



## Northern Lights Special Education Cooperative

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**Cathy Tryggestad ~ Special Education Director**

### **Northern Lights Special Education Cooperative Agreement**

THIS AGREEMENT entered into by and between Independent School Districts: Barnum ISD #91, Barnum Public Schools; Carlton ISD #93, Carlton Public Schools; Cloquet ISD #94, Cloquet Public Schools; Cromwell-Wright ISD #95, Cromwell Public Schools; Esko ISD #99, Esko Public Schools; Hermantown ISD #700, Hermantown Public Schools; Lake Superior ISD #381, Silver Bay/Two Harbors Public Schools; McGregor ISD #004, McGregor Public Schools; Moose Lake ISD #97, Moose Lake Public Schools; Proctor ISD #704, Proctor Public Schools; Willow River ISD #577, Willow River Public Schools; and Wrenshall ISD #100, Wrenshall Public Schools; hereinafter referred to as "Member Districts".

#### **WITNESSETH:**

WHEREAS, Minnesota Statutes, Section 120.17 requires Member Districts to provide special education services for all their resident students who are disabled as defined in Minnesota Statutes, and

WHEREAS, the Member Districts recognize the need to provide free and appropriate learning opportunities to their resident students eligible for special education services; and

WHEREAS, it is felt by each Member District that selected special education services can best be accomplished by cooperative efforts.

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

#### **1. ESTABLISHMENT OF COOPERATIVE**

That hereby there is established a Special Education Cooperative, to be known as the Northern Lights Special Education Cooperative.

- A. Northern Lights Special Education Cooperative staff includes:  
Director of Special Education, Occupational Therapists, Physical Therapists, Teacher of Physically Disabled, Teachers for Deaf/Hard of Hearing, Autism Consultant, Education Audiologist, Work Based learning Coordinators, Early Childhood and Child Find Coordinators, K-12 Special Education Coordinators, Technology Coordinator, Business Manager, Administrative Assistant, and Data Manager/Office Assistant.

#### **2. PURPOSE OF AGREEMENT**

The purpose of this Agreement shall be to provide by cooperative efforts, selected special education services within the geographical boundaries of the Member Districts for children and youth identified as disabled under Minnesota special education eligibility criteria.

### **3. Cooperative Board**

- A. The special education services shall be accomplished by creation of a Cooperative Board; Member Districts shall be represented on the Cooperative Board by individual selected by the School Board of that district.
- B. The school board shall select an alternate representative in the event that the appointed member is unable to attend. The board representative and alternate shall be the district superintendent or a school board member. Only the appointed board member and the alternate school board member shall have voting rights.
- C. The Director of the Special Education Cooperative shall also be an ex-officio member of the Cooperative Board.
- D. A quorum of seven (7) of the twelve (12) member must be present for Board action. Cooperative Board action shall be passed by a minimum of seven (7) of the (12) twelve member districts.
- E. The Cooperative Board Chair will preside over all Cooperative Board meetings and will consult with the Director of Special Education on specific Board concerns and the proposed meeting agenda at least one (1) week prior to scheduled Cooperative Board meetings.

### **4. COOPERATIVE BOARD RESPONSIBILITIES**

The responsibilities of the Special Education Cooperative Board shall be as follows:

- A. To review the application for, receipt of, and administration of educational funding and to review and monitor the administration of these funds in such a way as to accomplish the purpose of this Agreement.
- B. To provide for a thorough and continuing system of reporting to and communicating with the School Board of each Member District.
- C. To contract with a Member District to act as the host district of the Northern Lights Special Education Cooperative, the director of special education or designee shall be responsible for preparing such reports as are necessary for the State and other agencies and filing for claims for reimbursement and State and Federal funds to which the Cooperative may be entitled.
- D. To employ through a Member District, a Special Education Director who shall be licensed according to the Minnesota State Rule and who shall be responsible to the Cooperative Board for the administration of Northern Lights Special Education services provided to member districts.
- E. To recommend to the Member Districts, as host districts, employment of professional and other skilled or unskilled personnel as and when the need arises either on the basis of permanent employment through contractual agreements, or on a temporary or consulting capacity to the extent that funds have been made available to the Special Education Cooperative through the federal host and/or Member Districts for that purpose.
- F. To adopt by-laws to govern the operation of the Special Education Cooperative and its program.
- G. To conduct meetings on a regular basis and such other special meetings as requested by the Director of Special Education or School Boards of any Member District.
- H. To establish a sound financial program and an effective system of record keeping.
- I. To establish and adopt policies and guidelines for the operation of the educational services to be provided, including method of funding, method of allocation of costs of services among members and methods by which non-members be assessed for services.

- J. To approve an operating budget for each fiscal year, including a proposed allocation among Member Districts, and to submit a proposed budget to the School Boards of all Member Districts no later than June 1<sup>st</sup> of each year.
- K. To delegate to the Director of Special Education or his/her designee, the duties of supervision and formal evaluation of Cooperative staff.

