

Ladies and Gentlemen of the Kenyon-Wanamingo School Board,

My name is Stephen J. Rosenthal I am the WETC representative from the Zumbrota Mazeppa School Board. I have included with the letter a copy of work done on updating the WETC Joint Powers agreement. This agreement is now 20 years old and is outdated as you will see by reading it. All three of the school district involved in WETC is being asked to take a serious look at the updated version this document.

You will quickly see that there are several colors. **Green** is items or wording that is new or being added to the document. **Red** are items or wording that is being cut from or changed out. **Blue** is an area not changing but could use some thought and insight from your board.

The first area of change is to expand WETC purposes so WETC can grow in other areas of technology and future technology as they arrive.

First major change is in item #4. This area is where I and the ZM school district would like to see change. Currently each district has one member that makes the WETC only three people. The change would be to have two representatives, hence two vote per district. A six member board will be more productive and offer more opinions than a three member board. I also allows two voices reporting back to each districts' school board. With six members I truly believe the Terrance issue would have not happened. Also under the current agreement the major, two out of three WETC board members voting yes could have forced the Charter school on all three districts.

In the area of 5-C the change is to ensure that it is not just one person, the chairperson, signing contracts. This again led to some of the issues in the past. The change is to have contracts signed by the executive board involving more checks and balances.

In area 5-F WETC is required to be audited yearly by an outside firm.

In area 5-G the number of WETC meetings and when is laid out. What is needed to call a special WETC meeting if one is needed? It also requires one yearly meeting where all the boards get together.

In area 6 it has been discussed to totally remove this area since it for the most part not happened and is a scheduling nightmare. I spoke with Aaron the director who pointed out that to get this number of staff, from each school district would for the most part not happen.

In 8-A for this change to work the additional member from each school district is needed as seen in the change in area 4. The Joint Powers Agreement as is now would need a simple 2 to 1 vote for WETC to approve financial increases or new adventures, IE Charter School or more funding. So if I would have supported to have WETC fund and sponsor the Charter School it would be a done deal. Yes, my board would have been mad at me. All three of the school districts would have had to go with it. This would have had a major blow to WETC who knows if it would survive.

What my suggestion is to scale down the central power of the WETC Board while protecting the minor vote for each district. A three person board is more apt to be controlled by one member. Some past issues with WETC could be linked back to being three person board.

How to solve this? Simply by adding on more voting member from each district we have decentralized the WETC Board. This way each district would have two voices on the WETC Board. Your district also would have two voices reporting back to your own

school district. With a requirement of 2/3 vote to pass that would mean 4 members of the WETC Board would have to agree. I take this one step further to protect the rights of the minority district by requiring the one of those 4 votes be from each school district.

The Governing Board may increase the funding for financial support from Member Districts only by a 2/3 approval vote with at least one approval vote from each Member District of the Governing Board.

This section of protecting each school district right as a minority is also seen in sections 11C and 11D additon

In section 12 it talks about give each school the right to apply and receive grants and funding. The change goes one step further and lays out the school district right to spend the grant and or extra funding the district receive.

This agreement, entered into this 12<sup>th</sup> day of December, 1988 and update October 08<sup>th</sup>, 2009 by and between Independent School Districts:

|                                    |             |
|------------------------------------|-------------|
| Goodhue School District            | I.S.D #253  |
| Kasson-Mantorville School District | I.S.D #204  |
| Kenyon-Wanamingo School District   | I.S.D #2172 |
| Triton School District             | I.S.D #2125 |
| Zumbrota-Mazeppa School District   | I.S.D #2805 |

Here in after referred to as Member Districts.

Witness that:

WHEREAS, The Member Districts as parties to this agreement, have as one of their purposes the provision of education to youth and adults, via an interactive television system, online via the computer and other educational technology systems.

WHEREAS, it is felt by each Member District that this can be accomplished by cooperative efforts.

WHEREAS, Minnesota Statutes, Section 471.59, authorizes the Member Districts to jointly or cooperatively exercise any power common to the contracting parties.

NOW THEREFORE, the Member Districts, as parties to this agreement, pursuant to this authority and in accordance with the conditions specified in Minnesota Statutes, Section 471.59, hereby agree as follows:

1. ESTABLISHMENT OF COOPERATIVE:

That hereby there is established a cooperative under the joint powers act of the State of Minnesota and that the official name of this cooperative shall be Wasioja Education Technology Cooperative (WETC).

2. PURPOSE OF AGREEMENT:

The purpose of this agreement shall be to provide, by cooperative effort, a comprehensive educational program, via an interactive television system, **online via on computer and other educational technology systems** within the geographical boundaries of Member Districts.

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3. ACCOMPLISHMENT OF PURPOSE:

The program shall be accomplished by the creation of a Governing Board which shall, on behalf of the Member Districts, apply for, receive and administer educational funding, including state and federal reimbursements. The Governing Board shall administer these funds and exercise its authority in such a manner as to accomplish purpose of this agreement as set forth in paragraph 2. This shall include the establishment of the system, which shall offer programs as provided for by the State Board of Education, the State of Minnesota and participating Member Districts, and which shall be named the Wasioja Education Technology Cooperative. The care, management and control of WETC shall be rested in the Governing Board.

4. GOVERNING BOARD REPRESENTATION:

The Governing Board shall consist of **one two** elected members of the school board of each Member District. In the event of a temporary absence, a Governing Board member may appoint a designee from his/her Board for that meeting. Each member district shall have **one two** votes **one per each of the two members**.

A quorum shall consist of two-thirds of the full membership of the Governing Board and members must be present at the meeting to vote. A simple majority of the Board quorum in attendance is required for any authority for the action of the Board unless otherwise represented in this agreement.

