

## JOINT POWERS AGREEMENT

### AGREEMENT BETWEEN THE CITY OF MARSHALL AND INDEPENDENT SCHOOL DISTRICT #413 RELATING TO THE ESTABLISHMENT AND OPERATION OF A JOINTLY SPONSORED COMMUNITY EDUCATION AND RECREATION PROGRAM AND SHARED FACILITIES USE

AGREEMENT, as amended, on this **19th day of September 2022** by and between INDEPENDENT SCHOOL DISTRICT NO. 413, Marshall, Minnesota ("School District") and the CITY OF MARSHALL, a Minnesota municipal corporation ("City").

WHEREAS, the School District is organized for the purpose of providing public school education, including life-long learning opportunities, continuing education programs and associated recreation programs within its geographic boundaries; and

WHEREAS, the City is authorized to and does provide recreation and civic programs for citizens within its geographic boundaries; and

WHEREAS, the School District and the City ("Sponsors") desire to cooperate in the establishment and operation of a Community Education and Recreation Program, as that term is defined herein below in Article 1, within the total area encompassed by the boundaries of the City and the School District.

NOW, THEREFORE, the Sponsors hereby agree to as follows:

#### ARTICLE 1. JOINT POWERS AGREEMENT

1.1. Purpose: The Sponsors, in order to better coordinate education and recreation programs and facilities, to eliminate duplication of services, and to maximize the effectiveness of the services/programs offered do hereby establish a joint powers agreement to operate a Community Education and Recreation Program in accordance with Minnesota Statutes Sec. 471.59 and other applicable laws delineating the powers and duties of the Sponsors.

1.2. Definition: The Community Education and Recreation Program is defined as follows:

A program of social, educational, vocational and recreational services and coordination utilizing School District facilities, City park and recreation facilities, and private resources for all ages, for all social and economic groups residing within the geographic boundaries of the Sponsors. Services and programs **offered by Sponsors may be amended as agreed by Sponsors.**

#### ARTICLE 2. GOVERNANCE

2.1. Establishment: A joint powers board known as the Marshall Community Services Advisory Board ("Board") has been previously established through resolution upon signing of this Joint Powers Agreement by each Sponsor.

Each party hereto has been duly authorized by its governing body to execute this Agreement in furtherance of the purposes contained herein.

2.2. Powers: The Board is advisory in nature and shall have all expressed and necessarily implied powers and duties set forth in this Joint Powers Agreement and any Amendments thereto.

2.3. Membership and Term of Office: The Board shall consist of twelve (12) voting members, including one City Council member and one School Board member, jointly appointed by the Marshall City Council and the Marshall Board of Education. Reference the Agreement bylaws for the Procedure for the Appointment of Members to the Board.

- 2.4. Quorum: A quorum of the Board shall consist of seven (7) members.
- 2.5. Voting: Each member of the Board shall have one (1) vote on any matter presented for approval by the Board.
- 2.6. Meetings: The Board shall meet bi-monthly at times and places established by the Board. A schedule of such meetings shall be available at the City Administration Office and the Office of the Superintendent of Schools. Notice to members and the public of all meetings shall comply with the Minnesota Open Meeting Law.
- 2.7. Program Administration: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. This Individual, as designated by the City Administrator, shall serve as the Community Education Director and shall serve as a non-voting ex-officio member **of the Board**.
- 2.8. By-laws: The Board may create and modify policies or by-laws governing its procedures as it sees fit and amend or modify from time to time as it deems appropriate. Such policies or by-laws shall be approved by the City Council and the Board of Education. These policies or by-laws may include the time, location, and frequency of its regular meetings, the manner of calling special meetings, the duties and powers of its officers, and such other provisions as it may be useful and necessary for the efficient conduct of its business. No policy or by-law shall be adopted which conflicts with the provisions of the Agreement, the Joint Powers Act, the laws or rules of the State of Minnesota, or federal laws and regulations.
- 2.9. Conduct of Business: The Board may continue to conduct business at any meeting at which a quorum was present, even though a member or members have left the meeting and a quorum is no longer present.

The Board shall annually elect one (1) member to serve as Chairperson, one (1) member to serve as Vice Chairperson, and one (1) member to serve as Secretary. The Board may adopt such rules of procedure as it deems necessary and appropriate.

