

EAST CENTRAL MINNESOTA CABLE COOPERATIVE JOINT POWERS
AND COOPERATIVE AGREEMENT

AMENDED APRIL 8, 2026 - EFFECTIVE JULY 1, 2026

I. PREAMBLE

This Agreement is made pursuant to Minnesota Statute § 471.59 and the parties to this Joint Powers and Cooperative Agreement (“Agreement”) are governmental units.

II. GENERAL PURPOSE

The general purpose of this Agreement is to establish an organization through which the parties hereto may jointly and cooperatively provide research, planning, purchasing, development, implementation and programming of Shared Technical Systems and Services to assist the parties in providing educational services in Minnesota.

III. NAME

The name of the organization hereby created is East Central Minnesota Educational Cable Cooperative, hereinafter called the Commission.

IV. DEFINITION OF TERMS

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given them by this Article.

Section 1. “Board” or “Board of Directors” means the governing body of the Commission.

Section 2. “Commission” means the organization created pursuant to this agreement.

Section 3. “Directors” means the persons appointed pursuant to this Agreement to serve as Directors, and includes alternate Directors when serving as Directors.

Section 4. “Operating Committee” means the committee consisting of an administrator or staff member appointed as the Operating Committee member by each Party or Associate Party.

Section 5. “Party” means a school district, educational institution, or other governmental unit, which has entered into this Agreement with full membership rights and obligations, unless designated an Associate Party under Section 6.

Section 6. “Associate Party” means a school district, educational institution, or other governmental unit, which has entered into this Agreement and is designated by the Board as an Associate Party. Associate Parties shall have all the same rights and

obligations and shall be included under, and subject to all provisions applicable to Parties unless otherwise stated. Associate Party Directors or Associate Party Alternate Directors may participate in Board meetings, but they have no voting rights and may not serve as an officer of the Board.

Section 7. “Shared Technical Systems and Services” means any system that utilizes technology to improve the delivery or efficiency of services related to communication, instruction, professional development, or other initiatives that may assist the Parties or Commission in carrying out their purposes.

V. PARTIES

Parties to this Agreement are: Becker, Braham, Brandon-Evansville, Cambridge-Isanti, Chisago Lakes, East Central, Hinckley-Finlayson, Isle, Milaca, Mora, North Branch, Ogilvie, Osakis, Pine City, Princeton, and Rush City School Districts, and Pine Technical and Community College. Any other school district, educational institution, or other governmental unit in Minnesota may become a Party upon approval by a majority of the Directors pursuant to Article IX, Section 6, and upon payment of an initial contribution determined by the Board.

VI. ASSOCIATE PARTIES

Associate Parties to this Agreement are: Elk River, and Sauk Centre. Any other school district, educational institution, or other governmental unit in Minnesota may become an Associate Party upon approval by a majority of the Directors pursuant to Article IX, Section 6, and upon payment of an initial contribution determined by the Board.

VII. EFFECTIVE DATE

A governmental unit may enter into this Agreement by duly executing a copy of this Agreement and by filing such copy, together with a certified copy of the authorizing resolution, with the Board Chairperson.

VIII. POWERS AND DUTIES OF THE COMMISSION AND PARTIES

General Authority. The Commission is established for the purposes of coordinating study, purchasing, implementation, maintenance and administration of educational Technical Systems and Services which will assist Parties and Associate Parties in accomplishing their educational goals. The powers and duties of the Commission shall be accomplished by its Board and Operating Committee. The following divisions of authority and responsibility shall exist:

- Section 1. Powers and Duties of Parties. The Parties shall retain all powers and duties except such powers and duties as are specifically granted to others in this Agreement or necessarily implied from those specifically granted.
- Specifically, the Commission shall have no powers and duties in the following areas and the Parties retain sole authority in the following areas:
- A. Programming. The Party or Associate Party that produces an educational program retains authority over the content of the educational programming, to the extent such programming is consistent with any rules established pursuant to Section VIII, (2)(D) of this Agreement.
 - B. Budget/Contributions. Each Party retains authority to review and vote on approval of all budgets of the Commission, as well as all contribution amounts that Parties may be required to pay to the Commission. No budget shall become effective upon the Commission without prior approval of by a majority of the Parties to this Agreement. Associate Parties do not retain authority to vote under this provision.
 - C. Staff. Each Party retains authority to review and vote on approval of all staff positions, which may be created by the Commission. No staff position may be created by the Commission without prior approval by a majority of the Parties to this Agreement. Associate Parties do not retain authority to vote under this provision.

