

## MEMORANDUM OF UNDERSTANDING



between

**East Grand Forks Public Schools**

and



**Grand Forks Public School District No. 1**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into by and between **GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1**, a public school district organized and existing under the laws of the State of North Dakota ("GFPS"), and **EAST GRAND FORKS PUBLIC SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of Minnesota ("EGFPS"). GFPS and EGFPS may be referred to herein individually as a "Party" and collectively as the "Parties."

### Recitals

**WHEREAS**, the Grand Forks Area Career & Technology Center (GFACTC) was a virtual career and technology center, organized pursuant to N.D.C.C. Ch. 15-20.2, and was approved on January 17, 2012, by the State Board of Career and Technical Education Center of North Dakota as an area career and technology center, beginning with the 2013-2014 school year.

**WHEREAS**, GFACTC consisted of eight (8) participating school districts: Grand Forks Public School District No. 1, Central Valley Public School District, Hatton Public School District, Hillsboro Public School District, Larimore Public School District, May-Port CG Public School District, Northwood Public School District, and Thompson Public School District, and remained the eight participating members for GFACTC's existence.

**WHEREAS**, GFPS built and owns, operates, and administers a career and technical education program at the Career Impact Academy (the "Academy") located at 4201 Career Drive, Grand Forks, North Dakota 58203, to serve as a brick and mortar area career and technology center, absorbing the governance, operations, and financial functions of GFACTC and expanding on the available course offerings with onsite, face-to-face instructional delivery; and

**WHEREAS**, since the Academy was built, GFACTC was no longer needed and it no longer exists; and

**WHEREAS**, GFPS desires to make certain Academy courses and related instructional services available to high school students enrolled in EGFPS; and

**WHEREAS**, EGFPS desires to allow certain of its eligible students to attend the Academy for specified courses and to obtain academic credit from their enrollment and successful completion of such courses; and

**WHEREAS**, the Parties desire to set forth their mutual understandings and agreements concerning the provision and receipt of such educational services, including, without limitation, curriculum, instruction, grading, transportation, fees, and other matters; and

**WHEREAS**, the Parties intend that this MOU constitute a binding intergovernmental agreement setting forth their respective rights and obligations, subject to applicable law and the powers and limitations of each governing school board;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the Parties agree as follows:

**Section 1. Defined Terms.** For purposes of this MOU, the following terms shall have the meanings set forth below.

1. "**Academy**" means the Career Impact Academy owned, operated, and administered by GFPS, including its facilities, equipment, curriculum, programs, and instructional services, located at 4201 Career Drive, Grand Forks, North Dakota 58203.
2. "**Academic Year**" means the school year during which this MOU is in effect, beginning on or about August 1, 2026, and ending on or about June 30, 2027, as further described in Section 3.
3. "**Applicable Law**" means all applicable federal, State of North Dakota, and local constitutions, statutes, laws, ordinances, regulations, administrative rules, rules of professional conduct, and orders of any court or governmental authority having jurisdiction over GFPS or the subject matter of this MOU, including but not limited to laws governing public school districts, student privacy, and special education.
4. "**Courses**" or "**Classes**" means the specific Academy courses approved by GFPS and made available to eligible students of EGFPS under this MOU, each aligned to defined course descriptions, instructional hours, and academic credit.
5. "**Effective Date**" means August 1, 2026, unless otherwise agreed in writing by the Parties.
6. "**Semester**" means a standard academic semester as defined in GFPS's official academic calendar for the 2026–2027 Academic Year.
7. "**Students**" means the duly enrolled high school students of EGFPS who meet eligibility and prerequisite requirements established by GFPS and who are authorized by EGFPS to attend one or more Courses at the Academy pursuant to this MOU.
8. "**Tuition Fee**" means the fee payable by EGFPS to GFPS as set forth in Section 6, currently agreed as six hundred dollars (\$600) per Student, per Course, per Semester.

