

MEMORANDUM OF AGREEMENT INTERMEDIATE SCHOOL DISTRICT NO. 917

This Memorandum of Agreement was entered into on the dates indicated herein below by and between the following Independent School Districts: Special School District #6, Inver Grove Heights #199, West St. Paul/Mendota Heights/Eagan #197, Randolph #195, Lakeville #194, Farmington #192, Burnsville #191, and Hastings #200, and Bloomington #271 (said parties hereinafter generally referred to as "members") and Intermediate School District 917 ("District" or "service provider").

WITNESSETH THAT:

WHEREAS, the members are organized for the purpose of providing public school education, and

WHEREAS, each of the members is interested in cooperating with other members in the delivery of educational services and in receiving services from the District; and

WHEREAS, the members are eligible to organize a joint school board pursuant to Minnesota Statutes § 136D.81 et seq., and Minnesota Statutes § 471.59 for such purposes; and

WHEREAS, the members first agreed to cooperate and organize a joint school board in 1970; and

WHEREAS, the members have jointly and cooperatively organized a school district referred to as Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 136D.81 et seq. and other applicable statutes; and

WHEREAS, the members have jointly and cooperatively organized a school board referred to as the Board of Intermediate District 917 pursuant to the broad authority contained in Minnesota Statutes § 471.59 and other applicable statutes; and

WHEREAS, the member districts wish to renew their commitment to cooperate in the context of current law and practice and to continue to receive services through the District:

NOW, THEREFORE, each of the parties to this Memorandum certifies to and agrees with the other parties as follows:

1. **Purpose of Agreement.** To continue to jointly and cooperatively deliver educational services through Intermediate District 917 for the benefit of the member districts and students.
2. **Authority of Members.** Each member signatory to this Memorandum has been duly authorized by its school board to execute this agreement and has complied with Minnesota Statutes § 136D.85 and 136D.93.
3. **Member Representatives.** Each member shall have one representative on the Board who shall be appointed by the school board of such member and shall serve for three years. On or before June 15 of each succeeding year in which its representative's term shall expire, a member district shall appoint one representative to serve for a three-year term. Each such representative shall be a voter in the school district by which he or she is appointed.

4. **Board Powers.** The Board has the following rights, powers, and privileges, in accordance with applicable laws, rules and regulations:
 - A. At the Board's annual meeting, the Board will review the Memorandum of Agreement and will elect a chair, a vice-chair, a clerk, and a treasurer who shall serve until the next annual meeting of the Board.
 - B. To adopt bylaws concerning the following: powers and duties of the Board, the date of the annual meeting of the Board, special meetings of the Board, duties of the officers, voting procedures, quorums, filling of vacancies in the position of representative and such other matters of organization, form and procedure which the Board may deem necessary.
 - C. To exercise all of those rights, powers and privileges conferred by statute on the individual members and the Intermediate District.
 - D. To function as an entity separate and apart from any of the members in furtherance of their joint interests and intentions.
 - E. To fulfill the District's mission to serve as the best resource of specialized services to ensure that each member district can meet the unique learning needs of its students.
 - F. Any and all of the powers, duties and functions described herein above may be performed by any committee pursuant to the bylaws of the Board or by specific resolution of the Board.
5. **Tuition.** Tuition and fees will be charged for services received from the District in accordance with applicable statutes.
6. **Liability.** Neither members nor member representatives shall have individual liability for the debts and obligations of the District. Member and member representative liability is determined by law.
7. **Withdrawal by any Member.** Any member may withdraw from the District and cause its representative to cease to function in such capacity upon written notice given to the Clerk of the Board before February 1 of any year, such notice to be accompanied by a certified copy of an appropriate resolution of the school board of such member authorizing and directing such withdrawal of the member from the Intermediate District. Any such withdrawal by a member shall be effective June 30 of the following fiscal year.
8. **Additional Members.** Any independent school district as defined in Minnesota Statutes 136D.81 and 136D.93, not signatory hereto, may become a member of the District hereafter upon adoption of a resolution of its school board authorizing

such school district to become a member, upon compliance with the requirements of law and upon complying with and executing this Agreement and any amendments thereto. A certified copy of such resolution shall be furnished to the Clerk of the Board, whereupon such school district shall be deemed to be a member of the Intermediate District.

9. Title. The District shall take title in its name to all property acquired by it.
10. Amendment of Agreement. This Agreement may be amended by a written instrument executed by the member districts who are members of the District at the time of the amendment. The proposed amendment shall be recommended by a member and notice of the proposed amendment and copy thereof shall be sent by mail to each member of the Board not less than sixty (60) days before the proposed effective date of such amendment, which date shall be stated in the amendment. If such amendment is not acceptable to any member, such member's written objections shall be sent to the Clerk of the Board at least 30 days in advance of the proposed effective date of the amendment. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all member districts.
11. Dissolution of Intermediate District. The District shall continue in existence until two-thirds of its members agree upon dissolution at an annual meeting or special meeting called for the purpose of considering dissolution.
12. Distribution of Assets upon Dissolution. Upon dissolution of the District, any assets remaining after payment or reservation for debts and liabilities shall be divided among all members of the District as a majority of the members of the Board at the time of dissolution may determine in their discretion. To the extent possible all assets of the District shall be converted to cash prior to dissolution.
13. Severability Clause. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with state or federal law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the remaining provisions shall remain in full force and effect.
14. Effective Date. This Agreement shall become effective on July 1, 2011.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the dates appearing herein below:

Dated: 11/9/2011

INTERMEDIATE SCHOOL DISTRICT 917

By Gail E. Lewis
Chair

And Deborah M. Clark
Clerk

Dated: 12/15/2010

INDEPENDENT SCHOOL DISTRICT 200

By Juli G. Nelson
Chair

And Bradley O'Malley
Clerk

Dated: 12/13/2010

SPECIAL SCHOOL DISTRICT 6

By John Antonich
Chair

And Alan Compton
Clerk

Dated: 12/20/10

INDEPENDENT SCHOOL DISTRICT 199

By Mark Bell
Chair

And Reinhard
Clerk

Dated: 12/6/2010

INDEPENDENT SCHOOL DISTRICT 197

By Mark Bell
Chair

And Lawrence T. Ward
Clerk

Dated: 12-20-10

INDEPENDENT SCHOOL DISTRICT 195

By Janyzachae
Chair
And Shawna
Clerk

Dated: 12-14-2010

INDEPENDENT SCHOOL DISTRICT 194

By Judy Kelihor
Chair
And Cathy Lewis
Clerk

Dated: December 13, 2010

INDEPENDENT SCHOOL DISTRICT 192

By U. W.
Chair
And Debbie McKnight
Clerk

Dated: 12-2-10

INDEPENDENT SCHOOL DISTRICT 191

By Debbie Curier
Chair
And Sandie Smay
Clerk

Dated: 4/11/2011

INDEPENDENT SCHOOL DISTRICT 271

By Bruce Peter
Chair
And Timothy Culver
Clerk