5. GOVERNING BOARD RESPONSIBILITIES AND AUTHORITY:

The responsibilities of the Governing Board shall be:

- a. To provide for a thorough and continuing system of reporting to and communicating with the School Board of each Member District.
- b. To employ an Executive Director who shall be an ex-officio, non-voting member of the Governing Board and who shall be responsible to Board for the administration of the WETC.
- c. To authorize all contracts on behalf of the WETC which are to be signed by the **Chairperson Executive board** of said board. All **authorize contracts must be approved by WETC board**.
- d. To employ personnel as appropriate.

- e. To adopt By-Laws to govern the operation of the WETC.
- f. To establish a sound financial program and an appropriate system of record keeping separate from any Member District and audited yearly by and independent auditing firm approved by the WETC Governing board.
- g. To conduct meetings in August, September, October, November, December, February, April and June as regular scheduled meetings called by the Chairperson of the Governing Board. Special meetings may be called by the Chairperson as deemed appropriate or on the request of the Executive Director or two (2) Joint Powers Governing Board representatives one representative from at least two separate member districts. Notice must not be less than three (3) days written notice or by email to all WETC board members and member district superintendents. October shall be the meeting of the whole where all member districts school board members are invited for this meeting.

6. **ADVISORY COUNCIL:**

To provide one representative from each WETC Member District. The Advisory Council shall consist of two (2) members of the Executive Committee; two (2) members of the Teachers' Committee; one teacher from each member district; two (2) members of the Principals' Committee one Principal from each member district; and two (2) members of the Facilitators' Committee and one technical advisor from each district.

The WETC Executive Director and one Governing Board Member shall be ex-officio, non-voting members of the Advisory Council. The Advisory Council shall receive information from the other WETC committees and all recommendations must be submitted to the Joint Powers Governing Board.

7. **ADVISORY COMMITTEE:**

Other advisory committees may be established by the Governing Board as deemed appropriate.

8. **FISCAL RESPONSIBILITY:**

- a. The Governing Board shall have the final authority to assess Member Districts for financial support as deemed appropriate for the operation of the system. The Governing Board may increase the funding for financial support from Member Districts only by a 2/3 approval vote with at least one approval vote from each Member District of the Governing Board.
- b. The Board shall have the power to contract with a fiscal agent on behalf of the WETC.
- c. In accordance with the adopted budget, as approved by the Governing Board, the fiscal agent shall maintain records, disburse funds, and accept receipts.
- d. Any Member District which fails to pay, within 90 days, any assessment levied against it by the Governing Board shall be considered to have withdrawn from WETC under the provisions in Section 14 of this agreement.

9. **TECHNICAL STANDARDS:**  
The Governing Board shall establish the minimum technical standards for the system.
10. **SUPERVISING SUPERINTENDENT:**  
The Governing Board shall have the power to appoint a Supervising Superintendent of the WETC
11. **FINANCING OF WASIOJA EDUCATION TECHNOLOGY COOPERATIVE:**  
The WETC implemented pursuant to this agreement, shall be financed:
- a. By applying for and receiving State and Federal aids, grants and reimbursements for which the Cooperative may be eligible.
  - b. By individual Member District contributions on the part of each of the **five three** participating Member Districts for the construction of the main system.
  - c. By user fees established by the Joint Powers Governing Board, but paid by the receiving Member District to the Member District or Agency generating the services. **The establishment of or any increase in these fees must be approved by the Governing board only by a 2/3 approval vote with at least one approval vote from each Member District of the Governing Board.**
  - d. By further payments from Member Districts as deemed appropriate by the Joint Powers Governing Board. **The Governing Board may increase the funding for financial support from Member Districts only by a 2/3 approval vote with at least one approval vote from each Member District of the Governing Board.**
12. **SEPARATE BENEFITS FOR MEMBER DISTRICTS:**  
Nothing herein shall prevent any Member District from applying separately for any benefit to which it may itself be entitled. **Those separate benefits or funding are entitled to only such Member District who applied for them and are solely at the discretion of such Member District in the use of these benefits or funding.**
13. **ADDITION OF MEMBER DISTRICT:**  
Other school districts may become parties to this agreement and may participate in the activities of the WETC upon such terms and conditions as the Joint Powers Governing Board may approve.
14. **WITHDRAWAL OF MEMBER DISTRICT:**  
A Member District may withdraw by resolution of its school board and upon written notice given to the Governing Board. The withdrawal shall become effective at the end of the next following school year, but the withdrawal shall not affect the continued liability of the withdrawing district from indebtedness it incurred from the WETC to effective withdrawal date and the By-Laws of this Cooperative. These liabilities may include, but are not limited to, the Network Lease Termination Fee.

The WETC shall, in accordance with its By-Laws, retrain that share of property and funds paid to the WETC for the joint program by the withdrawing district. Any state aids received after the date of the withdrawal by the withdrawing district for students who participated in the WETC shall be forwarded to the WETC upon receipt thereof by the withdrawing district.

15. DISSOLUTION:

This agreement shall continue in full force and effect until the majority of the remaining Member Districts shall mutually agree to terminate this agreement and dissolve the Wasioja Education Technology Cooperative.

In the event of the dissolution of WETC, any equipment and/or materials owned by the WETC shall be disposed of in the following manner:

- a. Sealed bids shall be received from active Member Districts with the sale awarded to the highest bidder.
- b. Amount received from sale of equipment and/or materials shall revert to those districts comprising the cooperative at the time of dissolution, according to the formula for financial support.
- c. The Member Districts which are active members at the time of dissolution shall be responsible for the liabilities existing at the time of dissolution.