

Contract for Consultant

This document is a letter of agreement for the provision and purchase of governmental relations consulting services. It is entered into by the Minnesota Administrators for Special Education (The Association) and Brad Lundell (The Consultant).

1. **Services Provided by the Consultant:** The Consultant agrees to furnish the Association with the following services:
 - Regular monitoring of legislative activities that are, or might be expected to be, related to the interests and concerns of the Association;
 - Assistance to the Association's President and committees, task forces, or individuals who work on legislative issues in helping develop the Association's legislative platform;
 - Research and analysis of key legislative issues pertaining to the Association's legislative platform;
 - Assistance in coordinating and enhancing the Association's presence at the Legislature by arranging meetings between legislators and members of the Association as needed and assisting the Association in the preparation of testimony to be presented to legislative or administrative audiences;
 - Communication of legislative action through regular communication, including a bi-weekly email communication during the legislative session to be distributed to membership;
 - Collaborate with the MASE Executive Director to coordinate legislative advocacy;
 - Be aware of and communicate other associations' legislative platforms, activities, and initiatives; and,
 - Provide services to the President as directed.
2. **Length of this Agreement:** This agreement becomes effective July 1, 2019, and continues until June 30, 2020, or until one party, or the two mutually, move to end or modify it. Either party may move for termination or modification of this agreement by giving the other party written notice at least thirty (30) days in advance of the intended date of termination or modification. Likewise, the contract may be extended should the legislative session extend beyond the effective date upon which the agreement is scheduled to end.
3. **Fees and Payment:** In consideration for the provision of the services listed in Section 1, the Association agrees to pay the Consultant the sum of \$16,394 in increments of \$1,366 per month for the duration of the contract.

Beginning July 1, 2014, and each subsequent year this agreement is extended as described in Section 2 ("Length of this Agreement") above, compensation will be increased each year by 1% plus a 1 to 2% performance bonus, dependent on submission of a final report and action of the Board of Directors.
4. **Additional Services, Fees, and Reimbursements:** The Association agrees to reimburse the Consultant of out-of-pocket expenses that may be required in the performance of services outlined in Section 1. Consultant must have Association approval before the expense is made on behalf of the organization. Consultant is required to provide documentation of expenditure before reimbursement.

5. **Reportability and Supervision:** The Consultant will report directly to the Association's Executive Director, and the Executive Director will provide supervision of the Consultant's activities. All services provided under this contract shall be performed to the satisfaction of the Association and no payment shall be made for any portion of the contract not performed in a satisfactory manner.
6. **Contractor Status:** The Consultant serves as an independent contractor to the Association under the terms of this agreement. The Consultant is not considered an employee of the Association and, as such, as neither rights nor obligations of Association employees. Communication between the Consultant and the Association is considered privileged and cannot be released without the approval of both parties.
7. **Conflict of Interest Agreement:** The Consultant agrees to represent no other client before the Legislature whose interests would present a conflict of interest with those of the Association.

By Their Signatures, the parties indicate their legal authority to enter into and their acceptance of this agreement.

FOR HIMSELF

**FOR MINNESOTA ADMINISTRATORS
OF SPECIAL EDUCATION**

Brad Lundell, Consultant

Laura Pingry-Kile, Past President

Date: _____

Date: _____