



FIFTH AMENDED JOINT POWERS AGREEMENT

Pursuant to Minnesota Statute 471.59 and other applicable statutes, Special School District 006 (also known as South Saint Paul School District), Independent School District 197 (also known as West Saint Paul School District), Independent School District 199 (also known as Inver Grove Heights School District), Independent School District 622 (also known as North Saint Paul-Maplewood-Oakdale School District), Independent School District 623 (also known as Roseville Area School District), Independent School District 624 (also known as White Bear Lake Area School District), Independent School District 625 (also known as Saint Paul School District), Independent School District 832 (also known as Mahtomedi School District), Independent School District 833 (also known as South Washington County School District), and Independent School District 834 (also known as Stillwater School District), hereinafter collectively referred to as “the Members” or “Member Districts” and individually referred to as “Member” or “Member District,” enter into this Fifth Amended Joint Powers Agreement in December, 2007. This Agreement constitutes the Fifth Amendment of the Joint Powers Agreement dated May 18, 1995, by and between the North Saint Paul-Maplewood-Oakdale School District, the Roseville Area School District, and the Saint Paul School District. The May 18, 1995, Joint Powers Agreement was first amended in January, 1998, again in January, 1999, again in March, 2003, again in February, 2004, and again in December, 2007.

ARTICLE ONE: PURPOSE

The purpose of this Fifth Amended Joint Powers Agreement is to provide for the creation of a Joint Powers School District which shall govern and manage the construction and/or operation of joint use educational facilities, programs, and services to benefit learners of the Member Districts and foster voluntary, interdistrict integration among East Metro urban and suburban school districts by providing opportunities for students, families and staff from diverse backgrounds to learn from and with each other.

ARTICLE TWO: NAME

The name of the Joint Powers School District shall be East Metro Integration District #6067 and also known by such name as shall be determined by the Joint Powers Board, hereinafter referred to as the EMID Board.

ARTICLE THREE: COMPOSITION OF EMID BOARD

- A. The organization shall be governed by a Joint Powers Board, called the EMID Board.
- B. The EMID Board shall have one representative from each of the Member Districts.
- C. The Board of each Member District shall appoint a seated School Board member to serve as the representative on the EMID Board. They shall also appoint an alternate to serve on the EMID Board in the absence of the Member District representative. In the absence of the Board member and alternate, a Member superintendent or designee may serve as a voting member of the Board. The EMID Superintendent shall serve as an ex-officio member of the EMID Board.
- D. EMID Board representatives and alternates shall serve at the pleasure of their Member Districts and shall serve until their successors are duly appointed.

- E. EMID Board representatives may serve an unlimited number of terms if reappointed by their Member District School Board.
- F. A Member District shall promptly fill any vacancy in the Member District's representative seat on the EMID Board.

ARTICLE FOUR: OFFICERS

- A. The officers of the EMID Board shall consist of a chairperson, a vice chairperson, a clerk and a treasurer, each of whom shall be elected by the EMID Board.
- B. The officers shall be elected at the annual organizational meeting.
- C. Officers shall hold office for a one-year term.
- D. Any officer may be removed from the office on the EMID Board by a minimum of a two-thirds vote of the representatives of the EMID Board.
- E. EMID Board officers shall be empowered with all parliamentary duties typically ascribed to their offices.
- F. The chairperson shall preside over all meetings of the EMID Board. The vice chairperson shall preside over EMID Board meetings in the absence of the chairperson.

ARTICLE FIVE: QUORUM

A quorum of the EMID Board shall consist of a simple majority of the Member representatives of the EMID Board.

ARTICLE SIX: VOTING

- A. Each Member District representative to the EMID Board shall be entitled to cast one vote.
- B. A majority of votes cast shall be required to affirm any matter acted upon by the EMID Board, except as otherwise provided in this Agreement or by state law.

ARTICLE SEVEN: MEETINGS AND NOTICES

- A. Public notice of regular and special meetings of the EMID Board shall be prepared and posted in a conspicuous location. Meetings shall be open to the public as required by Minnesota statute.
- B. Special meetings of the EMID Board may be called by the EMID Board chairperson or any three EMID Board representatives.
- C. The EMID Board shall convene an annual meeting of the EMID Board in January to elect officers, establish a schedule of meetings for the ensuing year, and take other actions as deemed necessary.
- D. The EMID Board shall annually invite the Members' School Boards and Superintendents to a meeting to discuss issues of common interest.