### ARTICLE 3. POWERS AND DUTIES

- 3.1. Specifications: The Board serves in an advisory capacity to the City Council and the Board of Education and shall have such powers and duties as specified in this Agreement or as may hereafter be assigned to it by written agreement and resolutions adopted by both the City and the School District that are in accordance with state law, as follows:
  - a. The Board shall serve in an advisory capacity to the City Council and Board of Education on all business relating to the operations, personnel, and budget for all services and programming the **S**ponsors jointly agree to offer. Reference Exhibit A for listing of operations applicable to this Agreement.
  - b. The Board shall plan and establish a joint community services program for the City and School District according to the needs of the community.
  - c. The Community Education Director shall work with the City and School District finance departments to facilitate financial matters and procedures.
  - d. The Board shall review the annual budget and develop recommendations that shall be submitted to the School District and City.
  - e. The Board shall be responsible to **monitor regularly**, the finances for operations of the City Community Services programs and the Marshall Board of Education budgets under Section 5.2.a. and other provisions of this Agreement, and to advise the Sponsors as deemed appropriate.
  - f. The Board shall make recommendations to the City Council and the Board of Education on amendments to rules, policies, or procedures in order to advance the purpose of this agreement.
  - g. The Board shall advise in the acquisition, development and maintenance of recreation and leisure facilities and parks.
  - h. The Board shall publicize and engage in collaborative programs and services.

ARTICLE 4. FACILITIES

- 4.1. Usage: Each Sponsor shall determine which of its lands, buildings, and equipment will be made available. Reference Exhibit B for a listing of facilities. Each Sponsor shall adopt a policy for the use of the facilities stating general policies, scheduling practices and priorities. Each use policy shall be approved by the respective governing authority.
- 4.2. Maintenance and Insurance: Each Sponsor will make their respective facilities available at no cost unless otherwise identified and mutually agreed upon to provide services and programs. Each Sponsor shall retain responsibility for maintaining their own respective facilities, including but not limited to: maintaining insurance, providing all utility, custodial, and maintenance services in a manner consistent with its use.

ARTICLE 5. PERSONNEL/ PROGRAMMING

- 5.1. Community Education Director: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. The City Administrator shall designate the individual as the Community Education Director. The City, with input from the Superintendent, will provide for annual performance evaluations for this employee in accordance with the City's policy.
- 5.2. Other Personnel:
  - a. The School District shall employ personnel or contract for such services and provide the budget necessary to implement, but not limited to the following programs: Early Childhood and Family Education, Adult Basic Education, Parent/Student Connectors, and Driver's Education.
  - b. The City shall employ or contract for such services and be responsible to provide the supervision and budget necessary to implement all other community education and recreation programming not specified in 5.2.a. above.
- 5.3. Supervision: The Community Education Director shall be responsible to oversee the supervision and evaluation of performance of **Driver Education** personnel employed by the School District as referenced in 5.2.a., and the City as referenced in 5.2.b. The personnel management and performance evaluation of personnel in these instances shall be performed in accordance with the respective Sponsor's policies and procedures utilizing established Sponsor forms. Reference Appendix A and B for respective organizational charts that may be updated as changes occur.

ARTICLE 6. FINANCES/ BUDGET

- 6.1. Community Education Revenue: The School District shall levy funds in accordance with Minnesota Statute 124D.20 for general community education, youth service programs, and youth after-school enrichment programs. Upon School District annual budgetary adoption, an itemized summary of the utilization/allocation of these funds shall be provided annually to the Board for review.
- 6.2. Transfer of Funds: The School District shall transfer levy and aid Fund 4 Community Education funding revenues to the City's General Fund for management of the Community Education and Recreation Programs. The transfer of funds to the City shall occur within thirty days of receipt of **funds** from the State, which occurs in February and October. The payments shall be made by check to:

City of Marshall  
Attn: Finance Director  
344 West Main Street  
Marshall, MN 56258

- 6.3. Budget Administration: The Community Education Director shall prepare an annual Community Services Division budget and submit the same for review to the Board. Upon recommendation by the Community Education Director, the City Council shall amend and adopt the Community Services Division budget.

The Community Education Director shall also prepare an annual budget to the Board related to the budget request to the Marshall Board of Education. Upon recommendation by the Community Education Director, the Marshall Board of Education shall amend and adopt those related budgets.

