

# **Joint Powers Agreement For Dassel-Cokato Community Education Program**

Agreement, made as of the 26th day of February, 2009, by and between the Board of Education and of Independent School District No. 466 and the City Councils of the City of Dassel and the City of Cokato, superseding and replacing the agreements between the parties dated July 29, 1976, October 23, 1979, December 22, 1988 and October 2, 1997.

**WITNESSETH THAT:**

WHEREAS, the Independent School District No. 466 School Board and the City Councils of Dassel and Cokato believe that there should be a comprehensive community education program which would bring together and coordinate resources of organizations, agencies, and groups in the communities, and which would promote a more efficient use of school and community personnel, buildings and equipment: and

WHEREAS, the school Board of District 466 and the cities of Dassel and Cokato (hereinafter referred as "Sponsoring agencies") have agreed to jointly provide the necessary funds in excess of State and Federal funds available, and all other sources:

NOW, THEREFORE, the parties to this agreement hereby agree as follows:

**1. PURPOSE OF AGREEMENT**

The sponsoring agencies shall severally, jointly, and cooperatively, pursuant to the board authority contained in Sections 471.15 through 471.19, inclusive and Section 471.59; of Minnesota Statutes (see attachment A) and other applicable statutes and their respective expressed and implied powers hereby established to operate a Community Education Program.

- a) The term Community Education Program is defined, for the purposes hereof to mean the following: A program of academic improvement, enrichment, vocational improvement, leisure and recreation services, program coordination, and social action utilizing school district physical plants, city park and recreation facilities, private resources, if and when available, for all ages, for all social and economic groups residing within the service area.
- b) The sponsoring agencies shall be responsible for the operation and the maintenance of the Community Education program, except as otherwise set forth herein. Recommendations shall be received by the School Board and the City Councils from time to time, concerning the programming and the operations of the Community Education program from the Community Education Director.

**2. COMMUNITY EDUCATION ADVISORY COUNCIL**

The Community Education Advisory Council shall consist of a representative of the School Board, a representative of the Cokato City Council and a representative of the Dassel City Council a minimum of eight and maximum

of twelve community representatives to include but not limited to: ministerial representation, Senior citizen representation, student representation, and interested citizens. Representatives of the sponsoring agencies shall be appointed to the Advisory Council by their respective groups. The other members shall be appointed by the Community Education Advisory Council, based on recommendation, application and approval process. Each representative shall be entitled to one vote. The Advisory Council shall include the Community Education Director and Community Education staff as ex-officio members who shall have no vote.

3. POWERS OF THE ADVISORY COUNCIL

The Advisory Council shall have the power:

- a) To elect a chairperson and chairperson-elect at the annual meeting of the Advisory Council which shall be the first Thursday in February or such date as is agreeable to all the members of the Advisory Council.
- b) To adopt by-laws, complete an organization format and formulate such other operating rules and procedures as may be useful, desirable and necessary to permit it to function as a council intended to recommend essential matters including but not limited to fees and charges, programming, etc. associated with the operation of the Community Education program to all of the sponsoring agencies as provided herein.
- c) To receive recommendations from the Early Childhood Family Education/Learning readiness Advisory Council and react in a capacity to take said recommendations to the School Board according to Minnesota State Statute 122.882, Subd. 7. [See Attachment B]
- d) To recommend to the sponsoring agencies the contents of the Community Education and to recommend to each sponsoring agency individually which of its resources, facilities and personnel shall be made available to the Community Education program in order that the general purposes of this agreement may be accomplished.

4. FISCAL AGENT

- a) ISD No. 466 will be designated as the fiscal agent for Community Education. The duties of the fiscal agent shall include collecting and accounting for all income generated from the various community education programs, the State Department of Education reimbursements, contributions from the sponsoring agencies and other donations. The fiscal agent shall also process bills and claims submitted by the Community Education Director after they have been approved by the Board of Education of I.S.D. No. 466. The Community Education Director will bill the sponsoring agencies for their share of the costs of operation on a quarterly basis.
- b) Annual audit reports will be forwarded to all sponsoring agencies.

