

# **SOUTHWEST METRO INTERMEDIATE DISTRICT**

## **JOINT POWERS AGREEMENT**

This Agreement is made and entered into this 1st day of July, 2016, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), Independent School District No. 108 (Central Public Schools), Independent School District No. 112 (Eastern Carver County Schools), Independent School District No. 110 (Waconia), Independent School District No. 111 (Watertown-Mayer), and Independent School District No. 877 (Buffalo-Hanover-Montrose) all being school districts and governmental units of the State of Minnesota (hereinafter referred to as the "Collaborating Districts").

### **RECITALS:**

**WHEREAS**, through a joint agreement entered into on October 12, 1976 by Independent School District No. 720, Shakopee, Independent School District No. 112, Chaska, and Independent School District No. 110, Waconia, the Carver-Scott Cooperative Center was established and operated as a vocational education cooperative center under Minn. Stat. §123.351 (1974); and

**WHEREAS**, subsequently, the Carver-Scott Cooperative Center was renamed as the Carver-Scott Educational Cooperative No. 930 ("CSEC"); and

**WHEREAS**, over time, the CSEC periodically added additional school districts as

members and has expanded the educational services it provides to such participating school districts; and

**WHEREAS**, on July 1, 2013, the Collaborating Districts, which consisted of the members of the CSEC and the Minnesota River Valley Special Education Cooperative (MRVSEC) established a joint powers entity under Minn. Stat. § 471.59 for the purpose of continuing the mission of the CSEC & MRVSEC under a new name and organization, pursuant to the terms and conditions described below. The new joint powers entity was named the SouthWest Metro Educational Cooperative.

**WHEREAS**, the SouthWest Metro Educational Cooperative joint powers agreement anticipated the possible formation of an Intermediate District with the member school district boards agreeing as follows:

**ARTICLE VI  
CONTINUED OPERATION AS AN INTERMEDIATE DISTRICT**

If the Minnesota Legislature adopts enabling legislation approving the establishment of the District as an Intermediate District under Chapter 136D of the Minnesota Statutes, or other law, and if the Collaborating Districts individually vote to reorganize the District (Educational Cooperative) as an Intermediate District, the Collaborating District Boards hereby agree to continue the District as an Intermediate District in accordance with the terms of this Agreement, any amendments to this Agreement, the bylaws of the District, as amended, and applicable laws.

**WHEREAS**, the 2015 Minnesota State Legislature in Special Session passed Minn. Stat. § 136D.41:

**136D.41 LISTED DISTRICTS MAY FORM INTERMEDIATE DISTRICT.**

Notwithstanding any other law to the contrary, two or more of the Independent School Districts Nos. 108, 110, 111, and 112 of Carver County, Independent School Districts Nos. 716, 717, 719, 720, and 721 of Scott County, and Independent School District No. 2905 of Le Sueur County, whether or not contiguous, may enter into agreements to accomplish jointly and cooperatively the acquisition, betterment, construction, maintenance, and operation of facilities for, and instruction in, special education, career and technical education, adult basic education, and alternative education. Each school district that becomes a party to such an agreement is a "participating school district" for purposes of sections 136D.41 to 136D.49. The agreement may provide for the exercise of these powers by a joint school board created as set forth in sections 136D.41 to 136D.49.

**WHEREAS**, an Intermediate District is defined in Minn. Stat. § 136D.01:

**136D.01 INTERMEDIATE DISTRICT.**

"Intermediate district" means a district with a cooperative program which has been established under Laws 1967, chapter 822, as amended; Laws 1969, chapter 775, as amended; and Laws 1969, chapter 1060, as amended, offering integrated services for secondary, postsecondary, and adult students in the areas of vocational education, special education, and other authorized services.

**NOW, THEREFORE**, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**AUTHORITY; NAME; PURPOSE**

**Section 1. AUTHORITY.** This Agreement is entered into by and among the Collaborating Districts pursuant to Minn. Stat. § 471.59 (2012), which authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties

or any similar powers. The authority to form an Intermediate District was granted the aforementioned Collaborating Districts in Minn. Stat. 136D.41 (2015),

**Section 2. NAME.** The name of the joint powers entity created hereunder shall be the SouthWest Metro Intermediate District (hereinafter the “District”).

