



St. Croix River Education District Agreement to Cooperate

This Agreement entered into this day of November 1, 1987 by and between Independent School Districts:

Chisago Lakes Area School District	#2144
East Central School District (Added by board action on July 21, 1994)	#2580
Hinckley/Finlayson School District (Added by board action on July 21, 1994)	#2165
North Branch Area Public Schools (Added by board action on September 8, 2009)	#138
Pine City School District (Added by board action on November 19, 1987)	#578
Rush City School District	#139

hereinafter referred to as member districts witness:

WHEREAS, it is felt by the member districts that certain education services can best be delivered through cooperative efforts;

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 St. Croix River Education District (#6009) as approved by the school boards of each member district.

2. PURPOSE OF EDUCATION DISTRICT

The purpose of the St. Croix River Education District shall be to:

- a. Act primarily as a service agency in providing services to schools as identified and requested by member school districts;
- b. As a provider of educational services, to meet standards set by the State Board of Education that will:
 - (1) Provide for accountability to taxpayers.
 - (2) Assist local school districts to provide for equitable educational opportunities.
 - (3) Provide for economic efficiency in the provision of educational service.
 - (4) Provide for administrative effectiveness.

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(5) Assure fiscal equity in the provision of shared services.

- c. Cooperate with and support member school districts in the implementation of plans, strategies, goals and shared services for the enhancement of educational opportunities of early childhood, elementary, secondary and post-secondary education.
- d. When appropriate and as funds become available, to serve as a repository, clearinghouse, and administrator of federal, state, private and other funds on behalf of member districts which choose to participate in special programs, projects or grants.
- e. Develop uniform and consistent policies, procedures and service descriptions relating to shared staff and programs.

3. ACCOMPLISHMENT OF PURPOSE

The general purpose shall be accomplished by the creation of an Education District Governing Board, which shall on behalf of the member districts apply for, receive and administer funding, offer educational services as are approved and purchased, employ staff to administer these funds and services and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth in section 2. The care, management and control of the St. Croix River Education District shall be vested in the Education District Governing Board.

4. ORGANIZATION OF THE ST. CROIX RIVER EDUCATION DISTRICT GOVERNING BOARD

- a. The Education District Governing Board shall consist of one representative from each member district who shall be a school board member.
- b. The representative shall be appointed by any method and with qualifications that the local school board deems appropriate at its annual organizational meeting.
- c. Representatives shall be appointed for a term until their successors are appointed.
- d. A representative vacancy, which occurs for any reason, shall be filled by the local school board within thirty (30) days and for the duration of the vacated term.
- e. Each member district has one vote on the Education District Governing Board which shall be cast by the representative or their alternate.
- f. The Education District Governing Board shall create its own rules of procedures and bylaws.
- g. The elected offices of the Education District Governing Board shall be a Chairperson, Vice- Chairperson, and Clerk who shall be representatives. The Executive Director of the Education District shall act as Secretary to the Education District Governing Board.
- h. A Superintendents' Operating Committee made up of the superintendents from each of the member districts and the Education District Executive Director shall be established.

This committee shall meet monthly, set the agenda for the Governing Board, and may

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make recommendations on items to be acted upon by the Governing Board.

5. POWERS AND RESPONSIBILITIES OF THE EDUCATION DISTRICT GOVERNING BOARD

- a. The Education District Governing Board, in addition to the authority found elsewhere in this Agreement, is empowered generally to act in the interest of the member districts and to provide for a thorough and continuing system of reporting to, and communication with, the Board of Education of each member district. The Governing Board shall have general policymaking authority to carry out the purpose and provisions of this Agreement.
- b. The Education District Governing Board shall:
 - (1) Purchase, lease, grant or assign property for its use within the scope of this Agreement and dispose of same when necessary.
 - (2) Apply for and receive funds for which it is eligible.
 - (3) Enter into contracts and disburse funds, as it deems appropriate, by law, regulation or order for the manner of use and for the supervision and disposition of property assigned to, held by, or managed by it.
 - (4) Employ professional and other personnel as the need arises, either on the basis of permanent employment through contractual agreements, or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for that purpose.
 - (5) Establish and adopt Service Descriptions for the operation of each service purchased from the Education District and services shared by member districts and/or agencies.

Service Descriptions shall be initiated at the written request of member district superintendents or by the action of the Governing Board and as appropriate, may contain, but need not be limited to:

- (a) the name of the service and the date the Service Contract was initiated;
- (b) a statement of the need for the service, how the need was determined and the projected cost benefits;
- (c) the relevant regulatory and/or legal mandates this Service Contract will address