- 6.4. Board Financial Oversight: The Board shall be responsible to monitor the finances, including but not limited to, regular budget to actual expenditures of the operations of the City Community Services Programs and of the Marshall Board of Education budgets under 5.2.a. and other provisions of this Agreement. The Board shall advise the City Council and Board of Education on related financial matters as deemed appropriate.

## ARTICLE 7. INSURANCE

- 7.1. Sponsors Insurance: Each Sponsor agrees to maintain a commercial general public liability insurance policy and property insurance naming the other sponsor as an additional insured in amounts no less than the statutory limits of liability set forth in Minnesota Statutes Section 466.04. Each Sponsor agrees annually to provide and jointly review their respective copies of the Certificates of Insurance to:

Director of Business Services  
401 South Saratoga Street  
Marshall, MN 56258

Finance Director  
344 West Main Street  
Marshall, MN 56258

- 7.2. Workers Compensation: The Sponsors shall maintain workers compensation coverage and any other coverage required for employees of the respective organizations. Each Sponsor agrees to provide their respective copies of policies to the Sponsor representatives listed in article 7.1. above.
- 7.3. Indemnity: The Sponsors agree to indemnify and hold each other harmless for any and all liability, claims, and causes of action of any kind or nature which are related to the programs or services that may be offered under this Agreement.

## ARTICLE 8. DISPUTE RESOLUTION

- 8.1. Disputes: A dispute is defined as a disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Disputes between the Sponsors hereto shall be resolved utilizing the procedures set forth in this Article.
- 8.2. Notice: Written notice of the dispute shall be received in accordance with Article 10.1. The Superintendent and City Administrator shall, in turn, provide notice to all members of their respective governing authorities.

Meetings: The School District and the City shall meet within thirty days of written notice of the dispute. The Sponsors shall be represented by: Board of Education Chair, City of Marshall Mayor, School Superintendent, City Administrator and the Community Education Director. Where a dispute involves the Community Education Director, the Community Education Director may be excused from the meeting. The Sponsors shall formulate a recommendation to present to their respective governing bodies. These meetings are not subject to the requirements of the Minnesota Open Meeting Law, **pursuant to Minn. Statute §13D.05 Subd. 2(b)**.

- 8.3. **Mediation:** If the subject dispute cannot be resolved under the procedure established in Article 8.3., the Sponsors will engage in non-binding mediation through a mutually acceptable mediator. In the event the Sponsors are unable to agree on a mediator, a mediator will be selected through alternate striking from a list of names of mediators provided by the Bureau of Mediation Services. The Sponsors agree to **share the costs of mediation equally.**
- 8.4. **Resolution:** In the event the dispute cannot be resolved through mediation, any contractual dispute or dispute over liability for debts or distribution of assets shall be resolved through the courts as provided by law. All other non-resolved disputes shall be resolved through mutual consultant to terminate this Agreement in accordance with the provisions of Article 9, or as mutually agreed upon. Such agreement shall not relieve either Sponsor from financial or legal commitments entered into pursuant to this Agreement.

ARTICLE 9. REVIEW/ TERMINATION

- 9.1. **Review:** This Agreement shall be reviewed by the Board of Education and the City Council annually. The Community Education Director shall initiate review of the Agreement. Any amendments to the Agreement need to be reviewed, added, and agreed to by the Sponsors in accordance with Article 10.2.
- 9.2. **Termination:** This Agreement shall remain in effect and shall govern the jointly sponsored Community Education and Recreation Program and Shared Facilities Use, unless the Sponsors mutually agree to terminate this Agreement. If a Sponsor proposes to terminate without mutual agreement of the other Sponsor, the Dispute Resolution process in Article 8 shall govern. Upon termination of this Agreement, each Sponsor shall be responsible for any of its financial obligations incurred up to the date of completion of the termination. Upon termination of the Agreement, any assets belonging to the Board shall be distributed to the Sponsors as agreed by the Board, taking into consideration the entity whose funds furnished the assets and the entity that will use the assets and implement the programs following termination of the Agreement.

ARTICLE 10. GENERAL PROVISIONS

- 10.1. **Notices:** All notices required to be given under this Agreement shall be in writing and be addressed to the Board of Education Chairperson, Mayor of the City, and the Marshall Community Services Advisory Board Chairperson.

<p>Marshall Board of Education Chairperson 401 South Saratoga Street Marshall, MN 56258</p> <p>MCS Advisory Board Chairperson 344 West Main Street Marshall, MN 56258</p>	<p>Mayor, City of Marshall 344 West Main Street Marshall, MN 56258</p>
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Copies shall be sent to the School Superintendent and City Administrator.