## **Section 2. Purpose and Scope**

1. **Purpose.** The purpose of this MOU is to formalize the Parties' understanding and agreement regarding:

- A. The provision by GFPS of Academy Courses, instruction, grading, and related educational services to Students of EGFPS; and
  - B. The responsibilities of EGFPS with respect to Student participation, including selection and authorization of Students, transportation, supervision expectations, and payment of Tuition Fees.
2. **Non-exclusive Arrangement.** Unless expressly stated otherwise herein, nothing in this MOU shall be construed to create an exclusive arrangement. Each Party remains free to enter into similar arrangements with other school districts or educational entities, subject to its legal authority and obligations.

### Section 3. Term and Renewal

1. **Initial Term.** The term of this MOU shall commence on the Effective Date of August 1, 2026 and, unless earlier terminated in accordance with Section 14, shall continue in full force and effect through June 30, 2027 (the "Term").
2. **Use Limited to Term.** This MOU authorizes Student participation in Academy Courses only during the Term. Any extension of such participation beyond the Term shall require the execution of a written amendment or new agreement approved by the governing boards of both Parties.
3. **Optional Renewal.** The Parties may, but are not obligated to, renew or extend this MOU for additional terms upon mutual written agreement of the Parties and approval by their respective governing boards, executed no later than a mutually agreed date prior to the expiration of the then-current Term.

### Section 4. GFPS Responsibilities

1. **Program Operation and Management.** GFPS shall have sole responsibility and authority for the operation, management, and administration of the Academy, including, without limitation:
  - A. Overall governance and day-to-day management of the Academy;
  - B. Scheduling of Courses, class times, and academic calendar; and
  - C. Compliance with Applicable Law regarding the operation of the Academy.
2. **Curriculum and Course Work.** GFPS shall:
  - A. Develop, adopt, implement, and maintain all curriculum, syllabi, course descriptions, and related instructional materials for the Courses offered to Students;

- B. Determine all Course content, instructional methods, instructional hours, and competencies to be taught and assessed;
- C. Ensure that the Courses are designed to meet applicable North Dakota academic and career and technical education standards, to the extent required by North Dakota law; and
- D. Communicate with EGFPS regarding current Course descriptions, and prerequisite requirements for each Course; and
- E. Collaborate with EGFPS to determine Course offerings and class schedules on an annual basis, but GFPS shall have the final decision-making as to what Courses will be offered and class schedules.

**3. Staffing and Employment.** GFPS shall:

- A. Employ, assign, supervise, evaluate, and, where necessary, discipline or terminate all Academy personnel, including but not limited to teachers, instructional assistants, administrators, and support staff;
- B. Ensure that instructional staff assigned to the Courses meet all certification and licensure requirements imposed by Applicable Law;
- C. Be solely responsible for the payment of all salaries, wages, benefits, payroll taxes, and other compensation, and for compliance with all employment-related laws with respect to Academy personnel; and
- D. Maintain sole control over the selection, assignment, and removal of Academy personnel, without any right of control, supervision, or approval by EGFPS.

**4. Instruction and Grading.** GFPS shall:

- A. Provide instruction for Students enrolled in the Courses during the Term in accordance with the curriculum and Course schedule;
- B. Establish and apply grading policies, assessment methods, and evaluation criteria for the Courses, consistent with GFPS policies and Applicable Law;
- C. Assign and record grades or other assessments for each Student in accordance with GFPS's grading system and timelines; and
- D. Provide official grade reports or transcripts for Students enrolled from EGFPS in a mutually agreed format and schedule, so that EGFPS may record academic credit on Student records in accordance with its own policies.

**5. Facilities, Equipment, and Materials.** GFPS shall:

- A. Provide appropriate classroom, laboratory, and/or workshop space, as applicable to the Courses;
- B. Provide necessary equipment, tools, instructional technology, and standard consumable materials reasonably required to deliver the Courses (except as otherwise agreed in writing by the Parties);
- C. Maintain Academy facilities and equipment in a safe and operable condition consistent with Applicable Law and generally accepted school facility practices; and
- D. Provide for custodial, maintenance, and utility services for Academy facilities.

