

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
NORTHWEST SUBURBAN INTEGRATION SCHOOL DISTRICT (NWSISD)**

This MEMORANDUM OF AGREEMENT, entered into on the dates indicated herein (below), by and between one or more of the following SCHOOL DISTRICTS: Independent School District 286 (also known as Brooklyn Center Public Schools); Independent School District 279 (also known as Osseo Area Schools); Independent School District 11 (also known as Anoka-Hennepin Public Schools); Independent School District 14 (also known as Fridley Public Schools); Independent School District 728 (also known as Elk River Public Schools); Independent School District 877 (also known as Buffalo-Hanover-Montrose Public Schools); Independent School District 883 (also known as Rockford Public Schools); and Independent School District 621 (also known as Mounds View Public Schools) hereinafter referred to collectively as “the Members” and individually as “Member.”

WITNESSETH THAT:

WHEREAS, the members are organized for the purpose of providing public school education for persons within their geographical boundaries; and

WHEREAS, each of the members is interested in cooperating with other members in organizing, establishing, financing, maintaining and operating jointly one or more cooperative Inter-district Education Program(s) upon a site or sites to be selected; and

WHEREAS, the members are eligible to organize a JOINT Board of school districts pursuant to Minnesota Statute Section 471.59 and other applicable statutes for such purposes.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Members do hereby agree as follows:

I. NAME

- A. The name of the Joint Board of school districts hereby established shall be the Northwest Suburban Integration School District (hereinafter referred to as “NWSISD”).

II. PURPOSE

- A. The purpose of this Agreement is to establish a governing organization through which the Members may jointly and cooperatively establish educational programming at one or more sites located within the boundaries of the eight school districts. The educational programming established shall include comprehensive performance-oriented curricula and instruction, and may include, but shall not necessarily be limited to, early childhood education, elementary education, secondary education, adult learning, extended day/extended year learning opportunities, child care, parent education and community outreach.
- B. The organization’s purpose shall be accomplished through a management and/or service contract(s) or employee contract(s),
- C. The educational programs established shall be evaluated periodically, using an evaluation model established at the onset of programs.

- D. Participation in any and all educational programs shall be on a voluntary basis for students, families and community members.

III. BOARD OF TRUSTEES

- A. The NWSISD shall be governed by a Board of Trustees with each participating Member District appointing one school board member to serve a one-year term. The Director of NWSISD will serve as an ex-officio (non-voting) member of the school board. The Community Collaboration Council (which serves as an ongoing advisory committee to the Board of Trustees and the Director of NWSISD) will appoint one member to serve on the Board of Trustees as an ex-officio (non-voting) member.
- B. Each Trustee will have one vote. A majority of the Trustees entitled to vote, shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Trustees.
- C. There shall be no voting by proxy.
- D. Trustees shall be appointed to serve until their successors are appointed and qualified.
- E. When the governing body of a party appoints a Trustee, it shall give notice of such appointment to the NWSISD in writing.
- F. Any Trustee shall serve at the pleasure of the member district School Board.

IV. POWERS AND DUTIES OF BOARD

- A. The Board of Trustees shall have the authority to exercise any power and take any action which any or each of the Members are by law authorized to exercise in implementing the purpose of Part II-A. The Board shall have the authority to function as an entity separate and apart from any of the Members and generally to act for the Members in furtherance of their joint interest and intentions hereunder.
- B. At its first meeting, the Board shall elect a Chair, Vice Chair, Secretary (Clerk) and Treasurer, who shall serve until the first Annual Meeting of the Board. At the Annual Meeting, the Board shall elect an Executive Committee, which shall include such officers designated above. The Executive Committee shall conduct the business of the Board between meetings. No Member District shall have more than one representative serving on the Executive Committee.
- C. The Board of Trustees shall take such action as it deems necessary and proper to accomplish the purposes of NWSISD, or any other action necessary and incidental to the implementation of said purpose or action. Any of the stated activities may be accomplished by entering into contracts, leases or agreements with a Member District or others, whenever the Board of Trustees shall deem such action to be advisable. The Board of Trustees may solicit and accept gifts, apply for and use grants of money or other property from the state or any other organization and may enter into agreements required in connection therewith, to further the stated purpose of NWSISD.

- D. The Board of Trustees shall adopt policies, regulations and an annual budget for the conduct of NWSISD, and shall otherwise manage, supervise and control all activities of NWSISD commensurate with the Members' legal obligations and the current Inter-district Desegregation Plan and budget as approved by all member District boards and the Minnesota Department of Education. Dollars designated from individual member Districts for the Inter-district Desegregation Plan shall be transferred on an annual basis to a centralized fiscal agency approved by the Joint Powers Board.
- E. Pursuant to Minnesota Statute §466.07 and other applicable laws, no Member shall have individual liability for the debts and obligations of the Board. To the extent permitted by law, NWSISD shall indemnify, defend and hold harmless each Trustee and Officer from and against any claim, demand or cause of action to which such Trustee and Officer may be made party by reason of being connected with this enterprise. The Board of Trustees may purchase and maintain insurance therefore.

V. ADDITION/DELETION OF MEMBERS

- A. Other independent school districts, not signatory hereto, may become Members of the NWSISD Board of Trustees hereafter upon executing this Agreement and amendments thereto, if any. A certified copy of such resolution shall be furnished to the Chair of the NWSISD Board, whereupon such school district shall be deemed to be a Member.
- B. Any Member may withdraw from the NWSISD Board and cause representatives to cease function in such capacity upon written notice given to the chair of the NWSISD Board, subject to compliance with the Minnesota Desegregation Rule. Such notice will be accompanied by a certified copy of an appropriate resolution of the individual Member's School Board, authorizing and directing such withdrawal from the NWSISD Board. Any such withdrawal shall be effective at the end of the next fiscal year following the fiscal in which the termination vote takes place. Such withdrawal shall not affect any member liability for indebtedness of the NWSISD Board to that date.

VI. AMENDMENTS/MODIFICATIONS

- A. This Agreement may be amended by an instrument executed by the parties hereto. The proposed amendment shall be recommended by the Executive Committee and notice of the proposed amendment and copies thereof shall be sent by mail to each Member of the NWSISD Board not less than sixty (60) days before the proposed effective date of such amendment. The proposed amendment shall not become effective until it has been executed by all Members.

VII. COMMENCEMENT/DISSOLUTION

- A. The Board shall be deemed to be in existence from the date when not less than two of the eligible School Districts named herein above shall have executed this Agreement.

- B. The NWSISD Board shall continue in existence until two-thirds of its members vote for dissolution at an Annual Meeting or special meeting called for the purpose of considering dissolution.
- C. Upon dissolution of the Board, all of its property remaining after payment or reservation for debts and liabilities shall be divided among all school districts which have been Members of the NWSISD Board, or among the Members of the NWSISD Board at the time of such dissolution, as a majority of the Members may determine at their discretion.

Created: 2/09/01

Amended/approved: 11/01/01

Amended/approved: 3/17/10

Amended/approved: 8/31/10