

**FIRST AMENDED AND RESTATED AGREEMENT FOR INTERMEDIATE SCHOOL DISTRICT  
THIS AGREEMENT** effective the first day of July 2021 between Independent School Districts

Nos. 12, 13, 14, 16, 282, 621, 622, 623, 624, 831, 832, 833, and 834 hereinafter referred to as “Participating School Districts” as follows:

**WITNESSED:**

**WHEREAS**, the Participating School Districts are duly organized independent school districts for the purpose of providing public school education for persons within their geographical boundaries, and

**WHEREAS**, each Participating School District is interested in cooperating with other school districts in acquiring lands and buildings, organizing, establishing, financing, maintaining and operating a special intermediate school district on a site or sites to be selected by the school board of such special intermediate school district, and

**WHEREAS**, the Participating School Districts are eligible to organize and create a special intermediate school district pursuant to Chapter 775 Laws of 1969 (the “Enabling Legislation”), Minnesota Statutes §§ 136D.71-.76 and 471.59 and other applicable statutes for such purpose, and those participating school districts who are signatory hereto are the initial participants in such special intermediate school district.

**NOW, THEREFORE**, each of the Participating School Districts hereto hereby agree with the other Participating School Districts hereto as follows:

1. **Prior Agreements:** This Agreement shall supersede and replace in its entirety the prior Agreement initially executed on December 16, 1969. This Agreement shall be effective, and the prior agreements shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of the Prior Agreement are hereby suspended in their entirety and replaced herein and shall have no further force or effect.
2. **Purpose of Agreement:** The Participating School Districts intend hereby to jointly and cooperatively create an intermediate school district, hereinafter the “District”, pursuant to the broad authority contained in the Enabling Legislation, Minn. Stat. § 471.59, Minn. Stat. § 136D.71-.76 (2020) and other statutes generally applicable to independent school districts for the purpose of acquisition of lands and buildings, organizing, establishing, financing, maintaining and operating an intermediate school district to serve generally the members and persons resident in the geographical area encompassed by said District.
3. **Authority:** Each Participating School District signatory hereto has been duly authorized by its school board to execute this Agreement.
4. **Name:** The District so created shall be known as “Northeast Metro Intermediate School District No. 916, State of Minnesota”.

5. Governing Board: The governing board (hereinafter the “Board”) of the District shall contain one representative from each Participating School District, who shall serve at the pleasure of the Participating School District. Each Board member shall report quarterly to its participating district school board concerning the activities of the District. Terms of office shall be four years, and shall commence on January 1. At its first meeting in January, the Board shall conduct an organizational meeting, and shall select a chair, vice-chair, clerk, and treasurer, no two of which shall be from the same Participating School District. A majority of the Board shall constitute a quorum for purposes of transacting the business of the Board. The Board may adopt Bylaws governing its procedures. Any person serving on the Board must also be serving as a member of his or her participating district school board.
6. Powers: The Board shall be vested with all those powers granted to independent school districts under statute, except as provided herein. The powers of the Board shall include but not be limited to the following:
  - (a) To acquire, maintain, and dispose of real and personal property
  - (b) To enter into contracts for goods and services deemed to be in the best interests of the District
  - (c) To employ and discharge employees
  - (d) To prosecute and defend actions by or against the District
  - (e) To establish and operate educational programming and other programs and services and make them available to Participating School Districts
  - (f) To establish and maintain financial accounts
  - (g) To acquire and maintain insurances as deemed necessary by the Board
  - (h) To adopt policies governing the use of facilities
  - (i) To engage in any other activity authorized by law in furtherance of the purpose set forth in Section Two hereof.
7. Financing: The Board of the District shall have the power to utilize financing as may be permitted by state law.
8. Participation and Enrollment in Programming: The Board shall establish policies governing participation and enrollment in District programs. The policies shall, at a minimum, include the following:
  - (a) Non-participating districts may only enroll students in intermediate school programs if there is space taking into consideration enrollment from all Participating School Districts.
  - (b) Access fees to programming by non-participating school districts shall be as established by the Board.