**Section 3. PURPOSE.** The purpose of this Agreement is to establish a governing organization through which the Collaborating Districts may jointly and cooperatively provide educational programming and services at one or more sites. The educational programming and services shall include special education, vocational education, career and technical education, adult basic education, alternative education and any other educational programs or services defined in Minn. Stat. § 123A.21 subdivisions 7 and 8 and/or Minn. Stat. § sections 136D.41 to 136D.49 that are requested by one or more Collaborating Districts and approved by the Governing Board.

## **ARTICLE II**

### **GOVERNANCE**

**Section 1. GOVERNING BOARD; ALTERNATE MEMBERS; TERM; VACANCY.**

The management and control of the District shall be vested in a Governing Board, known as the SouthWest Metro Intermediate District Board, which shall have the authority to function as an entity separate and apart from any of the Collaborating Districts and generally to act in furtherance of the Collaborating Districts’ joint interests and intentions hereunder. Each member of the Governing Board (including alternate members) shall be a member of a board of a Collaborating District that has been appointed by the board

of a Collaborating District in a manner established by the respective Collaborating District. Each Collaborating District shall also appoint an alternate member who shall participate in meetings of the Governing Board in the absence of the primary board member. Each Collaborating District shall have at least one member and one alternate member on the Governing Board. Each member and alternate member of the Governing Board shall be appointed for a one-year term, may be reappointed, and shall continue to serve until such member's successor is appointed. A vacancy on the Governing Board shall occur if a member of the Governing Board is no longer a board member of his or her Collaborating District, or if the vacancy occurs as a result of death, disqualification, resignation, disability, removal or such other cause. A vacancy on the Governing Board shall be filled for the unexpired term by appointment of the board of the Collaborating District whose seat is vacant, within 30 days of the vacancy. A person appointed to the Governing Board shall qualify as a Governing Board member by filing with the chair a written certificate of appointment from the appointing board of the Collaborating District in question.

**Section 2. OFFICERS.** The officers of the Governing Board shall be a chair, vice- chair, clerk and treasurer. The chair shall preside at all meetings of the Governing Board except in the chair's absence the vice-chair shall preside. The clerk shall keep a complete record of the minutes of each meeting and the treasurer shall be the custodian of the funds of the District. The election of the officers shall be pursuant to majority vote of the members of the Governing Board at its first meeting of each fiscal year. Each officer of the Governing Board shall be appointed for a one-year term, may be reappointed, and shall continue to serve until such member's successor is appointed and

qualified.

### **ARTICLE III**

#### **POWERS OF THE GOVERNING BOARD**

The Governing Board shall have the general charge of the business of the District and the ownership of its facilities, fixtures and personal property. The Governing Board shall take such action as it deems necessary and proper to accomplish the purposes of the District, or any other action necessary and incidental to the implementation of said purposes or actions, including, but not limited to, entering into contracts, leases or agreements with a Collaborating District or others, whenever the Governing Board shall deem such action to be advisable. The Governing Board has the power to adopt bylaws which shall provide for the following: the date of the annual meeting of the Governing Board, duties of the officers, voting procedures, the definition of a quorum, and such other matters which the Governing Board may deem necessary and proper.

### **ARTICLE IV**

#### **MEMBERSHIP**

**Section 1. ADDING MEMBER DISTRICTS.** An independent school district, may become of member of the District with consent of at least two thirds<sup>1</sup> of the Governing Board. Upon approval by the Governing Board, the school district, by action of a majority of its board, shall adopt a resolution authorizing such school district to become a member upon executing this Agreement and any amendments thereto. A

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<sup>1</sup> Amended April 2019.

certified copy of such resolution, along with the executed Agreement (including any amendments) shall be furnished to the clerk of the Governing Board, whereupon such school district shall be deemed to be a Collaborating District bound by the terms of this Agreement, any amendments thereto, and the District's bylaws.

**Section 2. WITHDRAWAL OF MEMBER DISTRICTS.** Any Collaborating District may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the school board of each other Collaborating District. The notice shall include a certified copy of the adopted withdrawal resolution. The withdrawal shall become effective at the end of the next following school year. The withdrawal of a Collaborating District shall not affect the continuing liability of that Collaborating District for continuing obligations incurred that had the approval of the school board of that Collaborating District prior to the notice of withdrawal.

