Regular Business Meeting and Public Hearing

Online Meeting

Tuesday, June 15, 2021 5:30 PM

Agenda

1) Call to Order and Roll Call
2) Adoption of the Agenda
3) Acceptance of Minutes
    a. Minutes for May 11, 2021
4) Student and Community Recognitions
5) Public Hearing on the Tuttle School Building Closure
6) Public Comments
7) Reports and Recommendations from the Superintendent of Schools
8) Policy Committee Report
    a. Repeal of Policy 1040 and Adoption of Policies 3504 (Public Data Requests), 4200 (Personnel Data), and 5690 (Student Data)
9) Action Items by the Board of Education
    a. Approval of the Consent Agenda
        1. Personnel Items
            a. Approval of List A personnel matters (2021-06-ER-A)
            b. Approval of List B personnel matters (2021-06-ER-B)
        2. Contracts
            a. Contract with Airport Taxi for Transportation Service for 2021-2022 school year
            b. Contract with Bergan KDV to provide audit services
            c. Contract with Bille Bus for Transportation Service for 2021-2022 school year
            d. Contract amendment with CenturyLink for phone and data services
            e. Contract with Concur Technologies, Inc. for online financial processing systems
            f. Contract amendments with contract alternative schools
            g. Contract with Dreambox Learning for Online Adaptive Math Program
            h. Contract with Fastbridge Illuminate for Data and Assessment Software
            i. Contract with Follett for Destiny Library/Resource Manager
            j. Contract with Great Lake Transportation for Transportation Service for 2021-2022 school year
            k. Contract with Hays Companies, Inc. for insurance broker services for Minneapolis Public Schools
            l. Contract with Heartland Business Systems for Wireless hardware and installation services
            m. Contract with Hewlett Packard Financial Services for device leasing
            n. Contract with Hillyard for cleaning supplies
            o. Contract with iDream TV to provide live video and production services
            p. Contract with Indrotec to provide janitorial services

q. Contract with INGCO International to provide interpretation and translation services
r. Contract with Intrado Interactive Services Corporation for Electronic Emergency Management Application & Visitor Management Solution
s. Contract amendment with Insight Public Sector for Microsoft Licensing
t. Contract with Language Line Services to provide interpretation and translation services
u. Contract with Lexia Learning Systems for Software Renewal
v. Contract with Lorenz Transportation for Transportation Service for 2021-2022 school year
w. Contract with Magnet Schools of America for Professional Development Services
x. Contract with Mansfield Gas Company for Diesel & Unleaded Fuel for 2021-2022 school year
y. Contract with MEISA Transportation for Transportation Service for 2021-2022 school year
z. Contract with Metropolitan Transportation Network (MTN) for Transportation Service for 2021-2022 school year
aa. Contract with Metro Transit for Transportation Service for 2021-2022 school year
bb. Contract with Minneapolis & Suburban for Transportation Service for 2021-2022 school year
cc. Contract with Nearpod Inc. for Nearpod Licenses
dd. Contract with Newsela for Newsela Essentials
ee. Contract with Northstar Transportation for Transportation Service for 2021-2022 school year
ff. Contract with OGAP Math LLC to provide Professional Development Services
gg. Contract with Paragon Development Systems (PDS) for Cisco SmartNET Maintenance renewal and technical support
hh. Authorization to enter a contract with Parents in Community Action, Inc. (PICA) to provide early childhood services (*pending state funding*)
ii. Contract amendment with Ricoh Business Solution for providing copierclick, paper and labor
jj. Contract with Rift Valley Transportation for Transportation Service for 2021-2022 school year
kk. Contract with Seesaw for Software Renewal
ll. Contract with Septran Transportation for Transportation Service for 2021-2022 school year
mm. Contract with Unique Software for repair of student devices
nn. Contract with VSI Construction, Inc. to provide moving services to support CDD moves
oo. Contract with Waste Management for waste management services
pp. Authorization to enter a contract with YWCA of Minneapolis to provide early childhood services (*pending state funding*)
qq. Contract with U of M Reading Research Center for PRESS K-5

3. Resolutions
    a. Adoption of School District General Records Retention Schedule
b. Resolution to Close the Tuttle School Building
c. Approval of the Fiscal Year 2021-2022 District Budget
d. Approval of the 2021-2022 Capital Plan
e. Approval the Long-Term Facilities Maintenance (LTFM) 10-Year Plan
f. Capital Funds Transfer (2021-0027)
g. 2021-2022 Equity and Diversity Impact Assessment (EDIA) Recommendation
h. Resolution awarding bond sale 2021A

10) New Business
    a. Resolution condemning gun violence and calling for action
11) Reports from Board of Education Directors
12) Adjournment

Minneapolis Public Schools – Board of Education
Special School District No. 1
Regular Business Meeting
May 11, 2021

I. CALL TO ORDER

Call to Order of the Board of Education. Pursuant to due notice mailed to each member of the Board of Education not less than three days prior to the time of such meeting, the Board members met electronically in a regular business meeting conducted in accordance with Minnesota Statutes 13D.021 on May 11, 2021, commencing at 5:31 pm. Chair Ellison called the meeting to order.

I. ROLL CALL

Present: Directors: Siad Ali, Jenny Arneson, Kimberly Caprini, Adriana Cerrillo, Sharon El-Amin, Kim Ellison, Nelson Inz, Ira Jourdain, Josh Pauly, Student Representative Ghebremeskal, Superintendent Ed Graff – 11

II. APPROVAL OF THE AGENDA

MOTION: Director Arneson moved, seconded by Director Ali that the Board of Education, Special School District No. 1, approve the Agenda for May 11, 2021. Motion to approve the agenda was put to a roll-call vote and carried unanimously.

III. ACCEPTANCE OF MINUTES

MOTION: Director Pauly moved, seconded by Director Arneson that the Board of Education, Special School District No. 1, approve the Minutes for April 13, 2021. Motion to approve the Minutes was put to a roll-call vote and carried out unanimously.

IV. PUBLIC COMMENTS

Pre-recorded Public Comments were played

V. REPORTS AND RECOMMENDATIONS FROM THE SUPERINTENDENT OF SCHOOLS

a. COVID-19 Response Update
b. Legislative Session Update
c. 2021-2022 Budget
d. 2021-2022 Capital Plan Budget

VI. ACTION ITEMS BY THE BOARD OF EDUCATION

1. **Approval of Consent Agenda**

These action items represent those that do not involve major policy decisions, budget decisions, taxing decisions, bond awards or items related to the Superintendent's contract of evaluation. Business items on this agenda are previously authorized or budgeted expenditures.

1. *Personnel Items*
   a) *Personnel List A*
   b) *Personnel List B*
2. *Contracts Requiring Board of Education Approval*

a. *Contract amendment with AMAZEworks for Individual Instructional Supplies*
b. *Contract amendment with Canvas Health for mental health services*
c. *Contract amendment with Change Inc. for school mental health services*
d. *Contract amendments with Contract Alternative Schools*
e. *Contract amendment with Crisis Prevention Institute Inc. for training services*
f. *Contract amendment with GardaWorld (Whelan) for Operational Safety and Security Services*
g. *Contract amendment with Joshua Downham for lobbying services*
h. *Contract with Peterson Companies, Inc. for Patrick Henry High School Running Track Reconstruction project*
i. *Contract Amendment with Ratwik, Roszak, & Maloney, P.A. for Legal Services Agreements*
j. *Contract amendment with Russ Davis Wholesale Inc. to provide produce and supplies*
k. *Contract amendment with The Mental Health Collective dba Watercourse for mental health services*
l. *Contract amendment with Unique Software for device repairs*
m. *Contract amendment with Washburn Center for Children for school mental health services*

3. *Resolutions*
   a. *Resolution Approving Equal Treatment in Transporting Students Funding to Non-Public Schools*
   b. *Resolution Supporting GreenCorps Grant Application*
4. *Agreements*
   a. Easement Agreement for Bryn Mawr/Anwatin Storm Water Improvements
   b. Extension to Use and Management Agreement with YWCA of Minneapolis for fieldhouse
5. *Reports*
   a. Receive and File Annual Radon Testing Summary and Report

MOTION: Director Caprini moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the consent agenda and adopt the recommendations as presented by the Superintendent. The motion to approve the consent agenda was put to a roll-call vote and carried out unanimously.

2. **Approval of 2019-2021 Collective Bargaining Agreement with Minneapolis Federation of Teachers Adult Education**

RESOLUTION REGARDING APPROVAL OF THE 2017-2019 COLLECTIVE BARGAINING AGREEMENT BETWEEN SPECIAL SCHOOL DISTRICT NO.1, AND MINNEAPOLIS FEDERATION OF TEACHERS, LOCAL 59 - ADULT EDUCATION TEACHERS

WHEREAS, *Special School District No. 1 (District) and Minneapolis Federation of Teachers, Local 59 - Adult Education Teachers (Union) were parties to a collective bargaining agreement for the period of July 1, 2019, through June 30, 2021, and*
WHEREAS, *the collective bargaining agreement between the District and Union expired*

on June 30,2019; and
WHEREAS, *the District and Union engaged in collective bargaining negotiations, and reached a tentative agreement on a successor agreement through June 30, 2021; and*
WHEREAS, *the Union membership voted affirmatively to ratify the successor agreement.*
NOW, THEREFORE BE IT HEREBY RESOLVED, *that the Board of Directors of Special School District No. 1 hereby approves the collective bargaining agreement between Special School District No. 1, and Minneapolis Federation of Teachers, Local 59 - Adult*
Education Teachers, effective July 1, 2019, through June 30, 2021.

MOTION: Director Arneson moved, seconded by Director Pauly, that the Board of Education, Special School District No. 1, approve the Collective Bargaining Agreement with MFT Adult Education. The motion to approve the CBA was put to a roll-call vote and carried out unanimously.

3. **Revision of Policy 6450 and Repeal of Policy 3250 – Attachment 1**

MOTION: Director Pauly moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, approve revision of Policy 6450 and Repeal of Policy 3250. The motion to approve the revision and repeal was put to a roll-call vote and carried out unanimously.

4. **Revision of Policy 5600 – Attachment 2**

MOTION: Director Pauly moved, seconded by Director Arneson, that the Board of Education, Special School District No. 1, repeal Policy 5600. The motion to repeal was put to a roll-call vote and carried out unanimously.

5. **Capital Fund Transfer**

RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS

WHEREAS, *Minneapolis Public Schools seeks to improve schools using capital funds to design, build and renovate schools, and*
WHEREAS, *the necessary capital investments related to the Comprehensive District Design will require reprioritization of current project funds, and*
WHEREAS, *this resolution replaces Board Resolution 2020-0032 and is aligned with the 5-year Capital Project Plan (FY2021-2025) to the strategic direction of the CDD, is reprioritizing the timing of this project, and*
WHEREAS, *Kenwood Elementary School has a 2020 funded project for kitchen and lunchroom improvements and an entrance remodel, and*
WHEREAS, *Minnesota Statute 475.65 allows for capital fund transfers from a cancelled project to an existing need.*
NOW, THEREFORE BE IT RESOLVED, *that the Minneapolis School Board hereby authorizes the transfer of capital funds from the FY2018 LTFM GO Bond, FY2019 and FY2020 GO and LTFM GO Bond sales for the Kenwood Elementary kitchen/lunchroom/entrance project in the amount of $6,146,440 to Andersen Science Labs, Page Science Labs, Wilder co-location, and Northeast entrance projects. The Kenwood Elementary project will be delayed indefinitely.*

MOTION: Director Caprini moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the Capital Fund Transfer. The motion to approve the transfer was put to a roll-call vote and carried out unanimously.

6. **2020-2021 Budget Amendment – Attachment 3**

MOTION: Director Caprini moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, approve the 2020-2021 Budget amendment. The motion to approve the amendment was put to a roll-call vote and carried out unanimously.

7. **2021-2022 Board Meeting Calendar – Attachment 4**

MOTION: Director Arneson moved, seconded by Director Caprini, that the Board of Education, Special School District No. 1, approve the 2021-2022 Board meeting calendar. The motion to approve the calendar was put to a roll-call vote and carried out unanimously.

VII. NEW BUSINESS

1. **Support Education Conference Committee Legislative Priorities**

MOTION: Director Inz moved, seconded by Director Jourdain, that the Board of Education, Special School District No. 1, calls on State Legislative Leaders and Governor Walz to agree to an education conference committee target of $750 million and link school funding to inflation. The motion was put to a roll-call vote and carried out unanimously.

VIII. REPORTS FROM BOARD OF EDUCATION DIRECTORS

1. **Notification of Appointments to the World's Best Workforce Advisory Committee**

IX. ADJOURNMENT

MOTION: Director Arneson moved, seconded by Director Jourdain that the Board of Education, Special School District No. 1, adjourn the meeting at 8:13 p.m. The motion to adjourn was put to a vote and carried out unanimously.

DRAFT

Attachment 1

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2021-0019

RESOLUTION REPEALING POLICY 3250 AND REVISING POLICY 6450

WHEREAS, The Board's Policy Committee recommends the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **REPEAL** "Policy 3250: Materials Fees" of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 3250: Materials Fees~~ *(Repealed)*

~~The Board of Education shall provide learning materials and make budgetary provision for basic instructional supplies for each pupil. The pupil will provide his own expendable and personal supplies.~~

~~**Original Adoption:**~~
~~04/25/1967~~

~~**Revision Dates:**~~
~~10/09/1973~~

~~**Legal References:**~~

- M.S. 123.35 Subd. 2m Subd. 10 (Independent School District)
- M.S. 128.04

SECTION 2: **AMENDMENT** "Policy 6450: Pupil Fees" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 6450: ~~Pupil~~Student Fees

~~No student should be denied a required educational experience because of the student's economic inability to pay fees or furnish educational books, or supplies necessary for graduation. In brief, no student should be required to pay a fee for a required (i.e. where it affects the student's grade) program, project, or activity that occurs, for the most part, during the regular school day, in the regular school year (summer school and interim week are not part of the regular school year if courses are taken on a voluntary basis).~~

~~It is recognized that Special School District No. 1 has the right to accept voluntary contributions, to make certain charges and to establish fees in areas considered extra curricular, non-curricular or supplementary to the regular school program. Further, each school should attempt to provide equal educational opportunities and services for students who are unable to pay fees.~~

1. **PURPOSE**
   Minneapolis Public Schools is dedicated to providing a free, public education to all enrolled students. The purpose of this policy is to establish when and if fees may be charged to students of Minneapolis Public Schools.
2. **GENERAL STATEMENT OF POLICY**
   a. No student should be denied a required educational experience because of the student's economic inability to pay fees or furnish educational books, or supplies necessary for graduation. In brief, no student should be required to pay a fee for a required (i.e. where it affects the student's grade) program, project, or activity that occurs, for the most part, during the regular school day, within the regular school year, as defined by the School Board adopted calendar.
   b. Summer school and school break academies are included for this purpose in the definition of the regular school year.
   c. The District has the right to accept voluntary contributions, to make certain charges and to establish fees in areas considered extracurricular, non-curricular or supplementary to the regular school program. Further, each school should attempt to provide equal educational opportunities and services for students who are unable to pay fees.
   d. The District shall provide learning materials and make budgetary provision for basic instructional supplies for each student. Students may be required to furnish personal consumable items.
   e. The Superintendent is authorized to implement regulations or administrative rules for the implementation of this policy.

Original Adoption:
12/16/75

Revision Dates:
8/13/85

Legal References:

- M.S. 120.71 to 120.76, The Minnesota Public School Fee Law
- Minnesota Rules 3500.1050

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

	AYE	**NAY**	**ABSENT**	**ABSTAIN**
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

_____
Kim Ellison, Chair, Minneapolis Public Schools

Attest

_____
Josh Pauly, Clerk, Minneapolis Public Schools

Attachment 2

MINNEAPOLIS PUBLIC SCHOOLS
RESOLUTION 2021-0005

RESOLUTION AMENDING POLICY 5600

WHEREAS, The Board's Policy Committee has recommended the proposed changes.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors, Special School District No. 1 (Minneapolis Public Schools) adopts the changes as follows:

SECTION 1: **AMENDMENT** "Policy 5600: Releasing Children From School" of the Minneapolis Public Schools Policies & Regulations is hereby *amended* as follows:

AMENDMENT

Policy 5600: Releasing Children From School

~~No child should be released from school to any person other than the parent or legal guardian unless the school has reasonable evidence that the parent or legal guardian has given permission for such release. In the event that the parents are separated, the school should release the child only on the directions of the parent who has custody~~.

1. **PURPOSE**
   The safety of students is of paramount interest to Minneapolis Public Schools. When students must be released during the defined school day, parents must be assured that district staff will take such measures as are necessary to assure the safety of their students while accommodating family needs. The purpose of this policy is to establish what efforts will be required to release students safely at parent requests.
2. **GENERAL STATEMENT OF POLICY**
   a. A student may be released from school to a parent or guardian upon proper identification of the parent or guardian.
   b. A student may be released from school to an adult person authorized by the parent or guardian to receive the student who presents appropriate identification.
   c. District staff shall honor all custodial orders of a court of competent jurisdiction. District staff shall have no responsibility to establish whether or not any court order received is the current order of the court. It is the responsibility of the parents of the student to provide a copy of the court order to their students' schools. Students shall be released based on the court orders provided to the school.

Original Adoption:
04/25/1967

Revision Dates:
2/29/72, 8/28/73, 6/12/84

PASSED AND ADOPTED BY THE MINNEAPOLIS PUBLIC SCHOOLS BOARD OF DIRECTORS _____.

	AYE	NAY	ABSENT	ABSTAIN
Arneson	_____	_____	_____	_____
Ali	_____	_____	_____	_____
Caprini	_____	_____	_____	_____
Cerrillo	_____	_____	_____	_____
El-Amin	_____	_____	_____	_____
Ellison	_____	_____	_____	_____
Inz	_____	_____	_____	_____
Jourdain	_____	_____	_____	_____
Pauly	_____	_____	_____	_____

Presiding Officer

_____
Kim Ellison, Chair, Minneapolis Public Schools

Attest

_____
Josh Pauly, Clerk, Minneapolis Public Schools

Attachment 3

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

May 11, 2021

RESOLUTION TO AMEND THE DISTRICT'S 2020-2021 BUDGET

WHEREAS, distance-learning was required for students longer than originally planned for,

WHEREAS, the District's spending is less than originally expected when COVID-19 planning occurred in the Fall,

WHEREAS, the District's Grants funds are decreased due to less than anticipated spending of the ESSER I, GEERS and Title I funding related to the COVID-19 pandemic,

WHEREAS, the District's Operating Fund and General Fund Grants budgets are amended as follows:

REVENUE	AMENDED 12/8/20	AMENDED 6/8/21
General Operating Fund	$531,050,738	$531,050,738
General Fund Grants	$ 87,324,289	$ 78,458,761
General Fund Special Revenue	$ 9,000,000	$ 9,000,000
Total General Fund	$627,375,027	$618,509,499

EXPENSES	AMENDED 12/8/20	AMENDED 6/8/21
General Operating Fund	$554,107,738	$524,107,738
General Fund Grants	$ 87,324,289	$ 78,458,761
General Fund Special Revenue	$ 9,000,000	$ 9,000,000
Total General Fund	$650,432,027	$611,566,499

NOW, THEREFORE BE IT HEREBY RESOLVED that the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure amended general fund budget for the fiscal year 2020-2021.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chair

_____ _____
Josh Pauly Date
Board of Education Clerk

Attachment 4

MINNEAPOLIS PUBLIC SCHOOLS

May 11, 2021

RESOLUTION TO APPROVE THE 2021-2022 BOARD OF EDUCATION MEETING SCHEDULE

WHEREAS, the Board of Education's regular business meetings will typically be held on the second Tuesday of each month from 5:30 p.m. until adjournment per the schedule below (unless otherwise noticed); and

WHEREAS, the first meeting of the full board each month will be referred to as a "Regular Business Meeting" and will take place in the Assembly Room at the Davis Center, 1250 West Broadway Avenue., Minneapolis, MN 55411 (unless otherwise noticed); and

WHEREAS, the proposed regular business meeting dates for the 2021-2022 school year are as follows:

2021
- **August 10, 2021**
- **September 14, 2021**
- **October 12, 2021**
- **November 9, 2021**
- **December 14, 2021** (Also serves as the Truth in Taxation meeting)

2022
- **January 11, 2022** (Annual Organizational Meeting)
- **February 8, 2022**
- **March 8, 2022**
- **April 12, 2022**
- **May 10, 2022**
- **June 14, 2022**

WHEREAS, the Board of Education may also hold "Committee of the Whole" meetings during the 2021-2022 school year, which will be separately noticed, and tentatively scheduled as follows:

2021
- **August 24, 2021**
- **September 28, 2021**
- **October 26, 2021**
- **November 23, 2021**
- **December 21, 2021** (3rd Tuesday due to winter break)

2022
- **January 25, 2022**
- **February 22, 2022**
- **March 22, 2022**
- **April 26, 2022**
- **May 24, 2022**
- **June 28, 2022**

THEREFORE, BE IT RESOLVED, that the Board of Education, Special School District No. 1 adopt the proposed schedule of meetings for the 2021-2022 school year.

FURTHER, BE IT RESOLVED, that the Board Chair, in consultation with the Superintendent and in accordance with all meeting notice requirements, may modify dates and times as needed to adjust for unforeseen circumstances.

Signed by:

Kim Ellison
Board of Education Chair

Date

Josh Pauly
Board of Education Clerk

Date

2021-0028

SECTION 1: **REPEAL** "Policy 1040: Student And Staff Data Protection" of the Minneapolis Public Schools Policies & Regulations is hereby *repealed* as follows:

REPEAL

~~Policy 1040: Student And Staff Data Protection~~ *(Repealed)*

1. **PURPOSE**
   The Board of Directors recognizes students and their families as well as employees of the District have a right to privacy in the records collected, created, maintained and disseminated by the District. The Board also recognizes that the public has a need and a right to know relevant information about the operation of schools in the District within the limits expressed in the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act (FERPA). The purpose of this policy is to adopt measures regarding the protection of privacy of students, their families and District employees pursuant to the requirements of federal and state laws governing individual privacy, openness in government and orderly and efficient operation of the district.
2. **GENERAL STATEMENT OF POLICY**
   a. The Board of Directors shall appoint a Responsible Authority and a Compliance Official for the District. The Responsible Authority and the Compliance Official may be the same person.
   b. The Superintendent shall adopt and implement procedures for access to records by the public, by district employees who have a need for access, by parents and by the data subject. Procedures to gain access to data and the rights of data subject must be made available to the public.
3. **DIRECTORY INFORMATION**
   a. Right to Privacy. Directory Information is available on the following bases unless the parent or person acting as parent, or a student who is over the age of 18 has requested that the information not be available to the public.
   b. General Public Access. The following information is designated as Directory Information regarding any student or employee to any member of the public not identified in paragraph 4C.
      i. Name, height and weight of individual members of athletic teams;
      ii. Name of recipient and name of award or scholarship received, and
      iii. Names of participants in officially recognized school activities.
   c. Government Agencies. In addition to the information available to the general public, the following information is designated as Directory Information regarding any student or the student's identified parent or person acting as the parent to the student to any properly identified member of a governmental agency:
      i. Name
      ii. Home Address(es)

iii. Telephone Number(s)
iv. School of enrollment
v. Photograph, audio or video image
vi. Electronic mail address
vii. Date of Birth
viii. Dates of attendance
ix. Grade level

4. **RESPONSIBILITY**
   a. The Superintendent is authorized to promulgate regulations for the implementation of this policy.
   b. The Superintendent shall propose an appropriate employee to act as the Responsible Authority and the Compliance Official for the District to the Board of Directors.
   c. It is the responsibility of all employees to abide by the requirements of this policy.

~~**Original Adoption:**~~
~~11/10/2002~~

~~**Revision Dates:**~~
~~08/14/2007, 08/28/2012~~

~~**Legal References:**~~

- 20 USC 1232g (Family Educational Rights and Privacy Act [FERPA]
- 34 CFR Part 99 (Family Educational Rights and Privacy Act [FERPA] Regulations)
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Rules Chapter 1205 (Data Practices)

SECTION 2: **ADOPTION** "Policy 3504: Public Data Requests" of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

A D O P T I O N

Policy 3504: Public Data Requests*(Added)*

1. **PURPOSE**
   The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.
2. **GENERAL STATEMENT OF POLICY**
   The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

3. **DEFINITIONS**
    a. "*Government data*" means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.
    b. "*Inspection*" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.
    c. "*Public data*" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
    d. "*Responsible authority*" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.
    e. "*Data practices compliance official*" is the designated employee by the responsible authority to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
    f. "*Summary data*" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.
4. **REQUESTS FOR PUBLIC DATA**
    a. All requests for public data must be made in writing directed to the responsible authority or through a designated form or application.
        i. A request for public data must include the following information:
            (1) Date the request is made;
            (2) A clear description of the data requested;
            (3) Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
            (4) Method to contact the requestor (such as phone number, address, or email address).
        ii. A requestor is not required to explain the reason for the data request.
        iii. The identity of the requestor is public, if provided, but cannot be required by the government entity.
        iv. The responsible authority or designee may seek clarification from the

requestor if the request is not clear before providing a response to the data request.

b. The responsible authority will respond to a data request at reasonable times and places as follows:
    i. The responsible authority will notify the requestor in writing as follows:
        (1) The requested data does not exist; or
        (2) The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
            (A) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
            (B) Upon the request of a requestor who is denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
        (3) The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
    ii. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
    iii. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
    iv. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
    v. The school district is not required to respond to questions that are not

about a particular data request or requests for data in general.

5. **REQUEST FOR SUMMARY DATA**
    a. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
        i. A request for the preparation of summary data must include the following information:
            (1) Date the request is made;
            (2) A clear description of the data requested;
            (3) Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
            (4) Method to contact requestor (phone number, address, or email address).
    b. The responsible authority or designee will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
        i. The estimated costs of preparing the summary data, if any; and
        ii. The summary data requested; or
        iii. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
        iv. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data
    c. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

6. **COSTS**
    a. Public Data
        i. The school district will charge for copies provided as follows:
            (1) 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
            (2) More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
                (A) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
                (B) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will

be charged

ii. All charges must be paid for in cash in advance of receiving the copies.

b. Summary Data

i. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

ii. The school district may assess costs associated with the preparation of summary data as follows:

(1) The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

(2) The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

SECTION 3: **ADOPTION** "Policy 4200: Personnel Data" of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

A D O P T I O N

Policy 4200: Personnel Data*(Added)*

1. **PURPOSE**
   The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.
2. **GENERAL STATEMENT OF POLICY**
   a. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
   b. All other data on individuals is private or confidential
3. **DEFINITIONS**
   a. "*Public*" means that the data is available to anyone who requests it.
   b. "*Private*" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
   c. "*Confidential*" means the data is not available to the subject.
   d. "*Parking space leasing data*" means the following government data on an application for, or lease of, a parking space: residence address, home

telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

e. "*Personnel data*" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.

f. "*Finalist*" means an individual who is selected to be interviewed by the appointing authority prior to selection.

g. "*Protected health information*" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.

h. "*Public officials*" means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

4. **PUBLIC PERSONNEL DATA**

a. The following information on employees, including volunteers and independent contractors, is public:

i. name;
ii. employee identification number, which may not be the employee's social security number;
iii. actual gross salary;
iv. salary range;
v. terms and conditions of employment relationship;
vi. contract fees;
vii. actual gross pension;
viii. the value and nature of employer-paid fringe benefits;
ix. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
x. job title;
xi. bargaining unit;
xii. job description;
xiii. education and training background;
xiv. previous work experience;

xv. date of first and last employment;

xvi. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;

xvii. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;

xviii. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;

xix. work location;

xx. work telephone number;

xxi. badge number;

xxii. work-related continuing education;

xxiii. honors and awards received; and

xxiv. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

b. The following information on applicants for employment is public:
    i. veteran status;
    ii. relevant test scores;
    iii. rank on eligible list;
    iv. job history;
    v. education and training; and
    vi. work availability.

c. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

d. Applicants for appointment to a public body.
    i. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
        (1) name;
        (2) city of residence, except when the appointment has a residency requirement that requires the entire address to be

public;
(3) education and training;

(4) employment history;
(5) volunteer work;
(6) awards and honors;
(7) prior government service;
(8) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
(9) veteran status.

ii. Once an individual is appointed to a public body, the following additional items of data are public:
(1) residential address;
(2) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
(3) first and last dates of service on the public body;
(4) the existence and status of any complaints or charges against an appointee; and
(5) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

iii. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

e. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

f. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made

public by this provision.

5. **PRIVATE PERSONNEL DATA**
    a. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
    b. Data pertaining to an employee's dependents are private data on individuals.
    c. Data created, collected or maintained by the school district to administer employee assistance programs are private.
    d. Parking space leasing data are private.
    e. An individual's checking account number is private when submitted to a government entity.
    f. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
    g. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
    h. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
        i. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
        ii. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
        iii. a court, law enforcement agency, or prosecuting authority.
    i. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
    j. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
    k. To the extent as allowed by federal law, when allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
        i. threaten the personal safety of the complainant or a witness; or
        ii. subject the complainant or witness to harassment.

        If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may

be necessary for the employee to prepare for the proceeding.

l. The school district shall make any report to the Minnesota Professional Educator Licensing and Standards Board or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
m. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
n. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
o. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
p. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
q. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
r. Personal home contact information for employees may be used by the school

district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

s. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

t. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Minnesota Professional Educator Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Minnesota Professional Educator Licensing and Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Minnesota Professional Educator Licensing and Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

6. **MULTIPLE CLASSIFICATIONS**

   If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

7. **CHANGE IN CLASSIFICATIONS**

   The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the

possession of the disseminating or receiving agency.

8. **RESPONSIBLE AUTHORITY**
   Contact for the authority responsible for personnel data can be found at: https://board.mpls.k12.mn.us/publicdatarequests.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

SECTION 4: **ADOPTION** "Policy 5690: Student Data" of the Minneapolis Public Schools Policies & Regulations is hereby *added* as follows:

A D O P T I O N

Policy 5690: Student Data*(Added)*

1. **PURPOSE**
   The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.
2. **GENERAL STATEMENT OF POLICY**
   The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.
3. **DEFINITIONS**
   a. "*Authorized representative*" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection

with federal legal requirements that relate to these programs.

b. "*Biometric record*," as referred to in "*Personally Identifiable*," means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

c. "*Dates of attendance*," as referred to in "*Directory Information*," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

d. "*Directory information*" means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed.

    i. *General Public Access.* The following information is designated as directory information to any member of the public not identified in section 3.d.ii:

        (1) Name, height and weight of individual members of athletic teams;
        (2) Name of recipient and name of award or scholarship received, and
        (3) Names of participants in officially recognized school activities.

    ii. *Government Agency Access.* In addition to the information available to the general public, the following information is designated as directory information regarding any student or the student's identified parent or person acting as the parent to the student to any properly identified member of a governmental agency:

        (1) Name
        (2) Home Address(es)
        (3) Telephone Number(s)
        (4) School of enrollment
        (5) Photograph, audio or video image
        (6) Electronic mail address
        (7) Date of Birth
        (8) Dates of attendance
        (9) Grade level

    iii. Directory information does not include:

        (1) a student's social security number;
        (2) a student's identification number (ID), user ID, or other

unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

(3) a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
(4) personally identifiable data which references religion, race, color, social position, or nationality; or
(5) data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

e. "*Education Records*"
   i. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
   ii. What does not constitute an education record. The term, "education records," does not include:
      (1) Records of instructional personnel which:
         (A) are in the sole possession of the maker of the record; and
         (B) are not accessible or revealed to any other individual except a substitute teacher; and
         (C) are destroyed at the end of the school year.
      (2) Records relating to an individual, including a student, who is employed by the school district which:
         (A) are made and maintained in the normal course of business;
         (B) relate exclusively to the individual in that individual's capacity as an employee; and
         (C) are not available for use for any other purpose.
      (3) Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
         (A) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or

paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(B) made, maintained, or used only in connection with the provision of treatment to the student; and

(C) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

(4) Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. "*Eligible student*" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

g. "*Juvenile justice system*" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

h. "*Legitimate educational interest*" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

i. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

ii. Perform a supervisory or instructional task directly related to the student's education; or

iii. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

iv. Perform a task directly related to responding to a request for data.

i. "*Parent*" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

j. "*Personally identifiable*" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's

date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

k. "*Record*" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

l. "*Responsible authority*" means the individual designated by the School Board.

m. "*Student*" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

n. "*School official*" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

o. "*Summary data*" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

p. All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

4. **GENERAL CLASSIFICATION**

a. State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

5. **STATEMENT OF RIGHTS**

a. *Rights of Parents and Eligible Students*
Parents and eligible students have the following rights under this policy:

i. The right to inspect and review the student's education records;
ii. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
iii. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
iv. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
v. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
vi. The right to be informed about rights under the federal law; and
vii. The right to obtain a copy of this policy at the location set forth in Section 21 of this policy.

b. *Eligible Students*

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

c. *Students with Disabilities*

The school district shall also follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

6. **DISCLOSURE OF EDUCATION RECORDS**

a. *Consent Required for Disclosure*

i. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
ii. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
(1) a specification of the records to be disclosed;
(2) the purpose or purposes of the disclosure;
(3) the party or class of parties to whom the disclosure may be

made;

(4) the consequences of giving informed consent; and

(5) if appropriate, a termination date for the consent.

iii. When a disclosure is made under this subdivision:

(1) if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

(2) if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

iv. A signed and dated written consent may include a record and signature in electronic form that:

(1) identifies and authenticates a particular person as the source of the electronic consent; and

(2) indicates such person's approval of the information contained in the electronic consent.

v. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

(1) in plain language;

(2) dated;

(3) specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

(4) specific as to the nature of the information the subject is authorizing to be disclosed;

(5) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

(6) specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

(7) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services

provided by a school district that are subject to third party reimbursement.

vi. *Eligible Student Consent*
Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in section 5 of this policy.

b. *Prior Consent for Disclosure Not Required*
The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

i. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

ii. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
(1) performs an institutional service or function for which the school district would otherwise use employees;
(2) is under the direct control of the school district with respect to the use and maintenance of education records; and
(3) will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.

iii. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section 19), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an

opportunity for a hearing to challenge the content of those records in accordance with Section 15 of this policy;

iv. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

v. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
   (1) To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
      (A) determine eligibility for the aid;
      (B) determine the amount of the aid;
      (C) determine conditions for the aid; or
      (D) enforce the terms and conditions of the aid.

