

## **JOINT POWERS AGREEMENT**

This Agreement is entered into by and among: the City of Saint Paul; the County of Ramsey, through its Social Services Department, its Community Corrections Department, its County Attorney's Office, its Sheriff's Office and its St. Paul-Ramsey County Public Health Department; Northeast Metro 916 Intermediate School District, and Independent School District 625 – Saint Paul Public Schools (the school districts will be referred to as "Districts"; the City of Saint Paul and the County of Ramsey as "Non-District Parties" and all entities, collectively as the "Parties"). This Agreement is made pursuant to the provisions of Minn. Stat. §§ 471.59 and 13.02, subd. 18.

**WITNESSETH:**

**WHEREAS**, the Parties desire to work collaboratively to better systematically connect students who are struggling with community- and system-based resources to improve success in school and in life and prevent interaction with the juvenile justice system, and;

**WHEREAS**, forming a Joint Powers Entity will enable these public institutions to more effectively and efficiently utilize their limited public resources to better serve and improve the outcomes of youth in Ramsey County, and;

**WHEREAS**, the Parties seek to help students overcome barriers to learning by identifying attributes and indicators for academic and behavioral successes or challenges, and;

**WHEREAS**, identifying these attributes and indicators will enable the Districts to create and implement strategies and/or interventions to improve student aid programs, student instruction, student performance, and audit and evaluate Federally-supported education programs, and;

**WHEREAS**, the Districts would be able to more effectively serve their students if data from the Non-District Parties could be utilized in the audits, evaluations, and studies, and;

**WHEREAS**, the Non-District Parties may receive, under appropriate circumstances, information from the Districts that would not otherwise be available to them, enabling them to better serve youth and families, and;

**WHEREAS**, the Parties require this Joint Powers Agreement to comply with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99, as amended, and other federal and state privacy laws, and;

**WHEREAS**, the Parties to this Agreement desire to form a Joint Powers Entity to: (1) audit and evaluate Federally-supported education programs (“Audit and Evaluation”); and (2) conduct studies (“Studies”) for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction including improving instruction and curriculum as defined in Minn. Stat. § 120B.10 and striving for the World’s Best Workforce as defined in Minn. Stat. § 120B.11 , and;

**WHEREAS**, the Parties desire through this Agreement to create a “statewide system” as defined within the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. § 13.02, subd. 18, and;

**WHEREAS**, the information sharing among the Parties to this Agreement will be as necessary for the purposes of:

- improving instruction and curriculum;
  - determining outcome-based indicators and measuring progress;
  - designing and implementing integrated service delivery systems for children and their families that are client-centered and that coordinate services across agencies;
- and

- preventing conduct that harms schools and communities and reducing future contact with the juvenile justice system; and

**WHEREAS**, the Joint Powers Entity intends that its initial efforts will consist of contracting with the National Council on Crime and Delinquency (NCCD) to receive directly from each Party, in their capacity as a Party to this Agreement, information on youth served by the Party so the NCCD may: (1) de-duplicate the information; (2) match the information across the Parties' respective systems; (3) analyze the information to determine which factors are predictive of school success and juvenile justice system involvement, and; (4) develop an integrated information-sharing platform that will be utilized to identify potential barriers to school success and predict juvenile justice system involvement, enabling the Parties to proactively or timely initiate appropriate interventions, and;

**WHEREAS**, upon completion of the integrated data-sharing platform and the related work of the NCCD, the Parties will continue, without the involvement of the NCCD, to use and develop their integrated data-sharing platform for the purposes stated herein,

**NOW, THEREFORE, IN CONSIDERATION OF** the covenants and mutual agreements contained herein and pursuant to Minn. Stat. §§ 471.59 and 13.02, Subd. 18, the Parties do hereby establish a joint powers board, having the composition, powers, and duties provided in this Agreement as follows:

## **SECTION 1. DEFINITIONS**

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein stated:

- A. **Agreement** means this Agreement as it now exists and as it may hereafter be amended.
- B. **Authorized Representative** with respect to the District Parties, and pursuant to 34 C.F.R. § 99.35, shall be the Manager(s) of the Joint Powers Entity.

