

# THE JOINT POWERS AGREEMENT

Independent School District 622 North St. Paul-Maplewood-Oakdale,  
Independent School District 623 Roseville Area School, And  
Independent School District 625 Saint Paul Public Schools

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This Joint Powers Agreement is entered into this 18th day of May, 1995, by and between Independent School District 622, North St. Paul-Maplewood-Oakdale, Independent School District 623, Roseville Area Schools, and Independent School District 625, Saint Paul Public Schools, pursuant to the authority of and in accordance with Minn. Stat. § 471.59.

## ARTICLE ONE: DEFINITIONS

- 1.1 "Founding member School Districts" shall refer to Independent School District 622, Independent School District 623, and Independent School District 625.
- 1.2 "Fiscal year" shall refer to the period from July 1 to June 30 in the following calendar year.

## ARTICLE TWO: PURPOSE

### 2.1 PURPOSE:

The purpose of this Joint Powers Agreement is to provide for the construction and operation of a joint use educational facility and programs to benefit the learners of the member School Districts.

### 2.2 ACCOMPLISHMENT OF PURPOSE:

In furtherance of the purpose enumerated in Article 2.1 hereof, this Agreement creates a Joint Powers School, governed by a Joint Powers Board, through which the goal of construction and operation of the joint use educational facility may be realized.

### 2.3 MISSION OF SCHOOLS:

- (1) The Joint Powers Board shall adopt a Mission Statement which shall establish the core principles under which the Joint Powers School will be established and operated.
- (2) The founding member School Districts agree to discuss, in a series of meetings to be held during the period of May 1995 to September 1995, those matters and concerns which they desire the Joint Powers Board to include among the core principles.

### 2.4 AUTHORITY:

Each member School District has been duly authorized by its School Board to execute this Joint Powers Agreement in furtherance of the purposes contained herein.

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## ARTICLE THREE: JOINT BOARD

### 3.1 NAME:

- (1) The name of the Joint Powers School shall be determined by the Joint Powers Board.

### 3.2 COMPOSITION OF JOINT POWERS BOARD:

- (1) The Joint Powers Board shall be composed of ten representatives.
- (2) The Joint Powers Board shall be composed of two representatives selected by each of the member School Districts. It shall also include three citizen representatives, one from each District, who shall be appointed by a site based body created by the Joint Powers Board and serve as ex-officio members of the Joint Powers Board. The Building Administrator shall also serve an ex-officio member of the Joint Powers Board.
- (3) All School District selected Joint Powers Board representatives shall serve at the pleasure of their member School District, and shall serve until their successors are duly appointed. Each member School District shall determine the qualifications it shall require of its representatives.
- (4) The term of each School District representative member to the Joint Powers Board shall be two years in duration, subject to the provisions of Article 3.2(3) herein. Terms of office shall begin January 1 and expire December 31 of the second year. Notwithstanding the foregoing, the initial term of one representative from each founding member School District, to be designated by the member District, shall be for a term of two and one half years, and the initial term of the second representative shall be for three and one half years in order to insure continuity of experience on the Board and consistency with the terms of office for elected school board members.
- (5) The term of each appointed Citizen Representative shall be for one year. Citizen Representatives may be reappointed by the School's site based governance body. Terms shall begin January 1 and expire December 31 of each year.
- (6) In the event of a School District selected Joint Powers Board representative leaving the Joint Powers Board before the end of his/her term, that member School District shall select a representative to complete the unexpired term of the original representative.
- (7) In the event of an appointed Citizen Representative leaving the Joint Powers Board before the end of his/her term, the School's site based governance body shall select a representative from the same school district to complete the unexpired term of the original appointed Citizen Representative.

