

MINNESOTA VALLEY EDUCATION DISTRICT

Education District Agreement

INSTITUTIONAL MEMBERS:

Cleveland, ISD #391

Lake Crystal-Wellcome Memorial, ISD #2071

Le Sueur-Henderson, ISD #2397

Maple River, ISD #2135

Nicollet, ISD #507

St. Clair, ISD #75

St. Peter, ISD #508

HONORARY MEMBER:

South Central Services Cooperative

Board Adopted: 9-27-88

Board Reviewed: 11-10-10

Board Reviewed: 6-12-12

Board Reviewed: 2-9-16

Board Reviewed: 2-11-20

**MINNESOTA VALLEY EDUCATION DISTRICT
(MVED)**

ARTICLES OF IMPLEMENTATION

The undersigned, for the purpose of forming this cooperative delivery system, pursuant to Minnesota Statutes 123A.15, do hereby associate ourselves together with the intention to plan for and implement this revised education district agreement effective February 11, 2020 and thereafter.

**ARTICLE I
NAME**

The name of this Education District shall be “Minnesota Valley Education District” (“MVED” or “the Education District”).

**ARTICLE II
PURPOSE**

The purpose of the creation of this Minnesota Valley Education District is to increase options for learning and access to educational opportunities for all residents within the boundaries of the member districts by facilitating cooperation and coordination among its members.

**ARTICLE III
MEMBERSHIP**

There are two membership classifications in the Minnesota Valley Education District. They are as follows:

- A. Classes of Members
 - 1. Institutional Membership: Elementary/Secondary Public School Districts (K-12) that meet the criteria for membership identified in Minnesota law, including, but not limited to, Minnesota Statutes, Section 123A.15, subdivision 3 (as amended) are eligible for membership. Institutional members currently include: Cleveland (ISD #391), Lake Crystal-Wellcome Memorial (ISD #2071), Le Sueur-Henderson (ISD #2397), Maple River (ISD #2135), Nicollet (ISD #507), St. Clair (ISD #75), St. Peter (ISD #508).
 - a. Institutional members are eligible for all services and other benefits provided by the Education District and are subject to the terms of this

Agreement, and all other MVED procedures, policies, and rules applicable to its institutional members. All institutional members are responsible for paying all membership fees and other fees, costs for services, and other financial payments established by the MVED Board.

2. Honorary Membership: Cities, counties, other governmental units, as defined in Minnesota Statutes, Section 471.59, and any other entity authorized by Minnesota law are eligible for honorary membership. All honorary members are ex-officio, non-voting, members of the Education District. Honorary members currently include: South Central Service Cooperative.
 - a. Honorary members are subject to the terms of this Agreement, and all other MVED procedures, policies, and rules applicable to its honorary members. All honorary members are responsible for paying all membership fees and other fees, costs for services, and other financial payments established by the MVED Board.
- B. Adding new Members
1. Adding new Institutional Members. The board of any eligible school district, by a majority of votes of its members, may petition the Minnesota Valley Education District Board of Directors to be accepted as an institutional member. Membership in MVED shall be contingent upon a majority vote approving the membership by the MVED Board of Directors. Upon approval by the MVED Board of Directors, each new member shall be eligible for all services and other benefits provided by the Education District and subject to the terms of this Agreement, and all other MVED procedures, policies, and rules applicable to its institutional members. All new members are responsible for paying all membership fees and other fees, costs for services, and other financial payments established by the MVED Board. The school board of each new institutional member approved under this Section shall appoint one of its members to the MVED Board of Directors. The term of the new Board member shall begin on July 1 following the final acceptance of the district as an institutional member.
 2. Adding new Honorary Members. The governing body of any entity eligible to become an honorary member, by a vote of its members, may petition the Minnesota Valley Education District Board of Directors to be accepted as an honorary member. Honorary member status shall be contingent upon a majority vote approving the membership by the MVED Board of Directors. Upon approval by the MVED Board of Directors, the governing body of each new honorary member shall appoint one of its members as an ex-officio member of the MVED Board of Directors. The term of the new ex-officio Board member shall begin on July 1 following final acceptance of the honorary member.