      "Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

vi. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
   (1) before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
   (2) after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule,

attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

vii. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

viii. To accrediting organizations in order to carry out their accrediting functions;

ix. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

x. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained

by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

xi. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section 13.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
xii. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
xiii. Information the school district has designated as "directory information" pursuant to Section 7 of this policy;
xiv. To military recruiting officers and post-secondary educational institutions pursuant to Section 11 of11of this policy;

xv. To the parent of a student who is not an eligible student or to the student himself or herself;

xvi. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

xvii. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

xviii. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

(1) the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

(2) the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days,

the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

xix. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

xx. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with

the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

xxi. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.

xxii. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or

organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

c. *Nonpublic School Students*

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

i. Pursuant to a valid court order;

ii. Pursuant to a statute specifically authorizing access to the private data; or

iii. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

7. **RELEASE OF DIRECTORY INFORMATION**

a. *Classification*

Directory information is public except as provided herein.

b. *Former Students*

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

c. *Present Students and Parents*

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

i. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

(1) the types of personally identifiable information regarding

students and/or parents that the school district has designated as directory information;

(2) the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

(3) the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

ii. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section 6 of this policy.

iii. A parent or eligible student may not opt out of the directory information disclosures to:

(1) prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

(2) prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

iv. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section 6.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

d. *Procedure for Obtaining Nondisclosure of Directory Information*

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

i. Name of the student and/or parent, as appropriate;

ii. Home address;

iii. School presently attended by student;

iv. Parent's legal relationship to student, if applicable; and

v. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

e. *Duration*

The designation of any information as directory information about a student or

parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

8. **DISCLOSURE OF PRIVATE RECORDS**

a. *Private Records*

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section 6 of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

b. *Private Records Not Accessible to Parent*

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

i. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

(1) whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

(2) whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

(3) whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

(4) whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

(5) whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-

144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

c. *Private Records Not Accessible to Student*
Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

9. **DISCLOSURE OF CONFIDENTIAL RECORDS**

a. *Confidential Records*
Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

b. *Reports Under the Maltreatment of Minors Reporting Act*
Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.
Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

c. *Investigative Data*
Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

i. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

ii. A complainant has access to a statement he or she provided to the school district.

iii. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students,

school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.

iv. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

(1) a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

(2) the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

(3) the exhaustion or expiration of rights of appeal by either party to the civil legal action.

v. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

d. *Chemical Abuse Records*

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

10. **DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, et seq.

11. **DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

a. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and

post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

b. Data released to military recruiting officers under this provision:
    i. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
    ii. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
c. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by October 1 each year. The written request must include the following information:
    i. Name of student and parent, as appropriate;
    ii. Home address;
    iii. Student's grade level;
    iv. School presently attended by student;
    v. Parent's legal relationship to student, if applicable;
    vi. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
    vii. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
d. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
e. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section 7 of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary

educational institutions.

12. **LIMITS ON REDISCLOSURE**

a. *Redisclosure*

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

b. *Redisclosure Not Prohibited*

i. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section 6 of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

(1) The disclosures meet the requirements of Section 6 of this policy; and

(2) The school district has complied with the record-keeping requirements of Section 13 of this policy.

ii. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section 12.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

c. *Classification of Disclosed Data*

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

d. *Notification*

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section 7 of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal

agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

13. **RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**
    a. *Responsible Authority*
    The responsible authority shall be responsible for the maintenance and security of student records.
    b. *Record Security*
    The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.
    c. *Plan for Securing Student Records*
    The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:
        i. A description of records maintained;
        ii. Titles and addresses of person(s) responsible for the security of student records;
        iii. Location of student records, by category, in the buildings;
        iv. Means of securing student records; and
        v. Procedures for access and disclosure.

    d. *Review of Written Plan for Securing Student Records*
    The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.
    e. *Record Keeping*
        i. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
            (1) the parties who have requested or received personally identifiable information from the education records of the student;
            (2) the legitimate interests these parties had in requesting or obtaining the information; and

(3) the names of the state and local educational authorities and federal officials and agencies listed in Section 6.B.iv. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

ii. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section 12.B. of this policy, the record of disclosure required under this section shall also include:
    (1) the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
    (2) the legitimate interests under Section 6 of this policy which each of the additional parties has in requesting or obtaining the information; and
    (3) a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section 6.B.iv. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

iii. Section 13.E.i. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section 6.B.i. of this policy, to requests for disclosures of directory information under Section 7 of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

iv. The record of requests of disclosures may be inspected by:
    (1) the parent of the student or the eligible student;
    (2) the school official or his or her assistants who are responsible

for the custody of the records; and

(3) the parties authorized by law to audit the record-keeping procedures of the school district.

v. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

(1) the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

(2) the parties to whom the school district disclosed the information.

vi. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

14. **RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

a. *Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student*

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section 8 of this policy.

b. *Response to Request for Access*

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

c. *Right to Inspect and Review*

The right to inspect and review education records under Subdivision A. of this section includes:

i. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

ii. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

iii. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

d. *Form of Request*

Parents or eligible students shall submit to the school district a written request

to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

e. *Collection of Student Records*
If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

f. *Records Containing Information on More Than One Student*
If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

g. *Authority to Inspect or Review*
The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

h. *Fees for Copies of Records*
    i. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
        (1) the cost of materials, including paper, used to provide the copies;
        (2) the cost of the labor required to prepare the copies;
        (3) any schedule of standard copying charges established by the school district in its normal course of operations;
        (4) any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
        (5) mailing costs.
    ii. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
    iii. The cost of providing copies shall be borne by the parent or eligible student.
    iv. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability,

impair the parent or eligible student from exercising their right to inspect or review the student's education records.

15. **REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

    a. *Request to Amend Education Records*

    The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

        i. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
        ii. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
        iii. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

    b. *Right to a Hearing*

    If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

        i. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
        ii. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
        iii. Any statement placed in the education records of the student under Subdivision B. of this section shall:

(1) be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
(2) if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

c. *Conduct of Hearing*
   i. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
   ii. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
   iii. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
   iv. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

d. *Appeal*
   The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

16. **PROBLEMS ACCESSING DATA**
   a. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
   b. Data practices compliance official means the individual designated by the responsible authority.
   c. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

17. **COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**
   a. *Where to File Complaints*
   Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted

in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202.

b. *Content of Complaint*
A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

18. **WAIVER**
A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

19. **ANNUAL NOTIFICATION OF RIGHTS**

a. *Contents of Notice*
The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

i. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

ii. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

iii. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

iv. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

v. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

vi. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent

behavior.

b. *Notification to Parents of Students Having a Primary Home Language Other Than English*
The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

c. *Notification to Parents or Eligible Students Who are Disabled*
The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

20. **DESTRUCTION AND RETENTION OF RECORDS**
Destruction and retention of records by the school district shall be controlled by state and federal law.

21. **COPIES OF POLICY**
Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

Minneapolis Public Schools

List A: All Employees: Tuesday, June 15, 2021

Hiring - Licensed

Diane Bell	Jenny Lind	Teacher, Elementary	4/12/2021
Elora Turner	Early Contract Hires	Teacher, Special Education	5/10/2021

Hiring - Non Licensed

Derek Allen	Transition Plus	Special Education Assistant	6/1/2021
Precious Bell	River Bend	Special Education Assistant	5/10/2021
Lydia Brock	Engineers, Zone 1	Custodian	5/10/2021
Brian Grace	Plant Maintenance	Project Coordinator, Operations	5/26/2021
Sharon Horton	Talent Acquisition	Human Resources Specialist	5/18/2021
Jacob Houle	Grounds	Grounds Equipment Operator	5/3/2021
Nathan Lewis	CWS, Site Group 1	Food Service Coordinator II	5/18/2021
June Lezon	CWS, Site Group 1	Onsite Food Service Coordinator	5/10/2021
Haley Longman	Northrop Elementary	Special Education Assistant	5/4/2021
Louis Mckinley	Engineers, Zone 2	Custodian	5/17/2021
Melissa Medved	Pillsbury Math/Science/Technology	Special Education Assistant	5/17/2021
Hibo Osman	District Communications Center	District Communication Ctr Specialist	5/7/2021
Hemalibahen Patel	River Bend	Special Education Assistant	5/18/2021
Gelena Royster	Transition Plus	Associate Educator	5/18/2021
Sounitda Saymongkhon	Office of the Senior Operations Officer	Project Coordinator, Operations	6/2/2021
Jerell Scott	MPS Metro HA	Special Education Assistant	4/27/2021
Holly Thao	Talent Acquisition	Human Resources Specialist	5/25/2021
Ikedra West	Engineers, Zone 1	Custodian	6/22/2021

Minneapolis Public Schools

List A: All Employees: Tuesday, June 15, 2021

Hiring - Non Licensed

Ernest Wright	CWS, Site Group 2	Food Service Coordinator II	6/8/2021
Benita Young	Transportation	School Bus Driver In Training	5/10/2021

Discharges

Licensed

Non-Licensed

Special Education Assistant	06-02-2021	2021-6-ER-4497
Special Education Assistant	06-08-2021	2021-6-ER-4525
Special Education Assistant	06-08-2021	2021-6-ER-4529
Special Education Assistant	06-01-2021	2021-6-ER-4496
Associate Educator	06-09-2021	2021-6-ER-4509
Special Education Assistant	06-10-2021	2021-6-ER-4533

Probationary Separations

Licensed

Teacher	06-23-2021	2021-6-ER-4491
Teacher	06-04-2020	2021-6-ER-4544

Licensed, Staff Reduction

Non-Licensed

Associate Educator	06-02-2021	2021-6-ER-4543
Custodian	05-28-2021	2021-6-ER-4535
Special Education Assistant	06-08-2021	2021-6-ER-4556

Non-Licensed, Staff Reduction

Layoffs

Licensed

Non-Licensed

Administrative Contract Non-Renewals

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Airport/Airline Taxi Cab Corp, "Contractor" (collectively "parties") to provide HOMELESS AND HIGHLY MOBILE AND/OR SPECIAL ED INTERDISTRICT TRANSPORTATION FOR 2021-2022 School Year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $400,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Airport/Airline Taxi Cab Corp

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair

Title:_____

Date: _____

Airport/Airline Taxi Cab Corp

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

COMPANY ALSO KNOWN AS TRANSPORTATION PLUS-

ON DEMAND SERVICE AS NEEDED AND CALLED FOR IN THE HOMELESS AND HIGHLY MOBILE PROGRAM

AND SPECIAL EDUCATION TRANSPORTATION

HHM MY BE TRANSPORTED VIA TAXI'S RATHER THEN BUSES

Service Outcome

SAFE EFFICIENT SERVICE

Method of Evaluation

WEEKLY MEETINGS AND/OR COORESPONDENCE WITH COMPANY REPRESENTATIVES

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and BerganKDV, Ltd. "Contractor" (collectively "parties") to provide audit of, as outlined in the "Audit Engagement Agreement", the District's fiscal year 2020-2021 financial statements and in accordance with the requirements of the Governmental Standards Board and KBEM financial statements in accordance with FASB to Special School District No. 1

TERM OF CONTRACT

1.1 This Contract is effective on 7/1/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $133,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the

delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Finance
Attn: Kate McKay
1250 W Broadway
Minneapolis, MN 55411
Email: kate.mckay@mpls.k12.mn.us

CONTRACTOR

BerganKDV
Phone: 320.251.7010
Address: 220 Park Avenue South, St. Cloud, MN 56301
Email: info@bmgcpas.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is

required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

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23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless

District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Andrew Grice
(Printed)

Title: Partner

Date: 6/15/2021

Exhibit A:

Deliverables:

Audited, basic financial statements and expression of opinions as to whether or not the statements are fairly present in all material aspects and are conforming with governmental financial reporting framework.

Further detail regarding deliverables to be found in "Audit Engagement Agreement".

Service Outcome:

Audited district financial statements for the fiscal year ended June 30, 2021

Audited KBEM financial statements for the fiscal year ended June 30, 2021

Method of Evaluation:

Financial statements are accurate and completed on time.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

NET 30

[The remainder of this page intentionally left blank.]

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Bille Bus Transportation, Inc, "Contractor" (collectively "parties") to provide Provide Bus Service for Minneapolis Public Schools Students 2021-2022 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $3,350,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Bille Bus Transportation, Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair

Title:_____

Date: _____

Bille Bus Transportation, Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

AMENDMENT TO
CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

THIS AMENDMENT NO**.** SEVEN (this "Amendment") is between **CenturyLink Sales Solutions, Inc.** as contracting agent on behalf of the applicable CenturyLink Affiliate providing the Services under the Agreement ("CenturyLink") and Minneapolis Public Schools – Special School District No. 1 ("Customer"). It amends the applicable CenturyLink Loyal Advantage Agreement, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). The name of the CenturyLink Affiliate providing Services to Customer is listed in a Service Attachment, each providing Affiliate separately and individually responsible for all of its own obligations. Capitalized terms not defined herein are defined in the Agreement or a Service Attachment. CenturyLink may withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink on or before June 30, 2021 ("Cutoff Date"). Further, any individual Service or Service Attachment may have its own expiration or cutoff date. Using CenturyLink's electronic signature process for the Amendment is acceptable.

CenturyLink will provide the services, bundles, offers, or packages identified in this Amendment (for purposes of this Amendment only, the "Services") under the Agreement and under the Service-specific terms and conditions identified in the Agreement or a previous amendment.

CENTURYLINK SALES SOLUTIONS, INC.	**MINNEAPOLIS PUBLIC SCHOOLS – SPECIAL SCHOOL DISTRICT NO. 1**
Steve Arneson Steve Arneson (May 26, 2021 11:16 CDT)	
Authorized Signature	Authorized Signature
Steve Arneson	
Name Typed or Printed	Name Typed or Printed
Manager - Offer Management	
Title	Title
05/26/2021	
Date	Date

FOR INTERNAL CENTURYLINK REFERENCE
Contract ID(s) of Agreement being amended: 1036747

1. **Extension of the Initial Term.** The parties agree to extend the Initial Term of the Agreement an additional two (2) years or until June 30, 2023. After such date and upon mutual agreement of the parties, the Initial Term may be extended an additional one (1) year. Notwithstanding any language to the contrary, the Service Term for Customer's existing Metro Ethernet Service may be terminated three (3) months after the effective date of this Amendment with no early termination liability. Customer will provide Lumen with 30 days written notice of its desire to terminate its Metro Ethernet Service.

2. **Pricing.** No Changes.

3. **Miscellaneous.** This Amendment will be effective on the date the last party signs (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

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E-RATE AND/OR RHC/HCF PROGRAM
SUPPLEMENT

This E-rate and/or RHC/HCF Program Supplement ("Supplement") is between CenturyLink and Customer and supplements Customer's E-rate and/or RHC/HCF Program Addendum previously signed by Customer (Pramata ID: 1036747). This Supplement provides additional terms and conditions applicable to Customer's purchase of certain telecommunications services, equipment or both as identified in the attached Amendment ("Service") (Opportunity ID: 57905641). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") or under the Rural Health Care Program including the Healthcare Connect Fund ("RHC/HCF Programs") established by the Federal Communications Commission ("FCC") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the FCC, or under state or local corollaries to the E-rate Program or RHC/HCF Programs (collectively, the discounts or other benefits are referred to as "Support"). Except as set forth in this Supplement, capitalized terms will have the definitions assigned to them in the Agreement. This Supplement is binding when acknowledged by Customer or when Customer receives Service.

1. Service Commencement Date or Start of Service Date. Customer's Service identified in the attached Amendment will commence as selected in the below table and will continue for the number of months remaining in the Term of the underlying Agreement, unless earlier terminated in accordance with the Agreement. Should CenturyLink continue to provide Service after the expiration of the Service Term, the Service Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. Notwithstanding anything to the contrary elsewhere in the Agreement, the Service subject of the attached Amendment will begin according to the following option selected by Customer:

_____ Option 1.	The Service subject of the attached Amendment will begin on the date the last party signs the Amendment and will continue for the number of months remaining in the Term of the underlying Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
_____ Option 2.	The Service will begin on July 1, 2021 and will continue for the number of months remaining in the Term of the underlying Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
_____ Option 3.	After the initial execution of the Amendment by the parties, the Service will not commence until the date that CenturyLink receives USAC's Funding Commitment Decision Letter and/or Support Schedule for the applicable Service. But if CenturyLink receives USAC's Funding Commitment Decision Letter before July 1, 2021, the Service will begin July 1, 2021 and will continue for the number of months remaining in the Term of the underlying Agreement. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

2. Precedence and Interpretation. The terms and conditions of this Supplement take precedence over all conflicting terms and conditions in the Agreement as it relates to the Service subject of the attached Amendment. All other terms and conditions of the Agreement and the E-rate and/or RHC/HCF Addendum remain unchanged.

Acknowledged this ____ day of _____, 20__.

_____
Signature

_____
Print Name

_____
Title

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Minneapolis Public Schools Amendment

Final Audit Report 2021-05-26

Created:	2021-05-26
By:	Garrett Sawyer (garrett.sawyer@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbUDAJZL-SUu2y9flbJnv0ocxXUkcR2uF

"Minneapolis Public Schools Amendment" History

Document created by Garrett Sawyer (garrett.sawyer@lumen.com)
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Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)
Signature Date: 2021-05-26 - 4:16:03 PM GMT - Time Source: server- IP address: 155.70.52.173

Agreement completed.
2021-05-26 - 4:16:03 PM GMT

Concur Use Only:**M**

SAP Concur

Concur Technologies, Inc.
ORDER FORM
Professional Edition

GENERAL INFORMATION

Customer Name: MINNEAPOLIS PUBLIC SCHOOLS
Order Effective Date: June 10, 2021
Order Type: Additional Sale
PO to be Issued: No
Currency for Fees: USD
Tax Exemption Claimed: Yes
Service Type Billing Cycle: Annually beginning on the Transaction Fee Start Date

SERVICES ORDERED (primary service offerings)	**Initial Set Up Fee**
Expense	$ 0.00
Invoice Processing	$ 0.00

SERVICES ORDERED FEE DETAILS (recurring fees for the primary service offerings ordered above)

Service	**Billing Cycle(s) (beginning on the Transaction Fee Start Date)**	**Base Transactions (per Billing Cycle)**	**Base Transaction Fee (per Billing Cycle)**	**Incremental Transaction Fee (per incr. Trans.)**
Expense	1 and beyond	4500	$ 33,447.60	$ 13.20
Invoice Processing	1 and beyond	37308	$ 40,713.60	$ 2.12

EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)	**Initial Set Up Fee**
Invoice Capture	$ 0.00
Invoice Line Item Capture	$ 0.00

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the transaction-based extended services ordered above)

Extended Service	**Billing Cycle(s) (beginning on the Transaction Fee Start Date)**	**Base Transactions (per Billing Cycle)**	**Base Transaction Fee (per Billing Cycle)**	**Incremental Transaction Fee (per incr. Trans.)**
Invoice Capture	1 and beyond	37308	$ 31,476.60	$ 1.31
Invoice Line Item Capture	1 and beyond	37308	$ 9,707.76	$ 0.40

EXTENDED SERVICES ORDERED (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	**Unit Quantity**	**Initial Set Up Fee**
ExpenseIt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Concur Request - Add-on	1 Each	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 Each	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 Each	$ 0.00
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above

Service Administration - Elite for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Consultative Intelligence for Invoice Processing	1 Each	$ 0.00
Service Administration - Invoice Processing	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Intelligence for Expense	TERMINATED	TERMINATED
Intelligence for Invoice Processing	TERMINATED	TERMINATED

EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
ExpenseIt for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Concur Request - Add-on	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 through 1 (*) 2 and beyond	$2,114.97 (*) $ 8,459.88	$ 2.48 $ 2.48
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Service Administration - Elite for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Consultative Intelligence for Invoice Processing	1 and beyond	$ 14,550.12	$ 0.49
Service Administration - Invoice Processing	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Intelligence for Expense	1 and beyond	TERMINATED	TERMINATED
Intelligence for Invoice Processing	1 and beyond	TERMINATED	TERMINATED

(*) *Amount reflects prorated billing for use of the Consultative Intelligence Extended Service to be coterminous with the current Billing Cycle (October 1, 2020 through September 30, 2021) beginning on the Transaction Fee Start Date set forth below*

ADDITIONAL SERVICES ORDERED (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee

ORDER TERMS

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.
Invoicing: Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.
Payment Terms: Customer will pay each accurate invoice within 30 days after the applicable invoice date.
Additional Definition(s): For purposes of the Agreement, the following terms shall have the definitions set forth below:

"Transaction Fee Start Date" means (i) for the Expense Service Type (and all Extended Services that pertain to such Service Type), the first scheduled Billing Cycle after the date specified above as the "Order Effective Date," (ii) for the Consultative Intelligence Extended Service and Intelligence for Expense Extended Service, July 1, 2021; and (iii) for the Invoice Processing Service Type (and all Extended Services which pertain to such Service Type), June 1, 2021.
Tax Exemption Claimed: A tax exemption certificate must be provided to SAP Concur by Order Effective date; in the United States, the tax exemption certificate is usually the state sales tax exemption certificate; for U.S. federal government entities, a copy of the federal purchase order will be accepted as the tax exemption certificate; if the certificate is not provided by the Order Effective Date, tax will be assessed and credits/rebills will not be given.
Termination of Intelligence for Expense: Concur and Customer hereby agree to terminate Customer's order of the Intelligence for Expense extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.
Termination of Intelligence for Invoice Processing: Concur and Customer hereby agree to terminate Customer's order of the Intelligence for Invoice Processing extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.
Renewal Term: Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including June 30, 2022 (the "Renewal Term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

As part of this Agreement SAP Concur will provide Line-Item Capture for all line items in an invoice based on Minneapolis Public Schools being at a tier of 38,400 invoices per year with ~300 invoices that average ~300 line items per invoice. Pricing may be adjusted on this service in future Order Forms based on the then current number of invoices over 40 line items and the average number of line items on those invoices.

Invoice Capture SLA: Customer's order of the **Invoice Capture** extended service ("Invoice Capture") set forth above is subject to the service level terms and conditions set forth below.

1. **Service Performance for Invoice Capture:** Commencing with the first Billing Cycle for Invoice Capture and subject to the conditions in this Sales Order Form with respect to Invoice Capture and Customer's compliance with its obligations in the Agreement in connection with Invoice Capture, Concur will achieve an Invoice Capture Completion Time of no more than 48 Business Hours, for 95% of total Invoice Capture Transactions completed in each calendar month ("Invoice Capture SLA"). Concur will undertake commercially reasonable efforts to monitor and track its compliance with the Invoice Capture SLA. Customer's exclusive remedy and Concur's entire liability for failure to achieve the Invoice Capture SLA shall be as follows:
   (a) Upon Customer's written request, Concur will (i) promptly investigate the root cause(s) of the failure and deliver to Customer notification identifying such root cause(s), (ii) use its commercially reasonable efforts to correct the problem and to begin meeting such Invoice Capture SLA as soon as practicable, and (iii) advise Customer of the status of such corrective efforts.
   (b) If Concur fails to meet the Invoice Capture SLA in any two (2) months in a twelve (12) consecutive month period, then Customer shall have the right to terminate the Invoice Capture extended service by delivery of a written notice of service termination to Concur received within thirty (30) days of the failure to meet the Invoice Capture SLA. Such service termination shall not be construed as termination of the Agreement or otherwise affect in any way the order for any other Concur service.

2. Exclusions to the Invoice Capture Level Agreement: In the event any one of the following conditions exist during a given Billing Cycle, Customer shall not be entitled to the exclusive remedy above regardless of Concur's failure to achieve the Invoice Capture SLA:

   (a) Material changes by Customer to the "customized capture guidelines" as configured in the Service that, in Concur's reasonable opinion, result in significant increases in net volume of Transactions for Invoice Capture or result in a material impact on Concur's provision of Invoice Capture.
   (b) The Actual Daily Transactions exceeds the Average Daily Transactions by more than 200%.
   (c) Any invoice that contains more than 40 lines.

3. Definitions: For purposes of the Invoice Capture SLA, the following terms will have the meanings specified below:

   (a) "Actual Daily Transactions" means the actual number of Invoice Capture Transactions submitted into the Service by Customer on any given day.
   (b) "Invoice Capture Completion Time" means, for all invoices (in the English language only) submitted for Invoice Capture, the time it takes for Concur to perform an Invoice Capture commencing from the time of invoice submission, excluding Excused Downtime.
   (c) "Average Daily Transactions" means the average number of Invoice Capture Transactions submitted into the Service by Customer on average per day over the previous 30 days.
   (d) "Business Hours" means the 120 hour period that begins at 00:00:01 Monday until 23:59:59 Friday, US Pacific time, excluding Concur holidays (which, for the purpose of this Invoice Capture SLA shall mean Christmas Eve, Christmas, New Year's Eve, and New Year's Day - observed in US Pacific time).
   (e) "Excused Downtime" shall have the same meaning as "Excluded Downtime" as included in the Service Level Agreement for SAP Cloud Services.

[signature page follows]

Concur Technologies, Inc.

DocuSigned by:

By Thomas M. Nolan

34A0889102944C3...

Thomas M. Nolan

Legal Director

CUSTOMER (name as specified above)

By

Kim Ellison

Print Name

Board Chair

Title

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN THE MINNEAPOLIS PUBLIC SCHOOLS AND AMERICAN INDIAN OIC, TAKODA PREP HS TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Takoda Prep High School) has an estimated Average Daily Membership (ADM) or:

37.81	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	37.81	1.2	45.37	$301,905	
Total Weighted ADM's					$301,905

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$301,905	$30,190.50
Compensatory Education	$137,472	$13,747.20
Title 1 (Invoice through Funded Programs)	$544 (Title 1 Family) $36,791 (Basic)	Invoiced Monthly
Total Monthly Payments (does not include Title I)	$439,377	$43,937.70

TOTAL CONTRACT AMOUNT: $476,712

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

AMERICAN INDIAN OIC
TAKODA PREP HIGH SCHOOL

By: _____ 5/19/'21
date

Title: President & CEO

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND EASTSIDE NEIGHBORHOOD SERVICES, MENLO PARK HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Menlo Park High School) has an estimated Average Daily Membership (ADM) or:

129.10	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	58.90	1.2	70.68	$479,493	
Total Weighted ADM's					$479,493

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$479,493	$47,949.30
Compensatory Education	$55,848	$5,584.80
Title 1 (Invoice through Funded Programs)	$367 (Title 1 Family) $18,894 (Basic)	Invoiced Monthly
Total Monthly Payments (does not include Title I)	$535,341	$53,534.10

TOTAL CONTRACT AMOUNT: $554,602

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

EASTSIDE NEIGHBORHOOD SERVICES
MENLO PARK HS

By: Kristine Martin 4/1/2021
date

Title: President

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND NAWAYEE CENTER SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Nawayee Center School) has an estimated Average Daily Membership (ADM) or:

49.89	Secondary students
	7-12 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	49.89	**1.2**	59.87	**$400,117**	
Total Weighted ADM's					**$400,117**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$400,117**	**$40,011**
Compensatory Education	**$129,224**	**$12,922**
Title 1 **(Invoice through Funded Programs)**	**$598 (Title 1 Family)** **$40,470 (Title 1 Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$ 529,341**	**$52,933**

TOTAL CONTRACT AMOUNT: $570,409

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

NAWAYEE CENTER SCHOOL

By: Joseph C Rue 5/19/21
date

Title: Executive Director

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND PPL, LNAS HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (LNAS High School) has an estimated Average Daily Membership (ADM) or:

52.31	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**52.31**	**1.2**	**62.77**	**$430,748**	
Total Weighted ADM's					**$430,748**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$430,748**	**$43,074.80**
Compensatory Education	**$61,232**	**$6,123.20**
Title 1 **(Invoice through Funded Programs)**	**$408 (Title 1 Family)** **$20,993 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$491,980**	**$49,198**

TOTAL CONTRACT AMOUNT: $513,381

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date
Title: _____

PROJECT FOR PRIDE IN LIVING
LNAS HIGH SCHOOL

By: Antonio Cardona 06/03/2021
date
Title: Vice President, Career Readiness

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND PPL, MERC HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (MERC High School) has an estimated Average Daily Membership (ADM) or:

59.37	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**59.37**	**1.2**	**71.24**	**$483,732**	
Total Weighted ADM's					**$483,732**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$483,732**	**$48,373.20**
Compensatory Education	**$126,703**	**$12,670.30**
Title 1 **(Invoice through Funded Programs)**	**$598 (Title 1 Family)** **$40,470 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$610,435**	**$61,043.50**

TOTAL CONTRACT AMOUNT: $651,503

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

PROJECT FOR PRIDE IN LIVING
MERC HIGH SCHOOL

By: Antonio Cardona 06/03/2021
date

Title: Vice President, Career Readiness

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND PYC HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (PYC High School) has an estimated Average Daily Membership (ADM) or:

129.10	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		1.0			
7-12 Grades	129.10	1.2	154.92	$1,043,412	
Total Weighted ADM's					$1,043,412

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	$1,043,412	$104,341.20
Compensatory Education	$372,893	$37,289.30
Title 1 (Invoice through Funded Programs)	$1,523 (Title 1 Family) $103,014 (Basic)	Invoiced Monthly
Total Monthly Payments (does not include Title I)	$1,416,305	$141,630.50

TOTAL CONTRACT AMOUNT: $1,520,842

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

PYC HIGH SCHOOL

By: _____ 5/21/21
date

Title: Executive Director

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND RONALD MCDONALD HOUSE
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (Ronald McDonald House) has an estimated Average Daily Membership (ADM) or:

93.32	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
Regular K Full Day	**.23**	**1.0**			
1-3 Grades	**1.45**	**1.0**			
4-6 Grades	**5.01**	**1.0**			
7-12 Grades	**2.81**	**1.2**	**3.37**		
Total Weighted ADM's			**10.06**	**$66,664**	**$66,664**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$66,664**	**$6,666.40**
Total Monthly Payments (does not include Title I)	**$66,664**	**$6,666.40**

TOTAL CONTRACT AMOUNT: $66,664

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

RONALD MCDONALD HOUSE

By: _____ 12/6/21
date

Title: President + CEO

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Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE MINNEAPOLIS PUBLIC SCHOOLS AND VOLUNTEERS OF AMERICA HIGH SCHOOL
TO SPECIFY THE AMOUNT OF SUPPORT IN ACCORDANCE WITH FORMULA SPECIFIED IN MINN. STAT. 124.D.69

The Program (VOA High School) has an estimated Average Daily Membership (ADM) or:

93.32	Secondary students
	4-6 grade students

as a bias for payment under Minn. Stat 12D.69 and amendments.