ARTICLE EIGHT: POWERS

The EMID Board shall be vested with all those powers granted to independent school districts by Minnesota statute. Powers of the Board shall include but not be limited to the following:

- A. To acquire, maintain, and dispose of real and personal property.
- B. To enter into contracts for goods and services, including lease purchase agreements, deemed to be in the best interests of the East Metro Integration District.
- C. To employ and discharge employees and to contract for other services.
- D. To prosecute and defend actions by or against the EMID Board.
- E. To apply for and accept grants, gifts, bequests, and donations and to assist in the formation of a foundation to accomplish these purposes.
- F. To acquire and maintain insurance as deemed necessary by the EMID Board.
- G. To adopt policies governing the use of facilities and the operation of programs governed by the EMID Board.
- H. To work cooperatively with any non-profit or governmental organization to provide for community recreational and open space needs.
- I. To adopt by-laws.
- J. To establish and maintain financial accounts.
- K. To contract with and define the duties of an executive administrator or Superintendent to administer the affairs of the organization on behalf of the EMID Board.
- L. To utilize short term borrowing powers granted to independent school districts under Minnesota law as is deemed necessary.
- M. To adopt rules and regulations concerning the composition and number of delegates on the Representative Assembly described in Article Ten hereof, and the Advisory Site Councils described in Article Eleven hereof.

The EMID Board shall not have the power to issue bonds or obligations except as specifically provided by this Agreement unless permitted by Minnesota statute.

ARTICLE NINE: ADMINISTRATIVE EXECUTIVE LEADERSHIP

- A. The EMID Board shall select and contract the services of a licensed superintendent or an executive administrator to provide executive leadership for the organization, implement EMID Board policies, and enact administrative procedures to ensure the effective and efficient operation of the organization.
- B. The superintendent or executive administrator shall serve as a non-voting, ex-officio member of the EMID Board.
- C. The superintendent or executive administrator shall recommend an administrative organization to assist in planning for the effective and efficient operation of the organization, subject to approval by the EMID Board.

ARTICLE TEN: REPRESENTATIVE ASSEMBLY

- A. The EMID Board shall establish a Representative Assembly.
- B. The purposes of the Representative Assembly shall be to create a forum to discuss issues of common interest to the Member Districts, non-member districts, and invited organizations/programs and to make advisory recommendations to the EMID Board and its superintendent on East Metro desegregation policy and planning initiatives and contact with and outreach to the Minnesota Legislature, Minnesota Department of Education, and other organizations and agencies as may be appropriate.
- C. Membership on the Representative Assembly shall be determined by the EMID Board. In so constituting this Representative Assembly, the EMID Board shall strive for racial, socioeconomic, and gender composition that is representative of the student population.
- D. The Representative Assembly shall be convened on an annual basis.
- E. The Representative Assembly meeting shall be convened by the Chairperson of the EMID Board.

ARTICLE ELEVEN: ADVISORY SITE COUNCILS

- A. The EMID Board recommends the formation of advisory (site) councils in each of the EMID schools and programs.
- B. The purpose of each advisory (site) council shall be to provide advisory recommendations to school and program leadership.
- C. Each advisory (site) council shall be comprised of representatives from among parents whose children attend and staff members who are employed in a particular EMID School District school or program.
- D. The EMID Board shall strive, insofar as is possible, to achieve advisory (site) council membership that is representative of the racial, socioeconomic, and general, composition of each school's or program's student population.

ARTICLE TWELVE: STAFFING

- A. The EMID Board shall employ licensed educational staff, including building and program administration, as it deems necessary. The licensed educational staff so employed shall be deemed to be employees of the EMID 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.
- B. The EMID Board may employ persons directly to provide all services needed to operate the EMID schools or programs and not covered by Section A (Staffing) above. Alternatively, the EMID Board may contract for services on terms deemed to be in the best interests of the organization.

ARTICLE THIRTEEN: RECEIPTS/STATE AID

- A. Financial support for students attending the EMID School District shall be comparable to that from which they would have benefited if they had attended Member District schools.

- B. Resident pupils of each Member District that are educated in the EMID School District shall be counted as resident pupils of their resident district in the calculation of pupil units for all state aid and levy purposes. The district of residence of the pupils attending the EMID School District shall not be deemed to have changed by reason of their attendance at a Joint Powers school.
- C. Except for transportation revenue not specifically designated by the State for EMID School District use, each Member District shall transmit to the EMID School District all pupil-based state aid and local tax levies received by the Member District for each resident pupil attending an EMID school. Pupil-based aid and local levies include, but are not limited to, general education revenue, integration revenue, and capital building and capital equipment revenue.
- D. Each Member District shall also transmit to the EMID School District a pro-rata share of all non-pupil based revenues received by the Member Districts, which revenues relate to or arise directly out of services provided by, for, or at the EMID School District and its schools. The pro-rata share shall be determined based on the ratio of the number of weighted average pupil units (WADM) attending the EMID School District from the Member District in a given year to the total number of weighted average pupil units (WADM) in attendance in that Member District in that year.
- E. Member Districts shall transmit to the EMID School District the total amount of compensatory aid they receive on behalf of their students attending the EMID School District. Total compensatory revenue received is based on the number of free and reduced school lunch applicants attending the EMID schools.