ARTICLE IV WITHDRAWAL

1. **Withdrawal:** Any member may withdraw by resolution of its local school board or other governing body by giving written notice to the Education District Board of Directors on or before December 30 of any year. The withdrawal shall be effective on the close of business on June 30 of the subsequent calendar year. The withdrawal notice shall be filed by MVED with the Minnesota Department of Education and the appropriate County Auditor, if tax levies are involved. The term of the MVED Board member representing the withdrawing district shall cease on the effective date of withdrawal.
2. **Forfeiture:** The Education District shall retain any funds paid or property provided to the Education District by the withdrawing member. Any state or federal aids or grant proceeds received by the withdrawing member after the effective date of the withdrawal for students for participating in an Education District program shall be paid by the withdrawing member to the Education District.
3. **Liabilities:** A withdrawing institutional member shall be responsible for its share of any liabilities of the Education District which have been incurred at any time up to and including the effective date of the withdrawal or which results from the withdrawal.

ARTICLE IV GOVERNANCE

Based on identified needs of the member districts, the Minnesota Valley Education District Board of Directors shall coordinate the programs and services of MVED. The Education District Board shall consist of one appointed board member of each of the member school districts (pursuant to Minnesota Statute 123A.16), and ex-officio members described in this Article. All Board members and ex-officio members shall be appointed pursuant to this Article.

1. Each institutional member's board shall appoint one of its members to serve as its representative on the MVED Board. An MVED Board member so appointed shall serve at the pleasure of that institutional member's respective school board. All MVED Board members appointed under this provision shall serve a term of 2 years, unless removed earlier by their respective institutional member's board.
2. Each year, at its August meeting, the Superintendents' Executive Committee shall, by a majority vote of its members, select a Supervising Superintendent from within its ranks to serve as an ex-officio, non-voting, member of the MVED Board of Directors.
3. The MVED Executive Director shall serve as an ex-officio, non-voting, member of the MVED Board of Directors.

4. The governing body of each honorary member shall appoint one of its members as an ex-officio, non-voting, member of the MVED Board of Directors. All ex-officio members appointed under this provision shall serve a term of 2 years, unless removed earlier by their respective honorary member's governing body.

At the first meeting of the MVED Board and at the annual meeting in February each year thereafter, the Board shall elect its officers, and conduct any other necessary organizational business. The Board shall elect from among its members a chairperson, a vice-chairperson, a treasurer, and a clerk. A term of an officer is for one year and shall expire at the meeting at which the new officers are elected.

1. The Chairperson shall be presiding officer to conduct the meetings, execute undertakings ordered by the Board, and official spokesperson of the Board.
2. The Vice-chairperson shall preside in the absence of the Chairperson and has all powers of the Chairperson during the latter's absence.
3. The Clerk, or his/her designee, shall be responsible for issuing and posting notices of all meetings and keep a complete record of the minutes of each meeting. The Clerk shall preside at all meetings where the Chairperson and Vice-Chairperson are absent.
4. The Treasurer shall be the custodian of any funds or financial records of the Board.

The MVED Board of Directors shall meet every other month (even months), or more often, as it deems necessary, to manage the affairs of MVED and to conduct the business of the MVED on behalf of the full Education District membership, pursuant to this Agreement established by the Board for the operation and governance of MVED.

1. A proposed written agenda for each regular meeting shall be provided for each member of the Board and for each member of the Superintendents' Executive Committee at least five (5) days before each meeting, provided, however that the Chairperson of the Board shall retain authority to adjust the schedule of the agenda items at any time prior to or during the meeting.
2. Special meetings may be called by the Chairperson, as deemed appropriate, or on the request of any two members of the Minnesota Valley Education District Board with not less than three (3) days written notice.
3. All meetings shall be conducted according to the most recent edition of Robert's Rules of Order, unless otherwise provided by the Board, as understood by the people in the audience.

4. Each institutional member district shall have a vote and those votes shall be cast by the appointed representative of their school district. In order to cast a vote, a duly elected representative member must be present at the meeting or may participate by video conference or other electronic means as provided by law. There shall be no voting by proxy.
5. A majority of the Board of Directors entitled to vote, shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors.

ARTICLE V ADVISORY COMMITTEES

The Superintendents' Executive Committee shall consist of all institutional members' superintendents and representatives of honorary members. The Executive Director shall serve as an ex-officio, non-voting, member of the Superintendents' Executive Committee. The Superintendents' Executive Committee will serve in an advisory capacity to the Board of Directors.

The Superintendents' Executive Committee shall meet prior to the regular meetings of the Minnesota Valley Education District Board of Directors to review proposed actions and make recommendations on proposed actions to be considered by the MVED Board of Directors. These recommendations shall be presented to the MVED Board as action items at its meetings.

