

**JOINT POWERS AGREEMENT FOR THE
METRO EAST ADULT BASIC EDUCATION CONSORTIUM
2022-2023**

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the consortium organizations named herein, hereafter collectively referred to as “members,” and individually as “member,” which are signatories to this Agreement.

This Agreement is made pursuant to Minnesota Statutes Section 471.59, which provides that two or more governmental units may by agreement jointly exercise any power common to the contracting members, and Minnesota Statutes Section 124D.521, which sets forth the requirements for adult basic education consortia. Each of the members to this Agreement has been duly authorized to enter into the Agreement by its respective Business Manager, Superintendent or authorized designee.

It is the intention of the members to jointly cooperate to provide Adult Basic Education (“ABE”) services for its residents 17 years of age and older who are not currently enrolled in public school regular day classes.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following (8) members:

Independent School District No. 622, Harmony Adult Basic Education Consortium (ISD 622)
Independent School District No. 623, Roseville School District (ISD 623)
Independent School District No. 834, Stillwater School District (ISD 834)
Independent School District No. 831, Forest Lake Schools (ISD 831)
Independent School District No. 621, Mounds View School District (ISD 621)
St. Croix River Education District
Ramsey County Corrections
Lyndale Neighborhood Association

hereto agree as follows:

RECITALS

WHEREAS, the members agree to create a joint powers entity entitled Metro East Adult Basic Education Consortium (“Consortium”) to provide adult education and literacy education. Base funding for the Consortium will be provided by the State of Minnesota to the duly assigned fiscal agent on behalf of the operation of the program; and

WHEREAS, the members seek to provide Adult Basic Education (“ABE”) opportunities to its residents 17 years of age and older who are not currently enrolled in public school regular day classes; and

WHEREAS, the members understand that programs funded through the WorkForce Investment and Opportunity Act and Minnesota Statutes Section 124D.51, Education Program for Adults, need to be part of a cooperative ABE delivery system established by written agreement among two or more school districts; and

WHEREAS, the members certify that the Consortium will carry out tasks and responsibilities in compliance with all applicable State and Federal laws and regulations, as well as the promises and agreements contained herein; and

WHEREAS, the purposes of the laws are to enable all adults to acquire basic skills necessary to function in society and also enable adults who so desire to continue their education to at least the level of completion of secondary school.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth, the members agree as follows:

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the several members and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Metro East Adult Basic Education Consortium. The Consortium shall have all the powers, duties, authorities, and responsibilities pertaining to the provision of ABE Services of each individual member that are herein designated and assigned to the Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide cooperative and collaborative efforts for Adult Basic Education services.

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed “the Board,” shall be in existence for the duration of this Agreement.

A. Voting Representation.

The Board shall consist of one voting member from each member to this Agreement. The voting member from each member of this agreement should be the Community Education Director, ABE Supervisor, or a program designated voting member identified at the first Consortium meeting of the fiscal year.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers’ compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Officers.

The Board shall select from among its members a Chair, a Vice-Chair, and a Secretary, who shall serve in their respective capacities for one-year terms. Officers may serve successive terms. No voting representative of the Board shall forfeit the right to vote by virtue of appointment as an officer of the Board. Any vacancy in any of the offices shall be filled by election at the next Board meeting.

The duties of the officers are as follows:

1. Chair. The Chair shall preside at all Board meetings. The Chair’s signature shall appear on all contracts, consortium agreements, and all other official documents. The Chair shall be responsible for voicing official positions and statements which the Board may formulate. The Chair shall generally perform all duties the Board may designate.

2. Vice-Chair. The Vice-Chair shall assume the powers and duties of the Chair during periods of absence or incapacity and shall perform such additional duties and functions as the Board may direct.
3. Secretary. The Secretary shall keep or designate a person to assist in keeping a record of all proceedings of the Board.

C. Voting and Quorum.

Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of a simple majority (5) of Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become a matter of public record.

D. Meetings.

The Board shall meet at least quarterly (four times annually) at the call of the Chair. The Board or the Chair shall fix the times and places of regular and special meetings.

Two or more members may request a special meeting of the Board by submitting a written notice to all Board members.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state and federal funds necessary for the purposes set forth herein. The Board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

- A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium
- B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.
- C. The Board shall review all contracts and/or leases that are needed to help fulfill the purpose of this Agreement. Board approval is required for all contracts and/or leases for a term exceeding the current fiscal year.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member shall share in any deficit in proportion to the respective contributions made by that member.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

- A. Submit appropriate financial data required by the State to qualify for program approval.
- B. Contribute to the ABE efforts of the Consortium. For example, member Districts may provide the following:
 - 1) Administrative leadership and support;
 - 2) Outreach and marketing through Community Education catalogs;
 - 3) Referral of students to the program; and
 - 4) Liaison support of local schools, social service agencies and employers.
- C. Agree to abide by any requirements set forth in the annual adult basic education program application, including the state adult basic education assurances Failure to adhere to policies and procedures may result in Programs placed on a MNABE Performance Improvement Plan, Loss of Funding, and/or removal from Metro East ABE Consortium. Programs that consistently fall below State data entry expectations may be placed on

a MNABE Performance Improvement Plan. All members shall adhere to the following state adult basic education assurance duties and responsibilities:

- 1) Ensures that all learners have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals.
- 2) Ensures that all learners in all ABE activities are beyond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program;
- 3) Makes any application, evaluation, periodic program plan or report relating to any activity represented by this application readily available, within the constraints of pertinent data privacy legislation, to program staff, adult learners and members of the general public
- 4) Has, and will submit all necessary reports to the Commissioner of the Minnesota Department of Education and the U.S. Secretary of Education, maintain records verifying those reports, and provide public access to those records and reports;
- 5) Will submit an accurate final fiscal report detailing the total actual costs of ABE programming for the year from July 1 through June 30, to the Minnesota Department of Education within 60 days of the end of each program each year, but no later than October 15 each year;
- 6) Will submit an accurate program performance report no later than June 1 each year that represents staff and learner assessments of the accomplishments and slippages of this ABE project and the achievements of its adult learners over the time period from May 1 through April 30;
- 7) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Federal Adult Education Act program by any Federal department or agency;
- 8) Has not and will not pay any Federal funds to attempt to influence any Federal grant or agreement;
- 9) Will seek reimbursement under the Federal Adult Education Act only for expenditures that supplement, and do not supplant, monies that are, or should be, available from other sources;
- 10) Will use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, all monies paid under this application. School district ABE programs must use the UFARS accounting system.

- 11) Will request neither State nor Federal ABE aid to subsidize the costs of programming for students whose enrollment can generate any general education revenue (foundation aid);
- 12) Has vested control and administration of ABE funds provided under this application in the applicant agency and its designated fiscal agent(s), and will use those funds solely for the purposes of the authorizing legislation (M.S. 124D.52);
- 13) Will maintain control and title to property acquired with funds under this application through the appropriate public school district, or, if that is not feasible, will transfer title to the Minnesota Department of Education; and is maintaining an inventory of all property acquired under this application;
- 14) If delivering State ABE revenue through public schools, will require and ensure that all teachers hold a valid Minnesota K-12 teacher's license and ESL teachers hold a K-12 teacher's license or have a post-secondary degree (or MDE approved equivalent)
- 15) Will comply with the Contact Hour Policy document which establishes the allowable procedures and definitions regarding the counting and reporting of learner contact hours;
- 16) Will develop and implement a Memorandum of Understanding (MOU) with the local workforce development one-stop center;
- 17) Will file the written consortium agreement as prescribed by law with the State ABE office;
- 18) Will submit quarterly enrollment and contact hour information to the Consortium Chair;
- 19) The consortium will maintain an electronic (email) communications system that provides two-way communications between the consortium management and the state ABE office; and each partner will fully participate in the 5 year narrative plan process.
- 20) The consortium will provide delivery site information to the state literacy hotline administered by the Minnesota Literacy Council.
- 21) Each Participant to Metro East Consortium is required to fully understand and follow all Federal WIOA Legislation found here: <https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/wioa-reauthorization.html>
- 22) Each Participant to Metro East Consortium is required to fully understand and follow all Minnesota State ABE related Legislation

124D.51 to .57 found here:

<https://www.revisor.mn.gov/statutes/cite/124D>

23) Each Participant to Metro East Consortium is required to fully understand and follow all ABE Policies set forth by the Minnesota Department of Education found here:

<http://mnabe.org/abe-law-policy/mn-abe-policies>

24) New teachers hired by consortium members need to start CCRS Foundations training in their first year of teaching, unless they have already completed CCRS training in another program.

D. Direct all revenue intended for ABE Services, whether it be State, or Federal, to the fiscal agent on behalf of the Consortium, not including local program funding, grants and donations.

E. Agree to contribute to an annual fee to the fiscal agent for the financial management of the consortium, as set by the Board.

7. FISCAL AGENT.

ISD 622 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

- A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the Consortium.
- B. The fiscal agent shall develop formulas, pertaining to both revenues and expenditures, for the distribution of Consortium funds. Such formulas shall be submitted to the Board for approval. The total adult basic education aid for a program per prior year contact hour must not exceed \$32.00 per prior year contact hour. Any overages will be dispersed to other consortia members through the 11% cap method of overages.

- C. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.
- D. The fiscal agent shall submit application materials on behalf of the Consortium for State, Federal, and other grants.
- E. The fiscal agent shall submit all required State and Federal performance reports and fiscal reports.
- F. The fiscal agent shall file this Agreement with the Minnesota Department of Education as required by Minnesota Statutes Section 124D.521.
- G. The fiscal agent shall provide necessary assurances to State and Federal authorities.
- H. The fiscal agent shall keep all records on behalf of the Consortium.
- I. The fiscal agent shall perform all obligations and duties as set forth in Minnesota Statutes Section 124D.521, as amended.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, in which case any such liability shall be apportioned equally amongst the members.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing in this Agreement shall constitute a waiver of the

rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of each respective member to June 30, 2023, unless it is terminated prior to June 30, 2022 as a result of the Consortium being:

- A. Terminated by the mutual consent of the members;
- B. Suspended or superseded by a subsequent agreement between the members;
or
- C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

An individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice. Written notice must also be submitted to the Commissioner of the Minnesota Department of Education.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at

which the vote is taken.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of each respective member program, and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, by signing below, each party specifically acknowledges that it has read this Agreement, that it has had the opportunity to review this Agreement, and that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

Sara Guyette Date _____
Director of Business
Harmony Adult Basic Education Consortium
North St. Paul-Maplewood-Oakdale School District ISD 622

Shari Thompson Date _____
Director of Business Services
Roseville School District ISD 623

John Thein Date _____
Executive Director of Finance and Operations
Stillwater School District ISD 834

Bernice Humnik Date _____
Executive Director of Business Services
Mounds View School District

Dr. Steve Massey
Superintendent
Forest Lake Schools ISD 831

Date

Sally Welsh
St. Croix River Education District

Date

Allen Carlson
Superintendent
Ramsey County

Date

Nicki Olalde
Education Program Manager
Lyndale Neighborhood Association

Date