**6. Safety and Supervision on Site.** GFPS shall:

- A. Be responsible for the supervision, safety, and discipline of Students while Students are physically present at the Academy during scheduled instructional time or other Academy-sponsored activities, in accordance with GFPS policies and Applicable Law;
- B. Implement and enforce student conduct codes, safety procedures, and emergency protocols applicable at the Academy;
- C. Promptly notify EGFPS of any serious disciplinary incident, injury, or safety concern involving a Student from EGFPS;
- D. Determine whether a Student of EGFPS shall be removed from the Academy due to violation of GFPS policies and procedures and EGFPS shall coordinate such removal of a Student with GFPS; and
- E. Cooperate with EGFPS in any necessary parental notifications regarding such incidents, consistent with Applicable Law.

**7. Compliance With Laws.** GFPS shall:

- A. Comply with all Applicable Law relating to the provision of public education, including but not limited to laws and regulations concerning student privacy, nondiscrimination, health and safety, special education, and civil rights;
- B. Maintain all licenses, permits, and approvals required to operate the Academy and deliver the Courses; and
- C. Cooperate reasonably with EGFPS in responding to lawful requests for public records or regulatory information that relate to this MOU, subject to Applicable Law.

## **Section 5. EGFPS Responsibilities**

### **1. Student Identification and Eligibility.** EGFPS shall:

- A. Identify prospective Students for participation in the Courses, ensure that they meet prerequisites and eligibility criteria established by GFPS and Applicable Law, and obtain necessary parental/guardian consents for participation;
- B. Provide GFPS by the end of the spring semester prior to the Academic Year with accurate Student rosters, including legal names, grade levels, emergency contact information, and any other information reasonably required for enrollment and provision of services, subject to student privacy laws; and
- C. Cooperate with GFPS regarding enrollment caps or limits on the number of Students per Course, as reasonably determined by GFPS based on capacity, safety, and instructional considerations.

### **2. Transportation.** EGFPS shall:

- A. Arrange for, manage, and be solely responsible for the method transportation of Students, whether by Students' families or EGFPS's responsibility, to and from the Academy for all scheduled Courses and related Academy activities under this MOU;
- B. Ensure that transportation is provided in compliance with Applicable Law, including laws and regulations governing student transportation, driver qualifications, vehicle safety, and insurance requirements;
- C. If EGFPS chooses to transport their Students EGFPS, shall bear all costs associated with such transportation, including fuel, maintenance, insurance, and driver compensation; and
- D. Establish procedures to ensure timely arrival and departure of Students and to coordinate with GFPS concerning start and end times for the Courses.

### **3. Student Conduct and Discipline Coordination.** EGFPS shall:

- A. Inform Students and parents/guardians of applicable conduct expectations both at the Academy and in transit;
- B. Cooperate with GFPS in addressing Student misconduct occurring at the Academy or in connection with Academy Courses, including participation in disciplinary conferences or hearings as appropriate; and
- C. Enforce, as appropriate under GFPS's and EGFPS's policies and Applicable Law, additional disciplinary consequences at EGFPS for serious misconduct by its Students occurring at the Academy or en route to or from the Academy.

**4. Student Records and Credit Recognition.** EGFPS shall:

- A. Accept, record, and reflect on each Student's academic record the grades, credits, or competency designations assigned by GFPS for Courses completed by Students under this MOU, in accordance with EGFPS's policies and applicable graduation requirements;
- B. Maintain Student educational records and documentation related to participation in the Courses, including grades and credits received, in accordance with Applicable Law;
- C. Coordinate with GFPS to ensure that Students and parents/guardians receive timely information regarding enrollment, schedules, and grades; and
- D. Ensure that any requests from Students or parents/guardians regarding grade disputes are addressed through GFPS's applicable policies and processes, recognizing GFPS's authority over grading decisions.

**5. Special Education and Related Services.** EGFPS shall:

- A. Retain primary responsibility, as the Students' district of residence, for the identification, evaluation, and provision of special education and related services required under the Individuals with Disabilities Education Act and corresponding Minnesota law;
- B. Coordinate with GFPS to determine reasonable accommodations, supports, or modifications for Students with disabilities while attending the Academy, consistent with each Student's individualized education program (IEP) or Section 504 plan; and
- C. Bear responsibility for providing or funding any one-to-one aides, interpreters, or specialized transportation that may be required by a Student's individualized education program (IEP) or Section 504 plan, unless otherwise mutually agreed in writing.

