

JOINT POWERS AGREEMENT ESTABLISHING THE CANNON VALLEY SPECIAL EDUCATION COOPERATIVE

Effective October 26, 2015, this Joint Powers Agreement (“Agreement”) is entered into by and between the following Minnesota public school districts (“Member Districts”):

Independent School District No. 656, Faribault Public Schools
Independent School District No. 659, Northfield Public Schools

ARTICLE I ENABLING AUTHORITY AND PURPOSE

This Agreement is entered into pursuant to Minnesota Statutes section 471.59. The purpose of this Agreement is to optimize resources and increase efficiencies by creating a special education cooperative to serve children with low incidence disabilities.

ARTICLE II NAME

The name of the special education cooperative created by this Agreement is “Cannon Valley Special Education Cooperative” (“CVSEC” or “Cooperative”).

ARTICLE III GOVERNING BOARD

Section 1: Establishment of Governing Board. The care, management, and control of the Cooperative is vested in a board of directors comprised of two representatives from each Member District, including the superintendent of each Member District and one school board member from each Member District. Each Member District will have one vote, which will be cast by the representative school board member, unless the school board member is absent, in which case the vote may be cast by the superintendent from the same Member District.

Section 2: Officers. By majority vote, the Cooperative Board will annually elect a Chairperson, a Vice-Chairperson, a Clerk, and a Treasurer. The Board may also remove officers by majority vote. The officers of the Cooperative Board will have the same general responsibilities as the officers of a public school district.

Section 3: Powers and Responsibilities. The powers and responsibilities of the Cooperative Board include, but are not limited to, the following:

1. Implementing and coordinating the delivery of Cooperative programs and services consistent with the purpose of this Agreement;
2. Adopting policies and procedures to govern the operation of the Cooperative and its programs;
3. Financing special education programs implemented pursuant to this Agreement;

4. Adopting an annual budget and an appropriate system of record keeping;
5. Applying for, receiving, and administering educational funding, including state funding, reimbursements, and federal funds as applicable;
6. Hiring and firing employees;
7. Entering into contracts consistent with the purpose of this Agreement, including but not limited to employment contracts, contracts for goods and professional services, leases, contracts for space, purchase agreements, and other contracts that are in the best interests of the Cooperative;
8. Providing for a thorough and continuing system of reporting and communicating with the school board of each Member District;
9. Conducting regularly scheduled monthly meetings during the year and special meetings as may be necessary and in compliance with the Open Meeting Law;
10. Adopting by-laws;
11. Adopting written policies and procedures;
12. Acquiring and maintaining insurance as deemed necessary by the Cooperative Board;
13. Prosecuting and defending actions against the Cooperative; and
14. Establishing an advisory committee comprised of the directors of special education of each member district.

Section 4: Cooperative Director. The Cooperative Board must employ a Cooperative Director who holds a Director of Special Education license issued by the State of Minnesota. The Cooperative Director will serve as an ex-officio member of the Cooperative Board. The Cooperative Director will be responsible for implementing the Board's policies; for authorizing the expenditure of funds within budgeted amounts in accordance with the procedures established by law for superintendents of independent school districts; and for the day-to-day administration and operation of the Cooperative. The Cooperative Director will also be responsible for presenting a proposed budget to the Cooperative Board in a form and at a time specified by the Board. The Cooperative Director will report directly to the Cooperative Board and at all times will be subject to the authority of the Cooperative Board.

ARTICLE IV FISCAL RESPONSIBILITIES

The Cooperative Board may finance the special education programs implemented pursuant to this Agreement in a variety of ways, including but not limited to: applying for and administering funds and reimbursements from the State of Minnesota for programs and services the Cooperative provides; invoicing each Member District quarterly for its share of the cost of the Cooperative's facilities based on the previous year's December 1 Unduplicated Special Education Child Count; obtaining tuition reimbursement for students placed in the Cooperative's programs; invoicing each Member District for the unreimbursed cost of other special education services provided to the Member District; accessing Medical Assistance for health-related IEP services provided to eligible students; and accepting grants, gifts and other funds.

ARTICLE VI MEMBERSHIP

Section 1: Addition of Member Districts. A public school district that was not an original party to this Agreement may apply for membership in the Cooperative. A two-thirds vote of the Cooperative Board is required to approve such an application and allow another public school district to become a member of the Cooperative, provided that the applicant pays the Cooperative the prorated cost of all real and tangible property that the Cooperative owns as of July 1 of the first year of membership and any other costs that the Cooperative Board deems to be appropriate. The total cost of joining the Cooperative will be presented in writing to the applicant before the applicant is required to make a final decision about joining the Cooperative.

Section 2: Withdrawal of Member Districts. All Member Districts are bound by the terms of this Agreement while they are a member. Any Member District may withdraw from this Agreement effective June 30 by providing written notice of withdrawal to the Chairperson of the Cooperative Board at least seventeen (17) calendar months before the effective date of withdrawal. By way of example, in order to withdrawal effective June 30, 2019, a Member District would be required to provide notice of intent to withdrawal no later than February 1, 2018. A withdrawing district is not entitled to recover any funds paid to the Cooperative or any property acquired by the Cooperative. In addition, a withdrawing district is responsible for any liabilities that the Cooperative has incurred before the effective date of the withdrawal or which result from the withdrawal, including but not limited to a proportionate share of any continuing lease or sublease obligations.

ARTICLE VII DISSOLUTION

Section 1: Dissolution Vote. This Agreement will continue in effect until two-thirds of the Member Districts vote to terminate this Agreement and thereby dissolve the Cooperative.

Section 2: Sale of Property. After voting to dissolve the Cooperative, the Cooperative Board may establish a selling price for any property the Cooperative owns. Written offers to purchase such property will be solicited from interested Member Districts, and the sale will be made to the highest bidder, provided that the bid exceeds any minimum sale price established by the Cooperative Board. If no Member District submits an offer that matches or exceeds the minimum price established by the Cooperative Board, the Cooperative Board may sell the real or personal property to the general public in accordance with any applicable laws.

Section 3: Satisfaction of Liabilities. Upon dissolution, the remaining Member Districts will be responsible for any liabilities the Cooperative has at the time of dissolution, including, but not limited to, indebtedness of real property, contractual obligations, and reemployment insurance obligations.

Section 4: Distribution of Remaining Funds. After satisfying all liabilities, any remaining proceeds from the sale of any real and personal property owned by the Cooperative, and any other remaining funds, will be distributed to the Member Districts on the basis of the most recent December 1 Special Education Unduplicated Child Count report containing the resident public and non-public student population of each Member District.

**ARTICLE VIII
AMENDMENTS**

An affirmative vote of the majority of the voting members of the Cooperative Board is required to amend this Agreement. The vote must occur in open session at a duly noticed meeting.

**ARTICLE IX
SAVINGS PROVISION**

If a court of law determines that any provision of this Agreement is unlawful or unenforceable, the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the school boards of the following Member Districts have adopted a resolution entering into this Agreement and authorizing their respective school board chairs and clerks to execute this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 656, FARIBAULT PUBLIC SCHOOLS

By: _____
School Board Chair

By: _____
School Board Clerk

Date: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD PUBLIC SCHOOLS

By: _____
School Board Chair

By: _____
School Board Clerk

Date: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 761, OWATONNA PUBLIC SCHOOLS

By: _____
School Board Chair

By: _____
School Board Clerk

Date: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 763, MEDFORD PUBLIC SCHOOLS

By: _____
School Board Chair

By: _____
School Board Clerk

Date: _____

Date: _____

RASW: 34417