- C. **Board** shall mean the governance board herein established, to be known as the “Board”.
- D. **Education Records** shall have the meaning provided in 34 C.F.R. § 99.3.
- E. **Joint Powers Entity** shall mean the legal entity created by the Parties through this Agreement.
- F. **Manager(s)** shall mean the person(s) who has/have been delegated by the Board to administer and manage the Joint Powers Entity on a day-to-day basis.
- G. **MGDPA** shall mean the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- H. **Private Data on Individuals (“PDI”)** shall have the meaning provided in Minnesota Statutes Section 13.02, subd. 12.
- I. **Personally Identifiable Information (“PII”)** shall have the meaning provided in 34 C.F.R. § 99.3.
- J. **Representatives** shall be those individuals or their designees formally appointed to the Board by the Parties.

## **SECTION 2. TERM**

This Agreement shall be effective pursuant to Section 20 and shall continue in full force and effect until terminated by the Parties, pursuant to the provisions of Section 18 of this Agreement.

## **SECTION 3. JOINT POWERS BOARD**

There is hereby created pursuant to Minn. Stat. § 471.59, the Board. The Board shall be an entity separate from the member Parties and shall not be deemed an agent or partner of any of the Parties, and the Parties shall not be liable for the actions of the Board.

## **SECTION 4. PURPOSE**

The parties have entered into this Agreement for the purposes set forth in the Recitals to this Agreement, which are incorporated herein by reference. In particular, the Parties have entered into this Agreement for the purposes of determining and coordinating the effective and efficient delivery of services to children and their families, policy development, planning, and legislative activities, facilitating future audits of federally or state supported programs through the creation of a linked data system, reducing delinquent behavior by youth in communities and schools, reducing youth contact with the juvenile justice system, and related Audit and Evaluation and Studies for the Districts in hopes that such activities will benefit all Parties to this Agreement.

The Parties intend the linked data system created by this Agreement to establish a “statewide system” within the meaning of Minn. Stat. § 13.02, Subd. 18. The Parties intend to share with the Manager(s) of the Joint Powers Entity created by this Agreement, or with and through the consent of the Managers directly with the Joint Powers Entity’s contractor(s), individually identifiable Education Records, PII, and PDI held separately by each Party. This information

will be shared as necessary to inform an understanding of the attributes and indicators for academic and behavioral successes or challenges for children and families served by the Parties, promote the efficient and effective delivery of related services, and facilitate the work of the entity and support its goals.

More specifically, the Parties will implement a collaborative system of information collection and sharing and develop and apply predictive analytics to that information in order to:

- improve the educational success of youth, including increasing high school graduation rates;
- strive for the World’s Best Workforce as identified in Minn. Stat § 120B.11;
- inform and promote prevention and effective intervention to reduce and eliminate youth involvement in the juvenile justice system; and
- improve outcomes for youth in the community.

## **SECTION 5. SCOPE OF WORK**

### **A. RESPONSIBILITIES OF DISTRICTS**

1. The Districts will release Education Records, including personally identifiable information (“PII”) and PDI, to the Manager(s) of the Joint Powers Entity, or directly to a contractor of the Joint Powers Entity with the approval of the Managers, as necessary for the purposes identified in Section 4 of this Agreement. Prior to releasing Education Records, PII or PDI under this Joint Powers Agreement, the Districts and Manager, on behalf of the Joint Powers Entity, and contractor, if applicable, will enter into a separate written agreement that contains appropriate non-disclosure provisions and that complies with state and federal law including the MGDPA and 34 C.F.R. Part 99, Subpart D.

2. With respect to the release of Education Records, PII, and PDI under this Agreement, the Districts will provide an annual FERPA notice to parents and eligible students in their respective districts that complies with state and federal law.