**5. POWERS AND DUTIES OF HOST DISTRICT**

The Host District shall be responsible for the fiscal affairs related to federal and state special education statutes and in such capacity, shall receive all monies for the Cooperative and shall pay all bills submitted for reimbursement.

**6. OPERATING BUDGET**

The Special Education Director shall submit a proposed operating (planning) budget (budget shall include all salaries, proposed equipment, purchases, supplies, etc.) for the next fiscal year to the Cooperative Board no later than May 1<sup>st</sup> of each year. The (planning) operating budget must be approved by a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board Members present before being submitted to the School Boards of all Member Districts no later than June 1<sup>st</sup> of each year. The Member District School Boards shall either approve or reject the proposed budget by written resolution submitted to the special education director on or before September 1<sup>st</sup> (see Appendix A). In the event that a Member District rejects the proposed budget, this shall constitute notice that the Member District is withdrawing from the Special Education Cooperative effective June 30<sup>th</sup> of the following calendar year. The withdrawing Member District will pay the same allocation of the Cooperative expenses as it did for the preceding fiscal year.

A proposed planning budget will be submitted to the Cooperative Board May 1<sup>st</sup> of the fiscal year prior to the year of implementation. The working budget will be submitted to the Cooperative Board for approval as current year federal flow through entitlement information is available from the Minnesota Department of Education. A final budget for the prior fiscal year will be submitted to the Cooperative Board for approval by October 15<sup>th</sup> of the current fiscal year. The working operating budget must be approved by a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board members present.

**7. NON-BUDGETED EXPENSES**

Non-budgeted expenses incurred during the course of the operating year shall be approved by a minimum of seven (7) of the twelve (12) voting eligible Cooperative Board Members present.

**8. ADDITION OF MEMBER DISTRICTS**

A School District may become a member of the Special Education Cooperative upon application to the Cooperative Board and approval of a minimum of seven (7) of the twelve (12) eligible voting Cooperative Board Members present. Any new Member District shall execute a consent to abide by the terms of this Agreement. Any expenses incurred to the Cooperative as a result of the addition of a new Member District shall be determined at the time the district joins the Cooperative. Expenses will be mutually agreed upon by current Member Districts and the applying district.

**9. WITHDRAWAL OF MEMBER DISTRICTS**

Any Member District may withdraw by resolution of its School Board and upon written notice given to the Special Education Director a minimum of twelve (12) months prior to June 30<sup>th</sup> of the following year. Any expenses incurred to the Cooperative as a result of the withdrawal of a Member District, including, but not limited to, post retirement benefits,

including but not limited to, TRA and FICA, worker's compensation and unemployment obligations, shall be determined at the time the district withdraws from the Cooperative. Expenses will be mutually agreed upon by the withdrawing district and the remaining Member Districts.

#### **10. DISSOLUTION OF COOPERATIVE**

This Agreement shall continue in force until terminated by vote of seven (7) of the twelve (12) eligible voting Cooperative Board Members at a full meeting of the Cooperative Board. Such termination, however, shall not become effective until June 30<sup>th</sup> of the following year.

In the event of the dissolution of the Special Education Cooperative, any funds, equipment and/or materials shall revert to those Districts comprising the Cooperative at the time of the dissolution after payment of all outstanding debts and obligations according the following formula:

- Sealed bids for equipment, supplies, technology and furniture, shall be received by the Cooperative host district on behalf of the Cooperative from interested Member Districts with sale awarded to the highest bidder.
- Amount received from sale of equipment and/or materials, together with any remaining funds shall revert to those Districts comprising the Cooperative at the time of dissolution according to the formula currently used to allocate federal special education flow through dollars to member districts (reference #11). Any outstanding debts or obligations remaining unpaid after liquidation of Cooperative assets shall remain the responsibility of the Member Districts.

#### **11. ALLOCATION OF EXPENSES**

The Cooperative, ~~on behalf of Cloquet ISD #94 (Federal fiscal host)~~, shall bill each of the Northern Lights Special Education Cooperative Member Districts on a quarterly basis for its prorate share of the administrative costs of the Cooperative based on the following formula: forty percent (40%) of the total costs each district shares equally with the remaining costs based upon sixty percent (60%) of each District's total enrollment of the previous school year.

# NORTHERN LIGHTS SPECIAL EDUCATION COOPERATIVE

## COOPERATIVE AGREEMENT

IN WITNESS WHEREOF, THIS AGREEMENT ENTERED INTO BY THE ACTION OF THE GOVERNING BODY OF EACH ORIGINAL SIGNATORY, AND IN ATTESTATION THEREOF THIS INSTRUMENT IS SIGNED IN THEIR RESPECTIVE NAMES BY DIRECTION OF THE BOARD OF EDUCATION THROUGH THEIR RESPECTIVE CHAIRPERSON AND CLERKS.

\_\_\_\_\_ Independent School District No. \_\_\_\_\_

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date