Grades	Total # of students	Weighting	Weighted Student Number	2021/2022 Revenue	Total Revenue
4-6 Grades		**1.0**			
7-12 Grades	**93.32**	**1.2**	**112**	**$775,790**	
Total Weighted ADM's					**$775,790**

We have used projected enrollment to determine the amount of support. Reconciliation may begin in January 2022 if necessary to reconcile a total amount paid to the school with the total amount due based on actual enrollment. After February 15th, 2022, a final adjustment payment to or refund from the school will be made based on the actual ADMs for 2020-21. A monthly invoice will be submitted to Minneapolis Public Schools to request payment. Actual ADM for eligible students for 2020-21 school-year will determine the final budget allocation.
Compensation for Compensatory Education, Transportation and ELL funding is included in the table below.

Funding Source	Total Dollars	Monthly Allocation (based on 10 Months)
ADMs	**$775,790**	**$77,579**
Compensatory Education	**$242,294**	**$24,229.40**
Title 1 **(Invoice through Funded Programs)**	**$1,006 (Title 1 Family)** **$68,063 (Basic)**	**Invoiced Monthly**
Total Monthly Payments (does not include Title I)	**$1,018,084**	**$101,808.40**

TOTAL CONTRACT AMOUNT: $1,087,153

Funding for approved summer school programs will be distributed when the district received the funds from the state and will be included in the reconciliation calculations. There will be no reimbursement for students 21 and over.

BOARD OF EDUCATION
SPECIAL SCHOOL DISTRICT NO. 1

By: _____
date

Title: _____

VOLUNTEERS OF AMERICA HIGH SCHOOL

By: DocuSigned by: Julie Manwarren 7DB711E781EC4F2... 6/4/2021
date

Title: President & CEO

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Dreambox Learning "Contractor" (collectively "parties") to provide Online Adaptive Math Program, Grades K-8 to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $334,874.00 for FY21-22.

Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

Dreambox Learning
Phone: 770-626-1171
Address: 777 108th Ave NE, Suite 2300, Bellevue, WA 98004
Email: legal@dreambox.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Lance Ludman
(Printed)

Title: CFO

Date: June 9, 2021

Exhibit A:

Deliverables:

Refer to MSA

Service Outcome:

Refer to MSA

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

$338,874.00 for FY21-22. PO for similar value would be ordered from each respective fiscal year's budget till 2024

[The remainder of this page intentionally left blank.]

Master Software and Services Agreement

Minneapolis Public Schools

600 108th Ave. NE, Suite 805
Bellevue, WA 98004-4454
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB072074747

Order Form Valid Until: Jul. 15, 2021

Order Form

Customer: Minneapolis Public Schools, MN	**Service Start Date:** 07-13-2021 **Service End Date:** 07-12-2022	**Subscription Period:** 12 Months
Customer's Point of Contact: Name: Christopher Wernimont Title: 6-12 Math District Program Facilitator Phone:(612) 668-0390 E-Mail: christopher.wernimont@mpls.k12.mn.us	**Customer's Billing Address:** Attn: Christopher Wernimont Attn: Accounts Payable 1250 W. Broadway Ave MINNEAPOLIS, MN 55411	**Agreement Prepared By:** Katie House Title: Director - National District Partnerships Phone: E-Mail: katie.house@dreambox.com

Pricing

Software and Services	Quantity	List Price
Advanced Licenses- Renewal 5001 + 2021-22 Renewal	24,000	$ 302,400.00
Custom Webinar Package Customized PD	1	$ 1,000.00
Expansion Product Upgrade DreamBox Predictive Insights	15,737	$ 31,474.00
	Subtotal:	$334,874.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	$ 0.00
	Total:	$334,874.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	**Fee Schedule**	**Invoice Schedule**	**Payment Schedule**
Term Length (months): **12** *Total Fees:* **$334,874.00**	$334,874.00	7/15/2021	7/13/2021

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than $8,000.00**, please click here.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.
Bridge Bank
Routing #: 121143260
Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC

Signature: _____

Name: Lance Ludman

Title: Chief Financial Officer

Date: June 9. 2021

CUSTOMER: Minneapolis Public Schools

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

DreamBox Learning, Inc. ("**DreamBox Learning**") offers software products and services that provide personalized math instruction in an engaging environment for students. DreamBox Learning provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. DreamBox Learning's software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the "**Agreement**"). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form ("**you**" or "**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the "**Software and Services**"). This Agreement comprises the attached order form (the "**Order Form**") and these terms and conditions (the "**Terms and Conditions**"), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 **Access**. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the "**Software**") and the services provided by DreamBox Learning to you in connection therewith (the "**Services**"). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the "**Customer Account**"). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 **Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, "**Updates**"). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer's access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning's reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 **License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 **Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning's advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 **End Users' Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning's Website Terms of Use (available at http://www.dreambox.com/terms or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 **Reservation of Rights**. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning's confidential and proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

3. SERVICES

3.1 **Delivery**. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

3.2 **Cancelation**.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 **Term**. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 **Subscription Period**. The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**" .

4.3 **Termination without Cause**. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 **Termination or Suspension for Cause**. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 **Survival**. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian.

6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed

given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

8. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

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Client Order

Q-124110

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	6/9/2021	Customer:	Minneapolis Public Schools
Valid Through:	6/30/2021	Address:	Special School District No. 1 1250 W. Broadway Ave. Minneapolis, Minnesota 55411
Prepared By:	Kaitlyn Jackson		
		Contact:	Kim Ellison
Start Date:	7/1/2021	Phone:	6129865734
End Date:	6/30/2026		
Quote Term:	60		

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.50	$118,734.00
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$1,500.00
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	$165.00	$495.00
25,713	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$6.55	$168,420.15
			Year 1 Subtotal:	$365,853.15
			Year 1 Grand Total:	$365,853.15

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.61	$122,465.64
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$1,500.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	$165.00	$495.00
25,713	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$6.75	$173,562.75
			Year 2 Subtotal:	$374,727.39
			Year 2 Grand Total:	$374,727.39

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.72	$126,197.28

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$1,500.00
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	$165.00	$495.00
25,713	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$6.95	$178,705.35
			Year 3 Subtotal:	$383,601.63
			Year 3 Grand Total:	$383,601.63

Year 4

Dates: 7/1/2024 - 6/30/2025

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.83	$129,928.92
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$1,500.00
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	$165.00	$495.00
25,713	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$7.16	$184,105.08
			Year 4 Subtotal:	$392,733.00
			Year 4 Grand Total:	$392,733.00

Year 5

Dates: 7/1/2025 - 6/30/2026

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
33,924	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	$3.94	$133,660.56
33,924	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$76,329.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$1,500.00
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	$165.00	$495.00
25,713	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	$7.37	$189,504.81
			Year 5 Subtotal:	$401,864.37
			Year 5 Grand Total:	$401,864.37

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

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All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

DocuSign Envelope ID: E48E4E1C-84D8-4122-B178-0B03BDB7C14C

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

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Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

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and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

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Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

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the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

> **ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

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is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information"**); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

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(j). **No Third-Party Rights**. This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: DocuSigned by: Scott Virkler DB07F581AE9A445... Authorized Signature

Name: Scott Virkler

Title: COO

Date: 6/9/2021

CLIENT: _____

By: _____ Authorized Signature

Name: _____

Title: _____

Date: _____

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Follett School Solutions "Contractor" (collectively "parties") to provide Destiny Library/Resource Manager to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $125,798.10 for FY21-22.

Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

Follett School Solutions
Phone: 708.884.5100
Address: 1340 Ridgeview Drive, McHenry, IL 60050
Email: fssorders@follett..com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

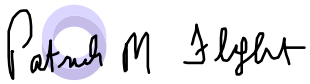
Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Patrick M. Flight
(Printed)

Title:

Date: 06-15-2021 14:12:39 CDT

Exhibit A:

Deliverables:

Destiny Library/Resource Manager

Service Outcome:

Destiny Library/Resource Manager

Method of Evaluation:

Leadership Evaluation

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

$125,798 for FY21-22. PO for similar value would be ordered from each respective fiscal year's budget till 2026

[The remainder of this page intentionally left blank.]

FOLLETT SCHOOL SOLUTIONS, INC.
PRODUCT LICENSING TERMS

IMPORTANT

These Product Licensing Terms (these "Terms") are incorporated by reference into the Follett Destiny® Solution™ Agreement (the "Solution Agreement" and, together with these Terms, this "Agreement") between the Customer and Follett School Solutions, Inc. ("Follett") governing the use of the Follett Destiny® solutions described in the Solution Agreement, and any revisions and updates to those solutions (collectively, the "Product"). To be clear, the term "Product," as used in these Terms, includes any software, data, reports and/or other instructional materials provided with the Product or generated by the Product. The terms "Customer" and "you" refer to the educational institution, cooperative, consortium or service center that has acquired a license to the Product from Follett, including any district, school or other entity to whom Customer rightfully provides access to the Product. By installing, accessing or using all or any portion of the Product, you agree to be bound by these Terms. If you do not agree to these Terms, do not install, access or use the Product and promptly return any Product to Follett.

1. Ownership of the Product and License to Use the Product.

1.1 *Ownership of the Product.* The Product is owned by Follett and/or its third-party licensors. Please see http://www.follettsoftware.com/destiny/licenseagreement/OpenSource.pdf for a complete list of the third-party open source contributors to the Product and their license terms regarding use of their open source code in the Product. The Product is protected by U.S. and international copyright law. Follett and its licensors retain all title to and ownership of the Product, with the exception of the following limited use license:

1.2 *General License.* Follett grants to you a limited license to use the Product during the term of the Solution Agreement, for the number of sites indicated in this Agreement, for non-commercial, educational purposes only. If you have obtained a single site license, you may install and use one copy of the Product on a central server located within and under the control of your site, or access the Product from Follett's hosting facility, for the purpose of managing your site's library, media, asset and textbook collection. If you have acquired a district license to use the Product, you may install a copy of the Product on a central server or servers located within and under the control of your district, or access the Product from Follett's hosting facilities, for the purpose of managing the library, media, asset and textbook collections of the sites within your district and for whom you have paid a license
fee to Follett. The Product modules (Library Manager, Resource Manager, Textbook Manager, Asset Manager and Media Manager, Analytics, Collections) may only be used for the purposes for which they were intended (e.g. Library Manager for library collections only). If you are consortium or service center serving multiple districts or schools, you are required to provide these Terms to any districts, schools or other entities to whom access to the Product is rightfully provided.

1.3 *Password.* You will have the ability to assign users of the Product and associated passwords. You are responsible for maintaining the security of your passwords and

agree not to post your passwords on any Web site accessible to the public. You agree to assume responsibility for the results of any misuse of your passwords and to report any misuse of the passwords immediately to Follett.

1.4 *Prohibited Use.* You may not copy the Product without Follett's permission, except to make a backup copy. You may copy the Product's accompanying documentation to be used for internal use only, as necessary to use the Product. You may use the Product to generate reports for internal use only. You are responsible for the security of all data extracted from the system: client defined fields, data in email, attachments, file copies, third party services such as Google docs, Microsoft Office 365 environment or other services, API usage by you or other designated Partners. You may not use the Product or allow any third party to use the Product for any commercial purpose or in any manner not set forth in this Agreement or the Solution Agreement. You may not loan, sublicense, rent, lease, transfer, or assign the Product or any portion thereof to any third party. You may not remove any copyright, trademark or other intellectual property rights notices from the Product, including from any reports or data generated by the Product. You may not reverse engineer, decompile, disassemble, or in any way modify the Product or any portion thereof without prior written consent of Follett. Any modifications you make to the Product will remain the property of Follett and/or its licensor(s). This Product may not be used except for the purposes specifically licensed. A breach of any term in this Section 1.4 will be considered a breach of a material term.

1.5 *New Versions.* When you install or access a new version of the Product accompanied by a new license, provided your license fee entitles you to the new version, your use of the new version constitutes your acceptance of the new license and the termination of your license to use any previous version of the Product.

1.6 *Follett Digital Platform.* The Product supports the usage of Follett eBooks, Follett audiobooks and other digital content ("eBooks") purchased separately from Follett. Follett provides for a secure eBook platform ("Follett Platform") accessible from the Product to support access to these eBooks. By installing, accessing or using all or any portion of the Follett Platform, you agree to be bound by the terms found at https://follettlearning.com/digitalterms

2. *Termination for Breach.* If you breach any material terms of this Agreement or fail to pay license fees as they become due, Follett may immediately terminate your license to use the Product, including by disabling any on-line access, in addition to taking any other legal remedies available to it. Upon termination of your license, Follett will disable your access to the Product, you must either return any copies of the Product to Follett or destroy the copies and certify in writing that you have done so.

3. *Third Party Web Sites.* The Product may provide you and your patrons with links to third party web sites, including Third-Party Applications referenced in Section 5 below. You acknowledge that Follett does not endorse or maintain control over and will not be liable for the content, privacy, advertising or other materials contained on such third-party sites. Your use and your patrons' use of the content, goods or services on any third-party site or Third-Party Application will be governed by the terms and policies on that site or Third-Party Application, if any. You will be responsible for understanding and complying with third party sites' terms of use and instructing your patrons and employees on the same.

4. *Third Party Subscription Databases.* The Product may enable you and your patrons to search third-party subscription databases. Access to many of these databases is strictly regulated under the terms of the license agreements between you and the third-party database owners. You

acknowledge that it is your obligation to ensure against the unauthorized access of such third party-owned subscription databases. If the Product provides access to password protected content, you agree to password protect such access at your library's server level to ensure that only your patrons can use the Product, and to protect against the unauthorized use of third party-owned content, such as subscription databases.

5. *Student Privacy*. You may be able to allow your patrons to set up their own individual login accounts. If you do so, you agree that you are solely responsible for complying with all applicable state, federal and global privacy laws regarding student privacy, including the federal Family Education and Privacy Act (FERPA). Follett warrants that it will not use any information you provide from students' accounts for any purpose other than providing the Product, and that it will not disclose such information to any third party unless required by law or as directed by you with respect to certain third-party applications ("Third-Party Applications") such as Biblionasium, OverDrive MackinVIA and Axis 360, which can be integrated into our Product to allow you and your users to access such Third-Party Application. By activating, or directing Follett to activate, such Third-Party Application integration in the Product, you have the appropriate consent and authorize Follett to disclose the following student information for the sole purpose of facilitating such integration:

- Location name (site name)
- Student name
- Homeroom teacher name and email address
- Grade
- User name/login of student

The Product also supports optional single sign-on technology with Google and Microsoft platforms (where a user can use a Google or Microsoft account to login to Destiny) and access to Google or Microsoft cloud storage (Google Drive or Microsoft One Drive accounts). You may choose to configure this single sign-on technology in your sole discretion, in which case your end user can choose to access their Google or Microsoft account from Destiny. You are responsible for any confidential data which a user moves to these platforms. This functionality requires the use of Google and/or Microsoft API (Application Programming Interface) Services, respectively. Refer to "Google Sign In" Privacy/Terms and "Microsoft Single Sign-in" Privacy. Requests for Google/Microsoft account information will identify the Product as seeking access to user data (the user's cloud storage location). Follett will utilize this account information for the sole purpose of logging in the user to Destiny, or to create
links to user-selected documents for Collections. This information is being requested for no other purpose and Follett will not use the user data for any other purpose. The user's account ID is stored on the workstation with a cookie to support subsequent use (until the user logs out from their cloud storage location).

6. *Children's Online Privacy Protection Act ("COPPA")*. As required under COPPA, Follett must make the following disclaimer: FOLLETT DOES NOT KNOWINGLY COLLECT ANY PERSONALLY IDENTIFYING INFORMATION FROM CHILDREN UNDER THE AGE OF 13 THROUGH THE PRODUCT EXCEPT IN COMPLIANCE WITH COPPA. Follett cannot make that claim on behalf of third-party sites found through the Product. You therefore agree to inform and educate patrons under the age of 13 that they should not provide any personally identifying information on any third-party sites without the involvement and verifiable consent of their parents. As a condition to using this Product, you consent to the collection of student information as agent of

the parents and/or legal guardians of your students. You may take any other action with respect to such information (including deletion), in each case to the extent permitted or stipulated under COPPA.

7. *Your Content.* The Product may allow you to upload content. You represent and warrant that you own or have obtained all rights, licenses and permissions necessary to use, copy, display, publish or otherwise share any content or materials you make visible outside your school via the Product ("Your Content"); and Your Content will not (a) be offensive or objectionable; (b) contain errors; (c) violate intellectual property rights or privacy, publicity or other rights of third parties; (d) violate any laws, rules or regulations; or (e) be harmful to the computers or networks of Follett or any third-party viewing or downloading Your Content.

8. *No Endorsement*. Follett has the right, but not the obligation, to review Your Content and Third-Party Content. It is your responsibility to ensure that Your Content complies with the terms of this Agreement. Follett neither endorses nor approves of Your Content or any Third-Party Content and will not be liable for Your Content or any Third- Party Content.

9. *Right to Remove Your Content*. Follett may, at its sole discretion, remove any of Your Content which, in Follett's reasonable opinion, would violate the terms of this Agreement or is otherwise objectionable with written notification.

10. *Limited Warranty*. Follett warrants that for a period of 1 year from its initial delivery to your site or your access, in the case of online subscriptions, the Product will perform in substantial compliance with its specifications and be free of material defects and will not infringe upon the intellectual property rights of any third party. As your sole and exclusive remedy for this warranty, Follett will either repair the Product or refund your prorated license fee. This limited warranty does not cover any material defect or infringement resulting from any accident, abuse, or misapplication of the Product caused by you, your employees, end users, agents or contractors, or any modification you, your employees, end users, agents or contractors make to the Product, whether or not such modification is authorized by Follett.

11. *Third Party Services*. We allow third-party companies, including AddThis and Google, to collect certain anonymous information when you use the Product. Follett utilizes this anonymous information to measure usage of the Product to support our product development efforts. These companies typically use a cookie or a third-party web beacon to collect this information.

12. *DISCLAIMER OF WARRANTY*. FOLLETT DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Follett and its licensors are not responsible for and make no representations or warranties with regard to third party network operating systems, computer hardware, software or peripherals that you use in conjunction with the Product, OR THAT ANY NETWORK-ACCESSIBLE FEATURES OF THE PRODUCT WILL BE CONTINUALLY ACCESSIBLE OR ACCESSIBLE AT ANY TIME. THE THIRD-PARTY SOURCE CODE USED IN THE PRODUCT AND ITS LICENSING TERMS ARE AVAILABLE AT http://www.follettsoftware.com/destiny/licenseagreement/OpenSource.pdf, AND IS PROVIDED BY THIRD PARTY LICENSORS "AS IS," WHO DISCLAIM ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. IN NO EVENT SHALL ANY SUCH THIRD PARTY LICENSOR OR ITS CONTRIBUTORS OR FOLLETT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE OR DATA), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING OUT OF THE USE OF THE PRODUCT, SOFTWARE OR SOURCE CODE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL FOLLETT OR ITS LICENSORS BE LIABLE TO YOU IN ANY AMOUNT EXCEEDING THE TOTAL FEES YOU HAVE PAID TO FOLLETT DURING THE TWELVE MONTHS PRECEDING YOUR CLAIM

13. Additional Indemnification.

13.1 *By Follett*. Follett agrees to indemnify, defend and hold you harmless from and against any claims, including reasonable legal fees and expenses, based upon the Product infringing any United States copyright, patent or other intellectual property right under U.S. law; provided that you promptly notify Follett in writing of any such claim and allow Follett to control the proceedings. You agree to cooperate fully with Follett during such proceedings. Follett will defend and settle at its sole expense all proceedings arising out of the foregoing claims. In the event that you are enjoined from using the Product, Follett will, at its option, replace, in whole or in part, the Product with a substantially compatible and functionally equivalent computer program, modify the Product to eliminate the infringement, provide you with a refund in an amount not to exceed the amounts paid to Follett for the Product, depreciated on a straight-line basis over a five (5) year term, or obtain for you the right to continue using the Product. Follett has no obligations under this Section to the extent a claim is based upon any of the following:
(i) the Product or any portion thereof has been modified, altered or changed in any manner by you or any party acting on your behalf (other than by Follett or its authorized representatives or a third party contractor of Follett), if such infringement would have been avoided in the absence of the use of such altered Product; (ii) a design created by someone other than Follett or its third party contractors; (iii) the combination, operation or use of the Product with software or hardware which was not provided by Follett or its third party contractors or approved by Follett, if such infringement would have been avoided in the absence of such combination, operation or use; (iv) use of the Product in a manner for which it was not designed; or (v) your failure to install or have installed an upgrade containing designs to avoid third party infringement claims, provided that Follett has notified you of the upgrade and its ability to cure infringement and has provided that upgrade to you at no additional charge. This Section states Follett's entire liability for any alleged infringement by the Product or any part thereof.

13.2 *By You*. You agree to indemnify, defend and hold harmless Follett, its affiliates, and its and their shareholders, officers, directors, employees, agents, attorneys and assigns, against any losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or incurred in connection with any third-party claims, demands, actions, or arbitrations involving (a) involving breach by you of any material term of the Solution Agreement, these Terms, or any Terms of Use made available via the Product or (b) Your Content. You will maintain liability insurance sufficient to fulfill your obligations under this Section 11.2 and will submit proof of such insurance to Follett upon request.

14. *Arbitration.* You agree to submit any dispute, controversy or claim you may have arising out of or relating to this Agreement solely to binding arbitration to be conducted pursuant to the Commercial Rules of

the American Arbitration then in effect.

15. *Right to Audit Compliance.* Follett will have the right to conduct or direct an independent accounting firm to conduct, during normal business hours and no more than once during any calendar year, an audit of your relevant records to verify your compliance with the terms of this Agreement. This provision does not limit Follett's right to monitor its server logs for accesses made by you, or using any access code issued to you, to any on-line features, or to investigate any conduct Follett believes either may be a breach of the licensing terms or otherwise threatening to the integrity of its products or services.

16. *Entire Agreement.* The Solution Agreement (including any SOW or other documents attached to the Solution Agreement), these Terms and any Terms of Use made available via the Product constitutes the entire agreement of the parties with respect to the use of the Product. If there is any conflict between a provision in these Terms and a provision in the Solution Agreement, the provision in these Terms will prevail. The failure by Follett to enforce any of its rights hereunder will not constitute a waiver of such rights. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect.

17. *Intellectual Property.* Follett is the owner or licensee of copyright, trademark, and other intellectual property and proprietary rights in the Product. All trademarks appearing in the Product are the property of Follett or their respective third-party owners. Follett disclaims any affiliation or endorsement of such third parties' goods or services and does not intend to imply any endorsement or affiliation by using such marks. Likewise, such use is not meant to imply any third party's endorsement of Follett's goods or services. Please be aware and inform your patrons that copyright, trademark and other intellectual property rights may protect content on third party Web sites and databases accessed through the Product. Nothing in this Agreement affects such rights or implies that you, your patrons or Follett has any rights in this content. Use of third-party content may be governed by a separate agreement with the third-party owner and you agree not to use the content in any way that violates this Agreement or the intellectual property rights of the third-party owner. You also agree to take reasonable measures to make your patrons aware of all provisions in this Section.

18. *Exporting Products.* This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree not to ship, transfer or export the Product or any data obtained from the Product into any country or use the Product or data obtained from the Product in any manner prohibited by the United States Export Administration Act or any other export laws or regulations.

U.S. GOVERNMENT RESTRICTIONS

1. If the Product is acquired by or on behalf of a unit or agency of the United States Government this provision applies. The Product: (a) was developed at private expense, and no part of it was developed with government funds; (b) contains trade secret information of Follett for all purposes of the Freedom of Information Act; (c) is "commercial computer software" subject to limited utilization as provided in the contract between Follett and the governmental entity; and (d) in all respects contains proprietary data belonging solely to Follett.

2. For units of the Department of Defense (DOD), this Product is sold only with "Restricted Rights" as that term is defined in the DOD Supplement to the Federal Acquisition Regulations ("DFARS") 52.227-7013(c) (1) (ii) and use, duplication or disclosure is subject

to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Product clause at DFARS 52.227-7013. Manufacturer: Follett School Solutions, Inc. 1340 Ridgeview Drive, McHenry, IL 60050-7048.

3. If the Product is acquired under a GSA Schedule, the U.S. Government has agreed: (a) to refrain from changing or removing any insignia or lettering from the Product that is provided or from producing copies of manuals or disks (except one copy for backup purposes); (b) title to and ownership of the Product and any reproduction thereof shall remain with Follett; (c) use of the Product and documentation shall be limited to the facility for which it is acquired; and (d) if use of the Product is discontinued at the installation specified in the purchase/delivery order and the Government desires to use it at another location, it may do so by giving prior written notice to Follett, specifying the type of computer and new location site.

4. U.S. Government personnel using the Product, other than under a DOD contract or GSA Schedule, are hereby on notice that use of the Product is subject to restrictions which are the same as, or similar to, those specified above.

Follett School Solutions, Inc.
1340 Ridgeview Drive McHenry,
Illinois 60050-7048 (877) 899-8550
(+1.708.884.5100)
info@follettlearning.com or techsupport@follett.com
www.follettlearning.com
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Destiny 16.5 February 2019

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Great Lake Transportation, "Contractor" (collectively "parties") to provide Provide Type III Transportation service for MPS students 2021-2022 SY to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $400,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Great Lake Transportation

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair

(Printed)

Title:_____

Date: _____

Great Lake Transportation

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.
>
> When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective July 1, 2021 (the "Effective Date"), is made by and between **Minneapolis Public Schools** ("Company"), and **Hays Companies, Inc.** ("Broker").

Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties**. Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated in Schedule A.

4. **Company Responsibilities**. In consideration of the Services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Company shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

(c) Company shall timely pay all premiums and fees.

(d) Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance and any commission that may be received by Broker from an insurance company for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the

balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company, (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(g) Company acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality**. To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Data Privacy.** Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance,

which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

Termination.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Minnesota if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices**. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Minneapolis Public Schools
1250 West Broadway Ave, Minneapolis, MN 55411
Attn: Michael Colwell
Email: Michael.Cowell@mpls.k12.mn.us

If to Broker:

Hays Companies, Inc.
80 South 8th Street, Suite 700 – IDS Center
Minneapolis, MN 55402
Attn:Lauren Livingston
Email:llivingston@hayscompanies.com

With copy to:

Brown & Brown, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
Attn: General Counsel

or such other address as either shall give to the other in writing for this purpose.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Minnesota Law Applies; Venue**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hennepin County, Minnesota,'

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT,

SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

Remainder of page intentionally left blank – signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY: Minneapolis Public Schools	**BROKER: Hays Companies, Inc.**
By: _____	By: _____
Name: _____	Name: Lawrence Livingston
Title: _____	Title: SVP

SCHEDULE A

BROKER SERVICES

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) General Liability; (b) Commercial Automobile; (c) School Board Legal Liability; (d) Property; (e) Cyber Liability

Services are as follows:

Services related to Property program: The Company and/or its affiliates shall provide risk management consulting services, including a dedicated loss control professional and workers compensation professional for up to forty (40) hours annually, as more specifically set forth in ***Exhibit A*** attached hereto and incorporated herein by reference.

Services related to Casualty program, to include General Liability, Commercial Automobile, School Board Legal Liability, and Cyber Liability:

a. Assist the Client in reviewing and assessing the Client's insurance needs, objectives, and goals;

b. Make recommendations to the Client in connection with the Client's insurance coverages;

c. Negotiate with insurance companies to obtain for the Client new and renewal premium and coverage quotes;

d. Facilitate the placement of coverage with insurance companies upon the Client's authorization;

e. Review policies and endorsements for conformity to the Client's specifications and deliver coverage binders to Client;

f. Respond to inquiries from the Client with regard to particular insurance matters;

g. Assist the Client in establishing procedures for reporting claims and discuss with Client specific insurance claims;

h. Make trained staff available to meet regularly with the Client's designated representatives to discuss insurance and risk management strategies and goals;

i. Provide any other services agreed to by the Company and the Client.

SCHEDULE B

COMPENSATION

Broker Services Fee:

In consideration of the Services, Company shall compensate Broker **in the amount of TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($27,500)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Client shall remit payment to the Company within thirty (30) days of the receipt of invoice. In the event of termination of this Agreement prior to the end of the term, the unearned portion of the Broker Services Fee will be returned to Company on a pro rata basis. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company any commission that may be received by Broker from an insurance company for the Lines of Insurance listed except Property.

Insurer Commissions:

Company acknowledges and understands that Broker may receive compensation from the selling insurer for the following lines, General Liability, Commercial Automobile, School Board Legal Liability, Cyber Liability, the amount of which may vary depending on the insurer. If Company purchases insurance from an insurer that has agreed to pay Broker a commission, the amount of the commission will be calculated as a percentage of premium. Company will credit any regular commissions for Property, against the annual fee to be paid by Client. In the event such commissions in any contract year exceed the Company's annual fee for that year, any excess commissions shall be carried forward and applied against the Company's annual compensation for subsequent years. Company understands that it may request from Broker specific information on commissions to be received from specific insurers from which insurance quote are obtained for the Company.

Service Hours:

The parties agree that forty (40) hours are included in the compensation structure, and claims/loss control services above 40 hours will be invoiced by Company to Client at $150.00 per hour.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Heartland Business Systems - LLC "Contractor" (collectively "parties") to provide Wireless Refresh, upgrade and maintenance to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is not of the essence in this Contract: however, Seller shall make best efforts to reduce timeline impact when Seller's performance is delayed due to the actions of a third-party provider Buyer, or Buyer's vendors or subcontractors. Contractor agrees to make best efforts to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $1,353,821.87. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 60 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability

pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the negligent, intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District. However, under no circumstances shall contractor's total aggregate liability for indemnification, defense and hold harmless under this agreement exceed Contractor's insurance coverage in the amount of three million dollars.

15 LIMITATION ON LIABILTY

15.1 In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this

Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business.

Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Mark Gamelin
Phone: 612-276-6359
Address: 7218 Forestview Ln N Maple Grove, MN 55369
Email: mgamelin@hbs.net

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding

because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract, together with Contractor's Standard Terms and Conditions, constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. In the event of any direct conflict between this Contract and Contractor's Standard Terms and Conditions, this Contract shall control. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

Any hardware, software, or parts sold to Contractor may be subject to a warranty made by the manufacturer or other third party to Contractor and, if so, the terms and conditions of such warranty are embodied in other documents. Contractor acknowledges that Subcontractor is not a party to any such warranty, and that any rights or remedies that Contractor may have pursuant to said warranty are against the manufacturer or other third party directly and is not assertible against the Subcontractor. Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality.

Contractor further represents that all services provided under this Contract: (i) are free from defects in workmanship.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

HEARTLAND BUSINESS SYSTEMS, LLC

Signature: Ben Turner
Ben Turner (Jun 6, 2021 17:11 CDT)

Name: Ben Turner
(Printed)

Title: Vice President

Date: June 4, 2021

Exhibit A:

Deliverables:

The objectives of this Project are to install two new 9800 Wireless LAN Controllers (WLC) and stage / install 302 new access points. This will be the central point of administration, configuration, and monitoring for all wireless connectivity at Minneapolis Public Schools.

Service Outcome:

Bring the wireless infrastructure up to a modern standard throughout the district.

Method of Evaluation:

Determined by the IT Leadership team.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

Contract for Services for Minneapolis Public Schools

Final Audit Report 2021-06-06

Created:	2021-06-04
By:	Jon Groh (jgroh@hbs.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH5_m2LcWdlGmu8jIZOzExIWupq92hXmd

"Contract for Services for Minneapolis Public Schools" History

Document created by Jon Groh (jgroh@hbs.net)
2021-06-04 - 8:04:44 PM GMT- IP address: 64.25.113.2

Document emailed to Ben Turner (bturner@hbs.net) for signature
2021-06-04 - 8:05:25 PM GMT

Email viewed by Ben Turner (bturner@hbs.net)
2021-06-06 - 10:11:13 PM GMT- IP address: 24.209.170.172

Document e-signed by Ben Turner (bturner@hbs.net)
Signature Date: 2021-06-06 - 10:11:25 PM GMT - Time Source: server- IP address: 24.209.170.172

Agreement completed.
2021-06-06 - 10:11:25 PM GMT

Contract Summary of Approval

Contract Group: IT Services

Contract Type: Purchase Goods and services

VENDOR DETAILS

Vendor Name:	Hewlett Packard Financial Services – T-653[5]
Reason Vendor Selected:	State, Cooperative or Joint Power Contract
Vetted/State/Cooperatives End Date:	2/28/2023

CONTRACT INFORMATION

Contract Purpose:	HPFS leases to maintain levels of District Devices acquired during Distance Learning and work toward 1:1 device model post Distance learning.
Contract Description:	District Device Leases till June 2025
Amendment Description:	N/A
Deliverables/Outcomes:	HPFS leases
Site(s) Affected:	District wide
Effective Start Date:	07/01/2021
Effective End Date:	06/30/2025
Sr. Information Officer [IT]:	Justin Hennes

FUNDING INFORMATION

Shopping Cart No.:	N/A
Contract Value approval:	$15,000,000.00 each year. PO for similar amounts will be paid from each year's budget till 2025
Original Contract Amount:	N/A
Accumulative Contract Value:	N/A
Primary Fund Source:	ESSER & Bond

APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Justin Hennes	Senior Information Officer	Justin Hennes	May 26, 2021
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

SOA FY22 - HPFS for signatures

Final Audit Report 2021-05-26

Created:	2021-05-26
By:	Abby Wolf (Abby.Wolf@mpls.k12.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqZu7nD8ALHnKPhNZIWJ4kqV_0bD4cGgv

"SOA FY22 - HPFS for signatures" History

Document created by Abby Wolf (Abby.Wolf@mpls.k12.mn.us)
2021-05-26 - 6:10:04 PM GMT- IP address: 75.117.123.148

Document emailed to Justin Hennes (justin.hennes@mpls.k12.mn.us) for signature
2021-05-26 - 6:12:01 PM GMT

Email viewed by Justin Hennes (justin.hennes@mpls.k12.mn.us)
2021-05-26 - 6:15:07 PM GMT- IP address: 172.58.83.61

Document e-signed by Justin Hennes (justin.hennes@mpls.k12.mn.us)
Signature Date: 2021-05-26 - 6:15:43 PM GMT - Time Source: server- IP address: 172.58.83.61

Agreement completed.
2021-05-26 - 6:15:43 PM GMT

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Hillyard "Contractor" (collectively "parties") to provide air products, chemicals & dispensers, cleaning supplies, equipment, floor care, paper products & dispensers, restroom care and safety supplies at Districtwide.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on July 1, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 *Total Obligation*

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $1,104,221.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 *Frequency of Invoicing and Terms of Payment*

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such

certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining

this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

NAME: Hillyard – Paul Hahn, Account Rep John Dalman, Regional Sales Director
Address: 274 Apollo Drive, Lino Lake, MN 55014
Phone: Paul 612-963-5380 John 612-578-2596
Email: Phahn@Hillyard.com Jdalman@Hillyard.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be

made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison
(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: Tim Johnson

Name: Tim Johnson

(Printed)

Title: Regional Sales DirectorUpper Mid-west

Date: June 7, 2021

EXHIBIT A: SCOPE OF WORK

Deliverables:

Timeliness of goods

Service Outcome:

Timeliness of goods

Method of Evaluation

Monitoring of deliveries and outcomes

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and iDream TV "Contractor" (collectively "parties") to provide live video and production of MPS School Board of Education meeting, Committee of the Whole meeting, high school graduations and additional public meetings as determined by the Board of Education/ Superintendent or designee. The information will be accessible to families who cannot be present at events/meetings to District-wide.

TERM OF CONTRACT

1.1 This Contract is effective on August 4, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30 2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed 124,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

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5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

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9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

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10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

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13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

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15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the

delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

President/CEO
Phone: 612.789.3500
Address: Click or tap here to enter text.
Email: edie@idream.tv

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and

guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

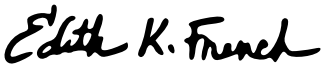
Name: Kim Ellison

(Printed)

Title: School Board

Date: _____

CONTRACTOR NAME

Signature: 

Name: Edie French
(Printed)

Title: President/CEO

Date: Text _____

Exhibit A:

Deliverables:

Digital records of formal board interactions

Digital records of graduation ceremonies

Service Outcome:

Information will be accessible to families

Method of Evaluation:

Accessibility & existence of the digital records

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payments will be completed when services are complete.

[The remainder of this page intentionally left blank.]

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Indrotec "Contractor" (collectively "parties") to provide janitorial services via temp agency to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $316,522.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

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15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

Indrotec – David Hackler
Phone: 612-371-7436
Address: 2335 Hwy 36, Suite 300, Roseville, MN 55113
Email: Dave.Hackler@MyIndrotec.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: 

Name: Dave Hackler
(Printed)

Title: VP of Indrotec

Date: 6/9/2021

Exhibit A:

Deliverables:

Janitorial services via temps.

Service Outcome:

Staffing

Method of Evaluation:

Fill vacant positions.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and INGCO International "Contractor" (collectively "parties") to provide increase capacity of MPS schools and departments to secure interpreters to all schools. Multilingual, Communications, Engagement and External Relation;Board of Education;Special Education; Early Childhood Education and ECFE; Adult Basic Ed; External Learning to District-Wide

TERM OF CONTRACT

1.1 This Contract is effective on August 4, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $329,000. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

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17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

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18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

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funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Ingrid Christensen
Phone: 612.605.2766
Address: 1330 Lagoon Ave, Minneapolis MN 55408
Email: ingridc@ingcointernational.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: Ingrid Christensen

Name: Ingrid Christensen
(Printed)

Title: President

Date: 9 June, 2021

Exhibit A:

Deliverables:

Non-English Speaking Families of MPS students will have timely, accurate information from the school and their children's schools that will allow them to fully support and advocate for their children's academic success.

Service Outcome:

Non- English speaking families of MPS will have timely, accurate information from the schools.

Method of Evaluation:

A variety of measures are used; family feedback, accuracy of reports, and fulfillment of interpreting requests, staff training, and customer service.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment will be issue upon completion.

[The remainder of this page intentionally left blank.]

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Intrado Interactive Services Corporation, "Contractor" (collectively "parties") to provide Interactive Services Application to D-Ops-Operational and Security Services.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. If no action to terminate is taken before the above date, the contract will continue for two additional years till 06/30/2026. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $200,000.00 each year till the contract term. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF CONTRACTOR FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO CONTRACTOR BY DISTRICT UNDER THE CONTRACT APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract upon thirty (30) days written notice to the other Party, with an attempt to cure within the above notice period. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination

is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Operational and Security Services
Attn: Karen DeVet
1250 W Broadway
Minneapolis, MN 55411
Email: Karen.DeVet@mpls.k12.mn.us

Intrado - School Messenger

Michael Goulet
Vice President, Sales | Intrado – School Messenger Solutions
Address: 11808 Miracle Hills Drive, Omaha, NE 68154
Email: mgoulet@intrado.com
O: 888-527-5225 ext.1638 | C: 416-953-9704 |

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison
(Printed)

Title: Board Chair

Date: _____

Intrado - School Messenger

By: Vik Krishnan

Name: Vik Krishnan
(Printed)

Title: SVP General Manager

Date: June 8, 2021

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

To provide electronic emergency management application and visitor management solution to all MPS sites.

Service Outcome

Intrado Services to provide electronic emergency management application and visitor management solution Districtwide.

Method of Evaluation

Leadership Evaluation

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

N/A

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

AMENDMENT #1 TO CONTRACT BETWEEN: SPECIAL SCHOOLS DISTRICT NO.1 AND Insight Public Sector

This Amendment ("Amendment") to the Contract between Special School District No. 1 and Insight Public Sector (formerly EnPointe Technologies) dated 6/15/2021 ("Contract") is made and entered into by and between Special School District No.1 ("District") and Insight Public Sector (formerly EnPointe Technologies) ("Contractor") (collectively "parties').

WHEREAS, Special School District No.1, a special school district created and existing under Minnesota law ("District") and Insight Public Sector (formerly EnPointe Technologies/ PCM are same) ("Contractor")entered into a contract titled CONTRACT FOR SERVICES for a period between 7/1/2019 through 6/30/2022 ("Contract")

WHEREAS, the Parties now desire to amend the Contract number: Novatus Contract MAS-12038 and now to be read as SRM - 4400000964

1. *Original contract amount:* 1,319,460.48
2. *Cumulative contract amount:* 1,865,365.49

NOW THEREFORE IT IS HEREBY AGREED by the Parties to amend the Contract as follows:

Section: Increase total cumulative contract amount due to additional licensing and services.

Description:

Section 1.1 – to provide increased licensing needs as well as expansion of educational software offerings that included the licensing for Azure Labs and Azure Labs blob storage.

MPS will use the MN Software contract for purchasing this product through Insight. Insights MN NASPO Software VAR contract number is ADSPO16-138244/158536 / S-1079(5)

Section 3.1 - Total Obligation

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $ 1,865,365.49. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

Except as herein amended, the terms, conditions and provisions of the contract shall apply to and govern the provisions of this Amendment.

(The remainder of this page intentionally left blank.)

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

Title: Board Chair

Date: _____

Contractor:

Signature: _____

Name: Lisanne Steinheiser

Title: Global Compliance Officer

Date: 6/4/2021

AMD#1 MAS-12038 to be read as SRM-4400000964
Updated January, 2020

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Language Line "Contractor" (collectively "parties") to provide in person language translation services when called by district staff. The overall purpose is to increase the capacity of MPS schools and departments to secure interpreters to all schools [Multilingual, Communications, Engagement and External Relations; Board of Education; Special Education; Early Childhood Education ECFE; Adult Basic Ed; Extended Learning to District wide.

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $241,850.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this

Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

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6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

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9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

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10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

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13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

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14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

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15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

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16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Communications
Attn: Sharifa Urey
1250 W Broadway
Minneapolis, MN 55411
Email: Sharifa.urey@mpls.k12.mn.us

CONTRACTOR

Language Line Solutions
Phone: (831) 238-5433
Address: 1 Lower Ragsdale Drive, Bulldog 2, Monterey, CA 93940
Email: kmistry@lamguageline.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: Bonaventura- A. Cavaliere
(Printed)

Title: Chief Financial Officer

Date: _____

Exhibit A:

Deliverables:

Language Line Services will provide in person language translation service when called by district staff. The overall purpose is to increase the capacity of MPS schools and departments to secure interpreters. All schools- Multilingual, communications, Engagment and External Relations, Board of Education; Special Education; Early Childhood Education and ECFE; Adult Basic Ed; Extended Learning.

Service Outcome:

Non-English Speaking Families of MPS students will have timely, accurate information from the school district and their children's schools that will allow them to fully support and advocate for their children's academic success.

Method of Evaluation:

Distirct staff will determine the satisfication of service at the time of service based on observation and degree of communication provide between teacher and parent.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment will be issue upon completion.

[The remainder of this page intentionally left blank.]

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Lexia Learning Systems LLC "Contractor" (collectively "parties") to provide Lexia Learning Systems for elementary and middle schools to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $498,050.00 for FY21-22.

Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment for all services in Exhibit B shall be made by the District within thirty (30) days upon receipt of Contractor's invoice. The Contractor's standard invoice shall be submitted upon execution of this agreement. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the fees as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

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4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

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16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs

incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

Lexia Learning Systems LLC
Phone: 978-287-0062
Address: 300 Baker Avenue, Suite 320, Concord, MA 01742
Email: peter.koso@lexialearning.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and

(4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

Lexia Learning Systems LLC

Signature: 

Name: Brian McKean

(Printed)

Title: Vice President

Date: 9-Jun-2021

Exhibit A:

Deliverables:

Please refer to Lexia MLA & Quotes Q-454961-1 and Q-454981-2

Service Outcome:

Please refer to Lexia MLA & Quotes Q-454961-1 and Q-454981-2

Method of Evaluation:

Please refer to Lexia MLA & Quotes Q-454961-1 and Q-454981-2

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

Multi year contract - PO for similar value would be ordered from each respective fiscal year's budget till 2024

If there are exhibits to describe the payment terms:

Refer to Lexia MLA & Quote

[The remainder of this page intentionally left blank.]

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-454981-2
Created Date: 3/8/2021 4:46 PM

Prepared By: Dennis Walsh
Email: dennis.walsh@lexialearning.com

Quote To:
Jennifer Rose
Minneapolis Public Sch District
1250 W Broadway Avenue
Minneapolis, MN 55411 US

Bill To:
Jennifer Rose
Minneapolis Public Sch District
1250 W Broadway Avenue
Minneapolis, MN 55411 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2021	6/30/2022	8	Lexia PowerUp Literacy Unlimited License with Virtual Implementation Success Partnership Renewal for Anderson, Anthony, Anwatin, Franklin, Justice Page, Northeast, Olson, and Sanford Middle School.	$9,900.00	$79,200.00

Total Price $79,200.00

Fax or email Purchase Orders with quote number Q-454981-2 to the following:
Attn: Dennis Walsh
Email: dennis.walsh@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at http://www.lexialearning.com/download (the “License”), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the “Agreement”). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-454961-1
Created Date: 3/8/2021 4:25 PM

Prepared By: Dennis Walsh
Email: dennis.walsh@lexialearning.com

Quote To:
Jennifer Rose
Minneapolis Public Sch District
1250 W Broadway Avenue
Minneapolis, MN 55411 US

Bill To:
Jennifer Rose
Minneapolis Public Sch District
1250 W Broadway Avenue
Minneapolis, MN 55411 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2021	6/30/2022	33	Lexia Core5 Reading Unlimited License with Virtual Implementation Success Partnership Renewal for 33 Elementary schools. The Licenses are for the following Elementary Schools: Armatage, Bancroft, Barton, Bethune, Bryn Mawr, Burroughs, Dowling, Emerson, Field, Folwell, Green Central, Hale, Hall, Jefferson, Jenny Lind, Kenny, Kenwood, Lake Harriet Lower, Lake Harriet Upper, Lake Nokomis, Keewaydin, Lucy Laney, Lyndale, Marcy, Nellie Stone, Northrup, Pillsbury, Seward, Sheridan, Sullivan, Waite Park, Webster, Whittier & Windom.	$9,900.00	$326,700.00
7/1/2021	6/30/2022	2,075	Lexia Core5 Reading Individual Licenses Renewal to support 10 Smaller Schools Anishinabe, Cityview, HIA, Howe, Hiawatha, Lake, (Metro C-HA-SJ), Nakomis Wenonah, Loring, Pratt, Riverbend.	$30.00	$62,250.00

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2021	6/30/2022	10	Lexia Core5 Reading Virtual Implementation Success Partnership Renewal to support 10 Smaller Schools Anishinabe, Cityview, HIA, Howe, Hiawatha, Lake Nakomis Wenonah, (Metro C-HA-SJ) Loring, Pratt Riverbend.	$2,000.00	$20,000.00
7/1/2021	6/30/2022	1	Lexia District Success Partnership	$9,900.00	$9,900.00

Total Price $418,850.00

Fax or email Purchase Orders with quote number Q-454961-1 to the following:
Attn: Dennis Walsh
Email: dennis.walsh@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at http://www.lexialearning.com/download (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Berkley National Insurance Company	38911
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Lexia Learning Systems LLC
Rosetta Stone Ltd
Cambium Learning Group, Inc.
300 Baker Ave, Ste 320
Concord MA 01742 USA

COVERAGES **CERTIFICATE NUMBER:** 570087686506 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		TCP701596511	04/15/2021	04/15/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			TCP 7015965-11	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC701596612	04/15/2021	04/15/2022	X PER STATUTE / OTH-	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Minneapolis Public Schools is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Minneapolis Public Schools
1250 West Broadway Ave
Minneapolis MN 55411-2533 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570087686506

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CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Lorenz Bus Service Inc, "Contractor" (collectively "parties") to provide Provide on time and safe Bus service for MPS students throughout the district to various schools for 2021-2022 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,150,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Lorenz Bus Service Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair

(Printed)

Title:_____

Date: _____

Lorenz Bus Service Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.
>
> When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

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MAGNET SCHOOLS OF AMERICA

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "**Agreement**") is made and entered into as of the 20th day of May 2021 (the "**Effective Date**"), by and between Minneapolis Public Schools, ("District") with its principal place of business located at 1250 West Broadway Avenue, Minneapolis, MN 55411, and Magnet Schools of America, with its principal place of business located at 1909 K Street NW, Suite C140, Washington, DC 20006 ("**Service Provider**").

RECITALS

WHEREAS, District desires to obtain certain services and activities as described herein and in the attachments hereto.

WHEREAS, Service Provider possesses certain qualifications to provide such Services.

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree as follows:

AGREEMENT

1. Term. Service Provider is hereby retained by District as an independent contractor. The Work under this Agreement shall occur Fall 2021 and extend through Spring 2022. This Agreement may be terminated prior to such date upon successful completion of the Services and satisfaction of all obligations hereunder or upon written notice from the District as provided further herein.

2. Services. Service Provider shall perform the services and work (the "**Services**") described in Appendix A attached hereto (the "**Scope of Work**"). All such Services shall be the responsibility of Service Provider.

3. Schedule. Service Provider shall devote attention to completion of the Services as Service Provider reasonably determines and is not required to perform such Services during particular hours, on particular days or in a particular location, unless otherwise stated in the Scope of Work and so long as any timeline or deadline for completion of the Services or Services milestones is satisfied. Service Provider shall work with the District to coordinate any work to be performed in order to minimize any disruption to District staff and students.

4. Fees and Expenses. Service Provider shall be compensated for performance of the Services as follows (complete applicable entries):

☐ Hourly rate of $_____, per person, not to exceed _____ hours per day and _____ total days.

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☐ Daily rate of $_____, per day, not to exceed _____ days (minimum of __ hours required per day or the daily rate will be pro-rated).

☐ **Fixed amount, at $170,000.00, per District participant, not to exceed 30 participants.**

☐ Such amounts as set forth in the Scope of Work.

The total estimated Service Provider fees based on time estimates are **$170,000.00.**

Subject to Section 10, expense reimbursements (including, but not limited to, mileage, public transportation, meals, hotels, etc.) will be permitted only to the extent specifically provided in this Agreement or with the prior written consent of District.

Any reimbursable travel expenses must follow the U.S. General Services Administration Allocations with respect to meals, incidentals and hotel rates, as well as mileage and other transportation expenses where applicable. The per diem and allowed rates are provided from the U.S. General Services Administration website: http://gsa.gov/portal/category. No alcoholic beverages are allowed for reimbursement under any circumstance. District will only reimburse travel expenses based upon itemized receipts submitted fully documenting the date, time, location, and cost of such expenses, but expenses will be capped based upon the U.S General Services Administration guidelines. The total estimated reimbursable travel expenses under this Agreement (if applicable) are $0.00.

With the exception of training materials for District staff as noted below, District is not responsible for any additional expenses, subject to Section 10. The total estimated cost of training materials (if applicable) is $0.00.

The total compensation and reimbursement of Service Provider under this Agreement shall not exceed $170,000.00 (which includes Service Provider's time, travel reimbursements and training materials as indicated above), unless prior written approval is obtained from District.

5. Payment. Payment pursuant to this Agreement is dependent upon the completion of the Services, compliance with the Agreement, and submission of invoice(s) adequately and fully describing work performed. When the fee is on an hours or a per diem basis, any consultant time which is invoiced must reflect in detail the time and date such time was worked by specific individual and total time/days by individual (*i.e.*, collective or cumulative time bills are not permitted).

6. Independent Contractor. Service Provider is an independent contractor and neither the Service Provider nor any of its employees, subconsultants, or agents are employees of District. Service Provider and any of its employees, subconsultants, or agents are not entitled to participate in any benefit plan afforded to the employees of District, Worker's Compensation, unemployment insurance benefits, nor any other benefit, right or privilege available to employees of District. District will provide Service Provider with a completed Internal Revenue Service Form 1099. Service Provider is responsible for payment of taxes due with respect to compensation paid under this Agreement.

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7. Confidentiality.

(a) "**Confidential Information**" means any non-public information that relates to the plans and operations of District and the personal information of District's employees and past, present and future students disclosed, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of District or its employees and students. Notwithstanding the foregoing, Confidential Information shall not include any such information which Service Provider can establish (i) was publicly known or made generally available prior to the time of disclosure to Service Provider; (ii) becomes publicly known or made generally available after disclosure to Service Provider through no wrongful action or inaction of Service Provider; or (iii) is in the rightful possession of Service Provider, without confidentiality obligations, at the time of disclosure as shown by Service Provider's then-contemporaneous written records.

(b) During and after the term of this Agreement, Service Provider will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Service Provider will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of District, or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of District, except that Service Provider may disclose Confidential Information to any third party on a need-to-know basis for the purposes of Service Provider performing the Services; provided, however, that such third party is subject to written non-use and non-disclosure obligations at least as protective of District and the Confidential Information as this Section 7. Service Provider may also disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, Service Provider shall provide prior written notice to District and seek a protective order or such similar confidential protection as may be available under applicable law. Service Provider agrees that no ownership of Confidential Information is conveyed to the Service Provider. Service Provider agrees that Service Provider's obligations under this Section 7 shall continue after the termination of this Agreement.

(c) Service Provider shall observe all applicable federal and state requirements relating to the confidentiality of records and information provided to Service Provider by the District, including but not limited to, student records. All records generated by Service Provider as a result of rendering the Services under this Agreement shall be the property of the District and maintained in District files. Service Provider may maintain duplicate records for its purpose consistent with any confidentiality requirements.

(d) Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data

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Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the district any requests from third parties for information related to this contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8. Assignment. Service Provider is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and Service Provider's obligations hereunder without the prior written consent of District.

9. Indemnification. Service Provider shall defend, indemnify and save harmless District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of Service Provider, its employees or agents. District shall defend, indemnify, and save harmless Service Provider from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of District, its employees or agents. The foregoing notwithstanding, except to the extent reasonably foreseeable, in no event shall either party be liable to the other for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

10. Termination. This Agreement shall terminate upon completion and delivery by Service Provider of the Services in a form and manner reasonably satisfactory to District or upon mutual agreement. The parties hereto reserve the right to terminate this Agreement upon failure by either party to satisfy the terms and conditions set forth herein. The foregoing notwithstanding, (a) District may terminate this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice to Service Provider, and (b) Service Provider may terminate this agreement at any time, with or without cause, upon thirty (30) days' prior written notice to District. Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event District terminates this Agreement prior to completion of the Services, District shall be responsible and pay Service Provider for all non-refundable travel and lodging costs incurred by Service Provider and/or its agents in connection with anticipated performance under this Agreement so long as such costs were incurred prior to the date of any such termination by District. If District terminates this Agreement within forty-five (45) days of the scheduled date for commencement of performance of the Services, District shall be responsible and pay Service Provider for twenty-five percent (25%) of the total project compensation set forth in Section 4, in consideration of project planning and design.

11. Governing Law. The construction, performance and validity of the Agreement and the Statement of Work shall be governed by the law of the state of Minnesota, Minneapolis, without reference to its provisions regarding choice of law.

12. Amendment. This Agreement shall not be modified except by a writing signed by the

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authorized representatives of Service Provider and District. No Statement of Work hereunder may be modified except by a writing signed by the authorized representatives of Service Provider and District.

13. Notices. All communications required to be sent or given under this Agreement or any Statement of Work shall be in writing and shall be duly given and effective if mailed by certified mail return receipt requested or if sent via a nationally recognized overnight courier service upon confirmation of delivery, to the respective party's address as first set forth above or to any other address that either party may identify in writing from time to time by giving notice to the other party.

14. Entire Agreement. This Agreement, together with the Statement of Work and any other attachments, is the entire agreement and understanding between the parties hereto with respect to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and neither party shall be bound by any representation, warranty, covenant (other than the covenant of good faith and fair dealing), term or condition other than as expressly stated herein.

15. Headings. The section headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

16. Severability. If any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of the Agreement shall not in any way be affected or impaired.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same instrument.

18. Facsimile and Electronic Signatures. This Agreement may be executed and delivered by facsimile or electronic transmittal and upon such delivery the facsimile or electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:	**SERVICE PROVIDER:**
MINNEAPOLIS PUBLIC SCHOOLS	**MAGNET SCHOOLS OF AMERICA**
By:_____	By: DocuSigned by: Todd Mann 292F68830D86408...
Name:	Name: Todd Mann
Title:	Title: Executive Director

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APPENDIX A

PROJECT SCOPE

PROPOSAL FOR SERVICES

This is a proposal for services from Magnet Schools of America (MSA) through The National Institute for Magnet School Leadership (NIMSL) to Minneapolis Public Schools (MPS) to address their need to support their Comprehensive District Design (CDD) through new and revised magnet schools.

> ***The CDD sets collaboratively developed goals and priorities that provide an intent and direction for MPS' planning, policies, and decision-making. These goals and priorities create a shared framework that enables the district to be more proactive, more strategic, and better coordinated both internally and externally, which helps to maximize the efficiency and effectiveness of efforts across district functions.***

The proposal includes the following schools and will occur Fall 2021 through Spring 2022.

Arts	**STEAM**	**STEM**
Bethune ES (K-5)	Franklin (6-8)	Hall ES (K-5)
Marcy ES (K-5)	Sullivan (K-8)	

SCOPE OF WORK & BUDGET

Magnet School Initiative Year 1: *NIMSL Professional Development Plan*	
$34,000 per school	
School Strategic Implementation Planning (Three days on site) For a full-service approach to magnet school development, MSA proposes to spend three days with each school to develop a strategic design implementation plan; based on the successful elements of implementation science each school will develop a guiding document that incorporates their professional learning, parent engagement, partnership engagement, curriculum work, and sustainability planning.	$13,500
School Project Coaching (Three days on site) MSA recognizes that each school has its own context within the parameters of the district and community. In our experience, onsite personalized coaching for administrators, leadership teams and school staffs has been invaluable for successful implementation and benchmarking to other schools nationally with similar experiences. The site visits and content discussions will be aligned to the needs and themes of each school, along with their current developmental levels as magnet schools.	$13,500
Building Magnet Excellence Workshop (One day) Participants will be introduced, and intensively engaged in each of **the Pillars for Magnet Schools** by reflecting on their instructional practice, beliefs, and models. This workshop is designed to engage site-based leadership by exploring research briefs, Ted Talks, exemplar programs, and group think tanks to ensure their magnet schools recognize the critical elements and reflect a truly rigorous, diverse, and engaging environment in which students demonstrate achievement gains.	$7,000

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TOTAL for 5 schools:	**$170,000.00**
Invoices will be sent out: *November 30, 2021: $56,500* *February 28, 2022: $56,500* *May 31, 2022: $57,000*	

MSA will provide Minneapolis Public Schools technical support by a selected NIMSL consultant occurring in Fall 2021 through Spring 2022. The NIMSL deliverables would consist of:

1. Utilize the five MSA pillars as a guide to a fully developed implementation plan
2. Ensure the school-wide approaches are unique and consistent
3. Provide guidance with production of the implementation plan so it can be used as a benchmarking tool for the five MPS schools
4. Provide coaching to all five MPS schools
5. Realize that *diversity* is the cornerstone of offering students a global educational experience.
6. Explore what each is doing in *innovative curriculum and professional development* to ensure theme-based curriculum is supported by appropriate pedagogy.
7. Develop a deeper understanding to ensure *academic excellence* is demonstrated through commitment to multi-dimensional instruction focused on learner needs.
8. Ensure *leadership* is rooted in the well-prepared, well-educated professional educator.
9. Produce a plan to ensure *family and community partnerships* are mutually beneficial, offer a system of support, shared ownership, and a caring spirit, and are designed to enhance a theme-integrated educational environment.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above and authorize the team to proceed.

		DocuSigned by: Todd Mann 292F68830D86408...	6/9/2021
Name Title Minneapolis Public Schools	Date	Todd Mann Executive Director Magnet Schools of America	Date

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Mansfield Oil Company, "Contractor" (collectively "parties") to provide Fuel for District Vehicles to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $320,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Mansfield Oil Company

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Jennifer Lindquist
(Printed)

Title:_____

Date: _____

Mansfield Oil Company

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Diesel and Unleaded Fuel for MPS district vehicles. State Contract Release: # F-529

Service Outcome

As in the past years, the State works with cities, Municipalities and school districts to define the strategy to bid fuel. Both the types and quantities of fuel for the next year are included. The State bids the total volume and secures pricing for the various types of fuel. After receiving the bids, each member of the participating group decides if they want to use the contract for the following year. The State offers a cost effective "Spot fuel" price which is used when fuel needs exceeds the contracted quantities

Method of Evaluation

Joint Powers Committee reviews contract annually

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Meisa Transportation, "Contractor" (collectively "parties") to provide Provide Type III service for district students 2021-2022 school year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $981,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

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District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

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8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Meisa Transportation

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair

(Printed)

Title:_____

Date: _____

Meisa Transportation

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Provide type III service for district students in a safe and timely manner for 2021-2022 school year.

Service Outcome

Successful on time & safe transportation for district students

Method of Evaluation

Monthly meetings and reports with MPS personnel. Vendor will also be held accountable by language in the exhibits.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Metropolitan Transportation Network, "Contractor" (collectively "parties") to provide Provide Bus service for MPS students for 2021-2022 School Year to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $3,450,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

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13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

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14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

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16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

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19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Metropolitan Transportation Network

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Metropolitan Transportation Network

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

STUDENT PASS PROGRAM AGREEMENT
Contract # 20R003-01

THIS AGREEMENT is made and entered into this 1st day of July, 2021, (the "Effective Date") by and between **Special School District No. 1, Minneapolis Public Schools** ("the School") and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota ("the Council").

RECITALS

The School desires to purchase the Council's Student Pass for the distribution to its students. The Council's "Student Pass Program" is a bus and light rail unlimited-ride transit pass that is valid throughout the academic school year.

NOW THEREFORE, In consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I
RESPONSIBILITIES

1. The School will place its order for the number of Student Passes that it desires using the online web ordering system. Access will be given by the Council.

2. The Council will sell the Student Passes to the School in the quantities as specified on the order form. The Council reserves the right to withhold future orders and/or deactivate any cards in the School's possession if the Council has an outstanding invoice more than 30 days old. The Council shall invoice the School for the Student Passes requested for the academic quarter at the beginning of each academic quarter and the School shall pay the invoice within 30 days of the date of the invoice.

3. The School will sell or distribute the Student Passes to its students for no more than the face value of the transit pass; Pricing for each academic year is as follows:

   2021-2022: $97.00 per pass per quarter
   The effective regular academic billing quarters are 8/23/2021 to 11/3/2021, 11/4/21 to 1/15/22, 1/16/22 to 3/31/2022 and 4/1/22 to 6/11/22.

   2022-2023: $97.00 per pass per quarter
   The effective regular academic billing quarters are 8/22/2022 to 11/2/2022, 11/3/2022 to 1/14/23, 1/15/23 to 3/30/2023 and 3/31/2023 to 6/16/2023.

   2023-2024: $97.00 per pass per quarter
   The effective regular academic billing quarters are 8/21/2023 to 11/1/2023, 11/2/2023 to 1/14/2024, 1/15/2024 to 3/31/2024 and 4/1/2024 to 6/14/2024.

4. The School will utilize the tools provided by the Council to administer the program; i.e. internet based support to report replacements, deactivate or suspend cards and other tools provided by the council that aids in program administration.

5. The School will verify and confirm with the Council the total number of active cards for each quarter. The Council will invoice the School based on the number confirmed. Absent any verification the active card information will be considered accurate and payable.

6. The School will be fully liable for any loss or theft of the issued Student Passes sold to the School. However, the Council will issue credit for replacements for lost, stolen or damaged or Student Passes during the semester for $5.00, providing that replacement documentation has been submitted.

7. The School will audit deliveries of Student Passes and to report any discrepancies to the Council's Metro Transit Supervisor of Revenue Operations (see Article II, Section 9) in writing within three (3) working days of delivery.

8. The School will sell/issue the Student Passes only to students presenting proper photo identification issued by the School.

9. The School will inform the students that they must present valid student picture identification if requested by fare inspectors or other Metro Transit personnel. Students are required to sign their name legibly in the space provided on the card and tag/validate their card each time they ride and failure to do so may be understood as improper use of the card and it may be revoked/deactivated by the Council.

10. The School will ensure that each student that receives a Student Pass will read and sign a code of conduct statement identified on **Exhibit A**, which is attached hereto and incorporated herein by this reference. The Council will have a customer advocate available to educate the students/school staff on the transit system.

11. The School will maintain accurate and complete records and accounts of the sale/distribution of Student Passes and to keep the records, accounts, and accounting practices relevant to this agreement available for audit by the Council or the State Auditor upon reasonable notice. Completed tracking sheets/records are to be submitted to Metro Transit in a timely manner via the administrator website to insure proper registration of each card holder.

12. The School may return unissued Student Passes for credit on their account no later than 30 days beyond the end of the academic school year.

ARTICLE II
ADDITIONAL PROVISIONS

1. **Term.** This Agreement shall commence on July 1, 2021, and shall continue in full force until June 30, 2024.

2. **Termination**. Either party may terminate this Agreement on 30-days written notice. Upon termination of this Agreement, the Council will credit all returned unused Student Passes. The Council will perform a closeout audit of the account.

3. **Assignment**. This Agreement may not be assigned without the express written consent of the Council.

4. **Employees and Agents**. Neither the School nor any of its employees or agents engaged in selling Student Passes is in any way to be considered Council employees for any purpose whatsoever.

5. **Entire Agreement.** This Agreement supersedes all prior agreements, oral and written, between any or all of the parties hereto relating to the sale of the Student Passes. This Agreement may be amended and modified only by written agreement signed by the parties hereto with the same formality as this Agreement, and no amendment or modification shall be binding on the parties or have any effect unless so made.

6. **Hold Harmless**. The School shall hold the Council, and their respective officials, officers, agents, employees and representatives, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of this Agreement.

7. **Authority**. The School and the Council represent that they are fully authorized to enter into this Agreement, and each represents that execution of this Agreement shall not constitute a default under any commitment made by it to persons or entities not a party to this Agreement.

8. ~~**Regional Transit Fare Increase.** If there is a regional increase or decrease in transit fares, the Council~~ will recalculate the School's program price upon the next quarterly billing cycle. The Council will notify the Participant of the recalculated program price at least thirty (30) days before the next academic quarter.

9. **Notices**. Any notice, demand, request or other communication required or permitted to be given to the Council or the School shall be sufficiently given and served, and shall be effective and deemed properly given and served, two (2) days after it is deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, or on the next business day if deposited cost-paid with a nationally recognized overnight courier service, addressed as follows:

To the Council:
Metro Transit
Revenue Operations
560 Sixth Avenue North
Minneapolis, MN 55411-4398
Attention: Lisa Anderson

To the school:

School:	Minneapolis Public Schools
Address:	MPS Transportation Center
	1001 2nd Ave. N
	Minneapolis, MN 55405
Attention:	Frank Zeman
Phone:	612-668-2357

Other school names and locations covered by this Agreement: Edison, North, Henry, Roosevelt, Washburn and Wellstone, South, Southwest, Transition Plus, Plymouth Youth Center, Merc, Menlo Park Academy, VOA Opportunity, Urban League Academy, Harrison Education Center, American Indian IOC, Heritage Academy, Loring Nicolette

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

THE COUNCIL:
METROPOLITAN COUNCIL

By: _____

Its: Director of Finance, Metro Transit

THE SCHOOL:
SPECIAL SCHOOL DISTRICT NO. 1,
MINNEAPOLIS PUBLIC SCHOOLS

_____

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Minneapolis Public School Student Pass Program
Code of Conduct Agreement

Standard code of conduct rules:

- • Be courteous and act respectfully toward bus drivers, other riders and transit staff.
- • No smoking or eating. Beverages only in covered containers and music only through headphones.
- • Hours of use: The Go-To Student Pass is valid between 5 a.m. and 10 p.m. daily. At all other times, cash must be used to pay the fare. When riding a Northstar train, your Go-To Student Pass is good for the first $3 of the fare; any remaining fare must come from stored value added to your Go-To Student Pass.
- • Keep cell phone use and discussions quiet and to a minimum.
- • Do not engage in inappropriate actions or use inappropriate language.
- • Remain seated when possible – if standing, hold onto hand rails.
- • Customers with wheelchairs or walkers board first and exit last.
- • On buses, aisle-facing seats are reserved for those with disabilities and senior customers.
- • If buses or trains are full, please give your seat to a senior or a person with disabilities.
- • On train platforms, stand behind the yellow line and stay alert for approaching trains.
- • Train platforms are for boarding and exiting trains only; no loitering and never stand or play on the tracks.
- • Do not attempt to board or exit a train or bus when the doors are closing.
- • No skateboarding, rollerblading, bicycling or playing on train platforms.
- • Report train emergencies using intercoms located at the front and back doors of each car.
- • Emergency phones and video cameras are located on each train platform; on buses, notify the operator if there is an emergency.
- • Prior to boarding, touch your Go-To Student Pass to the validator located on the buses or rail platform each time you ride.
- • Report a lost or stolen student pass to your school's Student Pass Coordinator immediately.
- • Only you are permitted to use your Go-To Student Pass. Your student ID is on the back of your Go-To-Student Pass.
- • If your student pass is suspended or deactivated you will be responsible for your own transportation

Possible Consequences for infractions:

Examples of minor infractions: excessive noisiness; swearing/profanity; littering; spitting; play-fighting/rough-housing; or refusing to use head-phones while listening to music. Possible consequences: warnings and/or loss of Go-To Student Pass privileges for up to 3 weeks except for travel to and from school.

Examples of major infractions: use and possession of tobacco; use of lighters, matches or other flammable objects; possession of alcohol or drugs; failure to follow driver's directions; verbal threats; vandalism; physical aggression toward others; or possession of a weapon. Possible consequences: deactivation of student pass; loss of all ridership privileges for 30 days or more; or being banned from all Metro Transit property including buses, trains and stops.

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Minneapolis and Suburban Bus Company, "Contractor" (collectively "parties") to provide Provide Bus Service for Minneapolis Public Schools Students 2021-2022 to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,750,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Minneapolis and Suburban Bus Company

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Minneapolis and Suburban Bus Company

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

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MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Nearpod Inc. "Contractor" (collectively "parties") to provide Nearpod District Licenses to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 8/1/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 7/31/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 Total Obligation

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $128,418.00. Contractor shall

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not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after the Contract has been authorized and/or approved by the District's Board as evidenced by either (i) a signed copy of this Contract or (ii) a purchase order, whichever comes first. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

AS APPLICABLE, FOR ALL AGREED UPON WORK PERFORMED BY CONTRACTOR THE AMOUNTS SET FORTH IN SECTION 3.1, ABOVE.

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

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are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may haveincluded in any documents attached to or accompanying this Contract, including but not limited to the Nearpod Terms and Conditions and Privacy Policy, attached. The terms attached as of the date of contract executed are the incorporated additional terms. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Contract was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

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7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract, so long as legally permitted to do so. The District will respond to such data requests. All subcontracts shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 CONTRACTOR'S OWNERSHIP.

- "NEARPOD MATERIALS" MEANS, COLLECTIVELY, THE NEARPOD MOBILE APPLICATIONS, AND ANY NEARPOD WEBSITES, APPLICATIONS, AND ONLINE SERVICES. THE NEARPOD MATERIALS (INCLUDING PAST, PRESENT, AND FUTURE VERSIONS) CONTAIN CONTENT THAT IS OWNED BY OR LICENSED TO CONTRACTOR. CONTENT MEANS ALL THE TEXT, GRAPHICS, USER INTERFACES, VISUAL INTERFACES, PHOTOGRAPHS, LOGOS, SOUNDS, MUSIC, ARTWORK, ACTIVITIES, ASSESSMENTS, PRINTABLES, PICTURES, VIDEO (E.G., BOCLIPS), ANIMATION, CHARACTERS, AUDIO CLIPS, TRADEMARKS, TRADE NAMES, SERVICE MARKS, COMPUTER CODE DISPLAYED ON OR AVAILABLE THROUGH THE NEARPOD MATERIALS; THE DESIGN, LAYOUT, LOOK, APPEARANCE, STRUCTURE, SELECTION, COORDINATION, EXPRESSION, ARRANGEMENT AND GRAPHICS OF SUCH MATERIALS, ALL MATERIALS AND OTHER ITEMS RELATING TO THE NEARPOD MATERIALS, THE NEARPOD SERVICES AND THE NEARPOD PRODUCTS; AND ANY AND ALL OTHER FORMS OF INTELLECTUAL PROPERTY. REPRODUCTION OF THE NEARPOD MATERIALS OR CONTENT OUTSIDE THE NEARPOD MATERIALS' FUNCTIONALITY OR OTHERWISE PERMITTED UNDER THIS CONTRACT IS PROHIBITED.

8.2 ***LICENSE.***

- SUBJECT TO DISTRICT'S COMPLIANCE WITH THIS CONTRACT, CONTRACTOR GRANTS DISTRICT A LIMITED, NON-EXCLUSIVE, NON-SUBLICENSABLE, NON-TRANSFERABLE, REVOCABLE, AND NON-ASSIGNABLE LICENSE AND RIGHT TO ACCESS, USE, REPRODUCE, DISTRIBUTE, PUBLICLY PERFORM, AND DISPLAY THE CONTRACTOR SERVICES AND CONTENT AND/OR PRINT ONE COPY (OR DOWNLOAD ONE COPY TO A LOCAL OR CLOUD HOSTED DRIVE) THE CONTENT FOR DISTRICT'S YOUR PERSONAL, NONCOMMERCIAL USE ONLY, TO THE EXTENT

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THIN THE NEARPOD MATERIALS' FUNCTIONALITIES. THE LICENSE DOES NOT GIVE DISTRICT ANY OWNERSHIP OR INTEREST IN ANY INTELLECTUAL PROPERTY OF THE NEARPOD MATERIALS OR CONTENT AND DISTRICT CANNOT OTHERWISE USE THE CONTENT OR NEARPOD MATERIALS, WITHOUT CONTRACTOR'S EXPRESS, PRIOR, WRITTEN CONSENT. CONTRACTOR AND/OR ITS LICENSORS HEREBY RESERVE ALL RIGHTS IN AND TO THE NEARPOD SERVICES OR CONTENT (AS THE CONTEXT MAY REQUIRE) NOT EXPRESSLY GRANTED IN THIS CONTRACT. EXCEPT AS EXPRESSLY PERMITTED IN THIS CONTRACT OR WITH CONTRACTOR'S PRIOR EXPRESS WRITTEN CONSENT, NO PART OF THE NEARPOD MATERIALS OR CONTENT MAY BE USED, COPIED, REPRODUCED, DISTRIBUTED, UPLOADED, POSTED, PUBLICLY DISPLAYED, TRANSLATED, TRANSMITTED, SOLD, LICENSED, OR OTHERWISE USED FOR ANY REASON WHATSOEVER.

8.3 USER-GENERATED CONTENT.

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NEARPOD MATERIALS, DISTRICT MAY PROVIDE OR CREATE CONTENT AND ANY OTHER MATERIALS, INFORMATION, IDEAS, CONCEPTS, AND KNOW-HOW ("USER-GENERATED CONTENT"). DISTRICT, AND NOT CONTRACTOR, IS SOLELY RESPONSIBLE FOR ANY USER-GENERATED CONTENT DISTRICT (OR ITS USERS) MAKES AVAILABLE THROUGH DISTRICT'S USE OF THE NEARPOD MATERIALS. CONTRACTOR DOES NOT CONTROL THE USER-GENERATED CONTENT HOSTED VIA THE NEARPOD MATERIALS, NOR DOES IT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF SUCH USER-GENERATED CONTENT. USERS SHALL RETAIN ALL RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, FOR USER-GENERATED CONTENT THAT THEY CREATE WITH THEIR NEARPOD ACCOUNT, UNLESS THEY ENTER A PUBLISHING CONTRACT WITH CONTRACTOR. DISTRICT ACKNOWLEDGES THAT ALL POSTED USER-GENERATED CONTENT IS STORED ON AND MADE AVAILABLE THROUGH THE NEARPOD MATERIALS BY CONTRACTOR'S SERVERS AND NOT ON DISTRICT'S DEVICES.

- ALTHOUGH THE DISTRICT ACCOUNT OWNER IS AND REMAINS THE OWNER OF ANY DATA, INCLUDING STUDENT CONTENT, SUBMITTED THROUGH THE NEARPOD MATERIALS, DISTRICT GRANTS CONTRACTOR A WORLDWIDE, ROYALTY-FREE, RIGHT AND LICENSE TO USE, REPRODUCE, PUBLISH, DISPLAY, MODIFY, MAKE DERIVATIVE WORKS OF, TRANSMIT AND COPY DISTRICT'S ANONYMIZED CONTENT AND TO ADDITIONALLY DISTRIBUTE AND PUBLICLY PERFORM SUCH CONTENT IN CONNECTION WITH THE NEARPOD MATERIALS AND CONTRACTOR'S (AND ITS SUCCESSOR'S) BUSINESS, IN ANY MEDIA FORMATS AND THROUGH ANY MEDIA CHANNELS, ALL OF THE FOREGOING SOLELY FOR THE PURPOSES OF DELIVERING THE SERVICES TO DISTRICT, AND WHICH LICENSE SHALL TERMINATE UPON THE TERMINATION OF THIS CONTRACT. DISTRICT ALSO HEREBY GRANTS TO EACH USER OF THE NEARPOD MATERIALS A NON-EXCLUSIVE LICENSE TO ACCESS AND VIEW DISTRICT'S ANONYMIZED USER-GENERATED CONTENT AS PERMITTED BY THE FUNCTIONALITY OF THE NEARPOD MATERIALS. FOR THE AVOIDANCE OF DOUBT, SUCH ANONYMIZED USER-GENERATED CONTENT SHALL NOT INCLUDE ANY PERSONALLY IDENTIFIABLE INFORMATION.

8.4 NEARPOD MATERIALS, CONTENT USE RESTRICTIONS, AND CUSTOMER OBLIGATIONS.

- DISTRICT WILL NOT AND WILL NOT ATTEMPT TO: (I) LICENSE, SUBLICENSE, COPY, DUPLICATE, DISTRIBUTE, MODIFY, PUBLICLY PERFORM OR DISPLAY, TRANSMIT, PUBLISH, EDIT, ADAPT, CREATE DERIVATIVE WORKS FROM, REPRODUCE, SELL, TRADE, OR RESELL THE NEARPOD MATERIALS OR CONTENT (INCLUDING, WITHOUT

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THE REPRODUCTION, SALE, TRADING OR RESALE OF NEARPOD MATERIALS OR CONTENT CUSTOMIZED BY OTHER CONTRACTOR USERS) WITHOUT CONTRACTORS'S PRIOR WRITTEN AGREEMENT; (II) DECOMPILE, DISASSEMBLE, REVERSE ENGINEER OR OTHERWISE ATTEMPT TO OBTAIN OR PERCEIVE THE SOURCE CODE FROM WHICH ANY SOFTWARE COMPONENT OF THE NEARPOD MATERIALS ARE COMPILED OR INTERPRETED, AND DISTRICT ACKNOWLEDGES THAT NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO GRANT DISTRICT ANY RIGHT TO OBTAIN OR USE SUCH CODE; (III) CREATE ANY DERIVATIVE PRODUCT FROM OF THE FOREGOING, WITHOUT CONTRACTOR'S PRIOR CONSENT; (IV) ASSIGN, SUBLICENSE, SELL, RESELL, LEASE, RENT, OR OTHERWISE TRANSFER, CONVEY, OR PLEDGE AS SECURITY OR OTHERWISE ENCUMBER, CONTRACTOR'S RIGHTS UNDER THIS CONTRACT; (V) REMOVE ANY TITLE, TRADEMARK, COPYRIGHT, OR RESTRICTED RIGHTS NOTICES OR LABELS FROM THE NEARPOD MATERIALS OR RELATED DOCUMENTATION; OR (VI) SHARE ACCOUNTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION OR OTHERWISE, THE NEARPOD MATERIALS MAY INCLUDE FUNCTIONALITY THAT WILL ALLOW DISTRICT TO CREATE NEW CONTENT SLIDES, DELETE SLIDES AND CERTAIN OTHER EDITING FUNCTIONALITY. THESE ACTIVITIES ARE PERMITTED TO THE EXTENT ENABLED WITHIN THE NEARPOD MATERIALS, PROVIDED THAT SUCH EDITED CONTENT IS USED SOLELY PURSUANT TO THIS CONTRACT.

8.5 CONTENT CREATED BY THIRD PARTIES.

- THE NEARPOD MATERIALS PROVIDE THE ABILITY FOR "EDUCATOR NEARPOD USERS" (DEFINED AS TEACHERS, STAFF, OR ADMINISTRATORS AT DISTRICT) TO CREATE THEIR OWN CONTENT, THAT CAN BE SHARED TO THIRD PARTIES (NEVER DIRECTLY WITH STUDENTS, UNLESS THE CREATOR IS THE STUDENTS' EDUCATOR). DISTRICT ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT CREATED BY DISTRICT'S USERS.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not

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as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

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Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,000,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has CYBER liability insurance with limits of not less than $1,500,000 each claim that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 INTENTIONALLY DELETED.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

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and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall either party be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. Either party's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. Notwithstanding anything to the contrary in this Contract or otherwise, all fees paid or owing are non-cancelable and non-refundable.

18.2 District may terminate this Contract in whole or in part for cause upon FIFTEEN (15) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within THIRTY (30) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditorand/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved. Notwithstanding anything to the contrary in this Contract or elsewhere, should District want and/or need to audit the privacy or security measures of the Contractor then the following terms shall apply:

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Upon receipt of a written request from the District, received at least thirty (30) days in advance, the Contractor will allow the District to audit the security and privacy measures that are in place to ensure protection of the District's data or any portion thereof. Such audit will be at the sole expense of the District and will be conducted during normal business hours and in a reasonable manner. The Contractor will cooperate reasonably with the District and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or District, and shall provide reasonable access to the Contractor's facilities, staff, agents and District's District's data and all records pertaining to the Contractor, District and delivery services to the District. Failure to cooperate with the requirements herein may be deemed a material breach of this Contract. Audits may be conducted no more than once per calendar year, except in the case of a verified breach. Access to District will be provided to the extent that in Contractor's reasonable discretion such access does not compromise the security of its operations or confidentiality of other customer data.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Jennifer Rose
1250 W Broadway
Minneapolis, MN 55411
Email: jennifer.rose@mpls.k12.mn.us

CONTRACTOR

Natali Barski-Meyman
Phone: 305.677.5030
Address: 1855 Griffin Rd., Suite A-290, Dania Beach, FL 33004
Email: legal@nearpod.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such

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withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT OR OTHERWISE, CONTRACTOR MAY ASSIGN THIS CONTRACT WITHOUT DISTRICT'S PRIOR CONSENT IN THE EVENT OF A CORPORATE RESTRUCTURE, MERGER, ACQUISITION, OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract, together with the Nearpod Sales Order, attached hereto as exhibit "A" and all terms and conditions referenced therein constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor Warranties.

- it has full power, capacity, and authority to enter into this Contract;
- it will comply with all federal, state and local laws, rules and regulations applicable to its performance of this Contract;
- all Services will be provided in a professional and workmanlike manner;
- neither the Software nor the Services (excluding User-Generated Content) nor the use thereof shall infringe or misappropriate any patent, copyright, trademark, trade secret or other proprietary right of any third

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party.

25.2 District Warranties.

- that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
- that the execution and performance of this Contract will not conflict with or violate any provision of any law having applicability to such Party;
- that this Contract, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms; and
- it will comply with all applicable laws, statutes, regulations or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA") (collectively, "Laws").

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature:_____

Name: Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

Nearpod Inc.

Signature: DocuSigned by: Jose Carrera 33B8AE5BEDFE484...

Name: Jose Carrera

(Printed) Title: CEO

Date: 6/9/2021

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nearpod

Quote ID: 129728



Sales Order

Sales Order For:

Ashley Krohn
MINNEAPOLIS PUBLIC SCHOOL DIST.
1250 W BROADWAY AVE
MINNEAPOLIS, Minnesota 55411
UNITED STATES

Nearpod Contact:

Jamie Sunkin
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 08/01/2021 **Service End:** 07/31/2022

Description	Quantity	Volume List Price	Discount	Total
Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to: - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features,	District License	$263,250.00	$134,832.00	(USD) $128,418.00

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including Live Teacher Annotation and Co-Teaching Nearpod Digital Citizenship and Literacy: A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey. Nearpod English Learner: A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners. Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants. (Purchasing 4 training sessions, getting 3 complimentary)				
			Total	(USD) $128,418.00

Terms

This Sales Order is valid until: 07/19/2021
Service will run from 08/01/2021 until 07/31/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $128,418.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

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Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address secure payment link should be sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: jamie.sunkin@nearpod.com or FAX: +1 305-655-1999

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Nearpod® Terms and Conditions

Please read these Terms and Conditions ("Terms") carefully as they provide that You and Nearpod will arbitrate certain claims instead of going to court and that you will not bring class action claims against Nearpod. Moreover, these Terms constitute a binding contract between You (defined below) and Nearpod. These Terms are the rules that apply to the Nearpod materials. If you do not agree to these Terms, then please do not purchase a subscription, create an account, or use the services.

By accessing or registering on Nearpod Inc.'s ("Nearpod", "us", "we," "our") website, or by downloading or using any of the Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms (collectively, "Nearpod Materials"), you acknowledge that you understand these Terms and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, then you may not access the Nearpod website or use any of our products or services. Additional terms and conditions may apply to some services offered on the Nearpod Materials if we post such terms within such services or if we sign a separate agreement with you. Please contact notices@nearpod.com if you have questions about these Terms and Conditions. Nearpod is a registered trademark of Nearpod Inc.

There are two types of users in the platform: Educator Nearpod Users (which can be either teachers or administrators at licensed educational institutions) and Student Nearpod Users. In these Terms, "you" refers to an **Educator Nearpod User** (defined below) of the Nearpod Materials. An Educator Nearpod User is an individual, named, person of legal age who can enter into a contract in the state or country in which the Nearpod User resides and in no case, are under the age of 16, and who is not a student. By purchasing a subscription to, registering for, or using the Nearpod Materials, you represent and warrant that (i) you are an Adult (according to the rules of the country where you are located), and (ii) that you will be responsible for ensuring that any child or student authorized by you to use and access the Nearpod Materials does so in accordance with these Terms. If you are a holder of a **Nearpod for Higher Education** or **Nearpod Enterprise Edition** account, for commercial purposes, then these Terms, to the extent applicable, apply to you too. **Student Nearpod Users** do not make or have accounts. Rather, they participate in the participant portion of the Nearpod Services by entering a code provided by the Educator Nearpod User and accessing the lesson materials.

Furthermore, if you are an educator, regardless of teaching at a private or public institution, you represent and warrant to us that you are (i) authorized to agree to these Terms on behalf of your organization and (ii) provide consent on behalf of your students to use and access the Nearpod Materials. Additionally, as an educator, you represent and warrant that Nearpod shall be considered a School Official, as defined by FERPA, with a legitimate educational interest, and performing services otherwise provided by the educator.

Unauthorized commercial, corporate or other misuse of Nearpod may result in the cancellation of your account. Nearpod empowers educators to choose how much student personal information students input into the Nearpod Materials. While some Nearpod features may request student personal information, such as first name, first initial of student's last name, or student voice, it is ultimately in the Educator Nearpod User's discretion as to what information is actually provided.

Outside the US, if you are under the age of majority in your country of residence, you must review

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these Terms and Conditions with your parent or guardian to make sure that you and your parent or guardian understand and agree to it.

Nearpod and the Nearpod Materials comply with (and facilitate compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). We do not intentionally collect any personally identifiable information from individuals under the age of 16, though we may collect personally identifiable information, as provided by the Educator Nearpod User's preference. We rely on consent by the student's educator as the basis for collecting this information via the participation portion of the Nearpod Materials. If you are a parent or guardian or teacher and believe that your child or student under the age of 16 has provided Nearpod with personally identifiable information, please notify privacy@nearpod.com so that we can promptly delete the information from our servers. For more information about our privacy policy, please read here.

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Highlights

The following are some of the key points to our Terms; however these aren't legally binding and are meant for reference only. You should read these entire Terms along with our Privacy Policy and Privacy FAQ (the terms of which are incorporated by reference into these Terms):

1. These terms, in addition to our Privacy Policy, are the contract between you and Nearpod. If you don't agree to these terms, don't use Nearpod. If you break these rules, we reserve the right to cancel your subscription.
2. There may be other terms that apply to you (e.g. if we sign a separate agreement with you).
3. Regardless of the type of account you have, there are two kinds of users: Teachers (i.e. presenters) and Students (i.e. those who join lesson via codes and do not have accounts). By registering for Nearpod you're representing that you're an adult, that you have the ability to and, in fact, do provide consent for the child(ren) to use Nearpod, and that any child who uses Nearpod at your direction will follow the rules.
4. Nearpod doesn't have student accounts.
5. You're promising that if you're representing a school or district, you're able to agree to these terms on behalf of your organization and provide consent on behalf of students. You're

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designating us a school official as defined by FERPA. We base our COPPA required consent from teachers.

6. We give teachers the power to decide what personal information students enter into the platform.
7. If you're a minor outside the US, you should review these terms with your parent or guardian.
8. If you think a student accidentally created an account email us.
9. For Silver, Gold, or Platinum Accounts: These are individual accounts for teachers. You can only sign up for these if: you're an adult, currently employed by a school or district and remain employed by school or district during the term of your license. You can only use the account for access to students if you have the right to do so by your school.
10. You cannot share accounts between two or more educators.
11. You cannot share your password.
12. We own all the Nearpod Materials, or have the right to use third-party materials that we license. Using, sharing, distributing, or otherwise accessing the Nearpod Materials in a way that is not allowed by Nearpod's functionalities is a violation of these Terms.
13. When you pay for or otherwise sign up to use the Nearpod Materials, you do not own the Nearpod Materials. Rather, we grant you a license to use the Nearpod Materials for the term of your agreement.
14. While using Nearpod you may create content. You will own the content subject to the license you grant us for the content. We're not responsible for the content that you post. We don't guarantee the availability of your content through the platform. Similarly, we are not responsible for content provided by third parties, even if Nearpod links to the third-party.
15. You won't try to sell or reverse engineer the Nearpod materials. Additionally, you agree not to try and scrape our website or use external forces to try and interfere with our platform.
16. You won't infringe on other people's IP with the material you post; won't advertise or market for business; or, use defamatory, obscene, violent, or otherwise inappropriate language.

Terms

1. Accounts, Passwords, and Payments.

a. Accounts. Nearpod currently has the following types of accounts: Silver Accounts, Gold Accounts, Platinum Accounts, School Accounts, and District Accounts. These accounts are all for teacher-based access. Students do not need accounts to access the Nearpod Materials. Nearpod reserves the right to change, add, or remove the types of accounts offered and/or how they're named at any time. Any changes will come into effect at the time that you renew your license with us.

i. *Teacher Accounts.* The Silver, Gold, and Platinum Accounts are meant for individual users, collectively or individually, as the context may require, they are referred to as "Teacher Accounts". They each have different features, however the following terms are the same for all Teacher Accounts. Individuals may only register for a Teacher Account if (i) they are an Adult (according to the rules of the country where they are located) and (ii) are currently employed by a school (public or private), a school district, or other licensed educational institution. To be eligible for a Teacher Account, the

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Educator Nearpod User must be employed at an educational institution at all times during the subscription period. Furthermore, your employment status must be independently verifiable and you may only use the Teacher Account to provide access for students if you have authorization to do so and ability to provide consent on their behalf for purposes of COPPA. By registering for a Teacher Account, you represent and warrant that (i) you have the authorization to enter into these Terms on behalf of the educational institution in which you are employed and to use the Nearpod Materials as part of your learning activities; (ii) that you have the authorization to use the Nearpod Materials in accordance with any requirements you and your educational institution have under applicable laws, including, but not limited to FERPA. If at any time you are no longer employed at, or no longer have permission to use the Nearpod Materials, you agree that you will notify us immediately at: privacy@nearpod.com.

ii. *School Accounts*. School accounts are available to elementary and secondary educational institutions, whether private or public, to be used exclusively by the purchasing institution, its employees, and its students (through the participant portion of the platform; students do not have accounts). A school will be given access for the number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).

iii. *District Accounts*. District accounts are available to public school districts to be used exclusively by the purchasing district's employees and its students (through the participant portion of the platform; students do not have accounts). A district will be given access for the number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).

iv. *Higher Education Licenses.* Higher Education Licenses are available to institutions of higher education to be used exclusively by the purchasing institutions' employees and its students (through the participant portion of the platform; students do not have accounts). A higher education institution will be given access for the number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their institution-provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).

v. *Enterprise Nearpod Licenses*. Enterprise Licenses are available to companies to be used exclusively by the purchasing company's employees. A company will be given access for the number of licenses purchased for its users and administrators. Each license must be assigned to an individual user within the purchasing company using their company-provided email address.

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Shared access to a license (e.g. scienceteachers@abccompany.com is not a permissible use and a violation of these Terms).

vi. The following refers to Educator Nearpod Users only. In order to access the Nearpod Materials, you may be required to provide certain information (such as name, email, etc.) as more particularly described in our Privacy Policy. You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes.

b. Passwords. Since Nearpod does not require students to have accounts, every account is designated for one named Educator Nearpod User, as defined above. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Nearpod Materials and you are responsible for all activities that occur under your account(s). Furthermore, you are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify Nearpod immediately at notices@nearpod.com.

c. Payments.

i. For Individual Licenses (Gold or Platinum), each a "Paid Account":

1. Nearpod offers you the option of upgrading your account (e.g. from Silver to either Gold or Platinum) to increase your storage and enjoy additional features for a fee. If you choose to upgrade, your account will be converted to a Paid Account and will not be subject to some of the restrictions placed on Free Accounts as described at https://nearpod.com/pricing. We may change our subscription fee at any time, in our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address associated with your account or by posting on our website.
2. Nearpod accepts credit cards and certain other specified payment methods and will automatically charge your payment instrument on file before upgrading your account, if available; or request the necessary information if we do not. In the event we are not able to charge your payment instrument for applicable charges, we may suspend your account until due amounts are paid. Additionally, if your Nearpod balance is not paid within seven (7) calendar days after Nearpod provides you with notification that your account is in arrears, Nearpod reserves the right to use our discretion to delete some or all of your files so as to reduce your storage space and to convert your Nearpod Paid Account back to a Free Account.
3. The fees for your Paid Account will be billed from the date you convert to a Paid Account and on each year thereafter unless and

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until you cancel your account. Nearpod will automatically bill your credit card on the calendar day corresponding to the commencement of your Paid Account and annually thereafter. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods. If payment is not received from the credit card issuer, you agree to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information, and you agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which you shall be responsible to pay.

4. *Cancelling your account.* You may cancel your Nearpod Paid Account at any time, and cancellation will be effective immediately by contacting notices@nearpod.com. Your Nearpod Paid Account will continue in effect unless and until you cancel your Nearpod Paid Account or we terminate it, according to the terms above. You must cancel your Paid Account before it renews in order to avoid billing of the next period's fees to your credit card. Should you elect to cancel your Paid Account, please note that you will not be issued a refund for any previous payments.
5. *Taxes.* If Nearpod has the legal obligation to pay or collect taxes for which you are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod's performance under these Terms, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

ii. For School or District Licenses:

1. Educational institutions are charged directly for the services. This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Nearpod with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each Renewal Term shall incorporate and be governed by Nearpod's then current pricing.
2. If a credit card is used to make a purchase for more than Five Thousand Dollars ($5,000.00), an additional fee may be assessed.