3. The Districts will comply with recordkeeping requirements as defined in 34 C.F.R. § 99.32.

### **B. RESPONSIBILITIES OF COUNTY OF RAMSEY**

The County of Ramsey will release records including PDI to the Manager(s) of the Joint Powers Entity, or directly to a contractor of the Joint Powers Entity with the approval of the Managers, as necessary for the purposes identified in Section 4 of this Agreement.

### **C. RESPONSIBILITIES OF THE CITY(IES)**

The City(ies) will release records including PDI to the Manager(s) of the Joint Powers Entity, or directly to a contractor of the Joint Powers Entity with the approval of the Managers, as necessary for the purposes set out in Section 4 of this Agreement.

### **D. RESPONSIBILITIES OF JOINT POWERS ENTITY**

The Joint Powers Entity acting through its Manager(s) is authorized to Audit and Evaluate and conduct Studies for the Parties consistent with the purposes stated in Section 4 of this Agreement.

**SECTION 6. REDISCLOSURE**

- A. The Non-District Parties authorize the Joint Powers Entity, acting through its Manager(s), to re-disclose PDI to the entity’s contractors, so long as the contractors use the PDI solely for the purposes established in Section 4 of this Agreement.
  
- B. The Parties prohibit the Joint Powers Entity or its contractors from re-disclosing any of the Education Records, PII or PDI governed by this Agreement to any other entities or individuals without either the written consent of the Party initially disclosing the data to the Joint Powers Entity and/or the informed authorization/consent of the individual identified in the Education Records, PII or PDI.

**SECTION 7. BOARD MEMBERSHIP, OFFICERS AND MEETINGS**

- A. Each Party shall appoint three representatives or their alternates or designees, as indicated below:
  - a. Ramsey County: County Board member or County Manager, Ramsey County Attorney, and another representative appointed by the County Board;
  
  - b. Each School District: Superintendent, a school board member, and another representative appointed by the District’s school board;
  
  - c. Each City: Mayor, a city council member, and Chief of the Police Department or, alternatively, an additional city council member.
  
- B. A Party representative shall serve on the Board at the pleasure of the member Party for a term of three (3) years from the date of his or her appointment or until the member Party duly appoints a successor for the remaining term. Each representative must be a member or employee of the Party making the appointment and must remain so during the term of her or his appointment. If a representative ceases to be a member or an employee of the Party he or she represents, his or her membership on the Board shall immediately terminate and the member Party shall appoint a new representative. Those representatives who derive their status from their positions as elected officials shall have their term expire upon termination of their elected official status.
  
- C. Each representative on the Board shall have one (1) vote.
  
- D. The Board shall elect a chairperson and vice chairperson from among its representatives, each to serve a term of one year. The Board shall also appoint a secretary who may, but need not be, a representative on the Board. If the secretary is not a representative on the Board, the secretary shall have no voting rights.
  
- E. Representatives may be reappointed for additional terms by the member Parties as set forth in the by-laws.

- F. The Board shall meet at least quarterly or more frequently as needs may require.
  - a. Board meetings shall be conducted in accordance with the provisions of Minn. Stat. Ch. 13D, the Minnesota Open Meeting Law, and parliamentary procedures.

**SECTION 8. POWERS OF THE JOINT POWERS BOARD**

The Board is hereby authorized to exercise such authority as is necessary and proper to make all decisions to carry out its purpose as described in Sections 4 and 5, and to fulfill its obligations under Minn. Stat. § 13.02, subd. 18. Such powers shall be subject to the provisions of Minn. Stat. § 471.59, as it may be amended from time to time, and any other applicable statute, and may include, but will not be limited to, any or all of the following to the extent provided by law or not otherwise limited by the Agreement:

- A. Adopt and amend annual budgets, to be established on a calendar year basis, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each party and member. The Board shall develop policies and procedures regarding reserves, encumbering of funds, and allocation of assets.
- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of the fiscal agent designated by the Board shall apply. The Board may approve any contract relating to this Agreement up to the amount approved in the annual budget or as the budget may be amended, and may authorize the Manager(s) to execute those contracts.
- C. Apply for and accept gifts, grants, loans of money, other property or assistance on behalf of the Board from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property and assistance in accordance with the terms of the gift, grant, or loan relating thereto.
- D. Hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- E. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties or agencies or representatives. The Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- F. To sue and be sued in its own name. The Joint Powers Entity created by this Agreement, and each Party, shall be subject to the protections set forth in Minn. Stat. Ch. 466.
- G. To acquire and maintain insurance as deemed necessary by the Board.