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- (d) a description of the service, the current service populations and a description of the expected outputs and products;
 - (e) the long-term expected outcomes and the key indicators used to measure those outcomes;
 - (f) the method and timeline by which the service will be evaluated and outcomes reported;
 - (g) a description of the responsibilities of the purchasing districts/agencies, and the St. Croix River Education District;
 - (h) a description of the administrative processes and organizational structure that will underlie the Service Description and provide for involvement in Service Description development and implementation;
 - (i) an estimated line item budget with sources of revenues and the method by which purchasing member, non-member districts' and agencies prorated costs will be determined;
 - (j) a job description and a description of conditions of employment for all staff delivering the service;
 - (k) short-term (annual) service goals;
 - (l) other relevant or negotiated statements.
- (6) The Education District Governing Board shall establish and adopt bylaws to govern its operation consistent with this Agreement.
- (7) Before the end of the fiscal year, the Education District Governing Board shall approve a final budget by its last scheduled meeting of the fiscal year. The budget shall include line item budgets for the administration and operation of the Education District, services provided by the Education District and services shared by districts and/or agencies.
- (8) The Education District Governing Board shall establish and adopt fiscal, personnel and other policies to govern the administration and operation of its services as well as those services and staff shared by member districts and/or other agencies.
- (9) The Education District Governing Board shall do what is reasonably necessary to achieve the purpose of this Agreement to the extent that such action is within the intent and purpose of this Agreement and complies with all state and federal statutory provisions that are applicable to the member districts.
- (11) The Education District Governing Board shall annually report to member districts regarding services provided by the Education District.

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- c. The Education District Governing Board shall employ, approve, and administer contractual agreements for the Executive Director, Director of Special Education, Special Services Supervisors, and all SCRED employees.

7. FINANCING THE ST. CROIX RIVER EDUCATION DISTRICT

The Education District Governing Board shall be empowered to finance Education District administration and services implemented pursuant to the Agreement as follows:

- a. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as approved by the Governing Board.
- b. By applying for, receiving and administering federal P. L. 101-476 and other funds as authorized by the Governing Board.
- c. By billing for services provided by the Education District.

8. ADMINISTRATION AND SERVICES

The Education District Governing Board shall provide the following "core services" to all member districts:

- Executive Director of the Education District
- Director of Special Education
- Special Services Supervisors
- Instructional Services Coordinator
- Social Behavior Services Coordinators
- Elementary and Secondary Reading Services Coordinators
- Elementary and Secondary Math Services Coordinators
- Elementary and Secondary Low Incidence Services Coordinators
- Early Childhood Services Coordinators
- Hearing Impaired Services
- Visually Impaired Services
- Physically Impaired Services
- Other Health Disabilities Services
- Occupational Therapy Services
- Physical Therapy Services
- Outcome Services
- Interagency Early Intervention Committee (IEIC) and Agreement
- Community Transition Interagency Committee (CTIC) and Agreement
- Interagency Collaboration and Contracting

Member districts share of core service costs will be determined by using the district's total K-12

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WADM as a percent of the total Education District K-12 WADM as indicated in the district's most recent final MARSS report.

The St. Croix River Education District Governing Board shall establish such administration and services as are required by statute or as are approved by the Governing Board.

9. STUDENTS AND PROGRAMS

The Education District is vested with the authority to provide effective and efficient educational programs for students with disabilities and students without disabilities, as agreed by member districts. These programs will be coordinated, managed, and implemented by the Education District.

DISSOLUTION OF DIRECT SERVICE PROGRAMS

- a. Upon dissolution of non-interagency direct service program(s), the procedure outlined in 13a. for fund balance only will be refunded to member districts. Non-member districts that are participating shall not receive refunds for non-fiscal direct service programs that are dissolved.**
- b. Upon dissolution of interagency direct service programs(s), assets and fund balance shall be refunded to member and non-member participating districts based on the percentage of student membership the last fiscal year unless otherwise designated in a program interagency agreement.**

10. SEPARATE BENEFITS FOR MEMBER DISTRICTS

Nothing herein shall prevent any member district from applying separately for any benefits to which it may be entitled.

11. ADDITION OF MEMBER DISTRICTS

Any school district may become a member upon application to the Education District Governing Board, majority consent of the current member districts and subscription to the Agreement. Such applicants shall also agree to pay to the Education District a prorated share of the fund balance and the real and personal property owned by the Education District. This amount shall be determined by the Education District Governing Board from the records it has maintained. Before any district is accepted into the St. Croix River Education District, the cost and fiscal responsibility shall be presented in writing to the district requesting membership. Membership shall become effective on the date of subscription to this Agreement.

12. WITHDRAWAL FROM AGREEMENT

- a. All members of the Education District shall be bound by the terms of this Agreement during SCRED Agreement
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any fiscal year in which it is a member. Any member district may withdraw from this Agreement by giving to the other member districts, by June 30th written notice of its intention to withdraw. Withdrawal shall become effective on June 30 of the next year.

- b. In the event a member district consolidates with another member district and thereby creates a new school district, the new district continues as a member district and assumes responsibility for the debt and assets of the two consolidated districts. This Agreement will be amended to reflect the new school district's name and number.
- c. All members of the Education District during the 2011-12 school year shall be responsible for its proportionate share of any liabilities incurred related to the purchase of property and construction of a new Education District facility located on Dana Avenue in Rush City, MN until those liabilities have been paid in full.