**6. Compliance With Laws.** EGFPS shall:

- A. Comply with all Applicable Law relating to its role in authorizing Student participation, providing transportation, and maintaining Student records;
- B. Maintain all approvals and authorities necessary to operate as a public school district and to enter into this MOU; and
- C. Cooperate reasonably with GFPS in responding to lawful requests for public records or regulatory information that relate to this MOU, subject to Applicable Law.

## **Section 6. Tuition Fees, Invoicing, and Payment**

1. **Fee Structure.** For each Student from EGFPS who is enrolled in and attends a Course at the Academy during a Semester under this MOU, EGFPS shall pay to GFPS a Tuition Fee in the amount of six hundred dollars (\$600) per Student, per Course, per Semester. Any increase in rates are to be mutually agreed upon between the Parties in writing.

### **2. Basis of Billing.**

A. Tuition Fees shall be calculated based on Student enrollment as of GFPS's official enrollment count date for each Semester, as established in GFPS's academic calendar and communicated to EGFPS in advance.

B. Unless otherwise mutually agreed in writing, no proration or adjustment shall be made for Students who withdraw from a Course after the enrollment count date for that Semester, except in extraordinary circumstances approved in writing by GFPS in its reasonable discretion.

C. The Tuition Fees cover all participation costs for the available Academy Courses, including faculty salaries, lab space, equipment, and supplies for the deliver of the Course curriculum.

### **3. Invoicing.**

A. On or about January 15<sup>th</sup> of 2027, GPFS shall invoice EGFPS one-half of the total fee. The remaining balance shall be invoiced by GFPS at the end of the Academic Year on or about May 31, 2027. GFPS shall issue to EGFPS a written invoices itemizing:

1. The number of Students from EGFPS enrolled in each Course;
2. The total number of Student-Course-Semester enrollments for that Semester;  
and
3. The total Tuition Fees due for that Semester.

B. Invoices shall be sent in accordance with the notice provisions of Section 15.

### **4. Payment Terms.**

A. EGFPS shall pay all undisputed amounts set forth in each invoice within thirty (30) calendar days after its receipt of such invoice, unless a different period is required by Applicable Law or agreed in writing by the Parties.

B. If EGFPS disputes any portion of an invoice in good faith, it shall notify GFPS in writing within fifteen (15) calendar days of receipt of the invoice, specifying the disputed amount and the basis for the dispute. EGFPS shall timely pay all undisputed portions of the invoice.

- C. The Parties shall cooperate in good faith to resolve billing disputes as promptly as practicable. Any resolved disputed amount shall be paid within thirty (30) days after resolution.
5. **Taxes.** The Parties acknowledge that, as public school districts, they may generally be exempt from certain taxes under Applicable Law. Nevertheless, if any taxes are lawfully imposed on the Tuition Fees or related payments under this MOU and cannot be lawfully exempted, the Parties shall allocate responsibility for such taxes in accordance with Applicable Law and any applicable exemptions, and shall cooperate in good faith to minimize any tax burden.

## **Section 7. Admissions, Enrollment, and Attendance**

1. **Course Availability and Capacity.** GFPS shall determine, in its reasonable discretion, which Courses will be made available to Students from EGFPS and the maximum number of Students from all participating districts who may enroll in each Course, based on capacity, staffing, safety considerations, and program design. GFPS and EGFPS acknowledge and agree that students of member schools of the Career Impact Academy would be provided priority for participation in Courses at the Academy over EGF. GFPS, in collaboration with EGFPS, shall have the right to cancel a Course at any time prior to it commencing if less than an adequate number of students are registered or if faculty staffing for that Course is unable to be hired by GFPS.
2. **Enrollment Procedures.** The Parties shall develop and mutually agree upon procedures and timelines for:
- A. Student application and selection;
  - B. Submission of enrollment requests by EGFPS;
  - C. Confirmation of enrollment by GFPS; and
  - D. Communication of schedules and any changes to Students and parents/guardians.
3. **Attendance and Absences.**
- A. GFPS shall maintain attendance records for Students while they are at the Academy and shall report attendance data to EGFPS in a mutually agreed format and schedule.
  - B. EGFPS shall be responsible for integrating Academy attendance information into its own attendance records and for determining and implementing any consequences for excessive absences, subject to Applicable Law.