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## 3.3 OFFICERS:

- (1) The officers of the Joint Powers Board shall consist of a chairperson, a vice chairperson, and a clerk/treasurer, all of whom shall be selected from among the voting representatives to the Joint Powers Board.
- (2) The officers shall be selected by the Joint Powers Board at a yearly organizational meeting. Officers shall hold office for a one year term. No representative shall hold a particular office for a period in exceeds of two consecutive terms. In no event shall representatives from the same member School District hold a particular office for consecutive terms.
- (3) In no event shall the representatives of one member school District hold more than one office at the same time.
- (4) Board officers shall have all parliamentary duties typically ascribed to their offices. The chairperson shall preside over all meetings of the Joint Powers Board. The vice chairperson shall preside in the absences of the chairperson.

## 3.4 QUORUM:

A quorum of the Joint Powers Board shall consist of one voting representative from each member District plus one voting representative. However, once the Joint Powers Board has designated a Building Administrator under Article 4.1 hereof, and the site based body has appointed citizen representatives from each of the member Districts under Article 3.2(2) hereof, then a quorum shall consist of one voting representative from each member District plus one voting representative, plus one non-voting representative.

## 3.5 VOTING:

- (1) Each representative to the Joint Powers Board from a member School District shall be entitled to cast one vote.
- (2) Citizen representatives and the Building Administrator shall not be entitled to cast a vote.
- (3) A majority of votes cast shall be required to act favorably upon any matter pending before the Joint Powers Board, except as otherwise provided in this Agreement or by state law.

## 3.6 MEETINGS AND NOTICES:

- (1) Public notice of regular and special meetings of the Joint Powers Board shall be given, and meetings of the Joint Powers Board shall be open to the public when required by Minnesota law.

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- (2) Special meetings may be called by the Joint Powers Board Chair or any three voting Joint Powers Board representatives.
- (3) There shall be an annual organizational meeting of the Joint Powers Board, which shall be held in January of each year, to elect officers, establish a schedule of meetings, and to take such other actions as deemed necessary.
- (4) The School Board of each member District shall be invited to attend the annual meeting and to participate and discuss:
  - (a) Past accomplishments of the Joint Powers School;
  - (b) Future goals of the Joint Powers School;
  - (c) Curriculum;
  - (d) Academic standards;
  - (e) Budgetary and financial issues;
  - (f) Governance;
  - (g) Such other topics as are suggested by the Joint Powers Board and the Boards of the member School Districts.

### 3.7 POWERS:

The care, control, and management of the Joint Powers School shall be vested in the Joint Powers Board created under this Article 3. The Joint Powers Board shall have all powers granted to independent school districts under Minnesota law. These powers shall specifically include but not be limited to the following powers:

- (1) To acquire, maintain, and dispose of real and personal property.
- (2) To enter into contracts for goods and services, including lease purchase agreements, deemed to be in the best interests of the Joint Powers School.
- (3) To employ and discharge employees and to contract for other services.
- (4) To prosecute and defend actions by or against the Joint Powers Board of School.
- (5) To apply for and accept grants, gifts, bequests, and donations and to assist in the formation of a foundation to accomplish these purposes.
- (6) To acquire and maintain insurance as deemed necessary by the Joint Powers Board.
- (7) To adopt policies governing the use of facilities governed by the Joint Powers Board.
- (8) To work cooperatively with any non-profit or governmental organization to provide for community recreational and open space needs.

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- (9) To adopt by-laws.
- (10) To establish and maintain financial accounts.
- (11) To contract with and to define the duties of a fiscal agent to administer the fiscal affairs of the Joint Powers Board.
- (12) To utilize short term borrowing powers granted to independent school districts under Minnesota law as is deemed necessary.
- (13) To create a site based body to assist in the governance of the Joint Powers School and to appoint citizen representatives to the Joint Powers Board as provided by Article 3.2 hereof.

The Joint Powers Board shall not have the power to issue bonds or obligations except as specifically provided by this agreement.

