

**BEMIDJI REGIONAL INTERDISTRICT COUNCIL
Joint Powers Special Education Services Cooperative
BRIC ISD 998**

BY-LAWS

&

JOINT POWERS AGREEMENT

APRIL 2014

BY-LAWS OF BOARD OF DELEGATES OF BEMIDJI REGIONAL INTERDISTRICT COUNCIL

ARTICLE I -- OFFICES

Section 1. Principal Office. The principal office of BRIC is in Bemidji, Minnesota.

Section 2. Other Offices. BRIC may establish and maintain other offices as authorized by the Executive Board and/or the Board of Delegates from time to time.

ARTICLE II -- COUNCIL BOARD OF DELEGATES

Section 1. Definition: The Board of Delegates (School Board Appointees) and Executive Board (Superintendents) combined make up the BRIC Council. The BRIC Council meets annually to review the activities and operations of the Cooperative. The Board of Delegates is comprised of the locally elected District School Board Members who are appointed by their respective Boards. Each Member District is allowed one Delegate appointee to the Board of Delegates.

Section 2. Place of Meetings. The Board of Delegates may hold both regular and special meetings at such place as a majority of the members of the Board may designate from time to time.

Section 3. Regular Meetings. Regular meetings of the Board of Delegates may be held upon proper notice at such time and at such place as from time to time shall be determined by the Executive Board by resolution.

Section 4. Special Meetings. Special meetings of the Board of Delegates may be called by the Chair of the Executive Board, and shall be held at the principal office of BRIC or at such other place as the Board may determine.

Section 5. Notice. Notice of meetings of the Council, Board of Delegates or the Executive Board must be provided in accordance with Minn. Stat. 13D.01, the Minnesota Open Meeting Law. Notice of any special meeting shall be given at least three business days before the time fixed for the meeting, by written notice delivered personally or mailed. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage thereon prepaid, not less than one day prior to the commencement of the above-stated notice period. Any delegate may waive notice of any meeting either prior to, at, or after the time of such meeting. The attendance of a delegate at a meeting shall constitute a waiver of notice of such meeting, except where a delegate attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting. Neither the business nor the purpose of any regular or special meeting of the Board of Delegates need be specified in the notice or waiver of notice of the meeting.

Section 6. Quorum. At all meetings of the Council, a majority of the Delegates shall constitute a quorum for the transaction of business and the act of a majority of the Delegates present at any meeting at which there is a quorum shall be the act of the Board of Delegates (Council), except as may be otherwise specifically provided by statute or by the Joint Powers Agreement or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Delegates, the Delegates present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If a quorum is present at the call of a meeting, the Delegates may continue to transact business until adjournment notwithstanding the withdrawal of enough Delegates to leave less than a quorum.

Section 7. Organization of Meetings. At all meetings of the Council, the Chair of Executive Board shall act as the Chair of the Council, or in the Chair's absence the Vice-Chair, or in the absence of both the Chair and the Vice-Chair, any person appointed by the Chair, shall act as Chair, and the BRIC Executive Director shall act as Secretary, or in the Secretary's absence, any person appointed by the Chair, shall act as Secretary.

ARTICLE III -- OFFICERS

Section 1. Number. The officers of the BRIC Executive Board shall be chosen by the Executive Board and shall also act as the Officers for the Council. Officers include Chair and Vice-Chair.

ARTICLE IV -- CONTRACTS, LOANS AND FISCAL MATTERS

Section 1. Contracts. The (Council) may authorize any one or more officers or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of BRIC, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of BRIC and no indebtedness shall be created in its name unless authorized by a resolution of the Council. This authority may be general or confined to specific instances.

Section 3. Fiscal Matters. The Executive Board will be responsible for all fiscal matters and shall report to the Council on an annual basis.

