

**RULES AND REGULATIONS**  
**OF THE**  
**MINNESOTA COUNTIES COMPUTER COOPERATIVE**  
**CORRECTIONS USER GROUP**

ADOPTED SEPTEMBER 15, 1994  
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In accordance with Article V., Section 1. of the Minnesota Counties Computer Cooperative (MCCC) Bylaws, the following supplementary Rules and Regulations governing the business of the Corrections User Group are promulgated.

## **Article I** **Purpose**

**Section 1.** The Corrections User Group (User Group) exists to collectively provide for data processing software and services to members of the User Group. The purpose of the Corrections User Group Rules and Regulations, is to define the manner in which the Corrections User Group shall operate; the rights, privileges, and obligations of the User Group members; to provide direction to the MCCC Executive Committee, which has the authority to contractually bind the Cooperative on behalf of the User Group regarding vendor selection, vendor contracts, and payment to vendors; and to conduct business necessary to the operation of the Corrections User Group.

## **Article II**

### **Definitions**

**Section 1.** "Owner" shall mean a Minnesota County Agency User Group member that has a financial interest, as defined within "Article II, Section 3", in a particular software product of the Corrections User Group, providing that all of the costs of acquisition, development, and/or modification of the product have been paid for by the member agencies and that MCCC as an organization does not have any financial interest in that particular product. Ownership rights in a Corrections User Group software product allows the member to have access to, and to the ability to acquire copies of, the source code, included routines, documentation, and other materials that comprise the MCCC intellectual property rights in that specific software product. The owner member that wishes to acquire copies of this material agrees to pay the reasonable costs for the generation of the copies and material. Ownership in a software product provides the owner agency the opportunity to participate in the decisions regarding that specific software product, non-owners do not have this opportunity. Ownership interest in one product may provide cost reductions when acquiring other software products.

**Section 2.** "Licensed User" shall mean an organization that is not an owner as defined in "Article II, Section 1", who has received a license to use a particular Corrections User Group software product.

**Section 3.** "Financial Interest" shall mean the Minnesota County Agency User Group Owner member's paid share, as determined by formal motion of the User Group, of the costs for the acquisition and/or development of a specific software product. The member share of the costs will be determined by a formula that might include a proportional amount based on their organization's percentage of the total population for all participating entities in a software development and/or acquisition. In addition to

or instead of the portion based on population, the User Group may decide that a common base amount will be used that is to be paid by all participants in a software product acquisition and/or development.

**Section 4.** "Member deposit" shall mean funds held by MCCC for a member organization for a specific purpose. The disposition, return or use, of the funds is at the direction of the member organization.

**Section 5.** "Enhancement Fund" shall mean funds being held by MCCC for the support and operation of CSTS for the User Group. Authorization for the expenditure of monies from an enhancement fund are determined by the Executive Committee and specified herein. If a software product for which there is an enhancement fund is discontinued, the contents of the enhancement fund will be distributed to the current owner agencies, as defined herein, based on the distribution formula used to generate that specific enhancement fund.

### **Article III**

#### **Organization and Structure**

**Section 1.** The User Group shall elect from among its members a Chairperson, Vice Chairperson, and Recording Secretary.

**Section 2.** There shall be an Executive Committee consisting of three manager representatives from each of the three correctional delivery systems, CCA, CPO, and DOC. These representatives shall be chosen during the separate caucuses held at the annual User Group meeting. One of the three representatives from each delivery system shall continue to a second term. Also included as voting members with the manager representatives will be the User Group Chairperson and Vice Chairperson. Non-voting members will include the Past Chairperson unless the Vice Chairperson is not present, Recording Secretary, Chairs of the Standards, Enhancement, and Training committees and an ex-officio representative of the MCCC Executive Committee. There shall also be a technical liaison ex-officio representative from the MCCC Information Services Support Group. All Chairpersons will serve a one-year term and will be elected by their committees prior to the annual June Meeting at which time they will be recognized and approved by the User Group. Subcommittees formed mid-year will elect their chair, co-chair, and recording secretary and present their committee to the Correction Executive Committee. The Correction Executive Committee will then vote to recognize and approve the subcommittee and its officers, and the addition of its chair to the Corrections Executive Committee. There will be no term limit for Executive Committee members.