4. **Removal of Students.** GFPS reserves the right, consistent with Applicable Law and GFPS policies, to remove or recommend removal of a Student from a Course or the Academy for significant safety, misconduct, or academic reasons. GFPS shall:

- A. Provide timely notice to EGFPS of any such removal or recommended removal; and
- B. Coordinate with EGFPS to determine an appropriate alternative placement or programming for the Student, consistent with Applicable Law.

## **Section 8. Academic Credit, Records, and Reporting**

### **1. Award of Credit.**

- A. GFPS shall determine whether a Student has met the academic requirements to receive a passing grade and credit for each Course.
- B. EGFPS shall accept and apply such grades and credits toward the Student's graduation requirements or elective credits, in accordance with EGFPS policies and Applicable Law, provided that such Courses have been pre-approved by EGFPS as credit-bearing.

### **2. Transcripts and Records.**

- A. GFPS shall maintain accurate academic records, including grades and course completion data, for Students enrolled in the Courses.
- B. GFPS shall provide such academic information to EGFPS in a timely manner and in a format reasonably requested by EGFPS, consistent with student privacy laws.

### **3. Student Privacy.**

- A. Each Party shall comply with all Applicable Law regarding the confidentiality and privacy of Student educational records, including, to the extent applicable, the Family Educational Rights and Privacy Act and corresponding state law.
- B. Neither Party shall disclose personally identifiable Student information to third parties except as permitted or required by Applicable Law or with appropriate parental/guardian consent, as applicable.

4. **Data Sharing and Use.** The Parties may share Student-level and aggregate data reasonably necessary to accomplish the purposes of this MOU, subject to:

- A. Execution of any additional written agreements that may be required by Applicable Law to safeguard Student data; and

- B. Implementation of appropriate administrative, technical, and physical safeguards to protect such data.

## **Section 9. Insurance and Risk Management**

1. **Insurance Coverage.** Each Party shall, at its own expense, procure and maintain for the duration of this MOU insurance coverage or self-insurance customary for public school districts in the state of which the school district's are located, including, without limitation:
  1. General liability coverage;
  2. Educators' legal liability or errors and omissions coverage (or equivalent);
  3. Automobile liability coverage for owned, hired, or non-owned vehicles used for Student transportation (for EGFPS); and
  4. Workers' compensation coverage as required by Applicable Law for its employees.
2. **Certificates of Insurance.** Upon written request by the other Party, and to the extent consistent with Applicable Law and self-insurance practices, each Party shall provide reasonable evidence of coverage, which may include certificates of insurance or equivalent documentation.
3. **Risk Allocation.** Nothing in this MOU shall be construed to waive, limit, or modify any defense or immunity afforded to either Party, or its officers, employees, or agents, under Applicable Law, including governmental immunity. To the extent permitted by Applicable Law, each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and contractors.

## **Section 10. Limitation of Liability**

1. **Limitation of Liability.** To the extent permitted by Applicable Law:
  1. Neither Party shall be liable to the other Party for any incidental, consequential, special, or punitive damages arising out of or related to this MOU, even if advised of the possibility of such damages; and
  2. The liability of each Party shall be subject to and limited by Applicable Law, including any applicable statutory caps on damages and governmental immunity provisions.

## **Section 11. Nondiscrimination**

1. **Compliance With Nondiscrimination Laws.** Each Party shall comply with all Applicable Law prohibiting discrimination on the basis of race, color, national origin, sex, disability, religion, age, or any other legally protected characteristic in the administration of its programs, admissions, and employment.
2. **Equal Access to Courses.** GFPS shall not unlawfully discriminate in admission of Students from EGFPS to the Courses offered under this MOU. Admission decisions may, however, be based on capacity, safety, prerequisite completion, and academic readiness, applied in a nondiscriminatory manner.

