



## **JOINT POWERS AGREEMENT**

This agreement entered into on the dates indicated below by Independent School Districts of Region V, State of Minnesota, hereinafter referred to as member districts, witness that:

WHEREAS, Minnesota Statutes, Section 123A.23 authorizes the member districts to organize pursuant to Minnesota Statutes, Section 471.59 to provide computer services to school districts.

WHEREAS, the parties to this agreement have as their purposes the provision of computer services for member districts, and

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 parties to this agreement, pursuant to the authority and in accordance with the conditions specified in Minnesota Statutes, Sections 123A.23 and 471.59, hereby agree as follows:

### **I. ESTABLISHMENT OF REGION V COMPUTER SERVICES COOPERATIVE**

That hereby there is established Region V Computer Services Cooperative under the Joint Powers Act of the State of Minnesota and it shall operate under the name and title of Region V Computer Services.

### **II. PURPOSE OF AGREEMENT**

The purpose of this agreement shall be to provide, by cooperative effort, computer and support services for member districts of Region V Computer Services.

### **III. ACCOMPLISHMENT OF PURPOSE**

The development and continuance of the services provided by Region V Computer Services shall be accomplished by the Region V Governance Board, which shall administer the funds and exercise its authority in such a way as to accomplish the purpose of this agreement as set forth in Article II.

#### IV. GOVERNANCE BOARD

Section A. The Governance Board shall consist of eight (8) representatives elected by member districts in accordance with the following guidelines:

1. School districts are separated into three (3) categories determined by Governance Board action.
2. School districts shall remain in those categories unless moved by Governance Board action.
3. Each category shall be represented by two members. In addition, two members shall be elected at-large. Eligible candidates must be a superintendent, a designated district-level administrator, or a school board member.
4. No two members of the Governance Board can be from the same school district.
5. Member school districts will vote for candidates representing their category and for at-large candidates.

Section B. Terms of the Governance Board shall be for four (4) years. The terms of representatives elected from the same category shall not expire in the same year. The election process shall be conducted through a mail ballot.

#### V. ANNUAL MEETING

The regular May meeting of the Governance Board will serve as the Annual Meeting of the Cooperative and will have available informational material regarding the next fiscal year's budget and fees.

#### VI. GOVERNANCE BOARD RESPONSIBILITIES

Section A. To adopt and maintain bylaws to govern the operation of the Cooperative. Districts shall be notified of any proposed changes to the bylaws one month in advance of final Governance Board action.

Section B. To conduct regular meetings, and such other special meetings as requested by the Executive Director, the Chairman, or two (2) other members of the Governance Board.

Section C. To provide for a thorough and continuing system of reporting to and communicating with the Superintendent of each member school district.

Section D. To employ an Executive Director who shall be responsible to the Governance Board for the administration of the Cooperative, to provide the Executive Director with timely evaluations of his or her performance, and to employ other such personnel as deemed necessary.

Section E. To let contracts and to make purchases in conformance with the laws applicable to contracts and purchases of independent school districts in the State of Minnesota. All contracts on behalf of the Governance Board shall be executed in accordance with the bylaws.

Section F. To provide an effective and efficient program and an appropriate system of record keeping of Board action.

Section G. The Governance Board shall have the power to contract with a Region V district member to act as a fiscal agent on behalf of the Cooperative. In accordance with the adopted budget, the fiscal agent shall maintain records, disburse funds, and accept receipts.

Section H. To establish and collect membership dues.

Section I. To establish and collect charges for its services to member districts. The Cooperative can establish a schedule of fees for services to other school districts outside the region, and private schools that do not qualify to be members, if the Cooperative has the capacity to offer services to those schools without diminishing services to member districts.

Section J. To accept gifts, apply for and use grants or loans of money or other property from any organization enter into agreements required in connection therewith and hold, use, and dispose of such moneys or property in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

## VII. FINANCIAL SUPPORT

Section A. The fiscal year shall commence on July 1.

Section B. Membership dues are established by the Governance Board annually. Fees for services will be determined for each member district when the district contracts for those services.

Section C. The Governance Board shall have the authority to adopt and revise the budget to reflect changes in revenues and/or expenditures, and it shall have the authority to fix cost-sharing charges for all members in an amount sufficient to provide the funds required by the budgets of the Cooperative. It shall advise the school district superintendent of each member, on or before May 1 of each year or within ten (10) days of any revisions, of the amounts of such charges.

