

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
INTERMEDIATE SCHOOL DISTRICT 917
FOR EDUCATION SERVICES**

This Agreement is made and entered into by and between the County of Dakota, by and through its Community Corrections Department, 1560 Highway 55, Hastings, MN 55033, hereinafter "County" and Intermediate School District 917, 1300 East 145th Street, Rosemount, Minnesota 55068, hereinafter "School District".

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County operates a day treatment program and a residential treatment program at the Juvenile Services Center, Hastings, Minnesota, for juveniles who have been adjudicated delinquent, and a detention program for juveniles who have been alleged to be delinquent; and

WHEREAS, the Dakota County Juvenile Services Center is geographically located in the geographical boundaries of the Hastings Public School District, (ISD 200); and

WHEREAS, Intermediate School District 917 is qualified to furnish educational services pursuant to Minnesota Statutes, Minnesota Department of Education requirements and applicable educational rules for those juveniles placed at the Juvenile Services Center; and

WHEREAS, the School District is entitled to reimbursements from state and resident/student school district sources for the cost of education, which reimbursements are not available to the County; and

WHEREAS, the School District has an established and recognized program for the provision of such services; and

WHEREAS, the Dakota County Board of Commissioners authorized the County to enter into an agreement with the School District, authority being specifically limited to the duties assigned under this Agreement; and

WHEREAS, the School District is willing to provide the educational services as more fully described herein.

NOW, THEREFORE, in consideration of and on the mutual agreements contained herein, the parties do hereby agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2023 through December 31, 2025, unless earlier terminated by law or according to the provisions herein. This Agreement may be terminated with or without cause, by either party upon thirty (30) days written notice.

2. SERVICES TO BE PROVIDED

2.1 School District's Duties.

- a) The School District shall provide all necessary education services and programming including, but not limited to, curriculum planning, development, implementation and review; hiring, performance evaluation and disciplining of educational staff; tuition billing to resident/student school districts; liaison with resident/student district to ensure transfer of necessary education, information/records at both admission and discharge; coordination of educational services and programming as they relate to the program at the Juvenile Services Center. Such educational services and programs shall comply with the requirements of the Minnesota Department of Education, Education Rules and Minnesota Statutes, which describe the educational program components for residential facilities.
- b) The School District shall, during the regular academic year and during a portion of the summer, provide an education program. The beginning and ending times of the school day shall be established by the School District in order to insure maximum utilization of both County and School District staff, and shall be consistent with the Intermediate School District 917 calendar as established by the Intermediate District 917 School Board.
- c) The education program shall be designated as, and considered to be, a component of the education program of Intermediate School District 917. Intermediate School District 917 shall insure said program shall meet all applicable standards and regulations as set forth by the Minnesota Department of Education, Education Rules, and Minnesota Statutes.
- d) The length of time an eligible resident/student of the Juvenile Services Center participates in this education program shall be determined by the Director of the Juvenile Services Center in consultation with the School District.
- e) The Educational Staff shall be employees of, or under agreement to, Intermediate School District 917 and shall provide the contracted services at the Juvenile Services Center, Hastings, Minnesota.
- f) An Individual Education Plan (I.E.P.) for each student, identified and determined by the School District to have an eligible special educational disability, shall be developed and implemented by the School District.
- g) The School District shall provide teachers who shall be appropriately licensed as per standards and regulations set forth by the Minnesota State Board of Teaching and the Minnesota Department of Education.
- h) Management of the education component of the Juvenile Services Center shall be the responsibility of the School District.

2.2 County's Duties.

- a) The County shall be responsible for providing the School District with classroom and office space for conducting the education program at the Juvenile Services Center and shall be responsible for the maintenance and repair thereof.
- b) The County shall be responsible for providing desks, tables, and chairs, and shall be responsible for the maintenance and replacement thereof.
- c) The County shall make available the use of a copy machine and related supplies and maintenance to the education program. The School District will be responsible to replace paper used by educational program staff.