Independent School District #413 Superintendent  
401 South Saratoga Street  
Marshall, MN 56258

Marshall City Administrator  
344 West Main Street  
Marshall, MN 56258

All notices shall be sent via certified mail, return receipt requested, or personally delivered and shall be deemed given upon delivery.

- 10.2. **Amendments:** This Agreement may be amended by approval of each of the Sponsors and filed with the Board.

- 10.3. Savings 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 purposes of this Agreement taken as a whole can be made operative. Should any provision be found unlawful, the Board of Education and /or City Council shall attempt to agree upon an amendment to this Agreement to replace the unlawful part.
- 10.4. Captions: Captions used in this Agreement are for reference purposes only and shall not be considered in interpreting the substance of this Agreement.
- 10.5. Entire Agreement: The Agreement, together with any exhibits attached hereto, constitutes the entire understanding and agreement of the parties hereto in relation to the subject matter hereof. This agreement supersedes all prior agreements, written or oral, between the City and the School District, and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the City and the School District.

ARTICLE 11. NONDISCRIMINATION

- 11.1. Access: Access to Community Education and Recreation Programs and Shared Facilities Use Agreement shall be available to all residents of the Sponsoring agencies without regard to race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.
- 11.2. Employment: No applicant for employment or employee hired pursuant to the Agreement shall be discriminated against with respect to that person's race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.

IN WITNESS WHEREOF the sponsors hereto have caused this agreement to be executed by their respective duly authorized officers pursuant to the authority granted by the attached resolutions adopted by the City Council of Marshall and the Board of Education of Independent District No. 413.

Marshall Public Schools ISD 413

City of Marshall

\_\_\_\_\_  
Board of Education Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
School Board Clerk