A member district may withdraw from the Education District by paying its proportionate share of liabilities discussed in the preceding paragraph and by following the withdrawal procedure in Section 11.a above. The withdrawing member shall be eligible for its proportionate share of the value of the Education District facility based on the market value of the facility at the time of the effective date of withdrawal, if the withdrawal occurs after the Education District has completed the purchase of the property. A member district that withdraws prior to the completion of the Lease Agreement and the purchase of the property shall receive its proportionate share of the value of the facility after the lease term is completed and the Education District has obtained ownership of the property, based on the market value of the facility at that time. Proportional equity payments to withdrawing districts will not be made until the performance of the lease agreement is complete and the Education District owns the property. The Education District Governing Board shall determine a refunding schedule for the withdrawing member, but the refunding schedule shall not exceed 7 years from the effective withdrawal date. The withdrawing district's "proportionate share" shall be determined pursuant to the method specified in Section 11.d below.

- d. Upon termination of membership in this Agreement the withdrawing member district shall be refunded its proportionate share based on the value, at the time of the effective date of the withdrawal, of any real or personal property it helped purchase, less its proportionate share of outstanding debts and obligations. Proportionate share will be determined by using the withdrawing district's previous three-year average of the district's total K-12 WADM as a percent of the total Education District K-12 WADM. WADM will be as indicated in the district's most recent final MARSS report. The withdrawing member district shall be refunded its proportionate share of the P.L. 101- 476 carry-over fund balance. Proportionate share will be determined by using the withdrawing district's previous three-year average of the December 1 child count as a percent of the total Education District's December 1 child count.

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13. DISSOLUTION OF EDUCATION DISTRICT

- a. This Agreement may be terminated by a majority of the boards of the member districts. Such determination, however, shall become effective only on June 30 of the following fiscal year unless determined otherwise by a unanimous vote of the Education District Governing Board.
- b. Upon termination of this Agreement and the dissolution of the St. Croix River Education Governing Board, member districts shall be refunded their proportionate share of the fund balance and the current depreciated value of any real or personal property they helped purchase, less their proportionate share of outstanding debts and obligations. Proportionate share will be determined by using the withdrawing district's previous three-year average of the district's total K-12 WADM as a percent of the total Education District K-12 WADM. WADM will be as indicated in the district's most recent final MARSS report.

Member districts shall be refunded their proportionate share of the P.L. 101-476 carry-over fund balance. Proportionate share will be determined by using district's previous three-year average of the December 1 child count as a percent of the total Education District's December 1 child count.

14. AGREEMENT REVIEW AND AMENDMENT

The Education District Governing Board will review this Agreement annually and may propose amendments to the Agreement. To take effect, amendments to this Agreement must be approved/adopted by a majority of the boards of the member districts . **Action on amendments cannot take place at the meeting in which they were introduced.**

15. SAVINGS PROVISION

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 Agreement shall be amended so that the Agreement is lawful.

16. SCRED RESPONSIBILITY FOR THE PROVISION OF FAPE

As the recipient of federal funds, the Education District is responsible for the provision of a free, appropriate, public education for students with disabilities. As a result, the Education District is responsible for assuring that:

- All personnel are appropriately licensed or certified for the position for which they are assigned;

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- All due process procedures are completed in accordance with rule and law, including but not limited to, child find, evaluation, and IEP development, implementation and review;
- IEPs are implemented, including assignment of personnel, to provide FAPE; and
- All due process options, including complaints, hearing and mediation, including the costs thereof.

The Education District will be reimbursed for the cost of any due process option exercised, including complaints, hearing and mediation, by the member district in which the complaint, hearing, or mediation originated.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of each member district and in attestation thereof, this instrument is signed in their respective names by their respective Chairperson and Clerk.

District #2144 Chisago Lakes

District #139 Rush City

Chairperson

Chairperson

Clerk

Clerk

Date

Date

District #578 Pine City

District #2580 East Central

Chairperson

Chairperson

Clerk

Clerk

Date

Date

District #2165 Hinckley/Finlayson

District #138 North Branch

Chairperson

Chairperson

Clerk

Clerk

Date

Date

This Agreement entered into on _____, 2017 pursuant to action taken by the St. Croix River Education District Governing Board on this date.

Chair, St. Croix River Education District

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DEFINITION OF TERMS

Education District Governing Board - The policy making board of the St. Croix River Education District consisting of representatives from member districts.

Fiscal Year - That period which begins on July 1 of the calendar year and ends on June 30 of the following calendar year.

Member District - A school district that is a signatory to this Agreement.

Representatives - The persons appointed by each member district from the district's school board to serve on the Education District Governing Board.

St. Croix River Education District Administrative Staff - The person(s) employed by the Education District Governing Board to administer, manage and implement this Agreement.

St. Croix River Education District Services - Those services shared by two or more districts or agencies and implemented under an approved St. Croix River Education District Service Contract.

St. Croix River Education District Service Staff - Those persons who manage and/or implement an approved St. Croix River Education District Service Contract.

Shared Services - Those services shared by two or more districts or agencies and implemented under an approved Shared Service Contract.

Shared Staff - Those persons who manage and/or implement an approved Shared Service Contract. These staff serve more than one district or serve students from more than one district or are co-funded with another agency.