## **Section 12. Governance, Communication, and Coordination**

1. **Designated Representatives.** Each Party shall designate a primary administrative representative to serve as the primary point of contact for matters related to this MOU. The initial designated representatives are:
  - A. For GFPS: [Name, Title, Address, Telephone, Email]
  - B. For EGFPS: [Name, Title, Address, Telephone, Email]
2. **Policies and Procedures.** GFPS shall provide copies or summaries of relevant Academy policies and procedures applicable to Students and staff. EGFPS shall reasonably assist in communicating such policies and procedures to Students and parents/guardians.

## **Section 13. Dispute Resolution**

1. **Informal Resolution.** In the event of any dispute, claim, or disagreement arising out of or relating to this MOU, the Parties shall first attempt in good faith to resolve the matter informally through discussions between the designated representatives identified in Section 12.
2. **Escalation.** If the Parties are unable to resolve the dispute at the level of the designated representatives within a reasonable period (e.g., thirty (30) days), the dispute shall be escalated to the superintendents (or their designees) of each Party, who shall meet and confer in good faith to attempt to resolve the matter.
3. **Further Resolution.** If the dispute remains unresolved after escalation to the superintendents, either Party may pursue any remedies available at law or in equity, subject to Applicable Law and the venue and governing law provisions of this MOU.

## **Section 14. Termination and Withdrawal**

1. **Termination by Mutual Consent.** This MOU may be terminated at any time by mutual written agreement of the Parties, signed by duly authorized representatives and approved by their governing boards as required by Applicable Law.

2. **Termination for Convenience/Withdrawal.** Either Party may withdraw from and terminate this MOU without cause by providing the other Party at least ninety (90) days' prior written notice of its intention to terminate (a "Termination Notice").
3. **Timing of Termination Relative to Semesters.**
  - A. The Parties shall endeavor, when practicable, to provide any Termination Notice such that termination is effective at the end of a Semester, to minimize disruption to Students.
  - B. Unless otherwise agreed by the Parties in writing:
    1. Students who are already enrolled and attending a Course as of the date a Termination Notice is given shall generally be permitted to complete the then-current Semester; and
    2. No new Students shall be enrolled from the withdrawing Party for any Semester commencing after the effective date of termination specified in the Termination Notice.
4. **Termination for Material Breach.** Either Party may terminate this MOU for material breach by the other Party if:
  - A. The non-breaching Party provides written notice to the breaching Party describing the material breach in reasonable detail; and
  - B. The breaching Party fails to cure such breach within thirty (30) days after receipt of such notice, or such longer period as may be mutually agreed in writing if the breach is not reasonably curable within thirty (30) days but the breaching Party has commenced and is diligently pursuing cure.
5. **Effect of Termination.** Upon expiration or termination of this MOU for any reason:
  - A. GFPS shall cease enrolling new Students from EGFPs in Academy Courses for any Semester commencing after the effective date of termination;
  - B. The Parties shall cooperate in good faith to allow enrolled Students, to the extent practicable and subject to Applicable Law and safety considerations, to complete any Course in progress or to transition to appropriate alternative educational placements;
  - C. EGFPs shall pay GFPS all undisputed Tuition Fees and other amounts owed for Courses provided prior to the effective date of termination, in accordance with Section 6;

- D. Each Party shall return or, if authorized, securely destroy any confidential or personally identifiable information of the other Party in its possession, consistent with Applicable Law; and
- E. All provisions of this MOU that by their nature should survive termination (including but not limited to those relating to payment obligations accrued prior to termination, student records and privacy, indemnification, limitation of liability, and governing law) shall survive.

## **Section 15. Notices**

1. **Form and Delivery.** All notices, invoices, requests, approvals, consents, and other communications required or permitted under this MOU ("Notices") shall be in writing and shall be deemed duly given when:

- 1. Delivered personally to an authorized representative of the receiving Party;
- 2. Sent by nationally recognized overnight courier, with confirmation of delivery;
- 3. Mailed by registered or certified mail, return receipt requested, postage prepaid; or
- 4. Sent by email to the email address of the designated representative, with confirmation of transmission, provided that a copy is also sent by one of the methods described in subsections 1, 2, or 3 above if requested by either Party.

