



Cass County CTE Center

Joint Powers Agreement

Central Cass Public Schools

Fargo Public Schools

Northern Cass School District

West Fargo Public Schools

Approved November 17, 2022

**CASS COUNTY CAREER AND TECHNICAL EDUCATION CENTER
JOINT POWERS AGREEMENT**

1. **Parties.** The parties to this Joint Powers Agreement are the following North Dakota political subdivisions: Cass County Career and Technical Education Center (“C3TEC”), Fargo Public School District #1 (“Fargo PSD”), West Fargo Public School District #6 (“West Fargo PSD”), Northern Cass Public School District #97 (“Northern Cass PSD”), and Central Cass Public School District #17 (“Central Cass PSD”).
 - a. **C3TEC.** C3TEC is an area career and technology center, pursuant to N.D.C.C. chapter 15-20.2. On February 18, 2014, the State Board for Career and Technical Education voted to approve the Cass County Career and Technical Education Center as an area career and technology center, beginning with the 2014-15 school year. At that time, C3TEC consisted of three participating school districts: Fargo PSD, West Fargo PSD, and Northern Cass PSD. Central Cass PSD became the fourth participating school district in C3TEC at the beginning of the 2016-17 school year.
 - b. **Fargo PSD.** Fargo PSD is a North Dakota public school district, governed by a nine-member board, and located in Cass County, North Dakota. Fargo PSD has school buildings in the city of Fargo, North Dakota.
 - c. **West Fargo PSD.** West Fargo PSD is a North Dakota public school district, governed by a seven-member board, and located in Cass County, North Dakota. West Fargo PSD has school buildings in the cities of West Fargo, Horace, Harwood, and Fargo, North Dakota.
 - d. **Northern Cass PSD.** Northern Cass PSD is a North Dakota public school district, governed by a seven-member board, and located mainly in Cass County, North Dakota. Northern Cass PSD has its school building near the city of Hunter, North Dakota.
 - e. **Central Cass PSD.** Central Cass PSD is a North Dakota public school district, governed by a seven-member board, and located in Cass County, North Dakota. Central Cass PSD has school buildings in the city of Casselton, North Dakota.
2. **Purpose.** The parties desire to enter into this Joint Powers Agreement to formalize the terms for the operation of C3TEC.
3. **Authority.** The parties have authority to enter into this Joint Powers Agreement pursuant to N.D.C.C. chapter 54-40.3.

4. Governance.

- a. Governing Board. C3TEC is governed by a board of nine members, which consists of three members from Fargo PSD, three members from West Fargo PSD, one member from Northern Cass PSD, and two members from Central Cass PSD. This complies with the membership requirements found in N.D.C.C. ch. 15-20.2. The members are selected by their respective school boards for terms as provided in N.D.C.C. ch. 15-20.2. The governing board has all powers and duties spelled out in N.D.C.C. § 15-20.2-07, which are:
 - i. To supervise, manage, and control an area career and technology center established by the cooperating school districts pursuant to this chapter.
 - ii. To provide career and technical education programs approved by the state board.
 - iii. To contract with, employ, and pay personnel to administer the affairs and to teach in the area career and technology center, and to remove for cause any personnel when the interests of the area career and technology center may require it; provided, that personnel employed by a center board shall have the same statutory rights as provided by law for personnel employed by public school districts.
 - iv. To lease, acquire, or purchase career and technical education equipment for an area career and technology center.
 - v. To lease, acquire, purchase, or sell career and technical education facilities, including real property, for an area career and technology center; provided, that any purchase or sale of real property must first be approved by two-thirds of the school boards of the participating school districts.
 - vi. To receive and administer any private, local, state, or federal funds provided for the operation and maintenance of an area career and technology center.
 - vii. To enter into contracts consistent with the other powers and duties provided for by this chapter.
 - viii. To accept real or personal property available for distribution by the United States or any of its departments or agencies and also to accept federal grants that may be made available in the field of career and technical education.

- b. Advisory Council. A separate Advisory Council has been established to assist with operational planning and oversight for C3TEC programs, funding, and staffing to ensure C3TEC initiatives and goals align with individual participating district objectives. The Advisory Council makes recommendations to the Governing Board, and the Governing Board considers the recommendations when making its final decisions. Pursuant to the By-Laws, the Advisory Council consists of two annually designated representatives from each school district, along with the C3TEC Director. These members are currently the participating school district

superintendents, the participating school district business managers, and the C3TEC Director.

5. **Administration.** C3TEC may contract with and employ its own Director or may contract with a participating school district to employ a C3TEC Director. The C3TEC Director must have a Career and Technical Education Director's credential issued by the North Dakota Department of CTE. C3TEC may contract with, employ, and pay other personnel to assist in administering the affairs of C3TEC, and/or contract with a participating school district or other entity for other personnel to assist in administering the affairs of C3TEC.
6. **Staff.** C3TEC may contract with and employ its own teaching staff. The supervision and evaluation of the teaching staff employed by C3TEC is the responsibility of the C3TEC Director. C3TEC may also contract with a participating school district, other school district, college, or other entity for personnel to teach.
7. **Fiscal Management & Budgeting.** C3TEC may hire its own business manager or contract with a participating district to act as its fiscal agent. Funding must be kept separate and identified for audit purposes.

