier than December 1 of the calendar year following withdrawal.

Section 3. BREACH OF AGREEMENT. Any Collaborating 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 Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach.

Section 4. TERMINATION. After the repayment in full of any obligations issued to finance, or to refund the financing of, the acquisition and betterment of the Special Services Facility and site, this Agreement may be terminated if the school boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Special Services Facility site, the Special Services Facility, and equipment of any nature, shall become the property of the MRVSEC. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

Section 5. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the school board of any Participating Independent District or by the Governing Board of the MRVSEC. Notice of proposed amendments shall be sent to all Collaborating Districts. Adoption of an amendment to this Agreement must be approved by resolution by the school board of each Collaborating District before it shall become effective. An amendment shall require the signatures of the proper officers of the Collaborating Districts and shall be an addendum to this Agreement.

ARTICLE IX

DURATION; INTERPRETATION; SAVINGS CLAUSE.

Section 1. DURATION. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

Section 2. INTERPRETATION. 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 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 Collaborating 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

EXHIBIT A

SITE DRAWING AND LEGAL DESCRIPTION

the school boards of the Collaborating Districts by resolutions adopted in the manner specified in Article VIII, Section 5 hereof for the adoption of amendments.

Section 4. EXECUTION IN COUNTERPARTS. 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.

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

Approved at the regular meeting
of the School Board thereof held
on the _____ day of
_____, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 394
(MONTGOMERY)

By [Signature]
Chair

By [Signature]
Clerk

Approved at the regular meeting
of the School Board thereof
held on the _____ day of
_____, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 716
(BELLEVILLE PLAIN)

By [Signature]
Chair

By [Signature]
Clerk

Approved at the regular meeting
of the School Board thereof
held on the _____ day of
_____, 1997.


INDEPENDENT SCHOOL DISTRICT NO. 717
(JORDAN)


By [Signature]
Chair

By [Signature]
Clerk

Approved at the regular meeting
of the School Board thereof
held on the 12th day of
May, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 719
(PRIOR)

By 
Chair

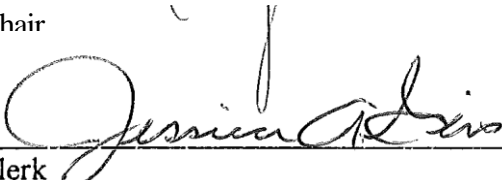
By 
Clerk

Approved at the regular meeting
of the School Board thereof
held on the _____ day of
1997.

INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)

By _____ Ct(Ati 41/i) < LO,,

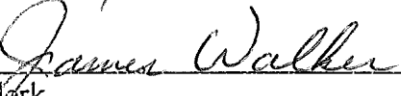
Chair

By 
Clerk

Approved at the regular meeting
of the School Board thereof held
on the 1st day of
April, 1997.


INDEPENDENT SCHOOL DISTRICT NO. 721
(NEW PRAGUE)

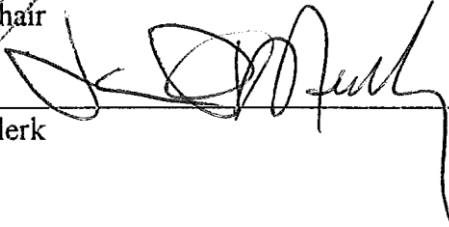
By 
Chair

By 
Clerk

Approved at the regular meeting
of the Governing Board thereof
held on the 1st day of
April, 1997.

MINNESOTA RIVER VALLEY
SPECIAb, EDUCATION COOPERATIVE

By 
Chair

By 
Clerk