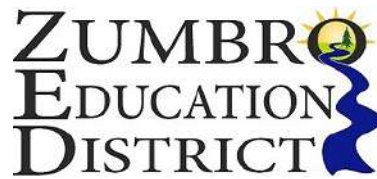


ZUMBRO EDUCATION DISTRICT

AGREEMENT



July 27, 2023

AGREEMENT FOR ZUMBRO EDUCATION DISTRICT

This agreement entered into prior to the 30th day of September 1988 by and between Independent School Districts:

I.S.D. 531 BYRON
I.S.D. 203 HAYFIELD
I.S.D. 204 KASSON-MANTORVILLE
I.S.D. 534 STEWARTVILLE
I.S.D. 756 BLOOMING PRAIRIE (joined 7/1/1993)
I.S.D. 2125 TRITON (joined 7/1/1993)

Hereinafter referred to as member districts, for the purpose of establishing an Education District pursuant to Minn. Stat. 123A.15-123A.19 (2003).

Witnessed that:

NOW THEREFORE, The parties to this Agreement hereby agree as follows:

1. ESTABLISHMENT OF AN EDUCATION DISTRICT. That hereby there is established an education district to be known as the Zumbro Education District, as approved by a majority of the board of each participating district, which will begin operation no later than October 20, 1988.
2. PURPOSE OF AGREEMENT. The purpose of this Agreement shall be to provide, by cooperative effort, comprehensive educational programs and other such services for member districts as can be efficiently and effectively operated by this group of districts.
3. ACCOMPLISHMENT OF PURPOSE. The general purpose shall be accomplished by the creation of an Education District Board, which shall, on behalf of the Member Districts, apply for, receive and administer education funding. The Education District Board shall administer these funds and exercise its authority in such a way as to accomplish the purpose of this agreement as set forth in paragraph 2. This shall include the establishment of the Zumbro Education District, which may offer educational services as provided for by the state Board of Education and member school boards. The care, management and control of the Zumbro Education District shall be vested in the Education District Board.

4. EDUCATION DISTRICT BOARD

- a. The Education District Board shall consist of one representative from each member district. The representative shall be a school board member of the member district. Each member district shall be entitled to one vote.
- b. The representative shall serve at the pleasure of the appointing school board and may be recalled by a majority vote of the appointing school board. Any member school board recalling its representative to the Education District shall give the Education District Board written notice of its action. A person appointed to the Education District Board shall qualify as an Education District Board member by filing with the Executive Director of the Education District a written certificate of appointment from the respective school board.
- c. A board vacancy is filled for the unexpired term by appointment from the school board of the member district whose seat is vacant.
- d. The elected offices of the Education District Board shall be a Chair, a Vice Chair, and Treasurer-Clerk. The Executive Director shall have no vote on the Board.
- e. The election of the Education District Board officers is by a majority vote of the members of the Education District Board at its January meeting each year. A term of an officer is for one year and such term shall expire at the meeting at which the new officers are elected.
- f. The Education District Board shall create its own rules, procedures, and bylaws subject to the official agreement of the Member Districts. The Agreement and Bylaws will be reviewed once every three years or when required due to a change in membership.
- g. The Education District Board shall hold monthly meetings and may meet more or less frequently at the request of its chair or the delegates of two members or by action of the Education District Board.
- h. Any new programs proposed by the Education District Board shall require the approval of a majority of Education District Board members before being initiated.

5. BOARD OFFICERS RESPONSIBILITY. Board officers shall have the parliamentary duties usually ascribed to such offices as well as those specifically assigned:

- a. The Chair conducts the meetings, executes undertakings ordered as directed by the Board, and is the official representative of the Board in all matters relating to the Education District;

- b. The Vice Chair acts in the absence of the Chair and has all the powers of the Chair during the latter's absence;
- c. The Treasurer-Clerk shall be responsible for all disbursements and receipts;
- d. In addition to the duties usually ascribed to the office of Secretary, the Executive Director shall administer and supervise the affairs of the Education District under the direction of the Board. The Executive Director working together with the Chair shall prepare the agenda for the meetings of the Education District Board. Such agendas and minutes shall be emailed/mailed to the board members representing the district and superintendents of the schools of each members' districts at least three days prior to the regular meeting. All the ZED Governing Board agendas and minutes will be posted on the ZED website.

6. EDUCATION DISTRICT BOARD RESPONSIBILITIES. The responsibilities of the Education District Board shall be:

- a. To provide for a thorough and continuing system of communicating with the school boards of each member district;
- b. To employ an Executive Director who shall be appropriately licensed and who shall be responsible to the Education District Board for the administration of the educational programs. The Education District Board shall have the authority to employ other persons as deemed necessary. All contracts or work agreements on behalf of the Education District shall be signed by the Chair and the Clerk of the Education District Board;
- c. To hold an annual organizational meeting in January of each year and regular meetings each month at a time and place agreed upon at the annual meeting. Special meetings of the Education District Board may be held upon the request of the Executive Director, the Chair, or upon the written request of two or more member districts;
- d. To adopt bylaws to govern the operation of the Education District and its programs;
- e. To establish a budget and an appropriate system of record keeping;
- f. To adopt personnel policies and practices;
- g. To organize and establish educational programs and services;
- h. To annually report to member districts regarding programs and services provided by the Education District;
- i. To establish advisory committees for each major program area or service provided.

7. FISCAL RESPONSIBILITIES.

- a. The Education District Board shall have the power to contract with a member district to act as Fiscal Agent on behalf of the Education District. The Fiscal Agent must meet all legal requirements of member school districts.
- b. Fiscal Agent shall maintain records, disburse funds, accept receipts in accordance with the budget as recommended by the Education District Board.