- Section 2. Powers and Duties of the Commission. Subject to the provisions of Section 1, the following powers and duties are delegated by the Parties to the Commission.
- A. Study Duties. The Commission shall have authority to conduct research and undertake the necessary studies and investigation into alternatives to successfully accomplish the purposes of this Agreement.
 - B. Equipment. The Commission shall have authority to make policy decisions regarding the equipment and method of purchasing the equipment, which will make up any Technical System or Service established by, or recommended by the Commission.
 - C. Contracting and Purchasing. The Commission shall have authority to make such contracts and enter into such agreements, as it deems necessary to make effective any power granted to it, or perform any duties imposed upon it by this Agreement, or delegated to it by a Party. The Commission may Contract with any of the Parties or others to provide space, services or materials.

- D. Rules. The Commission shall have authority to develop rules regarding access and content of programming of any Technical System or Service established by, or recommended by, the Commission.
- E. Complaints Relating to Vendors. The Commission shall have the authority to receive and attempt to resolve any complaints relating to vendors and report the outcome to any affected Party.
- F. Programming. The Commission shall have the authority to develop programming for use by Parties.
- G. Performance Evaluation. The Commission shall have the authority to cause technical evaluations of any Technical System or Service established by the Commission whenever the Commission concludes that such evaluations are required or desirable.
- H. Technology and State of Art Review. The Commission shall have the authority to continuously review changes and developments related to Technical Systems and Services and facilitate the upgrading of any Technical Systems or Services established by the Commission.
- I. Mediation of Parties. The Commission shall have the authority to mediate disputes arising between Parties and/or Associate Parties, if submitted to the Commission for resolution.
- J. Gifts/Grants. The Commission shall have the authority to accept gifts, apply for and use grants, and may enter into agreements required in connection therewith, and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.
- K. Annual Report. At the time a budget is prepared each year, the Commission shall prepare a report to the Parties describing and summarizing its functions and activities for the preceding year, and its goals and objectives for the following year.
- L. Coordination and Defense of Civil Lawsuits. The Commission shall have the authority to, at the request of a Party or Parties, provide assistance and coordination regarding the defense of any lawsuit pertaining to Technical Systems or Services, or the enforcement of Technical System or Service contracts. Any such requested assistance or coordination shall be paid for by the Party or Parties requesting it. Defense of lawsuits in which the Commission is named as defendant shall be handled in a manner decided by

the Commission.

- M. Rates and Charges. The Commission shall have the authority to maintain records of rates and charges and advise the Parties of any requested changes to rates or charges.
- N. Consultations and Legal Counsel. The Commission shall have the authority to contract with such persons or entities as it deems necessary to accomplish its powers and duties.
- O. Staff. The Commission shall have the authority to hire personnel to fill all staff positions which have been approved by a majority of the Parties to this Agreement.
- P. Bills and Charges. The Commission shall have authority to contract for needed supplies, services and equipment and to pay for such from its budget and to maintain an account with a bank for such purpose and for deposit of all sums received by it.

IX. BOARD OF DIRECTORS

- Section 1. General Powers. The property, affairs and business of this Commission shall be managed by the Board of Directors. However, between meetings of the Board, the Operating Committee shall have the authority to exercise all of the powers and duties of the Commission except as otherwise directed by the Board.
- Section 2. Qualifications; Appointment; Notices. Each Party shall be entitled to appoint two (2) Directors and one (1) alternate Director, and shall give written notice of such appointment to the Board Chairperson. Such notice shall include the mailing address of the person so appointed. An alternate Director may serve as a Director when one of the Party Directors cannot serve or is absent.
- Section 3. Officers Selection. The Board shall elect the Board officers from its Directors at the annual September Board meeting. Associate Party Directors may not serve as officers.
- Section 4. By-Laws. The Board shall adopt By-Laws governing the procedures of the Board and the Operating Committee including, but not limited to, the time, place and frequency of meetings. The Board may amend the By- Laws from time to time by either of the following methods:
 - A. A proposed By-Law amendment may be submitted by a Director at any regular meeting. It shall then be referred to the Operating Committee for its

recommendation. The recommendation shall be presented to the Board and voted upon at that or a subsequent meeting of the Board; or

- B. A proposed By-Law amendment may be submitted by a Director by giving written notice thereof to all other Directors at least fourteen (14) days prior to a Board meeting at which it is to be acted on. The proposed amendment shall then be referred to the Operating Committee for its recommendation. The recommendation shall be presented to the Board at the meeting stated in said notice and voted upon at that or a subsequent meeting of the Board.

In no event shall a proposed By-Law amendment be acted upon without a review by the Operating Committee. The Operating Committee shall act upon a proposed By-Law amendment within sixty (60) days of receiving such proposed change.