**Section 3.** User Group Executive Committee members and the Recording Secretary shall serve one-year terms commencing with the MCCC Annual Meeting each year. The Chairperson and Vice Chairperson shall serve one-year terms in those offices. The Vice Chairperson shall become the chair when the present Chair's term is completed or if the Chairperson resigns. Any officer or regional representative to the Executive Committee must represent an agency member,

which has an ownership interest in the Court Services Tracking System (CSTS) and receives support through the MCCC User Group and its approved vendor(s). The Corrections User Group shall meet as needed as determined by the Corrections Executive Committee to conduct business and training and at a minimum in June of each year to elect officers, Executive Committee members and approve sub-committee chairs.

**Section 4.** The Corrections Executive Committee will be able to conduct business when seven of the eleven voting members are present. Official notice will be sent to the appointing delivery system and executive committee representative after the representative fails to attend three consecutive Executive Committee meetings and/or five annual Executive Committee meetings to request replacement on the committee. Replacement will be approved by the Executive Committee.

**Section 5.** The User Group owner or his/her alternate may vote only in the absence of the organization's Board appointed delegate.

**Section 6.** Applications governed by the Corrections User Group include those software products acquired by MCCC from the bankruptcy estate of DMS. The applications include: Court Services Tracking System (CSTS), CSTS+, Probation Officer Contact Manager (P.O. Contact), Inmate Tracking and Trust Accounting, Restitution Tracking System, Scheduling and Tracking Module, Resident Tracking System (2 Versions), Risk Needs Module, and the DMS In-house developed Library and Utility Software. This list of products may be changed by formal action of the User Group.

**Section 7.** Enhancements are changes or modifications to existing systems, modules and/or programs. Any user agency can request an enhancement by completing the User Group enhancement request form and forwarding it to the MCCC offices. All enhancement requests will be sent to the members of the Enhancement Committee prior to the request being discussed at an Executive Committee meeting. Members are encouraged to view the designated website for proposed enhancements and actions, and offer their comments and suggestions via the website. Actions the Executive Committee may make on a request include: deny, hold, request an estimate from the support vendor, and implement.

- A request may be denied because the system already is able to perform the requested function, the requested change would be detrimental to the system, user productivity, and/or data, or the enhancement is considered to be too extensive and should be considered a development issue.
- A request may go on hold to acquire additional information, may be referred to a subcommittee for research, may be accumulated with other requests, and/or may wait for funding.
- A request could be forwarded to the support vendor to provide us with any implementation options that exist and the cost to implement each option.

- A request may be approved for implementation, at which time the funding source must be identified and a work order would be created. "Work Orders" are to be approved by the Executive Committee prior to beginning work on the enhancement.

**Section 8.** All expenditures for enhancements or modifications must be approved by the Executive Committee. Enhancements may be funded by an individual agency or agencies but must first be approved by the Executive Committee. If a request is denied, the requesting agency can again make the same request and provide additional information or attempt to acquire a more favorable response. In general, enhancements are available to all users of a system, module or program, will become part of the system, and are maintained by the User Group. Updating of user and system documentation must be done as part of all enhancements.

**Section 9.** A development issue is a major change to a system or module and/or the work needed to implement a new system, module or significant program. Development projects will provide information, notification and opportunity for all or any of the Minnesota County User Group agency members to participate. Approval of development projects by the Executive Committee must ensure that there is not a detrimental impact on the user community of the existing software unless a majority of the owners of the system(s) or module(s) that are affected, vote to proceed with the development project at a duly called meeting or conference call. An agency or a group of agencies may fund a development project and will become the "Owners" of that software product as defined herein. Cost distribution formulas will be documented and agreed to prior to initiation of any development project. If a limited number of agencies fund a development project it will be available to only those owner agencies unless they otherwise specify. If additional agencies financially participate in a development project (or acquire the software after development) the cost of the development will be redistributed based on the newly added participation, with previous financial participants receiving the funds from the new agency or agencies through MCCC. Development projects shall use work orders to authorize the support vendor to proceed with the project. "Work Orders" will be approved by the Executive Committee before the development project is started. Funding for the development project must be secured prior to the project initiation. On-going maintenance of systems, modules, and/or programs that have a limited number of the members of the User Group utilizing it will be the obligation of those agencies, not the User Group. The User Group has no responsibility to ensure continued compatibility of software with any limited ownership software. Generation of user and system documentation must be part of the development project.

**Section 10.** Support for meeting coordination, research, contracting, billing, vendor monitoring, and other similar services shall be provided by MCCC staff at no cost to the User Group.

**Section 11.** Meetings shall be conducted and proceed according to "Robert's Rules of Order", with the exception of the Executive Committee where seven members need to be present to constitute a quorum.