## ARTICLE FOUR: EMPLOYEES:

### 4.1 LICENSED EDUCATIONAL STAFF:

The Joint Powers Board shall employ licensed educational staff, including building administration, as it deems necessary. The licensed educational staff so employed shall be deemed to be employees of the Joint Powers Board for all purposes including, but not limited to, salaries, fringe benefits, workers' compensation, unemployment compensation, teachers retirement, social security, collective bargaining, and continuing contract rights.

### 4.2 OTHER EMPLOYEES:

The Joint Powers Board may employ persons directly to provide all those services needed to operate the Joint Powers School and not covered by Article 4.1 hereof. Alternatively, the Joint Powers Board may contract for these services on terms deemed to be in the best interests of the Joint Powers School.

## ARTICLE FIVE: FINANCE:

### 5.1 RECEIPTS/STATE AID:

- (1) Financial support for students attending the Joint Powers School shall be comparable to that from which they would be benefited if they had attended the schools of their resident District.
- (2) Residents pupils of each member District who are educated at the Joint Powers School shall be counted as resident pupils of their resident District in the calculation of pupil units for all

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state aid and levy purposes. The District of residence of the pupils attending the Joint Powers School shall not be deemed to have changed by reason of their attendance at the Joint Powers School.

- (3) Except for transportation revenue not specifically designated by the State for Joint Powers School use, each member School District shall transmit to the Joint Powers School all pupil based state aid and local tax levies received by the member District for each resident pupil attending the Joint Powers School. Pupil based aid and local levies includes, but is not limited to, general education revenue, desegregation aid and levy revenue, ECFE revenue, capital building and capital equipment revenue, and levy referendum revenues.

Each member School District shall also transmit to the Joint Powers School a pro rata share of all non-pupil based revenues received by the member School Districts which revenues relate to or arise directly out of services provided by, for or at the Joint Powers School. The pro-rata share shall be determined based on the ratio of the number of weighted average pupil units (WADM) attending the Joint Powers School from the member School District in a given year to the total number of weighed average pupil units (WADM) in attendance in that member School District in that year.

Effective with the 1997-1998 school year, member School District shall transmit to the Joint Powers School, the total amount of compensatory aid it receives on behalf of its students attending the Joint Powers School. Total compensatory revenue received is based on the number of free and reduced school lunch applicants attending the Joint Powers School.

- (4) Notwithstanding Article 5.1(2) and (3) hereof, each member School District shall be entitled to retain a sum equal to three percent of basic general education revenue attributable to the Joint Powers School for the purposes of covering administrative costs associated with attendance of resident pupils at the Joint Powers School.
- (5) Payments identified in Article 5.1(2) hereof shall be transmitted by member School Districts to the Joint Powers School in twelve (12) equal monthly payments commencing on July 1 of each fiscal year.
- (6) It is the expectation of member School Districts that the Joint Powers School created by; this Agreement will be financed wholly by those aides and revenues described above, plus any additional grants which the Legislature or other body may provide.

## 5.2 BUDGET/EXPENDITURES:

- (1) The fiscal year for the Joint Powers Board shall be from July 1 through June 30.
- (2) By June 1 of each year (except for the initial year of the Agreement), a budget shall be prepared by the Joint Powers Board. The budget shall take into consideration the forecasted contributions of each member District as described in Section 5.1 hereof.

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- (3) The proposed budget shall be submitted to the School Boards of each member School District for review purposes only.

## ARTICLE SIX: GOVERNANCE:

### 6.1 COURSES OF STUDY:

The Joint Powers Board shall regularly provide for and ensure that curriculum, courses of study, textbooks, and other relevant curricular material are reviewed to assure fulfillment of the mission of the Joint Powers School. The Joint Powers Board shall report to the member School Districts its findings, conclusions, and recommendations.

### 6.2 SPECIAL EDUCATION:

Provision of special education students and staff shall be made as necessary to be in compliance with state and federal laws and to insure that revenues supporting special education services are generated by the Joint Powers School or by member School Districts for the benefit of the special education students attending the Joint Powers School.