Expenses incurred or to be incurred must be assessed against each participating school district and nonparticipating school district as spelled out in N.D.C.C. § 15-20.2-08. Participating school districts' payment of the assessment of its share of expenses to C3TEC shall be promptly made after receipt of the assessment notice, no later than 60 days after the official date of receipt noted in the assessment notice. A civil penalty of 1% per month must accrue on all assessments not paid when due.

The C3TEC Director shall develop a yearly budget and submit for approval to the Governing Board.

8. **Coordination of Services.** C3TEC and the participating school districts shall continue to cooperatively coordinate staff, programs, and locations when mutually agreeable. C3TEC shall enter into Agreements with each participating district defining the responsibilities of each party, which shall be reviewed and approved by the C3TEC Director and Governing Board on at least an annual basis.
9. **Withdrawal.** Withdrawal from C3TEC is outlined in N.D.C.C. § 15-20.2-14.
10. **Disposition of Property upon Dissolution.** C3TEC may be dissolved in accordance with N.D.C.C. § 15-20.2-15. Upon dissolution, all property owned by C3TEC shall be dissolved in accordance with rules and procedures adopted by the State Board for Career and Technical Education. If rules and procedures adopted by the State Board for Career and Technical Education do not exist, all property owned by C3TEC shall be distributed based on the proportionate share of previously assessed expenses for each individual District during the most recent year.

11. **Effective Date and Duration.** This Joint Powers Agreement shall take effect upon execution by all parties and shall remain in effect unless and until it is terminated in accordance with Paragraph 12 below.

12. **Termination & Modification.**

- a. **By Mutual Consent.** This Joint Powers Agreement may be terminated or modified by mutual written consent of all parties at any time.
- b. **By Any Party.** This Joint Powers Agreement may be terminated by any party upon written notice to the other parties of its intent to terminate no later than one year in advance of the termination. Any party may request to modify the Joint Powers Agreement at any time, but any modification must be through mutual written consent of all parties.
- c. **By State Law.** This Joint Powers Agreement may be terminated or modified with thirty days written notice by any party, if state law is modified or interpreted in a way that renders this Joint Powers Agreement incapable of fulfillment or no longer allowable.

13. **Liability.** Each party each agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorney’s fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and omissions and those of its officers or employees acting within the scope of their employment.

14. **Notices.** Notices provided for in this Agreement, unless expressly provided for otherwise, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested with postage prepaid and addressed as follows:

Fargo PSD Business Manager 700 7 th Street S. Fargo, ND 58103 701.446.1000	West Fargo PSD Business Manager 207 Main Avenue W. West Fargo, ND 58078 701.356.2000
Northern Cass PSD Business Manager 16021 18 th St. SE Hunter, ND 58048 701.874.2322	Central Cass PSD Business Manager 802 5 th St. N Casselton, ND 58012 701.347.5352
C3TEC Director of CTE 207 Main Avenue W. West Fargo, ND 58078 701.499.1008	

Notices delivered by mail shall be deemed effective three (3) days after mailing in accordance with this section. Notices delivered in person shall be deemed effective upon receipt. The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court shall govern.

15. **Assignment.** Neither party may assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
17. **Severability.** If any paragraph, sentence, clause, or phrase of this Agreement is for any reason invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.
18. **Government Purpose.** All services or activities performed under or pursuant to this Agreement shall be deemed for public and governmental purposes only. It is the intention of the parties that all privileges, protections, defenses, immunities, and damage limitations afforded by law to the parties hereto shall remain in full effect. This Agreement shall not be construed, in any matter, to abrogate or limit the rights, defenses, immunities, exemptions, powers, duties or functions of either party hereto.

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SIGNATURE PAGE TO FOLLOW

- c. By State Law. This Joint Powers Agreement may be terminated or modified with thirty days written notice by any party, if state law is modified or interpreted in a way that renders this Joint Powers Agreement incapable of fulfillment or no longer allowable.

Board President
Fargo Public School District #1



Board President
West Fargo Public School District #6

Date

12-13-22
Date

Board President
Northern Cass Public School District #97

Date


Board President
Central Cass Public School District #17



Director
Cass County Career and Technical Education Center

Date

11-17-22
Date



Board President
Fargo Public School District #1

12/13/22
Date

Board President
West Fargo Public School District #6

Date

Board President
Northern Cass Public School District #97

Date

Board President
Central Cass Public School District #17

Date

Board President
Cass County Career and Technical Education Center


Date

Board President
Fargo Public School District #1

Date

Board President
West Fargo Public School District #6

Date


Board President
Northern Cass Public School District #97

11/10/2022
Date

Board President
Central Cass Public School District #17

Date

Board President
Cass County Career and Technical Education Center

Date

Board President
Fargo Public School District #1

Date

Board President
West Fargo Public School District #6

Date

Board President
Northern Cass Public School District #97

Date

C


Board President
Central Cass Public School District #17

Date
11/14/22

Board President
Cass County Career and Technical Education Center

Date