- (c) In the event that a Participating School District withdraws from this Agreement, any students enrolled from such district (“Withdrawing District”) at the time of withdrawal may remain enrolled until such time that the student is deemed eligible to graduate or return to the Withdrawing District. However, the Withdrawing District shall be required to pay the access fee established by the Board as a non-participating district after the effective date of the withdrawal for such student’s continued enrollment.
  - (d) Effective upon receipt of a notice of withdrawal of a Participating School District under Section 10, priority for student placement in the District’s programs will be given to Participating School Districts that are continuing their participation. Referrals from the Withdrawing District will only be considered for programs that are open to non-participating districts.
9. Liability: Subject to the withdrawal obligations established by Section 10 below, no Participating School District shall have direct individual liability for any debts or obligations of the District, nor shall any representatives on the Board have any such personal liability.
10. Withdrawal of Members: A Participating School District may elect to withdraw from this Joint Powers Agreement by a majority vote of its school board. Notice of withdrawal shall be in the form of a Resolution, an approved copy of which must be provided to the District on or before February 1. Withdrawal shall be effective June 30 of the fiscal year following proper notice (“Withdrawal Date”). The rights and obligations of a Withdrawing District shall be as follows.
- (a) Financial Obligations Upon Withdrawal: The Withdrawing District shall pay to the District the following amounts without regard for any payments made to or on behalf of the District prior to the Withdrawal Date.
    - i. Debt Service. The Withdrawing District shall pay an amount equal to one year of the District’s debt service (“Debt Service Obligation”) in accordance with the following provisions:
      - a. Calculating Debt Service Obligation. The Withdrawing District’s Debt Service Obligation shall be determined by first calculating a Withdrawal Rate per adjusted pupil unit (“APU”) equal to the District’s total debt service for the fiscal year following the Withdrawal Date divided by the combined total APUs of all Participating School Districts that are parties to this Joint Powers Agreement in the fiscal year of the Withdrawal Date, including the Withdrawing District. This Withdrawal Rate shall then be multiplied by the Withdrawing District’s APUs to establish the Debt Service Obligation owed by the Withdrawing District. The APUs used in calculating the Debt Service Obligation shall be the projected APUs

for the fiscal year following the Withdrawal Date as set forth in the most recent Levy Limitation and Certification Reports issued by MDE as of the Withdrawal Date. For clarity, the Debt Service Obligation calculation shall look as follows:

$$\frac{\text{Debt Service for FY after Withdrawal Date}}{\text{Combined APUs of All Participating School Districts}} = \text{Withdrawal Rate}$$

$$\begin{aligned} & \text{Withdrawal Rate} \times \text{Withdrawing District's APUs} \\ & = \text{Debt Service Obligation of Withdrawing District} \end{aligned}$$

By way of example only, if a district submits notice of withdrawal by February 1, 2024, making its withdrawal effective June 30, 2025; the combined APUs of all 2024-2025 Participating School Districts is projected to be 100,000 for the 2025-2026 fiscal year; the District's debt service for the 2025-2026 fiscal year is \$5,000,000.00; and the Withdrawing District is projected to have 10,000 APUs during the 2025-2026 fiscal year, then the Debt Service Obligation of the Withdrawing District would equal \$500,000. This is illustrated in the following calculation:

$$\frac{\$5,000,000}{100,000} = \$50 \times 10,000 = \$500,000$$

- b. Payment Structure. The Withdrawing District shall pay the Debt Service Obligation within three years of the Withdrawal Date. Interest on any outstanding balance will begin to accrue one year after the Withdrawal Date at an interest rate equal to the prime lending rate in effect at the time the interest begins to accrue plus two percent. The Withdrawing District shall notify the District by or before February 1 immediately preceding the Withdrawal Date of its timeline for paying the Debt Service Obligation and shall comply with its stated timeline unless the District agrees, in writing, to a modification of the timeline.
  - c. Allocation of Funds. The District shall use the Withdrawing District's Debt Service Obligation payments to offset debt service owed by the District for the benefit of the remaining Participating School Districts.
- ii. Membership Equivalence Fee: In addition to the Debt Service Obligation, the Withdrawing District shall pay the District a Membership Equivalence Fee. This Membership Equivalence Fee shall be equal to the amount the Withdrawing District would have paid as a membership fee for the fiscal year immediately following the Withdrawal Date had it remained a Participating School District, as determined by the

membership fee calculation used for the remaining Participating School Districts. The Withdrawing District shall pay the Membership Equivalence Fee in a manner consistent with the payment process required of Participating School Districts to pay their membership fees. The Membership Equivalence Fee shall be allocated to the District's general operating expenses. Payment of the Membership Equivalence Fee shall not entitle the Withdrawing District to the benefits of membership afforded to Participating School Districts.

- (b) District Assets: The Withdrawing District is not entitled to take or receive any of the District's assets or the value of the such assets and shall forfeit any proportionate share of the District's assets upon withdrawal.
- (c) Additional and Remaining Liabilities: The Withdrawing District shall not be responsible for any expenses aside from those addressed in Section 10(a) above or any liabilities incurred by the District after the Withdrawal Date.

11. Addition of Members: If a school district wishes to become a member of the District, it may petition the Board for membership. The petition shall be in the form of a resolution. Addition of a new member shall require an affirmative majority vote of all members of the Board and a majority vote of the petitioning district and as allowed per Minnesota Statute Section 136D.76, subdivision 2, as it may be amended from time to time. Addition of a new member shall be on terms determined by the Board. Once a school district becomes a member, it shall be considered a "Participating School District" for purposes of this Agreement.
12. Local Levy: Each Participating School District shall take such action as is necessary to assure approval of the Participating School District's share of all appropriate levies as per state law relating to intermediate school districts.
13. Amendment and Review: This First Amended and Restated Agreement shall be reviewed once every five years. This Agreement may be amended from time to time as deemed necessary by an instrument duly executed by all the parties hereto.
14. Annual Meeting: The District and Participating School Districts agree to meet annually to review this agreement.
15. Miscellaneous: This Agreement is subject to the following:
  - (a) Severability. If any provision, or application of a provision of this Agreement is held invalid, illegal, unenforceable, or in conflict with law, the validity, legality, and enforceability of the remaining provisions, and the application of the provision in circumstances other than those as to which it is held invalid, shall not be affected and shall continue in full force with effective.

- (b) Governing law. This Agreement shall be construed and enforced in accordance with Minnesota law. Nothing herein shall be construed contrary to law.
- (c) Counterparts. This Agreement may be executed in counterparts.
- (d) Captions. The captions used in this Agreement are for reference only and shall not be considered a part of the Agreement.
- (e) Notices. All notices required under this Agreement shall be in writing and sent first class U.S. mail addressed to the Participating School District, or the Board, at their respective administrative offices.
- (f) Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Chapter 13. They shall be maintained at the District Office of Northeast Metro Intermediate School District No. 916.

**IN WITNESS WHEREOF** the parties have caused this agreement to be executed on the dates appearing below opposite the signatures of each participating school district representatives.

Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #12  
Centennial, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #13  
Columbia Heights, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #14  
Fridley, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #16  
Spring Lake Park, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #282  
St. Anthony-New Brighton, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #621  
Mounds View, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #622  
North St. Paul-Maplewood Oakdale, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #623  
Roseville, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #624  
White Bear Lake, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #831  
Forest Lake, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #832  
Mahtomedi, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #833  
South Washington County, Minnesota

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

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

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #834  
Stillwater, Minnesota

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

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

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