## **ARTICLE V**

### **DURATION; DISSOLUTION; BREACH; LIABILITY; INSURANCE**

**Section 1. DURATION.** This Agreement shall be perpetual in duration unless terminated pursuant to provisions of this Agreement, as amended, or any state law terminating the Agreement.

**Section 2. DISSOLUTION.** The boards of two-thirds of the Collaborating Districts may agree to dissolve the District effective at the end of any school year or at an earlier time as they may mutually agree by adopting written resolutions approving the

termination of this Agreement and the dissolution of the District. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance. Upon dissolution of the District, all of its property remaining after payment or reservation for debts and liabilities shall be divided among the Collaborating Districts in accordance the District's bylaws.

**Section 3. BREACH OF AGREEMENT.** Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach.

**Section 4. LIABILITY.** No Collaborating District shall be liable for the acts or omissions of the District, nor shall a Collaborating District be liable for acts or omissions of another Collaborating District. The liability and the monetary limits of liability of the District, the Collaborating Districts, their officers, employees, representatives, and agents shall be governed by the Minnesota Government Tort Claims Act, (Minnesota Statutes Chapter 466) and other applicable law.

**Section 5. INSURANCE.** The District shall maintain property insurance on its buildings, fixtures and personal property. The District shall also maintain liability

insurance in not less than the statutory maximum liabilities for school districts.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

**Section 1. CAPTIONS.** The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

**Section 2. AMENDMENTS TO THIS AGREEMENT.** Amendments to this Agreement may be proposed by the school board of any Collaborating District or by the Governing Board of the District. Notice of proposed amendments shall be sent to all Collaborating Districts. The proposed amendment shall not become effective until it has been approved and executed by not less than two-thirds of all the Collaborating Districts. An amendment approved under this Section shall be an addendum to this Agreement.

**Section 3. SAVINGS CLAUSE.** Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the school boards of the Collaborating Districts by resolutions adopted in the manner specified

in this Article VII for the adoption of amendments.

**Section 4. NOTICES.** All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its school board. The notice shall be in writing and shall be sent by first class mail or electronic mail to the administrative offices of the school board of a Collaborating District or the Governing Board, as appropriate. A notice shall be timely if postmarked or emailed on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the school board action shall be sent with the notice.

**Section 5. ENTIRE AGREEMENT; APPLICABLE LAW.** This Agreement contains the entire agreement between the parties. No party has relied upon any statements or promises that are not stated in this Agreement. This Agreement shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

**Section 6. EXECUTION IN COUNTERPARTS; EFFECTIVE DATE OF AGREEMENT.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument. This Agreement shall become effective upon its approval by the boards of each Collaborating District.

***IN WITNESS WHEREOF***, the officers indicated below of the Collaborating

Districts have signed this Agreement by authority of their respective school boards.

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 2905  
(Tri-City United)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 716  
(Belle Plaine)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 717  
(Jordan)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 719  
(Prior Lake-Savage)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 720  
(Shakopee)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 721  
(New Prague)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 108  
(Central Public Schools)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 112  
(Schools of Eastern Carver County)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk



Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 110  
(Waconia)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2015.

**INDEPENDENT SCHOOL DISTRICT NO. 111  
(Watertown-Mayer)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2016.

**INDEPENDENT SCHOOL DISTRICT NO. 877  
(Buffalo-Hanover-Montrose)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2019.

**INDEPENDENT SCHOOL DISTRICT NO. 2835  
(Janesville-Waldorf-Pemberton)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2019.

**INDEPENDENT SCHOOL DISTRICT NO. 2168  
(New Richland-Hartland-Ellendale-Geneva)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2019.

**INDEPENDENT SCHOOL DISTRICT NO. 829  
(Waseca)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2019.

**INDEPENDENT SCHOOL DISTRICT NO. 2143  
(Waterville-Elysian-Morristown)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2020.

**INDEPENDENT SCHOOL DISTRICT NO. 271  
(Bloomington)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk