

## LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by, between and among Independent School District No. 241 (the "District") and Freeborn County.

WHEREAS, the District desires to utilize the services of one (1) probation officer pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, it is agreed by, between and among the parties as follows:

1. Subject to the terms and conditions set forth in this Agreement, the District hereby agrees to utilize the services of one (1) probation officer for the purpose of student retention from **August 19<sup>th</sup>, 2025 through May 27<sup>th</sup>, 2026**. One probation officer shall service Albert Lea High School/Southwest Middle School. Freeborn County shall execute and deliver proper notice to the District that this Agreement constitutes a valid and binding obligation of Freeborn County for the time period stated.
2. In consideration of the full and complete performance of the agreed services in paragraph 1 hereof, District agrees to compensate Freeborn County an amount equal to **Twenty nine thousand, eight hundred and four Dollars and no/100 cents (\$29,804.00)**. It is understood that all Federal, State and local taxes are included in the cost of said services.  
  
Freeborn County shall invoice the District for the services performed at least once annually, and the District shall pay such invoice within thirty-five (35) days following receipt. Freeborn County invoices shall show the Freeborn County employee by name and title, the specific days and hours worked.
3. Freeborn County agrees to provide truancy services as described in Exhibit "A", which is attached hereto and made a part of this Agreement.
4. The District reserves the right to extend the contract term basis, subject to Freeborn County's concurrence.
5. Either District or Freeborn County may terminate the Term of Services under this Agreement at any time and for any reason by providing the other party with thirty (30) days written notice.

Further, either District or Freeborn County may terminate the Term of Services under this Agreement by providing the other party with five (5) days written notice in the event the other party commits a material breach of this Agreement or otherwise fails to comply with its material obligations under this Agreement.

6. The District and Freeborn County acknowledge and agree that the Freeborn County probation officer is not an employee of the District, and that Freeborn County or its agents will have no authority to bind the District or otherwise incur liability on behalf of the District without express delegation of authority by the District. The District shall have no obligation to provide any employee benefits or privileges of any kind or nature to Freeborn County probation officer, including, without limitations, insurance benefits, pension benefits, or the like.
7. Freeborn County and its probation officers are not entitled to access private or confidential data maintained by the School District, including, but not limited to, private personnel data and private student data, unless state or federal law allows such access. In the event that the probation officers learn private student data or private personnel data in connection with their assignment to the schools, such information cannot be shared with individuals other than School District employees who have a legitimate need to know such information, unless otherwise authorized by the law.

Freeborn County further agrees to indemnify the District against any loss or liability resulting from, or arising in connection with, unauthorized use or disclosure of Confidential/Private Information by Freeborn County or its probation officers.

8. The School District's sole authorized representative in matters relating to this Agreement is ~~Superintendent Dr. Steve Heil~~, unless Freeborn County is notified in writing of an additional or substitute representative. Said Representative shall have final authority for acceptance of Freeborn County's services as satisfactory and shall certify acceptance on each invoice submitted by Freeborn County. Freeborn County shall not rely on the directives or interpretations of any other individual as representing the School District under this Agreement.
9. Freeborn County acknowledges and agrees that it and its employees and agents that are assigned to perform services under this Agreement shall comply with the policies set forth in Exhibit B hereto and with any amendments to those policies that are made during the term of this Agreement.
10. Freeborn County hereby represents and warrants that it:
  - a. Is not subject to any restrictions whatsoever which would prevent it from entering into or carrying out the provisions of this Agreement;
  - b. Possesses all licenses, permits, approvals and other certificates necessary and required for performing the services pursuant to this Agreement;
  - c. Possesses the proper skill, training, experience and background so as to be able to perform this Agreement in a competent and professional manner; and
  - d. Has full authority to enter into this Agreement and consummate the transaction contemplated hereby.

11. Both parties shall, at its own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the facilities of the District in conjunction with any use of the District facilities named in paragraph hereto in amounts reasonably satisfactory to the District and Freeborn County.
12. This Agreement contains the entire agreement between Freeborn County and the School District with respect to the services. All prior agreements and understandings are superseded hereby.
13. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties hereto. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
14. Any notices or demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after deposit in a regularly maintained receptacle of the United States Postal Service, postage prepaid, return receipt requested and addressed as follows or as the parties may from time to time designate in writing:

TO: Albert Lea School District:

**U.S. Mail**

Independent School Dist. 241  
Attn: Sup. Steve Heil  
211 W. Richway Drive  
Albert Lea, MN 56007

**Non-Mail**

Independent School Dist. 241  
Attn: Sup. Steve Heil  
211 W. Richway Drive  
Albert Lea, MN 56007

TO: Freeborn County Probation Services:

Lyndon Stinson  
411 South Broadway  
Albert Lea, MN 56007

Lyndon Stinson  
411 South Broadway  
Albert Lea, MN 56007


15. If any provision of this Agreement is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such prohibited illegal or invalid provision had never constituted a part hereof, with this Agreement being enforced to the fullest extent possible.

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against either party.

Executed as of the day and date first written above.

FREEBORN COUNTY

ALBERT LEA AREA PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 241

BY:  BY: \_\_\_\_\_  
ITS: Lyndon Stinson  
Director, Probation Services ITS: \_\_\_\_\_

## **Exhibit A**

### **Scope of Services**

Provide a technically and professional qualified individuals deemed acceptable to the School District to assist the School District in its retention of students. Scope of work includes, but is not limited to the following:

- 1) Full professional responsibility for all truancy services provided at the School District.
- 2) Assist in weekly multi-disciplinary team meetings with District staff.
- 3) Provide periodic in-service for District staff regarding truancy issues.
- 4) Ensure the confidentiality of all student information.
- 5) Assist in the development of appropriate individual student plans.
- 6) Assist in team building and healthy team functioning in all programs.
- 7) Provide consultation to district staff on student truancy issues.
- 8) Ensure that all services are within the scope and duties as appointed by the Court.