### 6.3 EXTRA CURRICULAR ACTIVITIES:

The Joint Powers Board shall have the authority to provide for a program of extracurricular activities for students of the Joint Powers School.

### 6.4 PUPIL RECORDS:

Records on students attending the Joint Powers School shall be kept as provided by state law.

### 6.5 COMMUNITY EDUCATION AND EXTENDED DAY PROGRAMS:

The Joint Powers Board shall provide for a program of community education and extended day care reflecting the mission of the Joint Powers School.

### 6.6 POLICIES:

The Joint Powers Board shall adopt policies and procedures necessary to comply with state and federal laws and regulations and to efficiently run the Joint Powers School.

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## ARTICLE SEVEN: TRANSPORTATION:

### 7.1 GENERAL OBLIGATION:

Each member School District shall be responsible for providing necessary transportation to its resident students attending the Joint Powers School.

### 7.2 COOPERATION:

The parties to this Agreement may agree among themselves, in lieu of the general transportation obligation under Section 7.1 hereof, to a cooperative transportation system, and may agree to a system of cost sharing. Such agreements shall be memorialized by writings signed by all parties.

## ARTICLE EIGHT: ADDITION AND WITHDRAWAL OF MEMBERS

### 8.1 ADDITION:

- (1) Any independent school district under the laws of Minnesota may petition the Joint Powers Board for membership. The petition shall be in the form of a resolution of the School Board of the petitioning district. The addition of a new member shall require affirmative votes by two-thirds of the full voting membership of the Joint Powers Board which affirmative votes must also include at least one affirmative vote from each member District.
- (2) Addition of school districts shall be on terms determined by the then existing Joint Powers Board.
- (3) Upon approval of a petition for membership, the composition of the Joint Powers Board shall be increased to include two member District representatives from the joining School District who shall each have the power to cast one vote and one citizen representative from the joining School District who shall not have the power to cast a vote.

### 8.2 WITHDRAWAL:

- (1) A member School District may elect to withdraw from the Joint Powers Agreement by a majority vote of its School Board. Notice of withdrawal shall be in the form of a resolution sent to each member School District. Withdrawal notice shall be given on or before February 1, and shall be effective on June 30 of the calendar year following the Notice of Withdrawal.
- (2) A withdrawing School District shall not be eligible to participate in any distribution of property or assets of the joint use educational facility.



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## ARTICLE NINE: TERMINATION:

### 9.1 PROCESS:

This Joint Powers Agreement may be terminated if the School Boards of all member Districts so vote. Any termination shall be effective at the end of the next fiscal year following the fiscal year in which the termination vote takes place (i.e., termination vote must occur before July 1, 1995 to be effective June 30, 1996).

### 9.2 ASSETS:

Upon termination all personal property assets of the Joint Powers Board shall be distributed to member Districts in an amount which the Joint Powers Board determines is proportionate to their respective member contributions. Real estate and fixtures owned by the Joint Powers Board shall first be offered for sale to member Districts subject to any outstanding interests of third-parties, including the State of Minnesota. Any real estate and fixtures not sold in this manner shall be offered for sale on the open market on whatever terms are deemed desirable the Joint Powers Board.

### 9.3 DEBTS:

After termination, dissolution, and sale of assets, any remaining liabilities shall be divided equally between member Districts, and those Districts that withdrew within two calendar years prior to the date termination of this Agreement is approved by member District School Boards.

## ARTICLE TEN: DISPUTE RESOLUTION:

### 10.1 METHOD:

Disputes between member Districts arising out of the asset and debt distribution provisions contained in Articles 9.2 and 9.3 of this Agreement shall be resolved utilizing the procedures set forth in Article 10.2. All other disputes shall be subject to resolution in the district courts.