In addition to serving as an ex-officio, non-voting member of the MVED Board of Directors, the Supervising Superintendent selected by the Superintendents' Executive Committee shall have the following duties:

1. Acts as liaison between the Executive Director and the Superintendents' Executive Committee.
2. Works in coordination with the Executive Director to recommend adjustments of all MVED employee contracts.
3. Advises and consults with the Executive Director on the preparation of MVED Board of Directors agendas and serves as an ex-officio member of the MVED Board of Directors.
4. Provides leadership and direction for MVED education programs and services that are not in the area of special education.
5. In consultation with the Executive Committee, assumes responsibility for the supervision and evaluation of the MVED Executive Director.
6. Prepares an annual report on the goals and progress.

The MVED Executive Director shall appoint a Program Advisory Committee consisting of the Executive Director and representatives of each of the program areas of the Education District,

and expanded as new program areas are implemented. The Program Advisory Committee shall meet as necessary and provide input from the program participants to the MVED Board of Directors at its meetings.

This advisory structure shall provide the opportunity for input from the member school districts and honorary members, and shall serve as a crucial communications network and positive linkage for all of the membership in the District.

**ARTICLE VI
DUTIES AND POWERS OF THE
MINNESOTA VALLEY EDUCATION DISTRICT BOARD**

The Minnesota Valley Education District shall have such powers and duties as specified in this Agreement and as may hereafter be assigned to it by written agreement of the school boards or governing bodies of all institutional members.

1. The MVED Board of Directors shall not, either directly or by interference, infringe on the authority or the responsibility of member districts to exercise full care, management, and control of affairs of a member district.

The MVED Board of Directors shall coordinate the programs and services of the Education District according to the terms of this Agreement. The Board shall annually review the MVED Total Special Education System (TSES), including those services defined in Minnesota Statutes, section 123A.21, subdivisions 7 and 8 (as amended) as needed in the Education District, to ensure special education practices and procedures are compliant.

Pursuant to Minnesota Statutes, section 123A.18, the MVED Board of Directors shall adopt a comprehensive agreement for continuous learning to address methods to improve educational opportunities available by providing the following:

1. Coordination of services for special education students within the member districts with an emphasis on reducing the gap in academic and functional skills when compared to peers. Offer resources in the areas of transition planning, assistive technology, and other educational interventions.
2. Support member districts with the development of quality programming and related services within their schools and offer a continuum of educational services, including separate school site(s) for students with special needs.
3. Provide mental health resources for special educators, students and their families. Facilitate specialized consultation and coordination with professionals in all member districts.
4. Methods for sharing administrative and management services/programs.

5. Professional development programs for both regular and special educators.
6. Methods for involving parents in planning education programs.

The MVED Board of Directors shall review the comprehensive agreement for continuous learning annually and propose necessary modifications to its institutional members.

The MVED Board shall have the following powers and duties:

1. The MVED Board may employ personnel as necessary to provide and support the programs and services of the MVED. In regard to employees hired by the Education District Board, the Education District is the employer of those employees and is responsible for all employment decisions, including, but not limited to, hiring and firing decisions, placing employees on unrequested leaves of absence, handling discipline issues, supervising employees, and acting on resignations of employees. Education District staff shall participate in retirement programs.
2. The MVED Board may enter into contract with School Districts and other public and private agencies to provide services needed.
3. The MVED Board shall be governed, unless specifically provided otherwise, by laws as applicable to Independent School Districts.
4. On an annual basis, the Education District Board shall report to the member districts and the Minnesota Department of Education about the activities of the Education District.
5. The MVED Board of Directors shall determine the services the Education District provides to its members and the fees or other costs imposed on its members for such services.

ARTICLE VII FINANCE

1. Annual Budget
 - a. A proposed budget for the following fiscal year shall be presented to the Education District Board for approval by no later than June 30 of each year. A revised budget for the current fiscal year may be presented to the Education District Board no later than February 28, or as the Board determines necessary due to changes in funding sources.

- b. MVED will provide a projected cost estimate for each member for each fiscal year no later than fourteen (14) days after the Minnesota Department of Education releases its child count report for December 1 of that year.