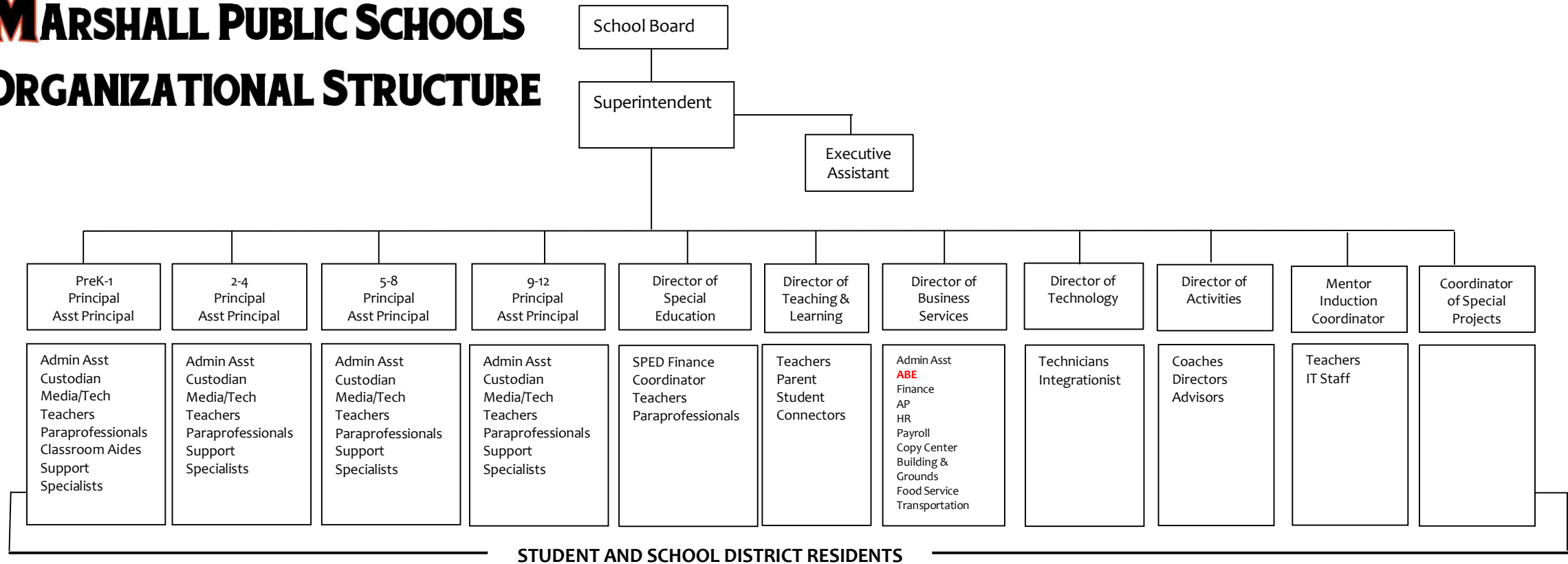
Date: \_\_\_\_\_

Date: \_\_\_\_\_



# MARSHALL PUBLIC SCHOOLS

## ORGANIZATIONAL STRUCTURE



### SCHOOL BOARD APPOINTMENTS

Jeff Chapman, Chair  
 Matt Coleman, Vice-Chair  
 Aaron Ziemer, Treasurer  
 Bill Mulso, Clerk  
 Bill Swope, Director  
 Sara Runchey, Director