2. **Addresses.** Notices shall be sent to the following addresses (or to such other address as a Party may designate by Notice in accordance with this Section):

1. **If to GFPS:**

Grand Forks Public School District No. 1  
Attn: Superintendent  
PO Box 6000  
2400<sup>th</sup> Ave South  
Grand Forks, ND 58201

**If to EGFPS:**

East Grand Forks Public Schools  
Attn: Superintendent  
1427 6<sup>th</sup> Ave. NW  
East Grand Forks, MN 56721

3. **Effective Date of Notice.** Notices shall be deemed effective:

1. On the date of personal delivery;
2. On the date delivered by overnight courier as shown in courier records;
3. Three (3) business days after deposit in the United States mail as certified or registered mail; or
4. On the date of confirmed email transmission, if followed by a hard copy upon request.

#### **Section 16. Governing Law and Venue**

1. **Governing Law.** This MOU shall be governed by, and construed in accordance with, the laws of the State of North Dakota, without regard to its conflict of laws principles.
2. **Venue.** Any legal action or proceeding arising out of or relating to this MOU shall, to the extent permitted by Applicable Law, be brought in a court of competent jurisdiction located within Grand Forks County, State of North Dakota, each Party hereby consents to the jurisdiction and venue of such courts for such purposes.

#### **Section 17. No Third-Party Beneficiaries**

This MOU is entered into solely for the mutual benefit of the Parties. Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person or entity other than the Parties any legal or equitable right, benefit, or remedy of any nature whatsoever, except that it is recognized that Students and parents/guardians are the intended beneficiaries of the educational services contemplated by this MOU, without thereby conferring third-party beneficiary status.

#### **Section 18. Relationship of the Parties**

1. **Independent Public Entities.** The Parties are independent public entities, and nothing in this MOU shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.
2. **No Authority to Bind.** Neither Party has the authority to bind the other Party or to incur obligations on the other Party's behalf, except as expressly provided in this MOU or as required by Applicable Law.

#### **Section 19. Public Records and Transparency**

1. **Public Records.** Each Party acknowledges that it may be subject to public records laws applicable to public school districts in the State of North Dakota and State of Minnesota. Each Party shall be responsible for responding to public records requests directed to it in accordance with Applicable Law.
2. **Cooperation.** To the extent a public records request directed to one Party seeks documents or information originating from or possessed by the other Party, the Parties shall cooperate

in good faith to locate and provide such records, subject to Applicable Law and any applicable exemptions.

## **Section 20. Amendment and Waiver**

1. **Amendment.** This MOU may be amended, modified, or supplemented only by a written instrument signed by duly authorized representatives of both Parties and, where required by Applicable Law, approved by their respective governing boards.
2. **Waiver.** No waiver of any provision of this MOU shall be effective unless set forth in a written instrument signed by the Party granting the waiver. The failure of either Party at any time to require performance of any provision of this MOU shall not affect that Party's right to require performance at any time thereafter, nor shall any waiver of any breach constitute a waiver of any subsequent breach.

**Section 21. Assignment.** Neither Party may assign or transfer its rights or obligations under this MOU, whether by assignment, delegation, operation of law, or otherwise, without the prior written consent of the other Party and, where required by Applicable Law, approval by the assigning Party's governing board. Any purported assignment in violation of this Section shall be void.

**Section 22. Severability.** If any provision of this MOU or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of this MOU shall remain in full force and effect, provided that the essential purposes of this MOU are not thereby materially impaired.

**Section 23. Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations, understandings, representations, and communications, whether written or oral, relating to such subject matter.

## **Section 24. Execution and Effective Date**

1. **Authority.** Each individual signing this MOU on behalf of a Party represents and warrants that he or she is duly authorized to execute this MOU on behalf of such Party, and that all necessary approvals, including but not limited to governing board approval, have been or will be duly obtained.
2. **Counterparts; Electronic Signatures.** This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic or facsimile means shall be deemed original signatures for all purposes.

***SIGNATURE PAGE TO FOLLOW***

**IN WITNESS WHEREOF**, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates set forth below.

**GRAND FORKS PUBLIC SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_  
Name: Dave Berger  
Title: Board President

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

By: \_\_\_\_\_  
Name: Dr. Terry Brenner  
Title: Superintendent

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

**EAST GRAND FORKS PUBLIC SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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