

**COOPERATIVE AGREEMENT BETWEEN
NICOLLET COUNTY COMMUNITY CORRECTIONS AND
ST. PETER PUBLIC SCHOOLS**

This agreement is made and entered into by and between the County of Nicollet, State of Minnesota, (hereinafter "County"), on behalf of Nicollet County Community Corrections, St. Peter, Minnesota 56082, (hereinafter "Agency"), and Independent School District 508 – St. Peter Public Schools, St. Peter, Minnesota 56082, hereinafter referred to as the "School." This agreement is entered into for the period from July 1, 2026 to June 30, 2028.

WITNESSETH

WHEREAS, the Agency and the School both recognize the importance of students attending school each and every day and the permitting of absences only with legal justification;

WHEREAS, both the Agency and the School recognize that early intervention with those students who are beginning to demonstrate attendance issues is effective to eliminate continuing absences and the need to petition the student as truant;

WHEREAS, both the Agency and the School recognize that students who are petitioned to Court as truant are in need of more intensive services as school attendance issues are generally a symptom of other underlying issues;

WHEREAS, both the Agency and School recognize that a collaborative effort to address attendance issues is mutually beneficial to both organizations;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Agency and School agree as follows:

1. COUNTY/AGENCY DUTIES

County will employ an individual in the position of a truancy liaison officer. The individual will be an employee of Nicollet County, assigned to the Agency. The individual will be deemed a Nicollet County employee for purposes of employment benefits including health care coverage, vacation and sick time, holiday designations and pay, and other Nicollet County employee-related benefits. The individual will be subject to the Nicollet County Employee Policies and Procedures as set forth in Nicollet County's Personnel Rules and Regulations, as may be amended from time to time. Provided, however, it is understood by all parties to this agreement that this position is a Community Corrections Act funded position. Nicollet County receives monthly payments from the State that the County can implement for correctional services. In the sole discretion of Nicollet County this agreement will be null and void. The Agency shall have no obligation to employ a person in the position of a truancy liaison officer.

The Agency will provide supervision for the position, with the assistance of and input from the School.

The County will provide the individual with mileage reimbursement for meetings held at sites other than Nicollet County offices or the School facilities, and for other trips not including to the facilities of the School or Agency. The County will provide the individual with a cellular phone.

2. SCHOOL DUTIES

The School will be responsible for providing the individual with office space, office supplies, and a computer. It is expected by the parties that the truancy liaison officer will spend at least an average of a full-time equivalent .6 position on School related matters during the months school is in session.

3. PAYMENT OF SERVICES

A. The parties to this Agreement understand that the funding for this position is dependent upon grants received by Nicollet County, from the State of Minnesota Community Corrections Act. In the event that Nicollet County does not receive funding from these grant sources or from State of Minnesota Community Corrections Act, the Agency's obligations under this Agreement are null and void and it will have no obligation to provide any funds for this position or provide the services set forth herein.

B. The School shall be responsible for the hourly wage cost for a full-time equivalent .6 position. The County shall generate an invoice to the School setting forth the School's payment obligation. The School agrees to pay its share on a quarterly basis commencing October 1, 2026. The School shall review the invoice and make payment of the approved charges within thirty-five (35) working days of the receipt of the invoice from the County, or upon approved by the School Board, whichever is earlier. The School's financial obligation for the first 12 month period is \$22,486.16. Provided, however, this amount shall be increased by the same percentage used to adjust teacher salaries as a result of their current union negotiations for 2026-2027 and 2027-2028 school years.

4. SAFEGUARD OF STUDENT INFORMATION

The School, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (MGDPA); the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable; and Title 42, part 2, of the Code of Federal Regulations and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, except upon written consent of such student, the student's parent or guardian, or the student's attorney, in connection with these laws and regulations. If the School creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the County pursuant to this Agreement, then the School must comply with the requirements of the MGDPA, HIPAA, or other laws and regulations as if it were a government entity, and may be held liable under these Acts and statutes for noncompliance.

The School agrees to defend, indemnify and hold harmless the County, its officials, officers, agents, employees, and volunteers from any claims resulting from the School's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. The School agrees to promptly notify the Agency if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA, HIPAA or other regulations. The terms of this section shall survive the cancellation or termination of this Agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

The School shall not exclude any person from full employment rights on the grounds of any protected status or class, include race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to, public assistance status, familial status, membership or activity in a local commission, disability, sexual orientation, or age. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

6. BONDING, INDEMNITY, AND INSURANCE CLAUSE

- A. Indemnity: The School does hereby agree that it will indemnify, hold harmless, and defend the County, its commissioners, officers, agents, employees, and volunteer workers against claims, losses, expenses, damages or lawsuits for damages any and all which such parties or individuals may hereafter sustain, incur, or be required to pay;

By reason of any person suffering personal injury, death or property loss or damage either while participating in or receiving from the School the care and services to be furnished by School under this Agreement, or while on premises owned, leased or operated by School, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the School or any officer, agent, or employee thereof; or

By reason of any person employed or allegedly employed by the School, for any claim or cause of action in equity or for damages arising out of the employment or alleged employment, or discrimination; or

By reason of any intentional or negligent act or omission of the School, its agents, officers, or employees in the performance of services provided herein.

Provided, nevertheless, the School shall not be responsible for the act or omission of any providers who are not under its direction and control.

- B. Insurance: The School does further agree that in order to protect itself, as well as the County under the indemnity agreement provision hereinabove set forth, the School will at all times during the term of this agreement, have and keep in force a general liability insurance policy in the amount of not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence. Nicollet County shall be named an additional insured under such policy.

The School agrees that it shall not cancel or materially change said policy without thirty (30) days prior notice to the Agency. A certificate of insurance will be provided to the Agency within ten (10) days of the signing of this Agreement.

7. CONDITIONS OF THE PARTIES' OBLIGATIONS

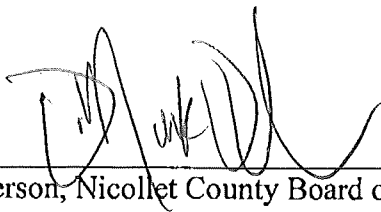
- A. This Agreement may be canceled by either party at any time with or without cause upon thirty (30) days' written notice to the other party. In such event, the County shall be entitled to payment for all services provided through the date of the written notice on a prorate basis.
- B. Any alteration, variation, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

8. RECORDS—AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, subd. 5, the School agrees that the Agency, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the School and involve transactions relating to this Agreement and for six (6) years after its termination or cancellation.

9. MISCELLANEOUS

- A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the School and Agency relating to the subject matter hereof. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.
- B. Health Insurance Portability and Accountability Act: The School and Agency agree to comply with the Health Insurance Portability Accountability Act (HIPPA) and, if necessary, sign a business associate contract with the Agency.



Chairperson, Nicollet County Board of Commissioners

3.24.26

Date

Chairperson, Independent School District 508 – St. Peter Public Schools

Date

APPROVED AS TO FORM AND EXECUTION:

Nicollet County Attorney

Date