JOINT POWERS AGREEMENT OF April 24, 2014

I. PARTIES

1.1 THIS AGREEMENT is entered into between the following Independent School Districts of the State of Minnesota:

ISD #0162 of Bagley
ISD #0032 of Blackduck
ISD #0115 of Cass Lake
ISD #2311 of Clearbrook/Gonvick
ISD #0036 of Kelliher
ISD #0390 of Lake of the Woods
ISD #0306 of Laporte
ISD #0362 of Littlefork
ISD #0432 of Mahnomon
ISD #0363 of South Koochiching
ISD #0435 of Waubun-Ogema

1.2 Additional Independent School Districts may enter into this Agreement and become parties to the Agreement in accordance with the provisions of the Agreement and as may be approved by the Council.

1.3 The parties to this Agreement hereafter are referred to as "members".

II. PURPOSE

2.1 The parties hereby create and join together in an educational cooperative pursuant to Minnesota Statute 471.59 and other applicable statutes for the purpose of enlarging and enriching the learning opportunities in special education and related areas for eligible pupils in North Central Minnesota.

2.2 This Agreement amends and supersedes the previous agreement between the members and is effective starting April 25th, 2014.

2.3 The name of the educational cooperative provided for by this Agreement is BEMIDJI REGIONAL INTERDISTRICT COUNCIL (BRIC) which has been designated by the Commissioner of Education as School District #998-52.

III. COUNCIL

- 3.1 The control and management of this educational cooperative is vested in a Board of Delegates which shall consist of one delegate from each member school district that is a party to this agreement.
- 3.2 The school board of each member shall appoint its delegate by any method it chooses, provided only that its delegate shall be an elected or appointed board member of the local school board making the appointment.
- 3.3 Each member also shall appoint an alternate delegate to represent that member when its delegate is unavailable.
- 3.4 A vacancy occurs on the Board upon the happening of any of the following events:
 - (1) Resignation or death of a delegate;
 - (2) Termination of a delegate's appointment by a majority vote of the full board of education of the member that made the appointment;
 - (3) Termination of a delegate's office on the local board of education that appointed the delegate.
- 3.5 A vacancy shall be filled by the Board of Education of the member from which the vacancy occurred. An appointment to fill a vacancy shall be for the period of time until the following June 30th.
- 3.6 The members shall notify BRIC of the names of their delegates immediately after their appointments. Each delegate shall have one vote on all matters decided by the Council, which vote must be made in person and not by proxy.

IV. COUNCIL ORGANIZATION

- 4.1 The officers of the Executive Board shall serve as the Officers of the Council. These officers shall be elected by the Executive Board and shall serve until their successors are elected and qualified. The Executive Board and its Officers serve as Ex-Officio members of the Council and do not have voting privileges on the Council
- 4.2 The Executive Board shall be responsible for the recruitment of the Executive Director who also shall serve as the Director of Special Education and the Executive Secretary of BRIC and who shall have such additional duties and powers as from time to time shall be given by the Executive Board. The Executive Director / Director of Special Education shall attend all meetings of the Board of Delegates and Executive Board as a non-voting member with the right to take part in the discussions and shall prepare the agenda for such meetings in consultation with the Executive Board Chairperson.
- 4.3 The Council shall have such regular and special meetings at times and places established by the Executive Board by resolution or in suitable by-laws and shall provide proper notice.
- 4.4 A majority of the delegates shall constitute a quorum for the purpose of conducting Council business. A quorum once established at a meeting shall not thereafter be lost at that meeting by the withdrawal of delegates. At any meeting at which a quorum is not present, the delegates in attendance have the power to set the time and place for the next meeting.