ARTICLE FOURTEEN: BUDGET

- A. The fiscal year for the EMID Board shall be from July 1 through June 30.
- B. By June 30 of each year (except for the initial year or partial year of the Agreement), a budget shall be prepared by the EMID Board.
- C. The proposed budget shall be submitted to the School Boards of each Member for review purposes only.

ARTICLE FIFTEEN: GOVERNANCE

- A. The EMID Board shall have the authority to create and conduct programs and services for the benefit of EMID students and parents as may be determined necessary.
- B. The EMID Board shall adopt policies and procedures necessary to comply with state and federal laws and regulations and to effectively and efficiently operate the EMID.

ARTICLE SIXTEEN: TRANSPORTATION

- A. Each Member District shall be responsible for providing necessary transportation to resident students attending the EMID schools.
- B. The Member Districts may agree among themselves to a cooperative transportation system and to a method of cost sharing for such a system. Such agreements shall be signed by all participating parties.

ARTICLE SEVENTEEN: ADDITION OF MEMBERS

- A. Any independent school district under the laws of Minnesota may petition the EMID Board for membership. The petition shall be in the form of a resolution of the school board of the school district desiring membership. The addition of a new member shall require an affirmative vote by a two-thirds majority of the membership of the EMID Board.
- B. Addition of school districts shall be on terms determined by the then existing EMID Board.
- C. Upon approval of a petition for membership, the composition of the EMID Board shall be increased to include one representative from the joining School District who shall have the power to cast one vote.

ARTICLE EIGHTEEN: WITHDRAWAL OF MEMBERS

- A. A Member 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 the Members. 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.
- B. A withdrawing Member shall not be eligible to participate in any distribution of property or assets of the East Metro Integration District.

ARTICLE NINETEEN: TERMINATION

- A. 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, 2000 to be effective June 30, 2001).
- B. Upon termination, all personal property assets of EMID shall be distributed to Member Districts in an amount which the EMID Board determines is proportionate to their respective contributions. Real estate and fixtures owned by EMID 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 by EMID.
- C. After termination, dissolution, and sale of assets, any remaining liabilities shall be divided equally between current Member Districts and those Member Districts that withdrew within two calendar years prior to the date of termination of this Agreement as approved by Member District School Boards.

ARTICLE TWENTY: DISPUTE RESOLUTION

- A. Disputes between Member Districts arising out of the asset and debt distribution provisions contained in Article Nineteen of this Agreement shall be resolved utilizing the procedures set forth in Article Twenty. All other disputes shall be subject to resolution in the district courts.
- B. The parties to a dispute within the terms of Article Nineteen will first attempt to resolve outstanding issues at a face-to-face meeting. Each Member District will be represented by its Superintendent and one School Board member.
- C. If the subject dispute cannot be resolved under the procedures established in Article Twenty 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 alternative striking, from a list of names of mediators provided by the Bureau of Mediation Services.

- D. If the subject dispute cannot be resolved through mediation, the parties shall submit the matter to binding arbitration as follows:

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.

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.

- E. No mediator or arbitrator shall be a resident of the Member Districts involved in the dispute. Nor shall a mediator be a current or former employee or officer of a Member District.

ARTICLE TWENTY-ONE: MISCELLANEOUS

- A. 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 Member District Board at its administrative offices. All notices shall be deemed given when delivery is accepted or when delivery is refused.
- B. If one Member District commits a breach of this Agreement, as determined by resolution of the EMID Board, and if 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 EMID Board, but such termination shall not relieve the breaching party from any obligations under this Agreement.
- C. This Agreement shall not be amended except by approval or by resolution, of the School Boards of all Member Districts.
- D. The captions used in this Agreement are for reference purposes, and shall not be considered part of the Agreement.
- E. 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 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.

SPECIAL SCHOOL DISTRICT 006 SOUTH SAINT PAUL SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 197 WEST SAINT PAUL SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 199 INVER GROVE HEIGHTS SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 622 NORTH ST. PAUL – MAPLEWOOD – OAKDALE SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 623 ROSEVILLE AREA SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 624 WHITE BEAR LAKE AREA SCHOOLS

Signature Chair: _____ Dated: _____

Signature Clerk: _____ Dated: _____

INDEPENDENT SCHOOL DISTRICT 625

SAINT PAUL SCHOOLS

Signature Chair: _____

Dated: _____

Signature Clerk: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 832

MAHTOMEDI SCHOOLS

Signature Chair: _____

Dated: _____

Signature Clerk: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 833

SOUTH WASHINGTON COUNTY SCHOOLS

Signature Chair: _____

Dated: _____

Signature Clerk: _____

Dated: _____

INDEPENDENT SCHOOL DISTRICT 834

STILLWATER AREA SCHOOLS

Signature Chair: _____

Dated: _____

Signature Clerk: _____

Dated: _____