5. FINANCE

The annual budget, which is to provide for the financial needs of the program, shall be developed by the Community Education Director and the Fiscal Agent and proposed to the Advisory Council who in turn report to the sponsoring agencies. The budget shall then be submitted through the Community Education Advisory Council to the School Board for ratification. The Fiscal Agent shall maintain records, disburse funds and accept receipts.

The Dassel-Cokato Community Education program implemented pursuant to this agreement shall be financed on a shared basis in which I.S.D. 466 contributes \$22,000 annually and the cities of Cokato and Dassel give \$14,630 and \$7370 respectively.

6. FACILITIES

- a) Each sponsoring agency shall, after receiving the recommendations of the Advisory Councils, determine which of its lands, buildings, equipment and programs (herein after call "Public Resources") will be made available to the Community Education program.
- b) The costs of maintenance, upkeep and utilities for the Public Resources for programming activities made available by the sponsoring agencies will be borne by the respective owning sponsoring agency and there will be no charge for said costs to the other sponsors. The Community Education Director shall bring to the attention of the appropriate municipal or school official, items in need of repair or maintenance and a suggested time when the maintenance might be performed so as not to disrupt programmed activities.
- c) Each sponsoring agency shall maintain public liability insurance coverage upon its Public Resources made available for the Community Education Program.

7. SUPERVISION OF PROGRAM

The Community Education Director will be under the direct supervision of the District's Superintendent of Schools. The Community Education Director shall implement the goals of the Community Education program to attain fuller utilization of Public Resources and also private community resources in attempting to solve community problems, to increase community use of education and recreational facilities by area residents and carry out the objectives and goals of the program as recommended by the Advisory Council. The School District shall provide office space and access to operational services to permit the Director to administer the Community Education program.

8. PERSONNEL

- a) All Community Education employees shall be employees of the School District and shall be subject to terms and conditions set by the district,

subject to limitations of the Community Education budget. Appointment and dismissal of the Director shall be performed by the school district.

- b) The School District shall provide liability insurance coverage for all Community Education employees and volunteers.
- c) The Community Education Advisory Council members not appointed to the Council by sponsoring agencies shall be covered by public officials liability insurance provided by ISD 466.
- d) Sponsoring agencies will cover their appointed Advisory Council members with public officials liability insurance respectively.

9. NONDISCRIMINATION

All aspects of the Community Education program including, but not limited to, admission, access and employment, shall be carried out in accordance with the Minnesota Human Rights Act (Chapter 363 of the Minnesota State Statute).

10. LENGTH OF AGREEMENT

This agreement shall remain in effect and shall govern the jointly sponsored Community Education program of the Cities and the School District, subject to the right of any party to terminate this agreement. Any sponsoring agency may withdraw by resolution of its board or council and upon written notice given to the chairperson of the Community Education Advisory Council. Notice of attempt to withdraw must be delivered by January 1 to be effective June 30 of the same calendar year. The Community Education program shall retain all funds paid to the Community Education program for the joint program by the withdrawing agency. This agreement shall be subject to review as needed.

11. DISSOLUTION

This agreement shall continue in force until by consensus of all members who are party to this agreement shall approve the dissolution of the Community Education program. In the event of the dissolution of the Community Education program, the unexpended cash balances remaining after satisfaction of all known obligations in the Community Education fund maintained by the School District and the disposition of any property acquired as a result of this agreement shall be repaid to the parties hereto in the proportions in which they were furnished, or to the sponsoring agency contributing same.

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their respective duly authorized officers pursuant to the authority granted by the attached resolutions adopted by the City Councils of Dassel and Cokato and the School Board of I.S.D. 466.

CITY OF COKATO

BY \_\_\_\_\_  
Mayor

And \_\_\_\_\_  
Clerk

Executed this 26<sup>th</sup> day of February, 2009

CITY OF DASSEL

BY \_\_\_\_\_  
Mayor

and \_\_\_\_\_  
Clerk

Executed this 26<sup>th</sup> day of February, 2009

INDEPENDENT SCHOOL DISTRICT 466

By \_\_\_\_\_  
Chairman

And \_\_\_\_\_  
Clerk

Executed this 26<sup>th</sup> day of February, 2009