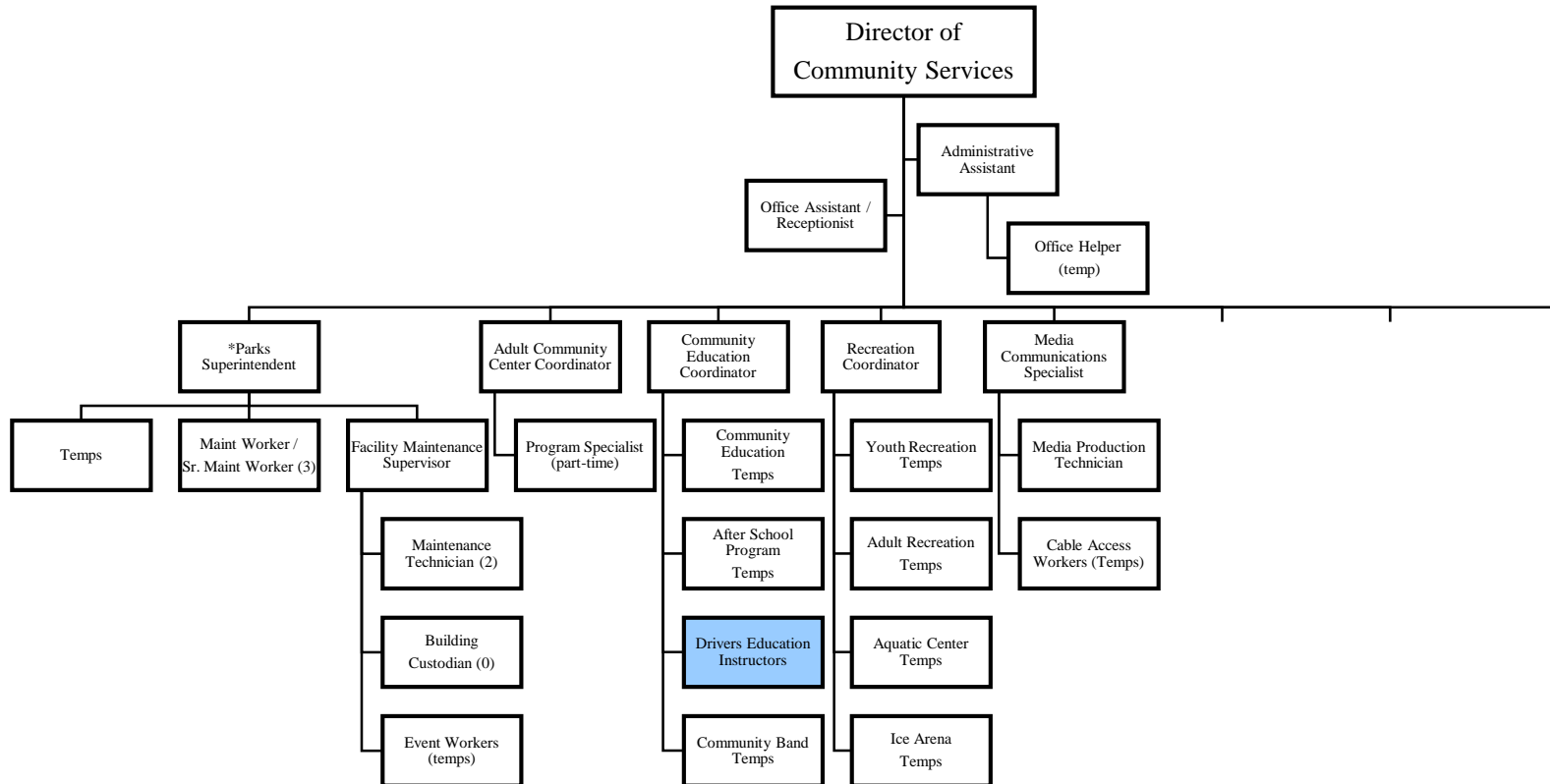


### DISTRICT ADMINISTRATION

Jeremy Williams, Superintendent  
 Dion Caron, Director of Business Services  
 Beth Ritter, Director of Teaching & Learning  
 Jackie Budden, Director of Special Education

**Mission: To educate, support and prepare all learners for success.**  
**Vision: To be the premier school district where every student is inspired every day.**

# Organization Chart—Community Services City of Marshall, Minnesota



\*Responsibility Facilities:  
 City Parks/Trails  
 Red Baron Arena & Expo Center  
 Aquatic Center

Blue shaded boxes reflect a Joint Powers Agreement program with the School District. Personnel paid on a contract basis by the School District, as agreed upon by the Director of Community Services and the School District Director of Business Services. City Staff provide supervision. Personnel reporting to the Director of Community Services also report directly to the School District Director of Business Services.



FACILITIES

School Facilities

City Facilities

Park Side Elementary	American Legion Field Park
Southview Elementary	Marshall Aquatic Center
Marshall Middle School	Liberty Park
Marshall High School	Independence Park
MA-TEC	Adult Community Center
District Office	Red Baron Arena & Expo
MPS Outdoor Practice Fields	Memorial Park
CTE Center	Justice Park
	Freedom Park
	Channel Parkway Softball Complex
	Victory Park
	Patriot Park
	Municipal Building
	Marshall Lyon County Library
	Merit Center
	Amateur Sports Complex

EXHIBIT A

JOINT PROGRAMS/ SERVICES \*

Southwest Regional Amateur Sports Commission (REC)  
    Adult Basic Education (CE)  
    Driver's Education Program (CE)  
    After School Program all locations (CE)  
Youth Programs in Community Education and Recreation (CE & REC)  
Adult Programs in Community Education and Recreation (CE & REC)  
    Senior Adult Programming (CE & REC)  
    Youth Enrichment Grants (CE)  
    Outdoor Rec Grants (CE & REC)  
Facilities usage and scheduling including sports associations (CE & REC)  
    Community Services Fund Support (Crossing Guards)  
    School Resource Officer (CE)  
    Community Policing and Safety (CE & REC)  
Cable Access Programming and Productions (CE & REC)

CE=Community Education

REC=Recreation

\*This listing of programs may or may not be all inclusive of the programs/services governed by this Agreement. Program and service opportunities may change over time.

## **APPENDIX C BYLAWS**

### Procedure for the Appointment of Members to the Marshall Community Services Advisory Board

The Marshall Community Services Advisory Board (hereinafter referred to as the Board) shall consist of twelve (11) voting members who shall be from the following groups:

- a. One (1) Marshall Board of Education member to be selected by said board annually.
- b. One (1) Marshall City Council liaison member to be appointed by the Mayor annually.
- c. Nine (9) members at large to be appointed as mutually agreed on a majority vote basis by the Board of Education and the City Council.
- d. The City Administrator, Director of Community Services, and Director of Business Services shall serve as non-voting, ex-officio members of the Board.

At large positions shall be for a term of two (2) or three (3) years, as designated. No member shall serve more than two (2) consecutive terms.

Qualifications for membership on the Board shall be determined by the appointing authority.

The procedure for the selection and appointment of the at-large members shall include the establishment of a selection committee comprised of: the City Council member appointed to the Board. The Board of Education member appointed to the Board, and the Mayor of the City of Marshall. The selection committee shall screen candidates and select candidates to recommend for appointment. Both the City Council and the Board of Education shall confirm the appointment of each selected candidate(s). This procedure shall be initiated on an annual basis in sufficient time to have appointments effective by the 28<sup>th</sup> day of February.

In instances where a vacancy occurs during the term of an at large member, the Board of Education and City Council shall appoint a new member to serve the remainder of the term. In the case of vacancy of a permanent member (Board of Education or City Council representative), the appropriate authority shall appoint a new member.

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