

ISD#110
Waconia
Learning for Life

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Todd Swanson, Director of Finance & Operations
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September 12, 2014

Tom Wieczorek
SouthWest Metro Education Cooperative
792 Canterbury Road – Suite 211
Shakopee, MN 55379

Dear Tom:

Re: Joint Powers Agreement – Carver County School Districts

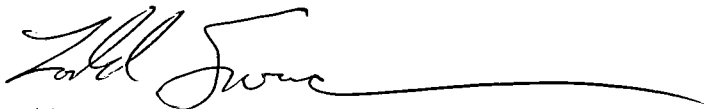
I just found out when we submitted paperwork to the state, the state caught an error on the signature page of the above referenced agreement. Therefore, we need you to initial the enclosed page where we corrected the ISD number for SouthWest Metro. Please return to my attention.

Also, enclosed is a new Joint Powers Agreement. Could you please bring this to your next Superintendent's meeting and have the appropriate people sign this new agreement?

Please return the original copy and I will get the remainder of the signatures.

Thank you!

Sincerely,



Todd Swanson
Director of Finance & Operations

Enclosures

Joint Powers Agreement Among Carver County School Districts for Collaboration

This Agreement is made and entered into pursuant to Minnesota Statute § 471.59 by and between Central Public Schools District 108 ("Central"), Waconia Public Schools District 110 ("Waconia"), Watertown-Mayer Public Schools District 111 ("Watertown-Mayer"), Eastern Carver County Schools District 112 ("Eastern Carver"), SouthWest Metro Education Cooperative District 6088-50 ("SouthWest Metro Coop"), The World Learner School District 4016 ("World Learner"), Cologne Academy District 4188 ("Cologne Academy"), hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this Agreement.

I. Purpose and Name

The purpose of this Joint Powers Agreement ("JPA") is to enable members to develop the shared use of fibers, allow to collectively procure network services (e.g. voice, data, video, etc.) and allow sharing of resources among themselves for mutually beneficial applications and programs. The JPA would also enable members to collectively apply as a consortium for eligible E-Rate (a Federal Program) and Equity Aid (a State of Minnesota Program) as well as any other entity providing funding.

The name of the consortium shall be the Carver County Schools Network ("CCSN").

II. Governance

The CCSN shall be governed by a Board consisting of one representative of each of the parties to the JPA. Upon the commencement of this Agreement, each Party shall be represented by the individual identified in Attachment A to serve on the Board. Each party may change the individual representing it on the Board by notifying all Parties.

1. The Board shall elect from among its members - A Chair, a Vice-Chair, and a Secretary as officers of the Board.
2. Officers shall be elected annually.
3. Officers shall serve a one-year term or until their successors are elected. The term of office shall be effective and shall run from the date immediately following the date of the meeting at which the officers are elected.
4. No member may hold more than one office at a time.
5. The Chair's duties and responsibilities include representing the Board as its principal spokesperson, presiding at Board meetings; directing the preparation of the agenda for all Board meetings; and appointing participants of standing and special committees.
6. The Chair may recommend to the Board for its approval, the establishment of special or standing committees to assist the Board in performing its duties and responsibilities. The Chair's recommendation shall include the duties and responsibilities of the committee, task force or workgroup, its chair and members, and any other matters necessary for the efficient operation of the committee.

7. The Vice-Chair shall exercise the duties and responsibilities of the Chair whenever the Chair is unable to serve or is not available to fulfill such duties and responsibilities.
8. The Secretary shall be responsible for recording and distributing the minutes of all Board meetings.
9. The Chair shall appoint a board member to be the Fiscal Agent who will manage the financial affairs of CCSN.
10. The business address of the Board shall be that of the Fiscal Agent.
11. In order to facilitate organizational development and address time sensitive needs before the Board is officially elected one member of the JPA may volunteer to be the Fiscal Agent and the entity to take care of administrative activities as needed.