2. Nearpod Materials and Content Ownership and License.

a. *Nearpod's Ownership*.The Nearpod Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. Content means all the

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text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video (e.g. BoClips), animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Nearpod Materials; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Nearpod Materials, the Nearpod services and the Nearpod products; and any and all other forms of intellectual property. Reproduction of the Nearpod Materials or Content outside the Nearpod Materials' functionality is prohibited. Nearpod owns (or has a license to use) all legal right, title, and interest in and to the Nearpod Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Nearpod licenses Content.

b. *License.* Subject to your strict compliance with these Terms and Conditions and payment of all applicable fees, our Privacy Policy, any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Nearpod Services and Content and/or print one copy (or download one copy to a local or cloud hosted drive) of the Content for your personal, noncommercial use only, to the extent permitted within the Nearpod Materials' functionalities. The license does not give you any ownership or interest in any intellectual property of the Nearpod Materials or Content and you cannot otherwise use the Content or Nearpod Materials, without our express, prior, written consent. Nearpod and/or our licensors hereby reserve all rights in and to the Nearpod Services or Content (as the context may require) not expressly granted in these Terms and Conditions. Except as expressly permitted in these Terms and Conditions or with Nearpod prior express written consent, no part of the Nearpod Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.

c. *User-Generated Content.*

i. By using the Nearpod Materials, you may provide or create contents and any other materials, information, ideas, concepts, and know-how ("User-generated Content"). Under no circumstances will Nearpod become liable for any payment to you for any information that you provide. You, and not Nearpod, are solely responsible for any User-Generated Content you make available through your use of the Nearpod Materials. Nearpod does not control the User-Generated Content hosted via the Nearpod Materials, nor

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does it guarantee the accuracy, integrity or quality of such User-Generated Content. Except as expressly set forth in these Terms and Conditions, users shall retain all rights, including intellectual property rights, for User-Generated Content that they create with their Nearpod account, unless they enter a publishing agreement with Nearpod. You acknowledge that all posted User-Generated Content is stored on and made available through the Nearpod Materials by Nearpod's servers and not on your device. You understand that all User-Generated Content is provided to you through the Nearpod Materials only on an "as-available" basis and Nearpod does not guarantee that the availability of Content will be uninterrupted or error free.

ii. Although the Nearpod account owner is and remains the owner of any data, including student content, submitted through the Nearpod Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content in connection with the Nearpod Materials and Nearpod's (and its successor's) business, in any media formats and through any media channels for the purposes of delivering the services to you. You also hereby grant to each user of the Nearpod Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Nearpod Materials and these Terms and Conditions (e.g. if you are part of a school or district license, the Nearpod Materials contain functionalities that allow you to share your User-Generated Content with other members of your school and/or district but does not make your User-Generated Content available to unaffiliated third parties). For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

d. *Nearpod Materials, Content Use Restrictions, and Customer Obligations.*

i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Nearpod Materials or Content (including, without limitation, the reproduction, sale, trading or resale of Nearpod Materials or Content customized by other Nearpod users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) create any derivative product from of the foregoing, without our prior consent; (iv) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Nearpod Materials or related documentation; or (vi) share

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accounts. **We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as administrator) learns that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us ay privacy@nearpod.com within twenty-four (24) hours.**
Notwithstanding anything to the contrary in this section or otherwise, the Nearpod Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Nearpod Materials, provided that such edited content is used solely for private educational purposes of the user. Nearpod reserves the right to modify or discontinue the Nearpod Materials or any version(s) thereof at any time in its sole discretion, with or without notice.

ii. You will be responsible for (i) internet connectivity needed to access the Nearpod Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy (www.nearpod.com/privacy-policy); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' user-generated content, as more particularly described above.

iii. You may not use the Nearpod Materials in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nearpod Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Nearpod Materials, and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).

iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Nearpod all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.

v. We may provide various open communication tools on the Nearpod Materials for Educator Nearpod Users, such as blog comments, blog posts,

chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

e. *Content created by Third-Parties.*

i. The Nearpod Materials provide the ability for Educator Nearpod Users to create their own content, that can be shared to third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Nearpod is not responsible and shall have no liability for the content created by Nearpod Adult Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Nearpod Materials, and further acknowledge that Nearpod does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms and Conditions, and may pre-screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.

ii. Additionally, the Nearpod Materials may access third-party services through API's or links to third-party providers, including YouTube[1]. You acknowledge and agree that Nearpod is not responsible and shall have no liability for such third-party sites and services, products or services made available through- them, or your use of or interaction with them. Whether the third-party content appears within our Services (such as in an embedded video player), or you leave our Services to view the content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. When you watch third-party content that is made available through the Services or navigate to such third-party sites, you become subject to the third party's terms of use and privacy policies. You should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from ours. We do not accept any responsibility or liability for the privacy practices of third parties.

f. *Wireless Features.* Use of Nearpod's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and

[1] You can review Google's Privacy Policy here; and update or revoke your Google Permission here.

agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of the Nearpod Materials.

g. *Rights to Process Data*. You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Nearpod Materials do hereby designate, Nearpod a "school official" within the meaning of FERPA. Nearpod will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.

   i. Please note: If your school or district requires additional privacy agreements to be executed, please email: vendorforms@nearpod.com.

3. Copyright Claims (Digital Millennium Copyright Act).

a. Nearpod respects the intellectual property rights of others and requires that the people who use the Nearpod Materials do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site http://www.copyright.gov/legislation/dmca.pdf. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

b. If you believe that your work has been copied and is accessible on the Nearpod Materials in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

   i. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
   ii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nearpod to locate the material (e.g., URL).
   iii. Information reasonably sufficient to permit Nearpod to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.
   iv. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."
   v. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

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vi. A physical, electronic or digital signature, in a form reasonably acceptable to Nearpod, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
vii. Send written communication to the following contact: Nearpod Inc., Attn: Legal Department, **1855 Griffin Rd., A290, Dania Beach, FL 33004**
viii. Send electronically-signed communication to notices@nearpod.com.

c. DMCA Counter-Notification Procedure: After receiving a notification of alleged infringement, Nearpod will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, Nearpod will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):

i. Identify the material that Nearpod has removed or to which Nearpod has disabled access and the location at which the material appeared before it was removed or access to it was disabled.
ii. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in Miami, Florida (if your address is outside of the United States, for any judicial district in which Nearpod may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.
iii. Include the following statement: “I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”
iv. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to Nearpod.
v. Send written communication to the following address: Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004
vi. Send electronically- or digitally-signed communication to notices@nearpod.com. Upon receipt of a counter notification in substantial compliance with the DMCA, Nearpod will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, Nearpod will generally replace the removed material and cease disabling access to it, unless Nearpod’s designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.

d. Nearpod is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, Nearpod expects you to resolve trademark disputes directly with the individual rather than utilizing Nearpod as an intermediary.

4. Collection of Data.

a. Nearpod's Privacy Policy, at https://nearpod.com/privacy-policy (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our Privacy Policy. We will not advertise or market to students who use Nearpod, nor will any student information collected by Nearpod be shared with third parties for advertising and marketing purposes. For teachers - Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

5. Termination and Suspension of Services.

a. We may, at our sole discretion, suspend or terminate your access to all or part of the Nearpod Materials with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions.

6. Representations, Warranties and Disclaimers.

a. Representations and Warranties by You.

i. You represent and warrant that, in connection with these Terms and Conditions or the Nearpod Materials: (i) your use of the Nearpod Materials will be in strict accordance with these Terms and Conditions and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content); (ii) your User-Generated Content and your use of the Nearpod Materials will not infringe or misappropriate the intellectual property rights of any third party; (iii) you will not and will not attempt to re-join or attempt to use the Nearpod Materials if Nearpod has banned or suspended you; (iv) you will not and will not attempt to defraud Nearpod or another user; (v) that you, to the extent applicable, are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization; (vi) that the execution or performance of these Terms will not conflict with or violate any provision of any

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law applicable to you; (vii) that by purchasing a subscription, creating and account, or otherwise using the Nearpod Materials you agree (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users) to be bound by these Terms, that these terms will constitute a valid and binding obligation on you (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users), and will be enforceable against you in accordance with the terms herein; (viii) you will comply with with all applicable laws, statutes, regulations, or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and the Protection of Pupil Rights Amendment ("PPRA")(collectively "Laws"); and (ix) you will not and will not attempt to use another user's account or allow another person to use your user account. In addition to the representations and warranties above, Districts and/or Schools further represent and warrant that it and its members, employees, contractors, permitted successors, permitted assigns, permitted administrators, and permitted legal representatives will not share accounts between two or more users. User accounts may be reassigned to accommodate District's users changes, such as employee turnover, upon notice to Nearpod during the Subscription Period.

ii. Any illegal activities undertaken in connection with the Nearpod Materials may be referred to the authorities.

b. Disclaimer of Warranties by Nearpod.

i. THE NEARPOD MATERIALS ARE PROVIDED "AS IS." NEARPOD AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEARPOD DOES NOT MAKE ANY WARRANTY THAT THE NEARPOD MATERIALS WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED, OR THAT THE NEARPOD MATERIALS OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

ii. YOU UNDERSTAND THAT YOU USE THE NEARPOD MATERIALS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES AND FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT. WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION AND MATERIALS FOUND OR OFFERED ON THE NEARPOD MATERIALS. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. NEARPOD DOES NOT GUARANTEE OR WARRANT THAT ANY

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CONTENT YOU MAY STORE OR ACCESS THROUGH THE NEARPOD SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, LOSS OR REMOVAL. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

iii. It is your responsibility to maintain appropriate alternate backup of your information and data.

7. Limitation of Liability.

a. IN NO EVENT, EVEN IF NEARPOD OR A NEARPOD-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WILL NEARPOD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING YOUR INTERACTIONS WITH OTHER USERS) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO NEARPOD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE NEARPOD'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8. Indemnification.

a. You agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims (each a "Claim"), arising out of or relating to your gross misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

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9. Intentionally Deleted.

10. General Terms.

a. *Changes to these Terms and Conditions.* Nearpod may make modifications, deletions and/or additions to these Terms and Conditions ("Changes") at any time but for purposes of this contract. The changes incorporated herein by reference apply. Changes will be effective: (i) thirty (30) days after Nearpod provides notice of the Changes, whether such notice is posted to Nearpod, is sent to the email address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of these Terms and Conditions incorporating the Changes, whichever comes first.

b. *Communications by Us.* Under these Terms and Conditions, you consent to receive communications from Nearpod electronically.

c. *Feedback.* You may, under certain circumstances, share feedback or ideas with us regarding the Nearpod Materials or Content at feedback@nearpod.com or some other means. If you choose to share your feedback with us, you understand that (i) we are not required to take any action based on your feedback, or (ii) if we do take action based on your feedback, (x) you will have no expectation of review, approval, payment, or consideration of any type for any such feedback or ideas and (y) Nearpod will be free to use and exploit the feedback or ideas in our sole and absolute discretion.

d. *Publicity*. We may advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the Nearpod Materials.

e. *Governing Law and Jurisdiction.* Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the state of Minnesota, U.S.A. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Hennepin County, Minnesota (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

f. *Waiver*. The failure of any party at any time to require performance of any provision of these Terms and Conditions shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms and Conditions shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions.

g. *Severability.* If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

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h. *Assignment.* These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nearpod without restriction.
i. *Entire Understanding & Amendments.* This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to these Terms and Conditions made by Nearpod as set forth above.
j. *Headings.* The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
k. *Drafting.* You agree that these Terms and Conditions will not be construed against us because we drafted them.
l. *Contact Information*:

1855 Griffin Rd., A290
Dania Beach, FL 33004

If you have any questions or comments about these Terms and Conditions or our Privacy Policy, you can contact us at: privacy@nearpod.com

For the previous versions of our terms and conditions,please click here.

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found here apply instead.

Posted Date: November 15, 2019.

Effective: December 15, 2019 (unless sooner accepted according to these Terms).

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MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Newsela, Inc. "Contractor" (collectively "parties") to provide Newsela Essentials for grades 6-12 to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $129,912.

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Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. . District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party doesnot dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

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are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI. The following additional terms and conditions shall be applicable to this Agreement to the extent they do not conflict with the terms set forth herein:
Newsela Terms of Use as attached hereto in Exhibit D
https://newsela.com/privacy-policy/

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will bedone prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn.Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

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6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report promptly to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced solely as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

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10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards,regulations, and rules promulgated pursuant to the Occupational Health and Safety Act thatare applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

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13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, to the extent arising of Contractor's negligent acts or omissions or in connection with Contractor's breachof warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused bythe intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

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18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ninety (90) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the

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delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

Mark Gallo
Phone: 414.335.0352
500 5th Avenue, Floor 28
New York, NY 10110
Email: mark.gallo@newsela.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party. Notwithstanding the foregoing or anything to the contrary in this Agreement, Company shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of Company, or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Company hereunder.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and

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representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature:_____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: DocuSigned by: Chris Mezzatesta B4D98E5C0C40438...

Name: Chris Mezzatesta
(Printed)

Title: Chief Customer Officer

Date: 6/9/2021

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Exhibit A:

Deliverables:

Newsela Essentials Grades 6-12
List of schools attached hereto as Exhibit C
Services provided: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the "Website"), the Newsela mobile application ("App") and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the "Services")

Service Outcome:

Access to Newsela Essentials

Method of Evaluation:

Leadership Evaluation

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

$129,912.00 for FY21-22. PO would be ordered from fiscal year'sbudget. Payment is due net 30 days from receipt of invoice.

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Exhibit C

School	Products/Services	License Dates
Andersen United	Newsela Essentials	07/01/21 - 06/30/22
Anthony Middle	Newsela Essentials	07/01/21 - 06/30/22
Anwatin Middle	Newsela Essentials	07/01/21 - 06/30/22
Barton Open	Newsela Essentials	07/01/21 - 06/30/22
Edison High	Newsela Essentials	07/01/21 - 06/30/22
FAIR School Downtown	Newsela Essentials	07/01/21 - 06/30/22
Field Community	Newsela Essentials	07/01/21 - 06/30/22
Folwell Performing Arts Magnet	Newsela Essentials	07/01/21 - 06/30/22
Franklin Middle	Newsela Essentials	07/01/21 - 06/30/22
Harrison Education Center	Newsela Essentials	07/01/21 - 06/30/22
Henry High	Newsela Essentials	07/01/21 - 06/30/22
Heritage Academy	Newsela Essentials	07/01/21 - 06/30/22
Hmong International Academy	Newsela Essentials	07/01/21 - 06/30/22
Justice Page Middle School	Newsela Essentials	07/01/21 - 06/30/22
Lake Harriet Community Upper	Newsela Essentials	07/01/21 - 06/30/22
Lake Nokomis Community Keewaydin Campus	Newsela Essentials	07/01/21 - 06/30/22
Marcy Open	Newsela Essentials	07/01/21 - 06/30/22
Metro St. Joseph	Newsela Essentials	07/01/21 - 06/30/22
MPS Metro C	Newsela Essentials	07/01/21 - 06/30/22
MPS Metro HA	Newsela Essentials	07/01/21 - 06/30/22
MPS Online	Newsela Essentials	07/01/21 - 06/30/22
North Community HS	Newsela Essentials	07/01/21 - 06/30/22
Northeast Middle	Newsela Essentials	07/01/21 - 06/30/22
Olson Middle	Newsela Essentials	07/01/21 - 06/30/22
River Bend Educational Center	Newsela Essentials	07/01/21 - 06/30/22
Roosevelt High	Newsela Essentials	07/01/21 - 06/30/22
Sanford Middle	Newsela Essentials	07/01/21 - 06/30/22
Seward Montessori	Newsela Essentials	07/01/21 - 06/30/22
South High	Newsela Essentials	07/01/21 - 06/30/22
Southwest High	Newsela Essentials	07/01/21 - 06/30/22
Stadium View	Newsela Essentials	07/01/21 - 06/30/22
Sullivan Community	Newsela Essentials	07/01/21 - 06/30/22
Washburn High	Newsela Essentials	07/01/21 - 06/30/22
Wellstone International High School	Newsela Essentials	07/01/21 - 06/30/22

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Exhibit D

Newsela Terms of Use

Newsela — Terms of Use for Minneapolis Public School District ONLY 2021-2022

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS") CAREFULLY. BY ACCESSING OR USING WWW.NEWSELA.COM (THE "WEBSITE"), THE NEWSELA MOBILE APPLICATION ("APP") OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSELA, INC. ("NEWSELA" "WE" OR "US") THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE "SERVICES") YOU ("YOU" OR "USER") REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, "Teachers") teaching a class ("Class") in which the Services are a part of the curriculum, the students enrolled in such classes ("Students") or by individuals working within an educational institution, such as a school or school district (collectively "Schools") who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the "Last Updated" date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-

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mail to the applicable accountholder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

2. Services.

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services ("Content") are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students' or School's) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Website, App or Services; (e) except as expressly stated herein, no part of the Website, App or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Website, App or Services, as designated by Newsela, on behalf of your Students who have existing Accounts; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

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3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services ("Account"). Accounts are categorized as "Student," "Learner," "Teacher" and "Administrator."

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School ("Registration Data"); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: "Teacher" Accounts and "Administrator" Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School's behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term "you" as used herein shall also refer to such School. Your School also be responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

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3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.
3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.
3.5. Accounts for Students and Learners.
3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.
3.5.2. Learner Accounts. "Learner" Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [https://www.newsela.com/signup]. By registering for a Learner Account, you represent and warrant that you are at least 13 years of age. If you are under age 13, you may not register for a Learner Account and can only use the Services if a Teacher, Parent or Administrator provides you with a Class Code or Student Account.

4. User Code of Conduct.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing" or "crashing" the Services.

5. User Content.

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 5 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available ("Make Available") any Content to Newsela, including on or through the Services, (such Content, your "User Content"), you grant to Newsela a nonexclusive license to view,

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download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitory, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

5.4. Security. Although Newsela takes security very seriously and works very hard on behalf of Student, Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, Newsela cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

6. Student Data.

6.1. General. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student’s educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela’s Privacy Policy available at https://www.newsela.com/pages/privacy-policy/. “De-identified Data” means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela’s privacy practices can be found in the Newsela privacy policy available at https://www.newsela.com/pages/privacy-policy/.

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6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information ("Student Records") to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students' parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student's parent or legal guardian.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or through the Services, you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) providing the Services and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School's Users.

6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as "Data Mining").

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student's parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

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6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.
6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student's parent or legal guardian, as applicable.

7. Payment.

Certain features of the Services require premium access ("Premium Features") and may require payment from Schools or Teachers. There is no charge for Student access to the Services, although certain features of the Services may require an additional charge.
7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.
7.2. Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

8. Proprietary Rights.

8.1. Services. Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.
8.2. Ownership of Content. Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data.

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When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.
8.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

9. Apple Device and Application Terms.

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:
9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;
9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
9.3. You will only use the Application in connection with an Apple device that you own or control;
9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
9.8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
9.9. Both you and Newsela acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
9.10. Both you and Newsela acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance

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of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

10. Third-Party Websites.

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

11. Indemnification.

12. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

13. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEWSELA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT NEWSELA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C)

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STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL NEWSELA PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS ($50); OR (II) THE AMOUNT ACTUALLY PAID BY YOU TO NEWSELA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM. NEWSELA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSELA AND YOU.

14. Procedure for Making Claims of Copyright Infringement.

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Newsela's Copyright Agent for notice of claims of copyright infringement is as follows: copyright@newsela.com.

15. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement ("Suspension"). Following Suspension, Newsela and your Teacher and/or School, as applicable, will work together in good faith to determine whether to reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, Newsela may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of Newsela's copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after Newsela makes reasonable efforts to provide you with notice of a previous violation. You agree that Newsela shall not be liable to you or any third party for any Suspension or termination of your Account made

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in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content and, if applicable, Student Data. Upon termination of any Service, your right to use such Services will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content and, if applicable, Student Data. Upon early termination of the Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a pro rata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

16. General Provisions.

16.1. Release. Except to the extent prohibited by applicable law, you hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services. You hereby waive California Civil Code Section 1542, or any similar law of another jurisdiction, which states in substance, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

16.2. Dispute Resolution.

16.3. Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Newsela’s prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Where Newsela requires that you provide an e-mail address, you are responsible for providing Newsela with your most current e-mail address. In the event that the last e-mail address you provided to Newsela is not valid, or for any reason is not capable of delivering to you any notices required permitted by the Terms, Newsela’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Newsela at the following address: 475 10th Avenue, 4th Floor New York, NY 10019. Such notice shall be deemed given when received by Newsela by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to

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be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Northstar Bus Lines, LLC, "Contractor" (collectively "parties") to provide Provide bus service for Minneapolis Public Schools 2021-2022 School year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $1,650,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Northstar Bus Lines, LLC

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Northstar Bus Lines, LLC

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and OGAP Math "Contractor" (collectively "parties") to provide OGAP Professional Development to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $147,200.00 for FY 21-22

Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Teaching & Learning
Attn: Aimee Fearing
1250 W Broadway
Minneapolis, MN 55411
Email: aimee.fearing@mpls.k12.mn.us

CONTRACTOR

OGAP Math
Phone: 802-881-2583
Address: 80 Tamarack Drive, Essex Junction, VT 05452
Email: beth@ogapmathllc.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: Robert Laird
(Printed)

Title: Partner: OGAPMath LLC

Date: _____

Exhibit A:

Deliverables:

District will receive initial trainings (August 16-19, 2021). District will receive follow-ups in fall of 2021. District will receive initial training (June 2022).

Service Outcome:

Completed OGAP Professional Development sessions.

Method of Evaluation:

MPS Teachers will complete OGAP Additive, OGAP Multiplicative, OGAP Fractions,OGAP Proportions, OGAP refresher for Additive, OGAP Refresher Multiplicative, OGAPRefresher Fractions

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

$147,200.00 is for FY21-22. PO for similar value would be ordered each year from respective fiscal year's budget till 2026 in reference to the proposal for yearly schedule.

[The remainder of this page intentionally left blank.]

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Paragon Development Systems (PDS) "Contractor" (collectively "parties") to provide Cisco SmartNET to Minneapolis Public Schools

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $236,725.03. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal

funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Tammy Altavilla
Phone: 952-212-5718
Address: 13400 Bishops Lane, Suite 190, Brookfield, Wisconsin 53005
Email: taltavilla@pdsit.net

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless

District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature: Todd Adams
A7413D559D8D17D061CC93C701FCC2A4 contractworks

Name: Todd Adams
(Printed)

Title: CFO

Date: 06/07/2021

Exhibit A:

Deliverables:

Cisco SmartNET for Network Infrastructure Support.

Service Outcome:

Cisco SmartNET for Network Infrastructure Support.

Method of Evaluation:

Successful completion evaluated by IT leadership.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

Contract Summary of Approval

Contract Group: **:** Finance

Contract Type: Services

VENDOR DETAILS

Vendor Name:	**Ricoh Business Solution**
Reason Vendor Selected:	**State, Cooperative or Joint Power Contract**
Vetted/State/Cooperatives End Date:	**7/30/2022**

CONTRACT INFORMATION

Contract Purpose:	Copy Center Services
Contract Description:	Ricoh at Document Center to service large volume copy needs for the District.
Amendment Description:	**Increase Contract amount to cover expenses to the end of the fiscal year.**
Deliverables/Outcomes:	**Ability to print large volume color documents in-house, reduces outside printing costs. All locations within District will have this same print capability. Reduces cost.**
Site(s) Affected:	**All Sites and Departments**
Effective Start Date:	**07/01/2020**
Effective End Date:	**06/30/2021**
Contract Manager:	**Nevonia Rainwater**

FUNDING INFORMATION

Shopping Cart No.:	**SC1000151698/ PO 2100055477**
Contract Value:	**$572,781.00**
Original Contract Amount:	$372,781.00
Accumulative Contract Value:	**$572,781.00**
Primary Fund Source:	**1702 1001 530500 110.000.000 190000007**

APPROVED BY

Kim Ellison	Board Chair		
LEVEL 1 APPROVER	TITLE	SIGNATURE	DATE
Ibrahima Diop	Senior Finance Officer		5/26/2021
LEVEL 2 APPROVER	TITLE	SIGNATURE	DATE

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Rift Valley Transportation Inc, "Contractor" (collectively "parties") to provide Provide on time and safe Bus service for MPS students throughout the district to various schools for 2021-2022 school year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $500,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Rift Valley Transportation Inc

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Rift Valley Transportation Inc

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Minneapolis Public School District

Created Date 4/21/2021

Expiration Date 6/30/2021

Quote Number 00032522

Contract Summary

Contract Start Date 7/1/2021

Contract End Date 6/30/2022

# of Students 19,000.00

Grand Total USD 100,320.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	19,000.00	USD 5.50	USD 104,500.00	7/1/2021
Volume Discount (10,000 - 19,999)	19,000.00	USD -1.10	USD -20,900.00	7/1/2021
Premium Support	1.00	USD 16,720.00	USD 16,720.00	7/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name:_____ Email: _____

Title:_____ Phone: _____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name:_____ Email: _____

Title:_____ Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name:_____ Email: _____

Title:_____ Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name:_____ Email: _____

Title:_____ Phone: _____

School Address

Address:_____ City:_____

State:_____ Zip / Post Code:_____

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: https://web.seesaw.me/terms-of-service

Name: _____ Title: _____

Email: _____ PO Number (if required):_____

Accepted By:_____

CONTRACT FOR SERVICES

($25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Septran, "Contractor" (collectively "parties") to provide Transportation for Special Ed Students for 2021-2022 school year. to D-Ops-Transportation.

1 *TERM OF CONTRACT*

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 08/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $4,000,000.00. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRATOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except

as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in

providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the

District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

19.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
D-Ops-Transportation
Attn: Lisa Beck
1250 W Broadway
Minneapolis, MN 55411
Email: lisa.beck@mpls.k12.mn.us
Fax:

Septran

Attn:_____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMEN**T**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment,

shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name Kim Ellison, Chair
(Printed)

Title:_____

Date: _____

Septran

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Description of Services and Service Delivery

EXHIBIT A: SCOPE OF WORK

I. SERVICE PROVIDER COMPLIANCE REQUIREMENTS

A. Successful Contractors must have all drivers travel over assigned routes on a dry run paid for at the contract rate and report to the principal **or designee** of each school on the route, on weekday(s) prior to the first day of school, which day(s) shall be at the District's option. **PAYMENT FOR THE ROUTE WILL BE DETERMINED BY THE SIGN-IN LOG OR GPS LOG AT EACH SCHOOL SERVED BY THE ROUTE.**

B. In the event that the School District closes school and disrupt normal scheduling due to any labor dispute with an employee organization and the Board, then the District reserves the right upon notice to the Contractor to cancel any service contemplated by this agreement. No payment shall be made to the Contractor for days or periods of time that schools are not in session.

C. In the event that the Contractor is unable to perform service for the District due to any labor dispute between the Contractor and its employees, or, if for any reason the Contractor is unable to perform the service, then the School District reserves the right to permanently reassign any or all routes to other Contractors, to itself, or both

D. The Contractor agrees to comply with all Minnesota Department of Education and Minnesota Department of Public Safety Rules as they exist at all times pertaining to and governing the design, color and operation of school buses operated by contract carriers.

E. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all accidents/incidents involving buses **(personal injury and/or property damage accidents)** operated for the District **AND PROVIDE A COMPLETED ACCIDENT REPORT WITHIN 24 HOURS.** Contractor must follow established procedures for reporting results of accident investigations. Failure to comply may/will result in loss of the route in question.

F. Contractor must immediately NOTIFY the Director of Transportation Services or designee of all complaints and allegations involving bus drivers and/or bus personnel **AND PROVIDE A COMPLETED INCIDENT REPORT WITHIN 24 HOURS.** Failure to comply may/will result in loss of the route in question.

G. Shall actively participate in using District specified software applications that are used to manage transportation operations and automated stop notification system. Specifically these are the District Transportation web site and Synovia's Fleet Tracking, Time and Attendance and "Here Comes the Bus" systems.

Use of these systems include, but not limited to:

- Maintaining an accurate assignment of school session route bus assignments in Synovia Fleet Tracking
- Ensuring that vehicle substitutions or pivot assignments are made before service is provided by either the Driver using the MDT (Mobile Data Terminal) on the bus or using the Synovia Fleet Tracking system

H. All vehicles planned for service shall be equipped with a District supplied communications radio, GPS device and driver Mobile Data Terminal (MDT/tablet)

I. The communications radio, GPS device and driver MDT for all equipped vehicles shall be maintained in working order by the Contractor

J. Service shall only be provided using vehicles that have a District supplied communications radio, GPS device and driver MDT in working order

K. Provide notice to the District of new drivers prior to the driver providing service. The District will then assign and provide a driver identification number to be used with the MDT.

L. Contract driver MDT responsibilities, but not limited to:

- Identify themselves as the operator of a vehicle prior to providing service by logging in to the MDT using a District assigned driver identification number (DIN)
- Specify the service they are going to provide by selecting either the default route assigned to the vehicle or select the route or any portion of a route they are assigned to perform. If a Driver is assigned various runs/trips, prior to performing each trip the driver shall initiate service on the MDT for each trip
- On completion of driver's assigned service, the driver shall log out of the MDT
- Report MDT operational issues to service provider dispatch or maintenance for remediation
- ***No driver shall provide service unless they have a District Assigned driver identification number***

M. Contractor shall provide a vehicle inventory of all vehicles planned to be used to provide service. This includes the vehicle number, vehicle type (i.e., Type A, Type C, Type D or Type III), manufacturer, model year, model, VIN, color, passenger capacity (i.e., regular and wheel chair), license plate number, fuel type and installed District radio serial number (if applicable)

N. Contractor shall notify the District of any vehicles that are equipped with District supplied communications radio, GPS device or MDT that are permanently removed from service

O. Contractor shall return any District supplied equipment for vehicles that are decommissioned and removed from their fleet

P. Contractor will notify the District of any communication radio, GPS device or MDT that is not operating properly

Q. Notification to the District must be provided when Contractor is performing service using a vehicle that is **NOT** equipped with a District supplied radio, GPS device and MDT If the District chooses to not allow service to be provided from the Contractor using the planned vehicle, the District will facilitate a substitution with another Contractor or provide a Board Cover of the service.

R. The contractor agrees to present mid-year performance review demonstrating compliance in all stated expectations of contract, which include, but are not limited to, the following performance areas:

1. Performance
    a. On-time arrival
    b. Customer satisfaction
    c. Customer complaint resolution
    d. Problem solving

2. Contract service requirements
    a. Billing timeliness and accuracy
    b. Accident/Incident reporting
    c. Employee training
    d. Staffing

II. VEHICLES – BUSES AND TYPE IIIs

1. DEFINITIONS (Types of Vehicles)

1. Type C & D School Buses – are buses of more than 10,000 pounds Gross Vehicle Weight Rating (GVWR) having a capacity of more than nineteen (19) pupil passengers. These include the conventional (school bus body attached to a truck chassis), forward control and pusher-type vehicles. All are constructed and equipped to meet the State of Minnesota minimum standards for school buses.

    a. Successful Contractor must be able to provide Type C or D buses designed for carrying not less than 65 passengers, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

2. Type A or B School Buses – are buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, designed for carrying more than ten (10) persons, shall be painted National School Bus Yellow; identified as a school bus, equipped with eightlamp warning system and stop signal arm, and shall operate as a Type A bus.

    a. Successful Contractor must be able to provide Type A or B buses designed for

carrying not less than eighteen (18) persons, except as noted, where written quotations are requested on a school bus equipped to transport students with disabilities and special needs.

3. Type III Vehicles – Type III Vehicles are restricted to vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less. "Type III Vehicles" must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

B. BUSES AND TYPE III VEHICLE REQUIREMENTS

1. The District requires that contract operators provide school buses that have current school bus certification stickers as required by Minnesota law, and conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to school buses. During the life of the contract, the following age limitations shall apply:

TYPE "D" TRANSIT TYPE BUSES 15 model years
TYPE "C" CONVENTIONAL BUSES 15 model years
TYPE "A" AND "B" BUSES 12 model years
TYPE III VEHICLES 12 model years

At least fifty (50%) percent of the bus equipment, not including replacement and stand-by buses, operating in the District shall not be older than the average of ten (10) years at the start of each contract year.

2. School buses shall comply with all federal and state laws and regulations at all times under this contract.

3. Successful contract Contractor shall maintain one standby vehicle for each ten (10) vehicles specified as being available. If less than ten (10) vehicles are specified as available, one standby unit shall be maintained.

4. Successful contract Contractor shall have enough vehicles available to cover for breakdowns, service, and accident repairs.

5. **The District shall determine required bus and Type III capacity based on route requirements.**

6. If Contractor proposed to furnish new equipment, such new equipment will be provided for service on or before commencing performance and that arrangement for the payment of said new equipment has been made to the seller's satisfaction.

7. If the Contractor proposed to furnish used equipment, Contractor shall provide proof of ownership upon request. All vehicles must be maintained in safe operating condition, and Contractor shall provide that exterior and interior cleanliness be

maintained. Sufficient heat as determined by the District shall be maintained in all vehicles at the time pupils are being transported.
8. Contractor shall provide the District with a complete list and description of buses Designated as available for all categories of service by **August 1st, 2018** and every **August 1** thereafter.

9. All buses must display the following interior signs:
   a. School Bus Rules and Regulations (provided by Minneapolis Public Schools).
   b. "No Smoking Signs" (front and rear of bus).
   c. Safety signs provided by the District.
   d. "Cross ten feet in front of the bus" sign.
   e. Two (2) inch high numerals identifying each row of seat above the right and left side windows from front to rear of each bus. Example: 1-11 on a 65-passenger bus, 1-4 on a Type A school bus.
   f. Cell phone usage sign (provided by Minneapolis Public Schools).

10. All Type "C" and "D" school buses must be equipped with bumper mounted crossing arms. Buses equipped with wheelchair lifts that are scheduled exclusively for curb pickups, are exempt from requiring a crossing arm.