Section D. Payment of charges for dues and services as established by the Governance Board are due upon receipt of a statement from the Cooperative. In the event of a bona fide dispute between the member and the Governance Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section E. Nothing contained in this document shall prevent the Governance Board from charging other regions, private schools, or school districts outside the region, or any other organization, for services rendered on such basis as the Governance Board shall deem appropriate.

Section F. Funds may be expended by the Governance Board in accordance with procedures established in law for the expenditure of funds by school districts.

Section G. Periodic reports of all receipts and disbursements made by the Governance Board shall be furnished to each member. The Governance Board shall provide for accounting procedures which will result in strict accountability for all funds received.

#### VIII. ADDITION OF MEMBER DISTRICTS

Any public school district may become party to this agreement and may participate in the activities of the Cooperative upon such terms and conditions as the parties hereto may approve. If the Cooperative denies membership to any district, the district may appeal the denial to the Commissioner of Education.

#### IX. TERMINATION OF SERVICES

Section A. Any member may, at any time, give written notice of its intent to discontinue its use of a specific service. Any such termination of service shall be conditioned upon the following:

1. A member must give written notice of its intent to discontinue a specific service on or before February 1 of the current fiscal year, but cannot terminate service until the end of the fiscal year.
2. Upon effective termination of a specific service, the member shall continue to be responsible for all of the unpaid obligations that it has accrued in connection with the provision of this service by the Cooperative.

Section B. Any member who effectively terminates service without giving the appropriate written notice shall continue to be responsible for all fees and charges for that service as established by the adopted budget of the Cooperative for the fiscal year in question.

#### X. WITHDRAWAL

Section A. Any member may at any time give written notice of withdrawal. However:

1. A member must give notice of withdrawal on or before February 1 of the current fiscal year but cannot withdraw until the end of the fiscal year.
2. Upon effective withdrawal the member shall continue to be responsible for all of its unpaid obligations that it has accrued under this agreement.

Section B. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the organization shall forfeit its claim to any assets of the organization except that it shall have access to any software developed for its use while it was a member. However, if the organization is dissolved within twelve (12) months after the effective date of a member's withdrawal, that member will share in the dissolution rights and responsibilities described in Article XI of this document. If a withdrawing district disputes the terms and conditions of the distribution of assets upon withdrawal, appeal may be made to the Commissioner of Education who will resolve the dispute in accordance with this agreement and any other factors required to be considered by law.

## XI. DISSOLUTION

Section A. The Cooperative shall be dissolved whenever there is a recommendation for dissolution made by the Governance Board and a majority of the member districts vote for dissolution through a mail ballot following a Special Meeting.

Section B. In the event of dissolution, the Governance Board shall determine the measures necessary to effect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this agreement.

Section C. Upon dissolution, the remaining assets, after payment of all obligations, shall be distributed among the then existing members in proportion to their contributions, as determined by the Governance Board, provided that computer software prepared for such members shall be available to them, subject to such reasonable rules and regulations as the Governance Board shall determine.

Section D. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the members and former members as defined in Article X on a pro rata basis only in regard to services rendered on their behalf.

Section E. In the event of dissolution the following provisions shall govern the distribution of the computer software owned by the Cooperative:

1. All such software shall be an asset of the Cooperative.
2. A member or former member may use (but may not authorize reuse by another) any software developed during its membership upon:
  - a. Paying any unpaid sums due.
  - b. Paying the costs of reproducing such software and documentation.
  - c. Complying with reasonable rules and regulations of the Governance Board relating to the use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any member or former member desiring to do so.

## XII. LIABILITY

Section A. For the purpose of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), member districts, and the Governance Board are a single cooperative governmental unit. The employees and officials of the Cooperative are deemed to be employees (as defined in Minn. Stat. §466.01, subd. 3) of the Cooperative only while acting within the scope of their official duties under this agreement.

Section B. The total liability for the Cooperative, including the member districts, and the Governance Board shall not exceed the limits on governmental liability for a single member district. The limits of liability for some or all of the member districts may not be added together.

XIII. CHANGES TO JOINT POWERS AGREEMENT

This Joint Powers Agreement may be amended by the affirmative vote of a majority of the voting member districts through an electronic mail ballot or at any special meeting of the membership, provided that the substance of the proposed amendment shall have been submitted in writing, to all delegates, at least seven (7) days prior to such meeting.

XIV. RATIFICATION

IN WITNESS WHEREOF, the undersigned school district has caused this agreement to be signed and delivered on its behalf and remits herewith dues for first year membership.

Dated \_\_\_\_\_ Independent School District No. \_\_\_\_\_

\_\_\_\_\_ County, Minnesota

By \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Clerk

IN THE PRESENCE OF

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