- H. To adopt by-laws.
- I. To appoint a Manager(s), consistent with the by-laws of the Joint Powers Entity and this Agreement.
- J. Upon formation of this Joint Powers Entity, the Responsible Authority for the Joint Powers Entity shall be the Ramsey County Attorney or his/her designee. Thereafter the Board may re-designate the individual named as the Responsible Authority for the Joint Powers Entity. The Joint Power Entity's Responsible Authority will be responsible for the collection, creation, receipt, maintenance, storage, dissemination, use and access of any data created or arising out of this Agreement. Each Party shall also continue to be responsible for its own data under the MGDPA and has the right to control its own data as allowed by applicable federal and state laws including but not limited to the Family Educational Rights and Privacy Act (FERPA), the MGDPA and Minnesota Statutes Sections 15.17 and 138.17.
- K. All powers granted herein shall be exercised by the Board in accordance with the legal requirements applicable to the entity.
- L. Under no circumstances shall representatives of the Board, in their capacities as representatives of the Board, have access to PII, PDI in Education Records.

**SECTION 9. ADMINISTRATIVE CONTRACTS AND SERVICES**

- A. The Board may contract with any agency or organization represented on the Board to provide administrative, financial, accounting services, (including disbursement of funds), or any other services. The chief financial officer of the agency or organization so selected shall act as controller of the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to authorization of the Board. Individual Board members shall retain the authority to request reports pertaining to any and all such services.
- B. Ad hoc staffing to provide technical support and project-driven shared staff for special projects may be provided to the Joint Powers Entity by staff assigned by a Party on an as-needed basis.

**SECTION 10. FISCAL YEAR / BUDGET**

Not later than December 31 of each year, the Board may establish and approve a budget for the administration of the Joint Powers Entity for the following fiscal year, which shall be January 1 through December 31.

**SECTION 11. LIABILITY AND INDEMNIFICATION**

- A. The Joint Powers Entity shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Joint Powers Entity shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.



- B. The Joint Powers Entity shall fully defend, indemnify and hold harmless the signatory Parties and Board representatives against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the Board representatives, employees, or agents of the Joint Powers Entity. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party/Board representative of limitations on liability under Minn. Stat. § 466.04.
- C. To the full extent permitted by law, actions by the Parties/Board members pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a (a); provided further that for purpose of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties or the Joint Powers Entity.
- D. The Parties to this Agreement are not liable for any acts or omissions of the other Parties to this Agreement or the Joint Powers Entity except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties or Joint Powers Entity.

**SECTION 12. DATA PRACTICES/DATA PRIVACY**

- A. The Board created by this Agreement, its officers, agents, employees, volunteers and contractors, its fiscal agent, any administrative entity under contract with the fiscal agent, any person or entity under contract through this Agreement, and any person assigned by a Party to provide services through this Agreement shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or security, and as any of the same may be amended.
- B. As the Joint Powers Entity creates, collects, receives, stores, uses, maintains or disseminates data pursuant to this Agreement, it must comply with the requirements of the MGDPA as a government entity, and may be held liable under the MGDPA for noncompliance. The Joint Powers Entity agrees to promptly notify any affected Party if it becomes aware of any unlawful collection, use or disclosure of data, potential claims, or facts giving rise to such, under the MGDPA or any other applicable state or federal law, rule or regulation protecting the privacy or security of data. The terms of this section shall survive the cancellation or termination of this Agreement.

**SECTION 13. WITHDRAWAL / TERMINATION**

Any Party may withdraw from this Agreement upon sixty (60) days prior written notice to the Board. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.