11. Mobile Data Terminal (tablet) operating instruction placard in a conspicuous location for operator reference (placard to be supplied Minneapolis Public Schools)

C. OTHER EQUIPMENT REQUIREMENT

Securement Systems (for wheelchair) mobile seating device occupant shall comply with the **2015 (NSTSP)** National Standards for School Buses and Operators and State of Minnesota rules on minimum standards promulgated in Minnesota Rules 7470.1600. The Contractor shall provide approved car seats, supports and/or protective devices for those students who will require such devices to insure their safe transportation, as provided in Minnesota Rules 7470.1600, subparts 6 and 7:

> "Subp. 6. **Special equipment.** Specially adapted seats, support, or protective devices must be provided for all pupils who require the devices to ensure their safe transportation. These devices must be selected by the school district in consultation with the pupil's parents and on the basis of the specific needs of the individual pupil with a disability.
>
> Subp. 7. **Wheelchair securement.** A school bus used to transport pupils in wheelchairs must be equipped with fastening devices that will hold the wheelchairs securely in a fixed position.

When required, the successful Contractor shall provide approved car seat(s) and/or booster seat(s) according to the needs of the awarded route(s). This equipment shall be kept in satisfactory conditions at all times and replaced at the expense of the Contractor. When the contract bus(s) is/are without the required child seat(s) at any time when school is in session, the District will provide the seat and a $15 per day rental fee (per car seat and/or booster seat) will be billed to the contract bus company until such time that the Contractor can provide its own. The total rental costs will be deducted from the balance of the valid claim for compensation. If the

rented car seat and/or booster seat is returned damaged or in a non-usable condition, the Contractor will be charged for half or full value of the seat based on its age and time of rental.

D. CONDITION OF BUSES AND TYPE III VANS

1. Buses shall be maintained in good operating order and all equipment shall function properly as required by state law. Buses shall be painted the color required by law in the State of Minnesota. The interior, exterior, and windows of a bus shall be kept clean. Each bus shall be swept daily, and the floor and rear windows shall be cleaned daily. Contractor shall indicate the facilities available for cleaning buses.

2. Buses used must be equipped with signs, located in the second right side window, indicating the school name and route number for the convenience of students, parents, and administrators.

E. INSPECTION OF BUSES AND TYPE III VANS

Contractor shall have all buses inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District's Director of Transportation Services with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each bus. Such forms shall be furnished immediately upon the completion of inspection by the Minnesota State Patrol. In addition to the State Patrol inspection, a special inspection of a school bus may be conducted by District personnel. Corrective action shall be taken by the school bus owner as set forth in the inspection report.

III. DRIVERS

A. DRIVER HIRING

1. Contractor shall furnish the Director of Transportation Services with a list of drivers, current addresses and telephone numbers, and drivers' licenses. The list shall include all drivers assigned to regular school transportation routes and special education transportation routes and shall be provided to the Director not later than one week prior to the first day of the school year.

2. The Contractor must obtain a copy of the applicant's driving record prior to hiring.

3. Driving records must be checked at least **two (2) times** during a school year; **September 15 and January 15** and, **copies of the records shall be available to the District on demand.** The cost for record checks shall be the Contractor's responsibility.

4. The Contractor shall contact the District(s) or carrier(s) who previously employed the driver who is applying for a job or is already licensed as a school bus driver.

5. The District or independent operator may request a driver license examination of any of their drivers. This exam will be conducted by the State.

6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* **RECORDS SHALL BE AVAILABLE FOR INSPECTION BY THE DISTRICT.**

B. DRIVER OPERATING REQUIREMENTS

Drivers must:

1. Know the exact location of the school assigned and the best route to the agency or institution to be served. Each driver shall carry a current route schedule and route map. Each driver shall be required to wear a photo ID card approved by the District at all times while assigned to a District route.

2. Capability to operate a Mobile Data Terminal (tablet) which includes logging in, selecting route or trip services that they will be providing, checking special education students on/off the bus and logging off.

3. Become familiar with those instructional materials **in the Driver's Handbook** for student management supplied by the District Department of Transportation Services.

4. Become familiar with the route and adhere to the time schedule (drivers shall have in their possession and use an accurate time piece) established by the Department of Transportation Services and make stops designated by the Department only. **No UNSCHEDULED** stops are allowed.

5. Be responsible for maintaining proper order among all passengers being transported. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.

6. Ensure that only those authorized by the Department of Transportation Services be permitted to ride the bus.

7. Cooperate with the Department of Transportation Services in conducting periodic school bus evacuation drills as set forth by state law.

8. Remain on their assigned school buses or at the entrance door of their assigned bus during all loading and unloading operations.

9. Work cooperatively with aides and school bus safety assistants when assigned to specific special education transportation routes.

10. Have read and carry a Minneapolis School Bus Drivers' Manual and School Locator Guide (provided by the District).

C. DRIVER TRAINING

1. Each school bus driver assigned to a District route shall be evaluated and certified by the Professional Driver's Academy. Each participant must demonstrate competency and proficiency in those areas as specified by the Academy. Drivers who are deficient in one or more areas will be required to complete coursework, as provided by the Academy, before receiving a certificate of completion through the Academy and Dakota Technical College. The Academy also reserves the right to require a driver attend refinement training for just cause. Any driver's failure to attend or successfully complete any portion thereof may result in suspension or revocation of that driver's privileges to serve the School District. The cost of tuition, evaluations and subsequent coursework performed by the Academy shall be at the expense of the Contractor. The Contractor shall provide vehicles for such purposes. Evaluations and coursework shall include, but are not limited to:

- Defensive driving
- Pre-trip inspection
- Geography skills
- Special education
- Emergency preparedness
- Customer relations
- Behavior management
- Loading and unloading procedures
- Communications radio operations
- Mobile Data Terminal (tablet) operations

(Charges will be accessed at the rate of $125.00 for each driver certification and $60.00 for each hour of required training, or as such charges change. No notice of charge increase or decrease shall be required or provided.)

2. Each school bus driver assigned to a District route shall be required to view the Smith System video – FIVE KEYS TO SAFETY. The Minnesota School Bus Driver Safe Driving Curriculum, 2001, published by the Department of Public Safety will be used in providing the required classroom training. Copies may be obtained from the District Department of Transportation Services.

3. Pre-service training shall include a minimum of sixteen (16) hours of classroom and Ten (10) hours behind-the-wheel training.

4. Each Contractor shall provide a copy of all school bus driver training programs for District approval and certify in writing that each driver operating in District has successfully completed the prescribed program. District approved material must be Included in the Contractor school bus driver orientation in-service training.

5. District in-service meetings will be conducted in August-September, November and March-April of each school year. Contractor driver and supervisory personnel Attendance shall be mandatory.

6. School bus driver instructors and District Department of Transportation Services management personnel will be allowed to participate in the monthly safety meetings conducted by Contractors.

7. Contractors shall include their school bus driver trainers to attend the Minnesota School Bus Driver Trainer seminar during the first year of the contract.

IV. OTHER PERSONNEL

A. TRAINING

One or more Contractor personnel shall attend District provided training for:

- Use of the District Transportation web site software application
- Use of the Synovia software application
- GPS device and MDT operation
- GPS device and MDT repair
- District notification processes such as employee hires and terminations, vehicle
- retirement, new vehicles planned for District services, etc.

Training will be offered prior to the start of the contract, annually prior to the fall school session startup and as needed for new Contract personnel

V. SCHEDULES

A. Buses must be at starting points on time. This is imperative for the correct functioning of programs. Schedules supplied by the District Department of Transportation Services must be followed. Any unauthorized deviation will result in billing adjustments (including liquidated damages).

B. Each bus used for school transportation shall be equipped with a current route schedule and run directions in paper format, electronic tablet format, or both. The District Director of Transportation Services and/or her/his designee may stop a driver to inspect for compliance with Transportation guidelines. Failure to comply will result in billing adjustments (including liquidated damages).

C. Schedules issued by the District Department of Transportation Services shall not be altered and added to other routes except with the concurrence of the Director of Transportation or the Director's designee. Failure to comply will result in billing adjustments (including liquidated damages).

D. PROCEDURE

1. At the start of each day, all driver information will be forwarded to District Dispatch through Department of Transportation Services website. It will be assumed that drivers who are scheduled to work are on the radio and in route to their first stop unless the District hears otherwise from the Contractor via phone or District Transportation website with last minute changes.

2. At the start of each day, Contractor must ensure that scheduled equipment for the day has functioning GPS, tablet, and radio equipment.
3. Throughout each day, each Contractor driver must log in to and out of GPS system tablet installed in his or her assigned vehicle multiple times per day and at points in time specified by the District (specifically, before and after each shift has been completed, unless otherwise specified by the District). Additionally and also on a daily basis, each Contractor driver must interact with the GPS system tablet installed in his or her assigned vehicle in the following capacities: route navigation, selecting his or her assigned route, and selecting his or her assigned employee type as specified by the District.

4. There should be minimal radio contact with the District dispatch unless an inquiry has to be made regarding bus location, estimated time of arrival, or time checks.

5. In the event of bus breakdown, the Contractor's bus driver will first notify District dispatch of breakdown, location, name of school, run number and if students are on board. Then the Contractor's bus driver will next contact their respective Contractor station to apprise their personnel. The Contractor will either have their driver relay to District dispatch who will be responding or the Contractor will notify District directly.

6. The Contractor's safety staff will respond to its own accidents or student behavior issues unless District safety intervention is requested by the Contractor.

7. If a Contractor driver fails to answer the radio when called, notation will be made into the computer regarding same and the Contractor will be notified. Failure to respond after several attempts may result in a change in personnel for route coverage particularly if the route is running late.

8. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.

9. Contractor shall be required to make their vehicle fleet available within 10 business days of request to the District's system installers for installation of GPS and/or Radio equipment as scheduled by the District-specified installations service provider. Additionally, Contractor shall provide and assign a temporary substitute vehicle that contains functioning GPS and/or Radio equipment during this time period.

10. Contractor shall be responsible for the troubleshooting and remediation of malfunctioning GPS and Radio equipment to resolution (i.e., equipment is fixed, or RMA is initiated) within two business days of the date in which the issue was discovered and reported to Contractor. Additionally, and within the same two-day period, Contractor shall be responsible for reporting unfixable GPS and Radio equipment to the District, for facilitating and expediting GPS and Radio equipment related communications between Contractor and the District, and for coordinating and

collaborating with the District to resolve each GPS and Radio equipment-related incident and issue.

11. Contractor shall be responsible for GPS and Radio equipment swaps from any current or retiring Contractor vehicle servicing District routes to any newly acquired Contractor vehicle intended for District route service.

VI. SERVICE PROVIDER PERSONNEL

A. Contractor shall provide information about staffing and organization as requested by the District.

B. Contractor shall provide adequate training and supervision of drivers consistent with District policies and practices. Must maintain a State Certified School Bus License examiner or provide provisions for testing at authorized driver testing centers. Contractor shall provide a list of supervisory personnel who are responsible for field supervision of Contractor's drivers assigned in the District.

C. Maintenance Personnel. Contractor shall provide an adequate capability for maintenance of the size of the bus fleet and maintenance program, including capacity for GPS system and Radio equipment maintenance

D. Accident Review Panel. Contractor must participate in a District managed Accident Review Panel and provide the secretary of the Accident Review Panel a copy of all motor vehicle accidents in accordance with the by-laws of the Accident Review Panel.

E. On an annual basis as a part of the Annual Service Plan (Section I.A. above), the Contractor shall provide to the Director of Transportation Services current emergency and after hours contact telephone numbers (office, pages, cellular telephone, and if necessary, home phone) of key personnel (including managers) who would have pertinent information about bus drivers, routing information, scheduling assignments, etc. This information is to be updated with changes, deletions and/or additions throughout the contract.

VII. DIRECT DISTRICT SUPERVISION

A. The District Department of Transportation Services will employ on a forty-five (45) week basis two (2) communications specialists and (2) managers will be assigned who will work closely with the Director of Transportation Services (or designee) to communicate with school buses and provide adequate daily communication with drivers from all Contractors.

B. The District shall provide the extra personnel from 6:00 a.m. until the workload is at a level where personnel can be reduced.

C. On a daily basis prior to the start of the first route, the Contractor shall provide (to the District) via District's system of choice, the names, identification numbers, and bus numbers of those personnel assigned to a Minneapolis route.

D. Any personnel and/or bus changes will be provided by the Contractor to the District PRIOR TO the route being serviced/the change taking effect so the dispatch staff is up-to-date on route/personnel assignments. Failure to comply may/will result in loss of the route in question, billing adjustments (including liquidated damages), or both.

E. The District will not be responsible for maintenance of Contractor vehicles. All information

regarding same will be forwarded directly to the Contractor.

F. No Contractor shall cover or be requested to cover a route of another Contractor without District approval.

G. Contractor will be assessed a rate based upon the number of routes awarded annually divided into the total salaries for two forty-five week communication specialists and two managers plus **36**% benefits. Salary increases will be added according to the applicable collective bargaining agreement annually.

VIII. FACILITIES

A. Contractor's facilities should Large enough to secure vehicles when not in service and be located near enough to provide service to any part of the District within thirty (30) minutes; to provide replacement buses in the event of breakdown with less than **thirty (30) minutes** delay; and to have dispatched a separate bus to keep succeeding trips on time. When a spare bus is dispatched, the driver shall assume responsibility for transferring students to the spare bus and continuing the route.

B. Facilities required:

1. Office with staff available so messages will be received and answered WITHIN 10 MINUTES during any time period when Contractor's buses and vehicles are in use.

2. Bus maintenance facilities must be adequate to carry on an adequate scheduled maintenance program for the size of the bus and Type III fleet, so that repairs can be made immediately, keeping the required spare buses available at all times.

3. Bus maintenance facilities must be of adequate in size to provide secure off-street parking for all vehicles operating bus route serving Minneapolis Public Schools

4. Suitable driver training facilities and equipment shall be provided.

IX. TECHNOLOGY

A. Contractor must provide a direct ring line between each terminal and the District Department of Transportation Services.

B. Contractors shall access District software applications to receive daily route changes, route copy and GPS information. District software systems will be made available on both the Internet and within the District network via a VPN connection from the Contractor facilities. Access to software applications requires a personal computer or tablet using a web browser (e.g. Chrome, Firefox, and Internet Explorer and Edge web browsers) and a Portable Document Format (PDF) reader (e.g. Adobe Reader). Web browser performance can vary depending on which one is used.

C. Contractor will be required to lease from the District a GPS (Global Positioning System) equipment specified by the District that would be installed in each vehicle that would be

providing service to the District

D. All participating Contractors will be assessed a rate based upon the number of GPS and communications radio units required which are equal to the number of routes awarded plus required spares. (Units will be leased at the rate of $50 per month for each of the route buses and spare buses awarded to the Contractor, the rate will be adjusted yearly based on the current cell service and licensing costs.)

E. Communications radios, GPS devices and MDT equipment shall be installed or uninstalled by a qualified service provider specified by the District at the rate of **<insert current rate here>** per each route bus AND standby bus specified in Section VII. B; the cost of the installation shall be the responsibility of the Contractor.

F. The cost of the cellular service will be included in the lease rate.

G. The Contractor shall have communications radio equipment specified by the District in each vehicle that is servicing District routes or is planned to service District routes in the future. The Contractor shall ensure that the District has been informed of all vehicles' Radio ID numbers PRIOR to those vehicles being used to provide transportation services to the District.

1. Two-way Radio Equipment

   a. Successful Contractors are required to equip 100% of the buses and Type III vans with operable two-way radios that have the approval of the District**.** CB type radios are not permitted.

   b. The District requires the Contractor use the District's radio system. **All radios are the property of Minneapolis Public Schools.** This radio system shall be programmed by the District, and the repeater system is the responsibility of the District. Any mobile radio maintenance and repairs shall be the responsibility of the Contractor. Upon termination of the contract, and radios are returned to the District, the power cords, mounting brackets and screws, and antennas shall be returned as a unit. The coax cables are exempt. All radio repairs shall be performed by a service provider specified by the District.

X. Digital Video Surveillance

Rules of operation;

A. Minneapolis Public Schools and the companies under contract for transportation services must have digital video and audio equipment in school buses for the purpose of monitoring behavior.

B. The district and contractors will purchase and install a video surveillance system for all buses operating under the transportation contract. The system must be compatible with district defined standards to ensure consistency of operation. The digital video surveillance system will be used to support the drivers report and to enforce the consequences of the district student behavior management plan.

C. The digital recording will be viewed only by the MPS Transportation Director or designee,

the principal of the school building or designee, bus company safety director, bus driver (at review of incident), school liaison officer or other appropriate law enforcement agencies. Any digital recording that reveals unlawful actions may be brought to the attention of law enforcement agencies. Whenever a parent or guardian disputes or challenges a report of recorded misbehavior, it will be the responsibility of the school principal to review the recording. The recording will then be used to assist in determining whether or not the incident actually occurred and if so, the severity of the incident. Neither the student nor the parent/guardian of the student that has been recorded will be allowed to view the recording, in accordance with data privacy laws and district policy., unless the student is the only subject on the recording or the building principal has obtained written permission from the parents/guardians of all other students on the recording in question. Upon written request, the school district will provide a written summary of the recorded incident(s) to a student pictured on a recording or to the students' parents/guardians.

D. Each bus company will be responsible for the security of the digital video equipment and the handling and storage of the recordings, based on the following requirements.

a. All recording are to be treated as confidential student information. All requests for review must be referred to the Director of Transportation Services or designee. Copies of recording may not be provided without review by District Counsel.

b. Separate recording must be maintained and time stamped to identify AM and PM trips. All recordings must be retained for a period of one week and specific dates requested by the Director of Transportation Services or designee for longer periods of time to be determined.

c. No recording may be shown to anyone not directly related proceedings without the permission of the Director of Transportation Services or designee.

d. No recording may be released to any media organization without consent from the Director of Communications or District Counsel.

Video Equipment

The digital camera systems must at a minimum:

a. Be constructed of durable industrial grade materials

b. Record both video and audio

c. Record a minimum of 12 hours of video

d. Be equipped with at least three (3) cameras inside the school bus mounted in the front, back and over the door covering the drivers are of the bus.

e. Be capable of recording from multiple cameras without reducing the quality or time of recording.

f. Be activated by the schoolbus ignition switch (not driver operated).

g. Be designed for school bus operation.

h. Be certified for operation in extreme cold conditions.

i. Record in a format that is convertible or exportable to standard media, including DVD or flash drive.

j. Record in a format that is compatible with, or easily convertible to, standard viewing formats including QuickTime, windows media player or AVI.

Video must be converted to DVD or a viewable format before recording is sent to transportation

department.
A camcorder mounted inside the bus or in a box does not meet the requirements of this contract section and will not be considered to be a digital camera system for contract compliance and issues of non-performance.

Service Outcome

Successful on time delivery of MPS students to and from their schools and home.

Method of Evaluation

Monthly meetings for evaluations, penalties apply if applicable. Vendor will also be held accountable by the language agreed upon in the Exhibit of section of the contract.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

The payment terms are as follows:

If there are no exhibits:

This Exhibit and page have been intentionally left blank.

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Unique Software "Contractor" (collectively "parties") to provide student device and computer repair services to Minneapolis Public Schools.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2022, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $184,907.00. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal

funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: IT Services
Attn: Justin Hennes
1250 W Broadway
Minneapolis, MN 55411
Email: justin.hennes@mpls.k12.mn.us

CONTRACTOR

Deb Walz, CFO
Phone: 651-454-0622
Address: 3140 Neil Armstrong Blvd Suite 127 Eagan, MN 55121
Email: dwalz@unique-software.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME

Signature:

Name: Deb Walz
(Printed)



Title: Chief Financial Officer

Date: 06/07/21

Exhibit A:

Deliverables:

Successful repair of broken devices at MPS

Service Outcome:

Successful repair of broken devices at MPS.

Method of Evaluation:

Successful completion will be determined and evaluated by IT leadership and technical staff.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

N/A

[The remainder of this page intentionally left blank.]

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and VSI Construction Inc. "Contractor" (collectively "parties") to provide moving services to support CDD moves.

TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until October 1, 2021, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $150,000. Contractor shall

not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable **Exhibit B**. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 ***Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 ***Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations

are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C.Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

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8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this

Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract

and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the

performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Operations Division
Attn: Karen DeVet
1250 W Broadway
Minneapolis, MN 55411
Email: karen.devet@mpls.k12.mn.us

CONTRACTOR

VSI Construction, Inc.
Phone: 763-493-3000
Address: 8780 Valley Forge Lane N, Maple Grove, MN 55369
Email: keichten@vsi360.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: MPS Board of Education, Chair

Date: _____

CONTRACTOR NAME VSI CONSTRUCTION INC
VSI FACILITY SOLUTIONS

Signature: Len D. Sutherland

Name: Click or tap here to enter text.
(Printed) LEN D. SUTHERLAND

Title: Click or tap here to enter text. CEO

Date: 6.4.21

Exhibit A:

Deliverables:

Provide on call moving services and supplies to support various moves for CDD changes at MPS

Service Outcome:

Provide on time moving and supplies to complete CDD moves for the 21/22 school year

Method of Evaluation:

Timeliness of moves, flexibility and professionalism

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Payment terms and rates shall be per State contract M-552(5). Rate schedule is attached.

[The remainder of this page intentionally left blank.]

MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 above

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Waste Management of Minnesota INC "Contractor" (collectively "parties") to provide District Waste Management to Plant Operations.

TERM OF CONTRACT

1.1 This Contract is effective on 07/01/2021 or the date of the last signature of the parties, whichever is later, and shall remain in effect until 06/30/2024, or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. If no action to terminate is taken before the above date, the contract will continue for one additional year till 06/30/2024. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as **Exhibit A** ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 ***Total Obligation***

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses shall not exceed $725,790.00 each year till the contract term. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 ***Frequency of Invoicing and Terms of Payment***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

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8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above $1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than $1,500,000 each claim and $1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILTY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contactor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the

delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1

Division: Plant Operations
Attn: Douglas Hill
1250 W Broadway
Minneapolis, MN 55411
Email: Douglas.Hill@mpls.k12.mn.us

CONTRACTOR

Waste Management – Scott Gaupp
Phone: 763-228-3627
Address: 10050 Naples Street NE, Blaine, MN 55449
Email: sgaupp@wm.com

ACKNOWLEDGMENT

21.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

21.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

22 NON-WAIVER

22.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

23 ASSIGNMENT

23.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

24 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

24.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

25 WARRANTY

25.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all

defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

26 SEVERABILITY

26.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

27 SURVIVABILITY

27.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature: _____

Name: Kim Ellison

(Printed)

Title: Board Chair

Date: _____

CONTRACTOR NAME WASTE MANAGEMENT OF WI INC.

Signature: 

Name:
(Printed) PAUL COPELAND

Title: AREA SALES DIRECTOR

Date: JUNE 11 2021

Exhibit A:

Deliverables:

Resource management (i.e. trash, recycling and composting.)

Service Outcome:

To obtain expert management services to prevent, reduce, reuse, recycle compost and process or dispose of all waste generated at District facilities.

Method of Evaluation:

Monthly monitoring through Plant Operations

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

PO to be ordered for similar amount each year from respective year's budget till the contract term.

[The remainder of this page intentionally left blank.]

For Internal Use Only Depts must provide:	
ESAF #	1696
Chart/Field Account No.	1026-11250-20109
Customer ID #	5005211

For Internal Use Only OES must provide:	
OES Contract #	OES00000015204
Analyst	AS

UNIVERSITY OF MINNESOTA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Special School District No. 1, Minneapolis Public Schools (the "Company"). This Agreement is entered into by University through its Minnesota Center for Reading Research (MCRR).

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

Five, one-day professional development trainings (August 13, 16, 17, 18 and 24) on PRESS data-driven decision and tier 1 and 2 reading interventions for K-5 teachers in 21 Title I schools. Seven, 2-3 hour virtual meetings scheduled with K-2 specialists at 21 Title I schools focused on PRESS implementation support, leadership, and coaching to be scheduled Sept 2021-May 2022. Up to 194 hours of consulting support from MCRR staff for 1) site visits to support implementation, 2) one-on-one virtual support for K-2 specialists, 3) needs assessment, planning, and reporting with district leaders. Purchase of PRESS intervention manual and website subscriptions for up to 500 K-5 staff.

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University no more than one hundred and thirteen thousand and 00/100 Dollars ($113,000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check one of the following):

☐ % upon the signing of this Agreement, with the balance payable monthly after prepayment is applied; or
☒ monthly, based on any work completed in that month.

2.2 Invoices shall be payable net 30 days from date of invoice and sent to:

Minneapolis Public Schools
Attn: Accounts Payable
1250 West Broadway
Minneapolis, MN 55411

Phone No.: 612.668.0386
Email: ap@mpls.k12.mn.us

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. Term. The term of this Agreement shall commence on **July 1, 2021** ("Effective Date") and shall expire on **June 30, 2022** unless terminated earlier as provided in Section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY'S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. Use of University Name or Logo. Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than $1,000,000 each claim/$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than $1,000,000 each occurrence/$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7. Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University:	Attn: Shona Burke 159 Pillsbury Drive SE 175 Peik Hall Minneapolis, MN 55455 Phone No.: 612-626-6979 E-mail Address: sfburke@umn.edu
With a copy to:	University of Minnesota Office of the General Counsel Attn: Transactional Law Services Group 360 McNamara Alumni Center 200 Oak Street SE Minneapolis, MN 55455-2006 E-Mail: contracts@mail.ogc.umn.edu
With a copy to:	University of Minnesota Office of External Sales 295 West Bank Office Building 11300 South Second Street Minneapolis, MN 55454 E-Mail: extsales@umn.edu
If to Company:	Minneapolis Public Schools, Teaching & Learning Attn: Aimee Fearing 1250 W. Broadway Minneapolis, MN 55411 Phone No.: E-mail Address: aimee.fearing@mpls.k12.mn.us

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach; Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota	**Minneapolis Public Schools**
By: Lori Helman	By:
Name: Lori Helman	Name: Kim Ellison
Title: Director, Minnesota Center for Reading Research	Title: Board Chair
Date: June 9, 2021	Date:

PRESS® Path to Reading Excellence in School Sites

Original Date: January 20, 2021; Revised March 30, 2021; Revised May 3, 2021
Draft Proposal for Minneapolis Public Schools
Elementary (K-5)

Year 0: Spring 2021 Needs assessments, planning, and initial training	• Identify schools already implementing PRESS and conduct needs assessments for continued support • Identify schools for first wave of PRESS training and implementation with principal buy-in • Identify instructional coaches/support staff as site-based PRESS leaders • Plan Fall 2021 roll-out with district leaders • June 2021: Initial PRESS comprehensive training for site-based coaches and participating principals	**PROJECTED COSTS** $250 per hour; max 60 hours Needs assessment and reporting $6,000 Two-day initial PRESS training for coaches and principals $100 PRESS materials per coach; 40 coaches
	TOTAL COST	**$25,000**
Year 1: 2021-2022 Initial training and support for 24 Title I schools (selected by district)	Goal: All 24 Title I schools receive PRESS training and materials. All K-2 specialists at Title I schools participate in online cohort with PRESS staff to continue implementation support. • August 2021: Initial 1 day PRESS professional development for all K-5 teachers, interventionists, and site-based coaches covering 24 Title I schools K-2 Specialists at 24 Title I Sites: • Sept 2021-May 2021: Participate in seven 2-3 hour online cohort sessions focused on implementation • PRESS staff conduct observations in select classrooms, attendance at grade-level team meetings and/or coaching at each site (up to 3 hours per site) End-of-year analysis • May 2022: PRESS conducts needs assessments for Title I schools trained in Year 1 with reporting to	$3,000 per 1 day PRESS professional development session for K-5 teachers, interventionists, K-2 specialists (max 5; $15,000) Seven online cohort sessions Sept-Dec 2021 focused on implementation $25,000 $250 per hour; max 72 hours Site visits for Title I schools (3 hours per school) $18,000 $250 per hour; max 62 hours

	district.	Optional, one-on-one virtual support by request of K-2 specialists with PRESS staff $15,500 $250 per hour; max 60 Needs assessment, reporting, and planning with MPS leaders $15,000 $49 each PRESS materials per teacher at Title I sites (max 500; $24,500)
	TOTAL COST	**$113,000**

Need additional information from district in order to develop plans for Year 2 (SY22-23) and Year 3 (SY23-24).