- Section 5. Compensation. Directors shall serve without compensation from the Commission no matter in what capacity they serve, but this shall not prevent a Party from providing compensation for its Directors if such compensation is authorized by the Party and by law.
- Section 6. Voting. There shall be no voting by proxy, but Directors may participate and vote from remote sites. Directors at remote sites shall be considered present when they can be seen and heard at all participating sites. Each Party shall have one (1) vote, and votes must be cast at a Board meeting. Directors shall not be eligible to vote if they represent a Party that is in default on any contribution or payment to the Commission. During the existence of such default, the votes allotted to such Party shall not be counted for any purposes under this Agreement. Associate Parties shall not be entitled to vote under any provision of this Agreement requiring approval or action by the Board of Directors.
- Section 7. Term; Resignation. Directors shall serve, at the pleasure of the Party appointing them, a term of two (2) years. Directors may be reappointed at the pleasure of the Party appointing them. A Director may resign at any time by giving written notice to the Chairperson of the Board, effective upon the date stated in said notice, or if no date is stated, effective upon receipt by the Chairperson. Board acceptance of a resignation is not necessary to make it effective.
- Section 8. Vacancies. A vacancy on the Board, created by any cause, shall be filled, for the remainder of the term by the Party whose Director position is vacant.
- Section 9. Quorum and Manner of Action. A majority of the Parties to this Agreement shall constitute a quorum of the Board, and the act of such majority shall be the act of

the Board. Directors may participate from remote sites and shall be considered present when they can be seen and heard at all participating sites.

Section 10. Annual and Regular Meetings. An annual meeting of the Commission shall be held in September of each year to elect officers of the Board and for transaction of any other business to come before the meeting. A regular meeting shall be held in April to review activities of the Operating Committee, to review the annual report to the Parties, and to approve a budget for the following year.

Section 11. Special Meetings. Special meetings of the Board may be called (i) by the Board Chairperson, (ii) by the Operating Committee, or (iii) by the Board Chairperson or Operating Committee upon the written request of a majority of the Parties. Three (3) days written notice of special meetings shall be given to the Directors. Such notice shall include the agenda for the special meeting. Only matters set forth in the agenda shall be considered at the special meeting.

Section 12. Notice. Notice of the regular and annual meetings of the Board shall be given to the Directors by the Commission at least seven (7) days in advance and the agenda for such meetings shall accompany the notice. Business at annual and regular meetings of the Board is not limited to matters set forth in the agenda.

X. OFFICERS/COMMITTEES

Section 1. Number; Election; Qualifications. The officers of the Commission shall consist of a Chairperson of the Board, a Vice Chairperson of the Board and a Secretary/Treasurer. All officers shall be Directors. Associate Party Directors shall not serve as officers. Each officer shall be elected at the annual meeting by the Board and shall hold office until the next annual election of officers and until a successor has been elected or until earlier disqualification, death, resignation or removal. New officers shall take office at the adjournment of the annual meeting of the Board at which they were elected. Not more than one (1) Director of a Party shall be elected an officer during the same term. Directors of a Party that have given notice of withdrawal shall not be eligible to become officers or to vote on the selection of officers. Any officer who ceases to be a Director shall at the same time cease to be an officer.

Section 2. Resignation. Any officer may resign at any time by giving written notice of his/her resignation to the Board, to the Chairperson of the Board or to the Secretary/Treasurer. The resignation shall take effect at the time specified therein or, if no time is specified

therein, upon receipt thereof by said Board, Chairperson of the Board or Secretary/Treasurer. Board acceptance of a resignation shall not be necessary to make it effective.

Section 3. Removal. Any officer may be removed, with or without cause, by a majority of the Parties to this Agreement at any meeting of the Board, provided that such purpose is stated in the meeting notice.

Section 4. Vacancies. A vacancy in any office because of disqualification, death, resignation or removal shall be filled for the unexpired portion of the term in the manner prescribed herein for election to that office.

Section 5. Chairperson of the Board; Vice Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board and shall perform all duties incident to the office of Chairperson of the Board and such other duties as may be delegated by the Board. The Vice Chairperson of the Board shall act as Chairperson of the Board in the absence of the Chairperson of the Board.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall be responsible for keeping a record of all of the proceedings of the Board. The Secretary/Treasurer shall be responsible for such other matters as shall be delegated to him/her by the Board.

Section 7. Other Officers. The Board may appoint such other officers as it deems necessary. All such officers shall be Directors. Associate Party representatives shall not serve as "other officers."

Section 8. Committees. The Board may appoint such committees as it deems necessary or desirable to accomplish its purposes. Associate Party representatives may serve on a committee, but shall have no voting rights.

XI. OPERATING COMMITTEE

Section 1. Qualifications. The Operating Committee shall consist of an administrator or staff member appointed by each Party. Associate Party representatives may participate, but shall have no voting rights.

Section 2. Authority. The Operating Committee shall have the authority to manage the property, affairs and business of the Commission between Board meetings, but at all times, shall be subject to the control and direction of the Board.

Section 3. Chairperson of the Operating Committee. The Chairperson of the Operating Committee shall be elected annually at the first meeting of the Operating Committee after July 1. The Chairperson shall hold office until a successor has been elected or

until earlier disqualification, death, resignation or removal. The Chairperson shall preside at meetings of the Operating Committee.