**SECTION 14. EFFECT OF WITHDRAWAL**

Any Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to Section 18 hereof. Such disposition of property shall be in accordance with the provisions of Section 15 hereof. If any

Party withdraws from this Agreement, the Joint Powers Entity must either, with the consent of the withdrawing party continue to protect the withdrawing Party's PII in Education Records or PDI as required by this Agreement and applicable law or, if that consent cannot be obtained, destroy any records containing PII or PDI from the withdrawing Party within sixty (60) days after the effective date of the withdrawal.

#### **SECTION 15. DISPOSITION OF PROPERTY AND FUNDS**

At such time as this Agreement is terminated, any property interest remaining in the Board, following discharge of all obligations owed by the Board, shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contributions. Physical assets, however, shall first be offered for sale to remaining member Parties subject to any outstanding interests of third-parties. Any physical assets not sold in this manner shall be offered for sale on the open market on whatever terms the Board deems legal and desirable.

#### **SECTION 16. AMENDMENTS AND ADDITIONAL PARTIES**

This Agreement may be amended at any time by agreement of all the Parties. Prior to any such amendment, the recommendation of the Board shall be provided. Such amendment will be approved by all Parties and shall be in writing.

Any other school district or city in Ramsey County desiring to join the Joint Powers Entity established by this Agreement after execution of the initial Agreement may be permitted to join upon terms and conditions determined by the Board. In making a determination of terms and conditions, the Board may consider the value and property or any expenses incurred by the Board, among other items, and in its judgment, determine the amount of financial contribution, if any, to be made to the Board by any additional parties.

#### **SECTION 17. RECORDS, ACCOUNTS AND REPORTS**

The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Board and providers related to the activities of the Joint Powers Entity shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5, related to access to books and records. The Board, within 120 days after the close of each fiscal year, through its Manager(s) shall give a complete written report of all financial activities for such fiscal year to those on the Board.

#### **SECTION 18. TERMINATION**

A. **Events of Termination**. This Agreement shall terminate upon the occurrence of any one of the following events:

1. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
2. By consent of all remaining Parties.

B. **Effect of Termination.** Termination shall not discharge any liability incurred by the Board during the term of this Agreement. The Board shall continue to operate after the date of termination only for the purpose of winding up its business and for aiding in the prosecution and defense of claims. The Board shall approve a final report of its activities and affairs including a schedule showing the disbursement of remaining assets as required by Sections 15 and 17, and on the expiration of thirty (30) days thereafter, shall cease to exist. Before completing and approving the final report of its activities and affairs, the Joint Powers Entity, acting through its Manager(s), shall either destroy or return to the Parties their respective PII contained in Education Records and PDI.

**SECTION 19. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**SECTION 20. EFFECTIVE DATE**

This Agreement shall be effective when adopted by all four (4) of the Parties. The Agreement shall also be acknowledged and affirmed in a separate writing by each Party's Minnesota Government Data Practices Act Responsible Authority as specified by Minnesota Statutes Section 13.02, subd.16.

**SECTION 21. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

**IN WITNESS WHEREOF**, the following parties have executed this Agreement:

RAMSEY COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim McDonough, Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners

Approval Recommended: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott Williams  
Deputy County Manager

Approved as to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant Ramsey County Attorney

CITY OF SAINT PAUL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathleen A. Wuorinen  
Assistant Chief of Police

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Todd Hurley  
Director of the Office of Financial Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melvin Carter  
Mayor

Approved as to Form

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daphne VanBuren  
Assistant City Attorney

INDEPENDENT SCHOOL DISTRICT No. 625,  
SAINT PAUL PUBLIC SCHOOLS

By: \_\_\_\_\_  
Zuki Ellis, Chair  
Board of Education

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

By: \_\_\_\_\_  
Janelle Foster, Clerk  
Board of Education

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

NORTHEAST METRO 916 INTERMEDIATE SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Ptacek, Chair  
Northeast Metro 916 Intermediate School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Oksnevad, Clerk  
Northeast Metro 916 Intermediate School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Connie Hayes, Superintendent  
Northeast Metro 916 Intermediate School District