**Section 12.** Notice of User Group or committee meetings must be provided to the agency's

delegate and User Group representative ten (10) days prior to the meeting. Notice of a meeting may be waived either before, at, or after such meetings, in writing signed by each User Group member. Meetings shall be held at the call of the User Group Chairperson. All User Group correspondence shall be sent to the county's delegate and the User Group Representative.

## Article IV

### User Group Fees and Expenses

**Section 1.** Members of the User Group agree to pay the dues established by the MCCC Board of Directors as provided for in Article X., Sections 2 and 4 of the Bylaws and their agency's share of meeting expenses.

**Section 2.** There will be no reimbursement of expenses for the Executive Committee or any other committee or person by the User Group except as provided in contracts approved by the User Group. Members of the Executive Committee and other established Committees shall be responsible for their own expenses.

**Section 3.** An Agency purchasing a software package governed by the Corrections User Group shall agree to purchase through the User Group the contracted support of that package for a period of at least twelve months.

**Section 4.** Software License Fees. License fees based on agency population shall use the latest population figures for the geographic area that agency has jurisdiction over, as published by the State Demographer. A work order approved by the Executive Committee is required to initiate any and all vendor provided services including distribution of software.

The cost for software products is provided in a "CSTS User Group Software Pricing Sheet". All User Group software prices and changes to existing prices must be approved by the Executive Committee.

**Section 5.** Unless otherwise specified herein, revenue from sales to new software product owners or from licensing of Corrections User Group software products, will be proportionally (based on amounts paid) reimbursed to the previous software product owners, provided that funds forwarded to the User Group for this software product by MCCC are repaid before distributions (repayment or held as a member deposit at the direction of the member) are made to member agencies. Funds to be repaid to MCCC are not to include any administrative costs for services provided to the User Group unless otherwise provided for by the User Group.

**Section 6.** A new member purchasing software support not at the beginning of a support period shall pay a pro-rated support fee according to the support agreements for that software product in place at the time.

## Article V

## Termination

**Section 1.** An Agency intending to end its participation in the User Group or support for one of the Corrections User Group software products, shall so inform the MCCC office in writing not less than thirty (30) days prior to the beginning of a support period to provide for adequate notification of vendors and proper billing and payment of support fees.

**Section 2.** An Agency which terminates its participation in the Corrections User Group, and is an owner as defined in Article II, Section I, shall have the right to the following for the Corrections User Group software products in which they have an ownership interest as they exist at the time of notification of termination: (A) the MCCC intellectual property including but not limited to; the source code, libraries, documentation, subroutines, other materials, and information relating to the software product; and (B) information and documentation from MCCC and/or MCCC vendors relating to third party and vendor proprietary products including but not limited to libraries, included subroutines, parameters, and other items that are necessary for the member to maintain, support, modify, and create derivative works for software product(s). Except under the provisions of Article V, Section 3, herein, the member that leaves the User Group may not sell, give, or otherwise transfer in any manner any of the MCCC software products, documentation, routines, or other intellectual property except as otherwise provided herein. Any member that chooses to leave the User Group shall hold MCCC and its members harmless for any and all liability, damages, charges or other claims relating to the software products, their use, past services, past support, and for any claims arising out of future use. Non-owners that leave the User Group must terminate use and return or destroy all copies of all software products provided through the User Group unless otherwise provided within their license agreements.

**Section 3.** If by majority vote, at a duly called meeting where there are two-thirds of the owners of a software defined in Article II, Section 1, of the Corrections User Group software product, they determine for whatever reason, they want to terminate their participation in the MCCC User Group and form their own entity for the purpose of owning, supporting, modifying, and/or creating derivative of works of that specific software product, they shall have that right to do so. Those organizations that terminate participation in the User Group in this manner shall collectively have the rights granted to the individual organizations that wish to terminate participation in the Corrections User Group according to Article V, Section 2. In addition, the newly formed entity, shall have the right to sell, give, or otherwise transfer the software products. The termination of membership by these members leaves the remaining members the individual rights provided in for in Article V, Section 2, above.

**Section 4.** Any agency that leaves the User Group and/or terminates its participation in the support of a software product and later begins support again, shall pay the lower of: a new financial ownership interest, full license fee, or the proportional share of all software improvements, including enhancements and development projects that have occurred since the agency terminated support. In no case shall this financial obligation be less than that which the agency would have been obligated for, if they had not terminated.

## **Article VI**

### **AMENDMENT**

**Section 1.** These rules may be amended by the full User Group as appropriate, subject to approval by the MCCC Executive Committee. There shall be a minimum of a thirty-day notice of proposed bylaw changes to Executive Committee members and all User Group Delegates and Alternates.