V. COUNCIL POWERS

- 5.1 The Council shall have all powers granted by statute or otherwise which are necessary or expedient to accomplish the purpose of this agreement.
- 5.2 In addition to general powers and not in limitation thereof, the Council shall have the following powers:
 - (1) To acquire and dispose of real and personal property;
 - (2) To sue and be sued.
 - (3) To make amendments to the Joint Powers Agreement and By-Laws
 - (4) To approve the borrowing or entering into any loans on behalf of the Council; and
 - (5) To do what is reasonably necessary to achieve the purpose of this agreement.
- 5.3 The Council shall establish, and from time to time amend, suitable by-laws for BRIC which are consistent with this agreement by a majority vote of the Council.
- 5.4 The Council shall not establish or amend any by-laws or remove any officer or fill a vacant office or terminate this agreement unless notice of such proposed action is mailed to each Council Member at least one week prior to the meeting at which the proposed action is contemplated.

VI. EXECUTIVE BOARD ORGANIZATION

- 6.1 The Superintendents of the member school districts shall constitute an Executive Board to BRIC. The organization of the Executive Board shall be established by the Superintendents. The Executive Director serves as the Executive Secretary for the Executive Board and is an Ex-Officio member of the Executive Board.
- 6.2 The Executive Board shall meet at least eight times per year at times and places established by resolution of the Executive Board. Notice of meetings shall be consistent with requirements of the Minnesota Open Meeting Law.
- 6.3 A majority of the members shall constitute a quorum for the purpose of conducting business. A quorum once established at a meeting shall not thereafter be lost at that meeting by the withdrawal of members. At any meeting at which a quorum is not present, the members in attendance shall have the power to set the time and place for the next meeting.

VII. EXECUTIVE BOARD POWERS

- 7.1 The Executive Board shall act as the administering board of BRIC and in addition to such other authority as may be granted to it in this agreement, shall be generally empowered to:
 - (1) Administer the affairs of BRIC under direction and in proxy to the Council;
 - (2) Adopt an annual budget and approve all disbursements of funds;
 - (3) Make recommendations to the Council in the matter of policy, programs and such other matters as would enhance the function of BRIC.
- 7.2 The Executive Board may adopt policy and guidelines for the operation of each of the educational enterprises in which BRIC engages among other things, such policy and guidelines may contain:
 - (1) The eligibility requirements of its enrollees;
 - (2) The method by which each enterprise is to be engaged;
 - (3) The method by which the members' pro-rate costs are to be determined;
 - (4) The method by which nonmembers are to be assessed for their enrollees participating in one or more of the programs of BRIC; and the name of the office assigned to the direct supervision of the enterprise.
- 7.3 The Executive Board shall establish terms and conditions of employment of all staff subject to the following:
 - (1) A committee shall be Appointed consisting of members of the Executive Board to negotiate terms and conditions of employment with exclusive representatives duly qualified by law; and
 - (2) Final negotiated agreements shall be submitted to the Executive Board for its approval.

VII. Executive Board Powers (continue)

- 7.4 Executive Board in collaboration with the Executive Director, shall have all of the functions essential and necessary to the administration of BRIC including the recruitment, supervision, assignment of all personnel, and the recommendation for employment and termination of licensed personnel.
- 7.5 The Executive Board shall be responsible for the management of the fiscal affairs related to the operation of BRIC and in such capacity shall pay all bills, issue all payroll checks, and receive all monies for BRIC.
- 7.6 The Executive Board shall make all reports as are necessary to the state and other agencies and shall file all claims for reimbursement and for state and federal aids.
- 7.7 The Executive Board shall bill each of the members regularly for its pro-rata share of the operating costs of BRIC.