Section 4. Meetings. The Operating Committee shall meet as needed to conduct the business of the Commission, but a minimum of three (3) times during the fiscal year, at a time and place to be determined by the Operating Committee. Special meetings may be called by the Chairperson of the Operating Committee, by any other two (2) members of the Operating Committee, or by the Commission. The date and place of the special meeting shall be fixed by the person or persons calling it. At least seventy- two (72) hours (from the time the notice is sent) advance notice of a special meeting shall be given to all members of the Operating Committee by the person or persons calling the meeting. The notice shall state the matters to be considered at the special meeting and only those matters shall be considered at that meeting.

Section 5. Personnel. The Operating Committee shall have authority to hire, supervise and discharge employees, but the positions and compensation shall be within the staff and budget limitations authorized by the Board. The Operating Committee may make any required employer contributions which local government units are authorized or required to make by law.

Section 6. Quorum and Manner of Action. A majority of Operating Committee members with voting rights shall constitute a quorum, and the act of such majority shall be the act of the Operating Committee. Operating Committee members may participate from remote sites and shall be considered present when they can be seen and heard at all participating sites.

XII. FINANCIAL MATTERS

Section 1. Fiscal Year. The fiscal year of the Commission shall be July 1 through June 30.

Section 2. Membership Contribution. Excluding Associate Parties, each Party shall contribute an amount based on a fee structure which has been approved by the Board by September 30 of the year prior to the year when the fee structure will be implemented.

Section 3. Associate Party Contributions. Contributions or expenses required to be paid by Associate Parties are Subject to the separate agreement between the Commission and that Associate Party upon entering this Agreement.

Section 4. Payment. Contributions, pursuant to Section 3, shall be due in full on each January 15, or by such installment method as the Commission shall determine. Contributions shall be due in full, or in accordance with an installment plan, within forty-five (45) days

after the date of the billing statement from the Commission.

- Section 5. Default. If payment has not been made within that time, a Party will be in default. The Commission may recover any contribution in default by a civil suit, and the defaulting Party, in such case, shall pay all costs of the suit, including reasonable attorney's fees.
- Section 6. Budget Process. A Proposed budget shall be formulated by the Operating Committee, approved by the Board at the April Board meeting, and submitted to the Parties each year, together with an annual report outlining the past activities of the Commission and its goals and objectives for the following year.
- Section 7. Expenditures. The Commission may expend its funds as it deems necessary and appropriate pursuant to this Agreement.
- Section 8. Annual audit. The Commission shall arrange for an annual financial audit to be completed by an independent auditor by November 1 of each year, or at such other times as the Board may direct. A summary of the audit report shall be given to each Party. The Commission's books and records shall be available for, and open to, examination and copying by the Parties and their representatives at all reasonable times.

XIII. WITHDRAWAL

- Section 1. Withdrawal. Any Party giving notice by January 1 may withdraw from this agreement effective July 1 of the same calendar year, pursuant to Section 2 of this article.
- Section 2. Notice. A Party withdrawing from the Commission shall give written notice to the Chairperson of the Board, and include with such notice a certified copy of the Party resolution stating its decision to withdraw from the Commission. The withdrawal notice shall be effective upon actual receipt of such notice and resolution by the Chairperson of the Board. The Chairperson of the Board shall forward a copy of the notice and resolution to each Party and Associate Party.
- Section 3. Financial Effect of Withdrawal. No financial benefit shall inure to a Party or Associate Party that withdraws from this Commission nor shall there be any reimbursement for any contribution made by the withdrawn Party or Associate Party. A Party or Associate Party that withdraws from this Commission shall cease to receive any services or benefits provided by the Commission.

XIV. AMENDMENTS

Section 1. Amendments. This Agreement may be amended only by written amendment entered into by all the Parties to this Agreement in the same manner as this Agreement is entered into pursuant to Article VII hereof.

XV. DISSOLUTION

Section 1. Duration of Commission. The Commission shall be dissolved if less than four (4) Parties, excluding Associate Parties, remain, or by operation of state or federal law or regulation, now or hereafter enacted, or by mutual signed agreement of all of the Parties, excluding Associate Parties.

Section 2. Distribution of Assets. Upon dissolution of the Commission, all remaining assets of the Commission, after payment of all obligations, shall be distributed among the Parties to the Agreement at the time of dissolution, in proportion to their contributions and in accordance with procedures established by the Commission. The Commission shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to complete its affairs, but for no other purposes.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this Agreement to be signed on its behalf on this _____ day of _____, 20_____.

INDEPENDENT SCHOOL DISTRICT # _____

Chairperson Signature

Clerk Signature

Chairperson Printed Name

Clerk Printed Name

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