### 10.2 PROCEDURE:

- (1) The parties to a dispute within the terms of Article 10.1 will first attempt to resolve outstanding issues at a face-to-face meeting. Each party District will be represented by its Superintendent and one School Board member.
- (2) If the subject dispute cannot be resolved under the procedures established at Article 10.2(1), the parties will engage in non-binding mediation through a mutually acceptable mediator. In the event the member Districts are unable to agree on a mediator, a mediator will be selected, through alternate striking, from a list of names of mediators provided by the Bureau of Mediation Services.

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- (3) If the subject dispute cannot be resolved through mediation, the parties shall submit the matter to binding arbitration as follows:
  - (a) The arbitration panel shall consist of three members. One shall be a retired superintendent. One shall be a retired judge. The third member shall be knowledgeable in school district finance.
  - (b) If the member Districts cannot agree on the composition of the arbitration panel, then they shall each prepare lists of three panel candidates and alternate striking names until a panel is selected.
- (4) No mediator or arbitrator shall be a resident of any of the Member Districts involved in the dispute. Nor shall a mediator or arbitrator be a current or former employee or officer of a member District.

## ARTICLE ELEVEN: MISCELLANEOUS:

### 11.1 NOTICE:

All notices required to be sent under this Agreement shall be in writing and sent by first class U.S. mail addressed to the Chairperson of the School District at its administrative offices. All notices shall be deemed given when delivery is accepted or when delivery is refused.

### 11.2 BREACH:

In one member District commits a breach of this Agreement, the Joint Powers Board determines by resolution that a breach has occurred, and that breach is not remedied within 30 days after notice of the resolution, then that District's participation in this Agreement may be terminated by the Joint Powers Board, but such termination shall not relieve the breaching party from any obligations under this Agreement.

### 11.3 AMENDMENTS:

This Agreement shall not be amended except by approval, by resolution, of the School Boards of all member Districts.

### 11.4 CAPTIONS:

The captions used in this Agreement are for reference purposes, and shall not be considered part of the Agreement.

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## 11.5 SAVINGS CLAUSE:

Should any provision of this Agreement be found to be in violation of state or federal law, the other provisions shall remain in force to the extent of the purpose of the Agreement remains intact. As soon as reasonably possible after a provision is found to be unlawful, representatives of all member Districts shall meet for the purpose of adoption of replacement provisions.

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## Original Joint Powers Agreement Signatures By Chairperson And Clerk:

Independent School District 622	North St. Paul-Maplewood-Oakdale	November 09, 1995
Independent School District 623	Roseville Area Schools	October 26, 1995
Independent School District 625	Saint Paul Public Schools	November 14, 1995

Revisions To Joint Powers Agreement Section 3.2; Composition Of Joint Powers Board  
Approved At June 1, 1997 Tri-District School Board Meeting.

Forwarded To School Districts For Their Approval. Approval Made. Signatures In Process.

Independent School District 622

St. Paul-Maplewood-Oakdale

\_\_\_\_\_  
Signature Of Superintendent Mike White

\_\_\_\_\_  
02-05-98  
Date

Independent School District 623

Roseville Area Schools

\_\_\_\_\_  
Signature Of Superintendent Carol Ericson

\_\_\_\_\_  
01-26-98  
Date

Independent School District 625

Saint Paul Public Schools

\_\_\_\_\_  
Signature Of Superintendent Curman Gaines

\_\_\_\_\_  
02-19-98  
Date

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Revisions To Joint Powers Agreement Section 5.1(3); Receipts/State Aid  
Approved At January 7, 1998 Tri-District School Board Meeting.

Forwarded To School Districts For Their Approval.

Independent School District 622

St. Paul-Maplewood-Oakdale

\_\_\_\_\_  
Signature Of Superintendent Mike White

\_\_\_\_\_  
02-05-98

Date

Independent School District 623

Roseville Area Schools

\_\_\_\_\_  
Signature Of Superintendent Carol Ericson

\_\_\_\_\_  
01-26-98

Date

Independent School District 625

Saint Paul Public Schools

\_\_\_\_\_  
Signature Of Superintendent Curman Gaines

\_\_\_\_\_  
02-19-98

Date