8. FINANCING OF THE EDUCATION DISTRICT. The Education District Board or the designated Fiscal Agent in the name of the Education District Board of the Education District with Education District Board approval shall be empowered to finance the education program implemented pursuant to this Agreement as follows:

- a. By applying for, receiving, and administering Federal and State Aids and reimbursements for programs carried out by the Education District;
- b. By requiring and collecting payments from member districts as approved by the Education District Board;
- c. By receiving grants and gifts.

9. PROGRAMS AND SERVICES.

- a. Programs for students with disabilities will be coordinated. Shared services and staff will be used to service students with disabilities.
- b. Gifted and talented programs will be offered for students in Member Districts.
- c. Vocational educational programs will be coordinated for Member Districts as they pertain to applicable grants.
- d. Career education will be supplemented by the Education District when deemed appropriate.
- e. Joint research, evaluation, planning and program and/or staff development will be carried out by the Education District. Other services and programs will be considered as proposed by member districts.
- f. Summer programs for special education, gifted, and other selected students will be carried out by the Education District when deemed appropriate.
- g. Technology for education and related services will be explored and be employed whenever reasonable and agreed to for special instructional needs.
- h. Improved learning will be an ongoing goal and function of the Education District.

- i. Teachers and other staff vacancies and personnel policies will follow district contracts and be consistent with law.
- j. Comprehensive planning will be an ongoing function and goal.
- k. Non-member districts may be permitted to access programs and services offered by the Education District, subject to the approval of the ZED Governing Board based on capacity limitations, staffing availability, and other criteria at the Board's discretion. Non member districts shall be required to pay appropriate access and/or tuition fees, determined by the ZED Governing Board.

10. SEPARATE BENEFITS FOR MEMBER DISTRICTS. Nothing herein shall prevent any member district from applying separately for any benefit to which it may itself be entitled.

11. MEMBERSHIP. Membership in the Education District shall consist of those member districts listed on page one.

12. ADDITION OF MEMBER DISTRICTS. Provided that the requirements under Minn. Stat. 123A.15, subd. 3, regarding member districts are satisfied, any school district, whether or not an original signatory, may become a member upon application to the Education District Board, unanimous consent of all members of the Education District Board, and subscription to this agreement. New member districts shall be required to pay to the Education District a depreciated prorated cost for its proportionate share of the real and personal property owned by the Education District, as of July 1 of membership entrance date—the cost of which, or any portion thereof, has been assessed against each of the members of the Education District, this amount shall be determined and approved by the ZED Governing Board. Before any member district is accepted into the Education District the total cost and fiscal responsibility must be unanimously approved by the ZED Governing Board and unanimously approved by the Superintendent Council and presented in writing to the district requesting membership.

13. WITHDRAWAL OF MEMBER DISTRICTS.

- a. All members of the Education District shall be bound by the terms of this agreement during any fiscal year in which it is a member. Any member district may withdraw from this agreement by giving notice of its intention to withdraw by December 31 for a withdrawal to be effective the following June 30. For example, notice of withdrawal issued on or before December 31, 2022 would be effective on June 30, 2023. Notice of withdrawal on or after January 1, 2023 would not

be effective until June 30, 2024, unless the Education District Board unanimously agrees to an earlier withdrawal. Member districts must maintain all obligations to the Education District until their withdrawal is effective.

- b. Upon termination of membership in this agreement, the terminating member district shall forfeit their proportionate share of current depreciated value of any real or personal property they helped purchase.
- c. Notwithstanding the withdrawal, the withdrawing member district shall pay its proportionate share of any expenses which are certified to the withdrawing district prior to the effective date of its withdrawal. This obligation includes maintaining any financial commitments to new facilities purchased or leased by Zumbro Education District.
- d. Withdrawals pursuant to Section 14 are also subject to the terms of this Section.

14. EFFECT OF NON-PARTICIPATION OR NON-PAYMENT

- a. If a member district fails or refuses to make any payments or complete any obligations, such failure or refusal shall constitute the member district's termination of membership in the Zumbro Education District, unless the omission is promptly remedied or the Education District Board agrees to a plan for the member district's ongoing participation.

15. DISSOLUTION OF THE EDUCATION DISTRICT. Should the Board of the Education District decide to dissolve, the dissolution shall comply with any and all applicable Minnesota statutes pertaining to such dissolution and all assets of the Education district shall be distributed to the districts which are members at the time of the dissolution on a proportionate basis to be determined by the Education District Board.

16. SAVING CLAUSE. Should any provision of this 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.

THIS AGREEMENT may be amended by a majority vote of the full membership of member district school boards.

THIS AGREEMENT shall become effective when executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties through their respective chair and clerks of each individual member district have caused this instrument to be executed pursuant to authority of the Board of Education of each district.

Zumbro Education District #6012
Byron, Minnesota

By _____ Chair
Date

By _____
Clerk/Treasurer Date

Independent School District #531
Byron, Minnesota

By _____ Chair
Date

By _____ Clerk
Date

Independent School District #203
Hayfield, Minnesota

By _____ Chair
Date

By _____ Clerk
Date

Independent School District #204
Kasson, Minnesota

By _____ Date _____ Chair

By _____ Clerk
Date _____

Independent School District #534
Stewartville, Minnesota

By _____ Date _____ Chair

By _____ Clerk
Date _____

Independent School District #756
Blooming Prairie, Minnesota

By _____ Chair
Date

By _____ Clerk
Date

Independent School District #2125
Dodge Center, Minnesota

By _____ Chair
Date

By _____ Clerk
Date