2. Cost and Revenue Allocation

- a. Cost of Membership. MVED will bill its members on a monthly basis. The amount of the monthly bill shall be based on a combination of the member's historical costs, budgeted assumptions projected for the current fiscal year, and program costs specifically incurred by the member. The costs of membership included in the monthly bill may include, but are not limited to:
 - i. Administrative Costs. Administrative costs may include, but are not limited to costs incurred by the Education District in order to provide support for the implementation and execution of the Education District's mission statement, such as personnel administration, accounting, human resources, secretarial, legal representation, utilities, rent, general supplies, and any other indirect cost essential to support operations. These costs are to be allocated to MVED's members based on the Minnesota Department of Education's annual December 1 child count for each year, as generated through the State of Minnesota's data collection and reporting system, such as Ed-Fi and/or MARSS.
 - ii. Program Costs. Costs incurred directly related to the educational programs operated by MVED will be allocated to members based on the specific program's enrollment. Costs resulting from changes in the State's tuition billing calculation by student will be allocated back to the resident district for each affected student. In the event tuition billing changes occur for a student from a nonmember school or school district, the Institutional Members will incur this cost based on program enrollment as reported through the State of Minnesota's data collection and reporting system, such as Ed-Fi and/or MARSS.
 - iii. Sold Services. MVED will allocate personnel costs for specially licensed and/or skilled employees based on their usage by its members. In the event there is capacity among MVED staff and the ability to offer their services to non-member schools or school districts, MVED reserves the right to do so at the cost of the school or district obtaining the service.
- b. Program Revenues. Revenues generated from the state tuition billing formula, and other funds provided by the State will be allocated to each student's resident district as an offset to the resident district's program cost allocation. All other revenues generated in specific support of MVED programs will be allocated to each participating member based on the same allocation percentage used to allocate program costs.

- c. Federal Funds. All federal funds awarded to MVED will be allocated to its Institutional Members based on the grant allocations as reported by the MDE. These funds will be used to supplement State funding in achieving the directives set forth by the State in relation to providing special education. These funds will be spent in accordance with federal uniform grant requirements and other applicable grant requirements. The spending of these funds will be at the discretion of MVED. In the event MVED is unable to fully spend these funds, MVED may, to the extent allowable by law and the conditions of the grant, offer sub-recipient awards to its Institutional Members for use at their own discretion under the federal requirements of the awarded grant. Any unspent federal grant dollars will be carried forward into the next fiscal year and reserved for use by the Institutional Member of original allocation.
3. MVED shall maintain its books, accounts, and records in accordance with the law. The fiscal year for MVED shall be from July 1 through June 30.
4. To the extent practicable, MVED will attempt to keep its General Fund balance within ten percent of the previous fiscal year's ending balance.
5. The MVED Board, or its designee, may expend funds within its budget allocations in accordance with the procedures established by law for Independent School Districts.

ARTICLE VIII TEACHING POSITIONS

The membership of the Minnesota Valley Education District shall comply with Minnesota Statutes, section 123A.19 (as amended), as it relates to teaching positions being directly affected by the implementation of the Agreement.

ARTICLE IX DISSOLUTION OF THE EDUCATION DISTRICT

- A. Dissolution. This Agreement shall continue in force until the majority of the institutional members mutually agree to terminate this Agreement and dissolve the Education District Board.
- B. Sale of Education District Property. The Education District Board may establish a minimum sales price for any Education District property. Sealed bids shall be solicited from interested institutional members for real and personal property, with the sale awarded to the highest bidder, unless another process is required by law. If no bids which exceed any minimum purchase price established by the Education District Board are received from institutional members, unsold real or personal property will be advertised and sold to the general public in accordance with any applicable laws.

- C. Distribution of the Proceeds from the Sale of Education District Proceeds. Upon dissolution of the Education District Board, all of the proceeds of the sale of Education District real and personal property and any remaining funds shall be distributed back to its institutional members based on a proportionate basis as determined by the Education District Board.
- D. Liabilities. The member districts at the time of dissolution shall be responsible for any liabilities of the Education District at the time of dissolution, including, but not limited to, indebtedness on real property and unemployment benefits liability.

**ARTICLE X
AMENDMENTS TO ARTICLES**

After entering into this education district agreement, any amendments to the Articles contained in this Agreement shall require an affirmative vote of the majority of the voting members of the Board of the Minnesota Valley Education District’s institutional members.

**ARTICLE XI
NOTICE**

All notices required to be given under this Agreement shall be in writing and be addressed to the chairperson of the school board or Education District Board at the appropriate administrative office. All notices required to be provided on a specific day or date shall be considered as timely if postmarked on or before the due date.

**ARTICLE XII
SAVINGS PROVISION**

Should any provision of the Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by so doing the purpose of this Agreement taken as a whole can be made operative. Should any provisions be found unlawful, the School Boards of each participating district shall attempt to agree upon an amendment to this Agreement to replace the unlawful part.

MVED Board Chairperson

MVED Executive Director

February 11, 2020
Date of MVED Board Action