III. Meetings

1. Regular meetings of the full Board shall be held at the call of the Chair but not less than annually.
2. The Chair upon agreement by a majority of the members may cancel regular meetings. Notice of meeting and cancellations shall be provided to the members of CCSN as far in advance of the scheduled meeting as possible and shall comply with applicable State law.
3. A simple majority of the membership shall constitute a quorum. To the extent permitted by law, a member may request the chair that they participate in board meetings using electronic conferencing technology. The Chair must assure that reasonable accommodations have been made for interested parties to attend JPA board meetings.
4. A proposed agenda for each Board meeting shall be established and published by the Chair and sent to the Board members prior to the meeting.
5. Each member is responsible for notifying the Chair, Vice-Chair or the Secretary if he or she is unable to attend a meeting.
6. At the beginning of a regular meeting any member may move to amend the published meeting agenda.
7. Regular meetings of the Board will be conducted in the following order except to the extent the Board agrees, upon motion of a member, to conduct business in another order. The rules of procedure maybe suspended at any meeting with a majority of the vote of the members present.
 - a. Call to order
 - b. Motions, if any, by members to amend the published agenda;
 - c. Approval of the minutes of prior meeting(s);
 - d. Reports by committees, if any;
 - e. Special reports;
 - f. Old business;
 - g. New business;
 - h. Other business;
 - i. Motion to adjourn.

Unless otherwise specified or agreed, Robert's Rules of Order will govern procedure to be followed in Board or Committee proceedings when not inconsistent with the bylaws and any special rules of procedure adopted by the Board. The Chair will serve as the parliamentarian. Robert's Rules of Order are adopted merely as matters of form and convenience, and the Board's failure to follow such Rules shall not be deemed to invalidate any action or business of the Board performed in a duly called and noticed meeting and affirmatively agreed to by a majority of the Board or attending quorum of the Board.

IV. Bylaws and Amendments

1. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
2. Any Member of the Board may propose amendments to this Agreement and any by laws.
3. Proposed amendments shall be submitted in writing to each member of the Board at least 14 days prior to the meeting at which an amendment is to be proposed and considered. A statement explaining the purpose and effect of the proposed amendment shall accompany the proposed amendment.
4. Amendments shall be considered at a regular meeting of the Board. A majority vote of the full Board, and not a quorum consisting of less than the entire Board, is required for approval and adoption of an amendment of the Agreement or bylaws.

V. Miscellaneous

1. Term: The term of this Agreement is for a period of five years from the time of the date of the last signatory. The term shall automatically renew for one year periods until such time as the JPA is dissolved or the Agreement amended as described in Section IV of this Agreement.
2. Costs: All costs approved by the JPA shall be shared among all members equally unless a different allocation is agreed by the Board and the impacted members.
3. Conflict of Interest: A member shall declare a conflict of interest prior to deliberations on the issue from which the conflict arises. The Board will determine whether that conflict should preclude the member from voting.
4. Record Retention: Members of the JPA and the Board shall retain records in accordance with the requirements of the State of Minnesota.
5. Withdrawal: A member may withdraw from this Agreement upon providing sixty (60) days written notice to all the JPA members. A withdrawing member shall meet all of its responsibilities up to the date of withdrawal including all financial obligations.
6. Termination: This Agreement shall terminate i) upon written agreement of all then-current members of the JPA; or ii) by operation of law or court order; or iii) when there are no more than two members.
7. Dissolution: The JPA shall dissolve upon action authorized by representatives of a majority of the then-current members of the JPA, and not a quorum consisting of less than the entire Board.
8. Jurisdiction: This Agreement, and executed amendments thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Agreement, or breach thereof, shall be in the state of federal court with competent

jurisdiction in Carver County, Minnesota.

9. Entire Agreement: This Agreement contains the entire Agreement between the Parties and supersedes all oral and written agreements and negotiations between the parties relating to the subject matter and the formation of the joint powers.
10. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same instrument.

In WITNESS WHEREOF and by virtue of duly authorized signatures set forth below, the School Districts have executed this Agreement on the dates indicated below.

ISD 108 - Central Public Schools

By: _____

Title: _____

Date: _____

ISD 111 - Watertown-Mayer Public Schools

By: _____

Title: _____

Date: _____

ISD 110 - Waconia Public Schools

By: _____

Title: _____

Date: _____

ISD 112 - Eastern Carver County Schools

By: _____

Title: _____

Date: _____

ISD 4016 - The World Learner School

By: _____

Title: _____

Date: _____

ISD 4188 - Cologne Academy

By: _____

Title: _____

Date: _____

ISD 6088-50 – SouthWest Metro Education Cooperative

By: _____

Title: _____

Date: _____