VIII. FUNDING

- 8.1 BRIC shall operate on a fiscal year starting each July 1st and ending on June 30th of the following calendar year.
- 8.2 A preliminary operating and capital expenditures budget for the next fiscal year shall be established by the Executive Board prior to June 30 of each year.
- 8.3 BRIC shall maintain such records of receipts, disbursements and fund balances as are reasonably needed to provide for strict accountability thereof as required by law. An annual audit report of such matters shall be provided to each member within thirty days after such audit report is received by BRIC.
- 8.4 All costs incurred by BRIC not otherwise provided for shall be billed to member districts on a pro-rata basis.
- 8.5 BRIC shall bill each member annually for the BRIC Assessment. The assessment may be suspended on an annual basis by a 2/3 majority vote of the Executive Board prior to March 1 of each fiscal year.
- 8.6.1 All governmental federal aids received by BRIC shall be paid to BRIC and shall be used to reduce the costs payable by the members for the program for which the aids were received.
- 8.6.2 All governmental state aids generated by BRIC and received by member districts shall be paid to BRIC and shall be used to reduce the costs payable by the members for the program for which the aids were received.
- 8.7 All real and personal property acquired by BRIC shall become the property of BRIC and not the property of the members.
- 8.8 The assistance of the employees of BRIC shall be available to the members, without additional cost to the members, in such areas of supervision and administration as may be authorized by the Board of Delegates from time to time.

IX. ADMISSION, WITHDRAWAL, TERMINATION AND AMENDMENT

9.1 Admission.

(1) Any Independent School district may join BRIC with the consent of at least a two-thirds of the then current members of the District's Board of Education and a two-thirds majority of the BRIC Executive Board and two thirds of the voting majority of the (Council). Upon acceptance, the school district, by action of its Board of Education, shall agree to be bound by the terms of this agreement.

(2) Upon admission to BRIC, a school district shall pay to BRIC the value of its pro-rata share of the assets. This value shall be computed as follows: The total "audited" book value of all fund balances plus the depreciated book value of all capital assets shall be divided by the ADM's (Average Daily Membership) of all then current members (excluding the member being admitted) and the resulting quotient shall be multiplied by the ADM of the entering school district. ADM's shall be determined as provided based on current year enrollment data (MARSS).

IX. ADMISSION, WITHDRAWAL, TERMINATION AND AMENDMENT (continue)

9.2 Withdrawal.

- (1) Each participating school district shall be bound by the terms of this agreement and shall pay its pro-rata share of the expenses for any fiscal year which starts while it is a member of BRIC.
- (2) A member may withdraw from BRIC and this agreement by giving written notice of withdrawal received by BRIC on or before March 1 of any year. Such withdrawal shall be effective at the end of that fiscal year. Any withdrawing member is subject to the provisions of Minnesota Statute 123A.33 pertaining to employees of cooperative districts upon dissolution or withdrawal.
- (3) Upon termination of membership in BRIC and withdrawal from this agreement the withdrawing member shall forfeit all rights to all property and assets owned by BRIC. The withdrawing member also shall be relieved of any obligation incurred by it or a result of its membership in BRIC.

9.3 Termination.

- (1) This agreement may be terminated at any time by a two thirds vote of the voting members of the Council.
- (2) Upon termination of this agreement; all assets of BRIC, after payment of all outstanding debts and obligations, shall be distributed to the members who have not given notice of withdrawal, on a pro-rata basis as determined by the ADM's of each member calculated as provided for in Section 9.1(2).

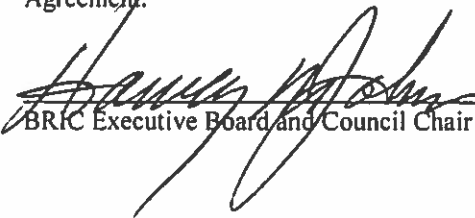
9.4 Amendment.

- (1) This agreement may be amended only by a majority vote of the Council members present. All members shall be bound by the provisions of any amendment duly adopted regardless of whether or not a member's board of education concurred in the amendment.

X. REPEALER

- 10.1 All prior agreements with respect to BEMIDJI REGIONAL INTERDISTRICT COUNCIL and the joint exercise of powers provided for therein hereby are repealed and shall be of no further force and effect after April 24th, 2014

This agreement was approved by action of the Council of BRIC on April 24, 2014 in accordance with the prior Joint Powers Agreement.


BRIC Executive Board and Council Chair

4-30-2014
Date