- d) In situations where staff assess per Juvenile Services Center policy that a youth needs to be physically or mechanically restrained in a school area, physically escorted out of a school area or removed from a school area to a more secure or restrictive setting, the County has primary responsibility for the restraint or escort. County corrections staff and School Education Staff share the responsibility of other escorts of student residents within the Juvenile Services building.
- e) The County shall take measures to provide for the safety and security of staff, residents/students, and visitors as defined in the Juvenile Services Center policy manual.
- f) It is the expectation of the County and School District that the defined rules and expectations of correctional and educational programming and the behavioral management system will be essentially the same and will be enforced consistently by both County corrections and School District Education Staff. In a situation where a youth has demonstrated a behavior that violates Juvenile Services rules and expectations, County corrections and School District Education Staff share the joint responsibility to manage the behavior of the residents/students.
- g) In response to behaviors that do not require restraint or escort out of the school area, it is the intention of the County and the School District to utilize a graduated time-out, behavioral management system. The time out can first occur away from the rest of the group in an individual study carrel or in the classroom office. The next option is a time out in the school multipurpose area or guided study area outside of the classroom. The designated time out room outside the school area is the next option.
- h) If a resident's/student's behavior is disruptive to the point of interfering with conducting the educational program of other residents/students, the School District Education Staff and County corrections staff will make the joint determination to remove the residents/student from the school area to a more restrictive or secure setting. In the School District Education staff and County corrections staff disagree, it is within the lead teacher's (or designee's) authority to have County corrections staff remove the youth from the school area. The student will return to the school once a corrective action plan has been developed which includes reintegration into school as a part of the plan (see, Juvenile Services Center disciplinary policy).
- i) Residents/students who are removed from the school area for disciplinary reasons are subject to the Juvenile Services disciplinary process. As a result of the disciplinary review process, County corrections staff and School District Education Staff will develop a corrective action plan with the youth. One of the primary goals will be to reintegrate the youth into school. In the event there is disagreement between County corrections staff and School District Education Staff regarding reintegration into school, the County Corrections shift supervisor has the authority to reintegrate the resident/student into school.
- j) Residents/students who are placed in extended observation (room restriction) status will be provided alternative programming by County correctional staff per State Department of Corrections standards for secure juvenile detention and residential facilities. Educational staff will provide educational assignments for residents/students in alternative programming.
- k) The County shall insure that there will be County correctional staff on duty during school hours in the Juvenile Services Center per the State Department of Corrections standards. The County shall ensure adequate coverage to provide behavior management in the New Chance Program. Currently, the County's standard for New Chance is one staff per every 10 resident/students.
- l) The County and School District share the joint responsibility to design and implement effective educational and correctional programs with the shared goals of improving academic achievement and reducing recidivism of the residents/students. Educational services and correctional services must be part of an integrated or multimodal approach to achieve these two complementary goals. (See, "Philosophy of Education within the JSC Campus" policy). It is the intent of the County and School District to reinforce staffs work towards these two goals throughout the programming day.

m) In order to provide integrated and effective educational and correctional programs, County corrections staff and School District Education Staff will need to operate as a team to provide services which effectively address the goals of each resident/student as identified on their education and competency plan. The youth's service plan is the central focus of staff efforts. It is the intent of the County and the School District to facilitate teamwork between educational and correctional staff by having regular, joint, shift consults, case planning and staffing, management team, and administrative meetings.

2.3 County Policies. Contractor agrees to abide by County policies and procedures as they relate to the Contractor's performance under the Contract. Failure to abide by these policies and procedures could result in immediate termination of the Contract if the County determines that the violation threatens the safety of County staff or employees, residents, other contractors, interns, volunteers, or visitors. The Contractor further agrees that its representatives will meet the County's eligibility and screening requirements.

2.4 Equipment and Supplies. The School District shall be responsible for providing all necessary and appropriate office supplies, educational materials and equipment used in the education program with the exception of gym supplies that will be purchased by the County.

3. COMPENSATION

The School District shall be responsible for the invoicing and receipt of all resident/student school district tuition for the regular academic year and summer school for students who are residents/students of the State of Minnesota and receiving general education services.

Non-Minnesota court/agency ordered non-Minnesota student tuition billing: The School District shall prepare and send tuition invoices for non-Minnesota students enrolled in School District's educational programs to the student's home district. If the student's home school district denies payment, the School District will prepare and send a tuition invoice to the County at the Juvenile Services Center. The County agrees to pay 100% of the costs at the rates established by the Minnesota Department of Education. The School District shall provide the County, the Minnesota Department of Education and Independent School District #200 with documentation for students receiving special education services.

4. PROGRAM ACTIVITIES REVIEWS

4.1 The School District and County shall convene joint meetings (at least once per month) of leadership staff from the corrections component and the education component to discuss program issues.

4.2 In order to assure ongoing communication and program review, an annual meeting prior to December 1 of each year shall be held to discuss overall program needs and issues. At a minimum, the County's Director of Juvenile Services and the School District's Director of Special Education and the lead education staff persons at the Juvenile Services Center shall attend this meeting.

5. LIABLE FOR OWN ACTS

Each party to this Agreement shall be liable for the acts of their own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents.

It is understood and agreed that the provisions of Minn. Stat. §471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6. INDEPENDENT CONTRACTOR

School District is and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting School District as the agent, representative, or employee of the County for any purpose or any manner whatsoever. School District acknowledges and agrees that School District is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County. School District also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due School District and that it is School District's sole obligation to comply with the applicable provisions of all federal and state tax laws

7. DATA PRIVACY

For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by School District in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and School District must comply with those requirements. The remedies in Minn. Stat. §13.08 apply to the School District. School District does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.

8. CHOICE OF LAW

The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

9. AMENDMENTS

No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

10. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

11. TERMINATION BY COUNTY-LACK OF FUNDING.

Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written Notice of Termination sent by the County to School District by facsimile is sufficient notice under the terms of this Agreement. The County is not obligated to pay for any services that are provided after written Notice of Termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

12. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Authorized Representatives of the County and School District.

13. MERGER

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

14. NOTICES

The School District or County may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the School District:
Melissa Schaller
Director of Special Education
Intermediate School District 917
Dakota County Technical College
1300 145th St. E.
Rosemount, MN 55068

To the County:
Marti Fischbach
Community Services Division Director
Dakota County Community Services
Suite 500
1 Mendota Rd. W.
West St. Paul, MN 55118-4773

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Approved as to form:

Title: Community Services Director
Date of Signature _____

Assistant County Attorney/Date

File No. _____

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title: _____

Date of Signature _____