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

Adopting the School District General Records Retention Schedule

WHEREAS, All government entities in Minnesota must adopt a records retention schedule; and

WHEREAS, MPS Policy 3500 further requires the maintenance of a current records retention schedule to be reviewed every five years; and

WHEREAS, the Minnesota Department of Administration produces a School District General Records Retention Schedule.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1, hereby adopts the MN School District General Records Retention Schedule (2021-0034A) and authorizes submission to the appropriate state agency.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

_____ _____

Josh Pauly
Board of Education Clerk

Date

2021-0034

SCHOOL DISTRICT GENERAL RECORDS RETENTION SCHEDULE

STATE OF MINNESOTA
Department of Administration

Information Policy Analysis Division
January, 2000

Adopted for use in Special School District Number 1 (Minneapolis Public Schools)
June, 2021

2021-0034A

State of Minnesota
School District General Records Retention Schedule
Table of Contents

Administration ..... ADM

Building ..... BLD

Community Education ..... CED

Curriculum ..... CUR

Food Services ..... FDS

Finance ..... FIN

Health & Safety ..... HSF

Payroll ..... PAY

Personnel ..... PER

Special Education ..... SPC

Students ..... STD

Transportation ..... TRN

School District General Records Retention Schedule

Section: Administration

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
ADM00100	Affidavit of Publication	Public Hearings, Budget Publication, Debt Offerings	1 Year following completion of audit	No	Public
ADM00200	Election Records	Ballots, Notices, Notifications, Publications	1 Year after Canvas or Challenge	No	Public
ADM00300	Annual Reports to Board of Education	Reports Generated by District (PER, Accountability Reports, formal Annual Report in Accordance With MN Statute 120B.11	Retain permanently; has historical value, MS 120B.11	Yes	Public
ADM00310	Annual/Periodic Reports to Local Board of Education	Final/Actual Reports Generated by State	6 Years	No	Public
ADM00400	Authority to Dispose of Records (If Applicable)	Application for Authority to Dispose of Records form	6 Years	No	Public/Private MS 13.43 MS 13.32 MS 13.39
ADM00500	Boundary Changes - District	Consolidation, Detachment, Annexation, and Dissolution	Retain permanently; has historical value	Yes	Public
ADM00600	Calendar - Adopted and Actual	Number of Days and Length of Day by School and Grade Level, Reflecting Updated Activities During the Year.	3 Years MS 127A.41, Subd. 5	No	Public
ADM00700	Census, Annual School	1979 and Earlier	Retain permanently; has historical value	Yes	Private MS 13.32
ADM00710	Census, Annual School	1980 - Current	3 Years	No	Private MS 13.32

School District General Records Retention Schedule

Section: Administration

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
ADM00720	Census, Certified Reports	Conducted Once Per Decade	Permanent	No	Public
ADM00800	Closed Rural Schools	Includes: Clerk's, Treasurer's, and Teacher's Records of Closed Rural Schools Which Were Consolidated into the Independent District.	Transfer to the State Archives for Selection and Disposition	Yes	Public
ADM00900	Correspondence/ Administrative	Superintendent, Principal, Assistant Principal and Other Administrators Unless Otherwise Specifically Addressed Elsewhere in Records Retention Schedule	3 Years	No	Public/Private MS 13.32 MS 13.43
ADM01000	Court Case/Trial information	Litigation Correspondence	10 Years	No	Public/Private MS 13.32 MS 13.43 MS 13.90
ADM01010	Court orders		1 Year after Action is Completed	No	Public/Private MS 13.32 MS 13.43
ADM01100	Grant Applications	Successful	3 Years -- For Federal Funds three (3) years after completion of the activity for which the funds were used. 20 U.S.C. Section 1232f(a)	No	Public
ADM01110	Grant Applications	Unsuccessful	1 Year	No	Public

School District General Records Retention Schedule

Section: Administration

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
ADM01200	Inservice Workshops	Attendance Records, Agenda and Materials (Employee Right to Know, Blood Borne Pathogens, Etc.)	3 Years	No	Public
ADM01300	Inter District Cooperatives	Includes Vocational, Special Ed and Special Purpose Cooperatives formed by Joint Powers Agreements. Records Should Be Retained and Disposed of in Accordance With the Retention Periods for the Specific Series of Records Listed in Schedule	Retain permanently; has historical value	Yes	Public
ADM01400	Minutes	Board Minutes	Retain permanently; has historical value	Yes	Public
ADM01410	Minutes	Officially Designated Committees	Retain permanently; has historical value	Yes	Public
ADM01420	Minutes	Other Than Referred to in ADM01300, ADM 01400, and ADM 01410	1 Year	Yes	Public
ADM01430	Minutes - Tape Recordings	Board Minutes Only	Until Transcribed and Approved	No	Public
ADM01440	Board Policies		3 Years after Change	No	Public
ADM01500	Negotiations - See Personnel				
ADM01600	Newsletters and Publications	District Generated	Retain permanently; has historical value	Yes	Public
ADM01610	Newsletters and Publications	Student Generated School Newspapers	Retain permanently; has historical value	Yes	Public

School District General Records Retention Schedule

Section: Administration

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
ADM01700	Parent Teacher Association Records	Secretary's Books, Treasurer's Books, and Scrapbooks.	Retain permanently; has historical value	Yes	Public
ADM01800	Media Center/Librarian Reports		3 Years	No	Public
ADM01900	Video Tapes	Building Security/Transportation Tapes	Until Relooped	No	Private/Public MS 13.32 MS 13.43
ADM02000	E-Mail		Same as Correspondence	No	Private/Public MS 13.32 MS 13.43

School District General Records Retention Schedule

Section: Building

Item	Title	Examples and Descriptions	Retention Period	Archival	Data Practices Classification/ Statute
BLD00100	Accident/Damage Records	School Property-Related	10 Years	No	Public
BLD00200	Building Maintenance Records		Until Obsolete	No	Public
BLD00300	Building Permits	Applications (initial/interim), Inspection Reports, Plans, Etc.	10 Years	No	Public
BLD00400	Building Program Records	Current and Projected Needs. Review and Comment	10 Years	No	Public
BLD00500	Buildings and Grounds Records	Blueprints, Construction Specifications, Abstracts, Deeds, Title Papers, Final inspection Reports, Land and Building Occupancy Approval	Permanent	No	Public
BLD00600	Fixed Asset Records	Equipment, Fixtures, and Materials, inventory and Depreciation	Life of Item	No	Public

School District General Records Retention Schedule

Section: Building

Item	Title	Examples and Descriptions	Retention Period	Archival	Data Practices Classification/ Statute
BLD00100	Accident/Damage Records	School Property-Related	10 Years	No	Public
BLD00200	Building Maintenance Records		Until Obsolete	No	Public
BLD00300	Building Permits	Applications (initial/interim), Inspection Reports, Plans, Etc.	10 Years	No	Public
BLD00400	Building Program Records	Current and Projected Needs. Review and Comment	10 Years	No	Public
BLD00500	Buildings and Grounds Records	Blueprints, Construction Specifications, Abstracts, Deeds, Title Papers, Final inspection Reports, Land and Building Occupancy Approval	Permanent	No	Public
BLD00600	Fixed Asset Records	Equipment, Fixtures, and Materials, inventory and Depreciation	Life of Item	No	Public

School District General Records Retention Schedule

Section: Community Education

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
CED00100	Annual Reports	See Finance			
CED00200	Applications by individuals for Adult Education		1 Year	No	Private MS 13.32
CED00300	Certificate of Compliance	Verifies Cooperation Between District and Other Governmental Agencies. Joint Powers Agreements	Permanent, MS 471.59	No	Public
CED00400	Class Schedule - Master		1 Year	No	Public
CED00500	Financial Records	See Finance			
CED00600	Grants	See Administration			
CED00700	Minnesota DCF&L Reports	Early Childhood Family Education, Home School, Adult Basic Education, English As A Second Language, General Education Development, Other State Programs	6 Years	No	Public/Private MS 13.32
CED00800	Minutes	See Administration			

School District General Records Retention Schedule

Section: Curriculum

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
CUR00100	Class Lists-Elementary and Secondary		1 Year	No	Private MS 13.32
CUR00200	Class Schedules		1 Year	No	Public
CUR00300	Curriculum Development	Support Data, Recommendations, Programs and Procedures	6 Years	No	Public
CUR00400	Daily Plan Books - Teacher's		1 Year	No	Public
CUR00500	Duty Rosters - Teacher's		1 Year	No	Public
CUR00600	Grade Books - Teacher's		1 Year	No	Private MS 13.32
CUR00700	Textbooks	Adoptions	6 Years	No	Public
CUR00710	Textbooks	Inventories	6 Years or Until Obsolete	No	Public

School District General Records Retention Schedule

Section: Food Services

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FDS00100	General Correspondence	See Administration	3 Years and DCF&L Audit	No	Public
FDS00200	DCF&L/Federal USDA Reporting	Commodities, Milk Program	3 Years and DCF&L Audit, 7 C.F.R & 210.8	No	Public
FDS00300	Application /Agreement With State Agency	Free/Reduced Price Meal Policy Statement	3 Years and DCF&L Audit, 7 C.F.R & 210.3	No	Public
FDS00400	Free/Reduced Price Meal Applications	All Approved and Denied Applications, DHS Free School Meal Notices, Notice of Denial to Parents, Rosters of Eligible Students, Verification Records	3 Years and DCF&L Audit, 7 C.F.R. & 245.6	No	Private MS 13.32
FDS00600	Service Agreements/Catering Contracts	Head Start, Meals On Wheels, Etc.	3 Years and DCF&L Audit, 7 C.F.R & 210.3	No	Public
FDS00700	Food Production information	Daily Food Production Record, Menus	3 Years and DCF&L Audit, 7 C.F.R. & 210.13	No	Public

School District General Records Retention Schedule

Section: Food Services

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FDS00800	Daily Meal Count Report With Edit Checks		3 Years and DCF&L Audit, 7 C.F.R. & 210.7	No	Private/Public MS 13.32
FDS00900	Monthly Payment Vouchers		3 Years and DCF&L Audit, 7 C.F.R. & 210.13	No	Private/Public MS 13.32
FDS01000	On Site Review Record		3 Years and DCF&L Audit, 7 C.F.R. & 210.8	No	Private/Public MS 13.32
FDS01100	Financial Records	Breakfast, Lunch, Ala Carte, Etc. (Supporting Documentation May include invoices, Purchase orders, Etc.) Student, Adult Federal and State Income and All Other Sources	3 Years and DCF&L Audit, 7 C.F.R. & 210.20 and 210.5	No	Private/Public MS 13.32
FDS01200	Inventory	Audit Trail for USDA Commodity Usage, Year End Physical Inventory	3 Years and DCF&L Audit	No	Public
FDS01410	Inventory (Food and Supplies)	Quotes (Unsuccessful and Successful)	1 Year and DCF&L Audit	No	Public
FDS01410	Inventory (Food and Supplies)	Bid (Unsuccessful and Successful) Request Summaries	6 Years and DCF&L Audit	No	Public
FDS01420	Inventory (Food and Supplies)	Requisitions (for Moving Supplies or Equipment Within District)	3 Years and DCF&L Audit	No	Public

School District General Records Retention Schedule

Section: Food Services

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FDS01500	Cashier's Reports	Daily, Weekly, and Monthly	6 Years and DCF&L Audit, 7 C.F.R. 210.8 and 210.20	No	Public
FDS01600	Operating Reports	Breakfast, Lunch, and A'La Carte Participation Reports	3 Years and DCF&L Audit	No	Public
FDS01610	Operating Reports	Revenue and Expenditure Reports	6 Years and DCF&L Audit	No	Public

School District General Records Retention Schedule

Section: Finance

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FIN00100	Abstracts/Deeds/Title Papers/Mortgages	See Buildings			
FIN00200	Accounts Payable	Credit Memos, Freight Bills/Claims, Bills of Lading, Purchase orders, Acknowledgments/Orders/Shipping Notices, Invoices and Purchasing Contracts, Claims/Vouchers (Merchandise Purchased, Services Rendered, Travel Expenses), 1099	6 Years	No	Public/Private MS 13.43
FIN00210	W-9 form		6 Years after Final 1099 Issued	No	Public/Private MS 13.43
FIN00300	Year-End Financial Reports	Revenue and Expenditure Summary Transaction Reports	Retain Permanently	No	Public
FIN00305	Year-End Financial Reports	Revenue and Expenditure Detailed Transaction Reports	Retain Permanently	No	Public
FIN00310	Year-End Financial Reports	UFARS Revenue and Expenditure Report to State	Retain Permanently	No	Public
FIN00315	Year-End Financial Reports	Special Funded Projects Report	Retain Permanently	No	Public
FIN00320	Year-End Financial Reports	Note: includes Clerks and Treasurer's Reports (Register of Receipts/Disbursements, Treasurer's Annual Report, Treasurer's Books of Records. (1932 and Earlier)	Retain permanently; has historical value	Yes	Public

School District General Records Retention Schedule

Section: Finance

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FIN00325	Year-End Financial Reports	Note: includes Clerks and Treasurer's Reports (Register of Receipts/Disbursements, Treasurer's Annual Report, Treasurer's Books of Records. (Post 1932)	Retain Permanently	No	Public
FIN00330	Year-End Financial Reports	Accounts Receivable, Numbered Receipts, Accounts Receivable Invoices, Remittance Advice	6 Years	No	Public
FIN00335	Year-End Financial Reports	General Ledger, General Journals, Journal Entries, Disbursements Journal, Check Register Adopted and Revised Budget, Budget Publications, Balance Sheet, Receipts Journal	Retain Permanently	No	Public
FIN00400	Audit Reports		Retain permanently; has historical value	Yes	Public
FIN00500	Bank Statements/ Reconciliation's	Checks, Cancelled, Returned or Voided. (Must Be original Check - Not Microfiche)	6 Years	No	Public/Private MS 13.43
FIN00510	Bank Statements/ Reconciliation's	Statement of Pledged Securities	6 Years after Expiration	No	Public
FIN00600	Bonds and Coupons	Bond Ledgers/Registers	Until Debt Is Retired and Audit	No	Public
FIN00700	Bond Issues - Official Statements	Enabling Documentation	Permanent	No	Public
FIN00800	Building and Land Contracts	See Buildings			

School District General Records Retention Schedule

Section: Finance

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
FIN00900	County Auditor Statements	Tax Settlement Report and Taxes Receivable Report	6 Years	No	Public
FIN01100	Insurance Documents	Fidelity/Surety Bonds	6 Years after Expiration	No	Public
FIN01110	Insurance Documents	Insurance Bids, Health, Dental, Life etc. (Accepted and Rejected)	6 Years	No	Public
FIN01120	Insurance Policies	Health, Property, Liability, etc., Policies, Amendments and Waivers	20 Years	No	Public
FIN01200	Inventory	Year End Inventory List, Warehouse Listing, Library Holdings	3 Years	No	Public
FIN01300	Leases/Agreements		3 Years after Expiration	No	Public
FIN01400	Levies		6 Years	No	Public
FIN01500	Property Appraisals		Until Superseded	No	Public
FIN01600	Sealed Bids	Successful and Unsuccessful	6 Years after Award	No	Public
FIN01700	Quotes	Successful and Unsuccessful, MS 471.345	1 Year after Receipt	No	Public
FIN01800	Student Activity Accounts	Cash Receipts, Vouchers, Cancelled Checks, Ledgers, and Journals	6 Years	No	Public
FIN01900	Transportation - Annual Report		6 Years	No	Public
FIN02000	Transportation Contracts	With Independent Contractors	6 Years	No	Public

School District General Records Retention Schedule

Section: Heath & Safety

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
HSF00100	Infectious Disease and Occupational Exposure Files*	Files On Each Employee Dealing With Safety and Training On Diseases Such As Hepatitis and Aids. Retain in Employee's Medical File.	3 Yrs. after Separation	No	Public/Private MS 13.43
HSF00200	OSHA - Citations of Penalty	Notifications of Violations by the District	Until Violation Has Been Corrected	No	Public/Private MS 13.43
HSF00300	OSHA - Employee Accident Reports	OSHA Report Numbers 200 and 101	5 Yrs. after Accident	No	Public/Private MS 13.43
HSF00400	OSHA - Employee Exposure Records	Any information Concerning Employee Exposure to Toxic Substances or Harmful Physical Agents.	30 Yrs. after Termination or Retirement	No	Public/Private MS 13.43
HSF00500	Safety Committee Agendas and Minutes		3 Years	No	Public
HSF00600	Training Records - Right to Know		3 Yrs. after Separation	No	Public

School District General Records Retention Schedule

Section: Payroll

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
PAY00100	Cafeteria Plan Records		6 Years	No	Public/Private MS 13.43
PAY00300	Check Requests for Manual Checks	Lost or Missing Check Replacement, etc.	2 Years	No	Public/Private MS 13.43
PAY00400	Dues Deduction Authorization	Union Dues	3 Years	No	Public/Private MS 13.43
PAY00500	Garnishments	Wage Garnishment, Notice of Bankruptcy, Wage Levy and Related Documents	3 Years after Expiration	No	Private MS 13.43
PAY00700	Payroll Register	Name; Address; Date of Birth; Occupation; Rate of Pay; Compensation Earned Each Week	Permanent, 29 C.F.R. & 1627.3(a)	No	Public/Private MS 13.43
PAY00800	Pera Eligibility Sheets and Reports		6 Years	No	Public/Private MS 13.43
PAY00900	Prior Years' Quarterly FICA		6 Years	No	Public/Private MS 13.43
PAY01000	Quarterly Report of Local Government	Employees and Wages (Weeks or Hours Worked)	3 Years	No	Public/Private MS 13.43
PAY01100	Salary Deduction Sheets		6 Years	No	Public/Private MS 13.43
PAY01200	Voluntary Withholdings	Requests for Withholding (United Way, Savings Bonds, etc)	2 Years after Expiration or Until Superceded	No	Public/Private MS 13.43

School District General Records Retention Schedule

Section: Payroll

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
PAY01300	Stop Payment Orders and Bonds		6 Years	No	Private MS 13.43
PAY01400	Tax Reports	Federal, Minnesota and Other States	6 Years	No	Public/Private MS 13.43
PAY01500	Tax Sheltered Annuity - Contracts		Permanent, 29 C.F.R. & 1627.3(b)(2)	No	Private MS 13.43
PAY01600	Tax Sheltered Annuity - Authorization	457 and 403(B) Plans	Permanent	No	Private MS 13.43
PAY01700	Time Sheets		6 Years	No	Public/Private MS 13.43
PAY01800	TRA / PERA - Retirement Remittance Report	Monthly and Annual Reports	6 Years, MS 354.52	No	Public/Private MS 13.43
PAY02000	W-2 Statements (Employer's Copy)		6 Years	No	Public/Private MS 13.43
PAY02100	W-4 Statements		Until Superceded or 6 Years after Termination	No	Public/Private MS 13.43

School District General Records Retention Schedule

Section: Personnel

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
PER00100	Employee Medical Records*	Any information Concerning the Health Status of An Employee Which Is Made or Maintained by A Physician, Nurse, or Other Health Care Personnel, or Technician.	30 Yrs. after Termination or Retirement	No	Private MS 13.42 MS 13.43
PER00110	Employee Medical Records*	Includes Medical and Employment Questionnaires or Histories, Medical Exams, Medical Opinions, Descriptions of Treatments and Prescriptions, and Employee Medical Complaints.	30 Yrs. after Termination or Retirement	No	Private MS 13.42 MS 13.43
PER00120	Request for Leave	Requests for Leave (Vacation , Sick, Personal, etc.)	6 Yrs. after Termination	No	Public/Private MS 13.43
PER00200	Leave of Absence Reports	Formal Reports to PERA, TRA, etc., Regarding Unpaid, Board-Approved Leaves	6 Years	No	Public/Private MS 13.43
PER00210	Discrimination Claim Records	Sexual Harassment and Discrimination	Until Final Disposition of the Charge or Action	No	Public/Private/ Confidential MS 13.43 MS 13.39
PER00220	First Report of Injury*	If Maintained With Worker's Compensation File, Retain for 20 Years.	Permanent, MS 176.151	No	Private MS 13.43 MS 176.231

School District General Records Retention Schedule

Section: Personnel

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
PER00300	Applications for Employment/Resume/ Interview Documents	Licensed and Classified - Not Hired. Any and all employment records, including but not limited to, application forms, resumes, cover letters, interview notes, interview questions and answers, job inquiries, rejection letters and other documents regarding	2 Years or until final disposition of a discrimination charge, 29 C.F.R. 1602.14(a), 29 C.F.R. 1602.40, 29 C.F.R. 1627.3(b)(1), Minn. Rules 5000.2250	No	Public/Private MS 13.43
PER00310	Applications for Employment/Resume/ and Supporting Documentation	Licensed and Classified - Hired (in personnel file). Any and all employment records, including but not limited to, application forms, resumes, cover letters, interview notes, interview questions and answers, job inquiries, rejection letters and other doc	6 Years or until final disposition of a discrimination charge, 29 C.F.R. 1602.14(a), 29 C.F.R. 1602.40, 29 C.F.R. 1627.3(b)(1), Minn. Rules 5000.2250	No	Public/Private MS 13.43
PER00400	Arbitration Decisions		Permanent	No	Public/Private MS 13.43
PER00500	Contracts and Assignments		6 Yrs. after Termination	No	Public
PER00700	Equal Employment Opportunity Reports/Summary Data (EEOC/MNCRIS)		3 Years, 29 C.F.R. 1602.39	No	Public

School District General Records Retention Schedule

Section: Personnel

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
PER00900	Grievance Files	Employee Grievances and/or Complaints Filed Under A Labor Agreement or Personnel Rules. This Also Related to Arbitration Files and Related Court Cases.	Permanent	No	Public/Private MS 13.43
PER01000	Insurance: Group Master Policies, Contracts and Agreements	See Finance			
PER01100	Insurance: Reports	Insurance Census, Premium Reports, Etc.	6 Years	No	Public/Private MS 13.43
PER01200	STARS Report	Annual STARS Report to State	1 Year Until Superceded	No	Public
PER01300	Insurance Records: Enrollment Cards		Until Superseded	No	Public/Private MS 13.43
PER01400	Insurance Records: Employees On Leave of Absence	Employees on Leave of Absence, Family Medical Leave Act, Long-term Disability, Retired Teachers, Surviving Spouse, Terminated Employees	2 Years after Insurance Coverage Terminates	No	Public/Private MS 13.43
PER01800	Labor Contracts	Contracts Between School District Management and Various Bargaining Units including: Correspondence, Salary Schedules, Personnel Policies.	Permanent	Yes	Public
PER02000	Long Term Disability Claims/Awards		10 Years after Final Settlement of Claims	No	Public/Private MS 13.43

School District General Records Retention Schedule

Section: Personnel

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
PER02100	Job Descriptions		Until Superseded	No	Public
PER02200	Mediation Records		Permanent	No	Public
PER02300	Negotiations Records	Costing Records, Negotiations Strategy Session Tapes	2 Years after Completion of all BMS Certified Negotiations. MS 471.705(1a)	No	Public/Private MS 471.705
PER02400	Pay Equity: Classification Studies and Working Papers		Until Superseded	No	Public
PER02500	Pay Equity: Summary		Permanent	No	Public
PER02700	Personnel Files - Individual	Containing Citations, Personal History, Employee References, and Letters of Appointment/Promotion, Performance Records, Termination/Resignation, I-9 form, Evaluations, All Personnel and Employment Records, including, but not limited to, Documents Relating	6 Yrs. after Termination	No	Public/Private MS 13.43
PER02720	Personnel: Deficiency Reports	Letters of Advice, Reprimands, Letters of Deficiency, Letter of Direction and Correction, Notices of Suspensions.	6 Years after Termination or by Mutual Agreement To Expunge	No	Public/Private MS 13.43
PER02730	License and Certifications	Notice of Voluntary Surrender of Teaching License	Until Superceded	No	Public

School District General Records Retention Schedule

Section: Personnel

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
PER02740	Employee's Response Letter to Any Document in Personnel File		Same As Document To Which They Are Responding MS122A.40, Subd. 19	No	Private MS 13.43
PER02750	Seniority Lists		Full period the system is in effect and at least one (1) year after termination, 29 C.F.R. 1627.3(b)(2)	No	Public
PER02800	Recruitment Records	Relating to Posting, Recruitment, Selection, and Appointment to Each Position, Advertising	2 Years	No	Public/Private MS 13.43
PER03000	Unemployment Claims/Compensation	Claims for Unemployment	2 Years after Claim Resolution	No	Public/Private MS 13.43
PER03100	Worker's Compensation - Claims	Injury Reports and Correspondence Dealing With injuries.	20 Years	No	Private MS 13.43 MS 176.231
PER03200	Worker's Compensation	Claims Summary, Summary information From Carrier	6 Years after Termination	No	Public/Private MS 13.43 MS 176.231

School District General Records Retention Schedule

Section: Special Education

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification / Statute
SPC00100	Special Education Records		The permanent record of the student's name, address, phone number, grades, attendance, and grade level completed may be maintained without time limitation 34 C.F.R. 300.573(b)	No	Private MS 13.32

School District General Records Retention Schedule

Section: Students

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
STD00200	Accident Reports - Student		Permanent	No	Private MS 13.32
STD00300	Achievement and Standardized Tests Results	Testing As Determined by District	Permanent	No	Private MS 13.32
STD00400	Emergency Care Information		Until Superceded or 3 Years after Graduation/Leave District	No	Private MS 13.32
STD00500	Attendance and Membership Data	Summary of Yearly Attendance by Student As Recorded in Cumulative File	Permanent	No	Private MS 13.32
STD00510	Attendance and Membership Data	MARRS Data - Detailed	3 Years	No	Private MS 13.32
STD00600	Health and Immunization information		At least five (5) years after the student attains the age of majority (18), so until the age of (23) MS 123.70, Subd. 7	No	Private MS 13.32
STD00610	School Nurse Notes	Anecdotal Records	6 Years after Graduation/Leave District	No	Private MS 13.32

School District General Records Retention Schedule

Section: Students

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
STD00610	Health Room Log	Daily Record of Student Reporting to Health Room (Excluding Anecdotal Records)	6 Years after Graduation/Leave District	No	Private MS 13.32
STD00700	Cumulative File	Including Record of Access, Log In/Out Record for Review or Transfer of Student Records	Permanent	No	Private MS 13.32
STD00800	Demographic Information	District Census	Permanent	No	Public/Private MS 13.32
STD00810	Demographic Information	Student Directory information	1 Year	No	Public
STD00820	Demographic Information	Student Family information, including Dissolution or Custody Orders, etc.	Until Leave District or Superceded by Subsequent order, whichever sooner	No	Public/Private MS 13.32
STD00900	LEP Reports	Home Language Reports (LEP)	3 Years	No	Public/Private MS 13.32
STD01000	Extra and Co-curricular Participation Records	Team Results, Participation, Contracts, (If included in Cumulative File - Permanent Retention)	1 Year	No	Private MS 13.32
STD01100	Homeschool Records		Permanent	No	Private MS 13.32
STD01200	Preschool Screening		Permanent	No	Private MS 13.32

School District General Records Retention Schedule

Section: Students

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
STD01300	Nonresident Pupil Attendance Applications/Agreements		3 Years after Graduation	No	Private MS 13.32
STD01410	School Performance Data	Yearly Report Cards	1 Year after Transfer of Permanent Cumulative File	No	Private MS 13.32
STD01420	School Performance Data	Transcripts	Permanent	No	Private MS 13.32
STD01500	Auxiliary Organization Records	Clubs, interest Groups, Student Councils, Athletic Associations	Retain permanently; has historical value	Yes	Public
STD01510	Auxiliary Organization Records	Graduation Programs	Retain permanently; has historical value	Yes	Public
STD01520	Auxiliary Organization Records	Activity Funds - Treasurer's Records, Bylaws, Membership Records, Meeting Minutes	Retain permanently; has historical value	Yes	Public
STD01530	Driver Education Files		1 Year	No	Public

School District General Records Retention Schedule

Section: Transportation

Item	Title	Example and Description	Retention Period	Archival	Data Practices Classification/ Statute
TRN00100	Claims for Transportation Aid		3 Years	No	Public
TRN00200	Contractor Correspondence/Reporting		3 Years after Completing Contract	No	Public
TRN00300	Contracts With Independent Contractors		3 Years after Completing Contract	No	Public
TRN00400	Equipment Inventories	See Buildings			
TRN00500	Equipment Maintenance Records		Life of Equipment	No	Public
TRN00600	Minnesota DCF & L Reports	Annual Reports and Student Ridership Categories	3 Years	No	Public
TRN00700	Pupils Transported for Aid Entitlement	Lists Containing Names of Students	3 Years, MS+D19 127A.41	No	Private MS 13.32
TRN00800	Transportation Mileage Records		3 Years	No	Public
TRN00900	Transportation Reimbursements		6 Years	No	Public

2021-0034A

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

Resolution to Close the Tuttle School Building

WHEREAS: the Tuttle School Building at 1042 18th Ave SE, Minneapolis, MN 55414 has been the location of Heritage STEM Academy; and

WHEREAS: Heritage STEM Academy will be relocated to a more suitable facility for secondary education beginning with the 2021-2022 School Year; and

WHEREAS: the departure of Heritage STEM Academy will result in the Tuttle School Building no longer housing educational programming; and

WHEREAS: pursuant to MN Statute 123B.51 Subd. 5., a public hearing was duly noticed and conducted to allow parties to provide testimony for and against the proposal to close the Tuttle School Building.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of Special School District No. 1, hereby closes the Tuttle School Building, located at 1042 18th Ave SE, Minneapolis, MN 55414, as a schoolhouse.

Signed by:

_____ _____

Kim Ellison — Date
Board of Education Chair

_____ _____

Josh Pauly — Date
Board of Education Clerk

2021-0036

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

RESOLUTION TO APPROVE THE DISTRICT'S 2021-2022 BUDGET

WHEREAS, the District's budget is as follows:

	REVENUE	EXPENSES
General Operating Fund	$518,494,679	$520,081,147
General Fund Grants	$126,427,520	$126,427,520
General Fund Special Revenue	$9,000,000	$9,000,000
Food Service Fund	$22,344,000	$22,344,000
Food Service Fund Grants	$38,148	$38,148
Community Service Fund	$26,560,928	$28,628,664
Community Service Fund Grants	$6,306,484	$6,306,484
Capital Projects Fund	$84,235,000	$125,625,000
Debt Service Fund	$96,960,244	$96,960,244
Total	$890,367,003	$935,411,207

AND WHEREAS, there is a planned use of Q Comp designated fund balance of $672,036, a planned use of Extended Learning designated fund balance of $914,432 in the General Operating Fund, a planned use of Community Service Fund designated fund balance of $2,067,736, and a planned use of Capital Projects Fund designated fund balance of $41,390,000.

NOW, THEREFORE BE IT HEREBY RESOLVED, the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure budget for the fiscal year 2021-2022.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chair

_____ _____
Josh Pauly Date
Board of Education Clerk

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

1250 West Broadway Avenue
Minneapolis, Minnesota 55411-2533

June 15, 2021

To: Board Directors

From: Ed Graff, Superintendent

Re: SY2021-22 Budget Priorities Alignment Memo

Board Directors:

The proposed School Year 2021-2022 budget maintains a commitment to our core priorities, invests to help our students and community recover from the pandemic, ushers in bold structural change through the first year of CDD implementation, and demonstrates continued fiscal responsibility.

As with recent budgets, the Board began the development process by establishing a set of priorities and values upon which our Finance Staff, District Leadership, and School Communities have built this budget. The following pages represent several key investment highlights within next year's budget, aligned to these priorities. This is not an exhaustive list of every expenditure, but rather a statement of how our shared priorities will be actualized in the budget.

These items are not inclusive of the more recent American Rescue Plan (ARP) legislation, also known as ESSER III. The process to form recommendations for the ARP funds is currently underway and any such expenditures for next year will come to you in the form of a budget amendment after the fiscal year has started.

Measures needed to ensure the continued health and safety of students and staff

- Added a licensed school nurse to assist with district and school level COVID responses. ($110,164)
- Additional plant operations resources for cleaning and disinfecting. ($425,000)
- Continued air quality mitigations. ($775,000)
- Expansion of MPS Online school to provide an option for K-12 students. ($2,900,000)

Multi-Tiered Systems of Support (MTSS), Equity, Literacy, and Social Emotional Learning (SEL)

- K-2 Literacy Specialists at all K-5 and K-8 schools (*Literacy*) ($1,900,646)
- Differentiation Specialists at all K-5 and K-8 schools (*MTSS*) ($3,000,000)
- Professional Development on Early Literacy Core Secondary Literacy Core Instructional Practices, Tier 2 and Tier 3 Intervention, acceleration and extension (*Literacy, MTSS*) ($118,000)
- PRESS and Reading Apprenticeship--literacy practices and intervention (*Literacy*) ($282,000)
- Addition of school counselors in partnership with the Office of Higher Education (*MTSS*) ($110,166)
- Addition of a school counselor to the Homeless and Highly Mobile (HHM) Student Services team to assist with a pathway to graduation. (*MTSS*) ($110,164)
- Continued investment in special education reading investments across grade bands. (*Literacy*) ($727,000)
- Investment in Think Kids which is a collaborative problem-solving process between adults and students to address challenging behaviors. (*SEL*) ($50,000)
- Additional investment in parent and youth participatory evaluation. (*Equity*) ($200,000)

Direct student supports, including mental health services needed to address trauma experienced by our students

- Continued investments in mental health supports--partnerships at every school, Mental Health Support Specialist positions, cultural consultancy partnerships both internal and external. ($2,208,968)
- Additional Social Worker, Psychologist, Nurse, and Counselor positions. ($1,500,000)
- Expanded HHM Student programming over summer to help with access to summer programming, setting up fall transportation, and access to services. ($50,000)
- Added additional time for the District 504 Coordinator to support families and students with coordination of 504 plans. ($5,930)

Implementation of the structural and programmatic elements adopted in the Comprehensive District Design (CDD)

- Centrally funding all advanced academic programs at high schools. ($2,264,357)
- Additional resources to support magnet schools for integrated learning opportunities. ($4,471,648)
- Increased work-based learning at future CTE centralized sites at North and Roosevelt. ($200,064)
- Capital Plan funds planned facility work to support the CDD. ($19,954,230)

Advancement of the School Climate Framework

- Resources to support the development of the climate framework to improve student retention, family and staff experiences, and student learning. ($300,000)

Academic plan and equitable education design implementation

- Increase of STEM staffing, professional development, and resources/materials for Heritage STEM Academy. ($400,000)
- Increase Advanced Academic support through staffing and extended time for North High. ($507,359)
- Increased/added World Language to all middle schools, Longfellow, Stadium View, and Harrison. ($60,018)
- Increased Dual Language staffing at Roosevelt. ($100,032)
- Additional American Indian staffing and PD for South High. ($200,032)
- Additions of the Queens program as part of the BLACK classes by the Office of Black Student Achievement (OBSA). ($65,722)
- Addition of Dakota language as part of World Language. ($174,532)

Curriculum transformation including the new Ethnic Studies course requirement and math curriculum adoption

- District wide Ethnic Studies professional development. ($90,375)
- Professional development for Curriculum Transformation with a focus on equity in planning, instruction, and assessment. ($53,000)
- Project Lead The Way for Design and Modeling. ($100,000)
- Teachers at all middle schools as well as STE(A)M magnets. ($950,305)
- MYP Coordinator support at all non-magnet middle schools ($400,097)
- Science standards adoption and related professional development. ($800,000)

Professional development to establish a district culture of anti-racist mindsets and actions

- Equity and restorative practices professional development ($800,000)

- Frontlines of Justice and OBSA equity professional development for teachers and building leaders. ($700,000)
- Additional best practice professional development by Indian Education Department for school leadership teams and teachers. ($200,032)

Strategies to recruit and retain staff of color, including the Teacher Equity Plan

- Ongoing sustained commitment to educator licensure pathways including Special Education Residency, MPS Licensing Academy, and High School to Teaching Pathway as well as additional pathways to be developed in coming fiscal years. ($1,016,000)
- Commitment to supporting the work of the Teacher Equity Team which provides 15 high-need, racially-isolated schools with specialized recruitment and retention support. ($250,000)
- Sustained recruitment budget. ($50,000)

Early childhood programs and services

- Expansion of High Five preschool program ($2,622,151)
- Addition of Three School preschool program to a southside site at Lyndale ($137,299)
- Special Education support to High Five preschool programs ($310,000)
- Early Childhood Special Education Spanish bilingual classroom ($309,000)

Predictable school-level staffing with discretionary allocations aligned to Board priorities and site council recommendations

- Ongoing implementation of the predictable staffing model to support equitable school staffing levels. All departments go through each school's budget to ensure predictable staffing is met. The Associate Superintendents have the final signature to ensure compliance and alignment with budget parameters and priorities. ($176,900,000)
- Added additional Special Education Assistant (SEA) positions to the SEA Cadre to build a stronger team to cover short- and long-term SEA absences and unfilled vacancies. ($590,564)



Minneapolis Public Schools 2021-22 Budget

May 11, 2021

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

FY 2021-22 Budget Proposal

May 11, 2021

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

Proposed Resolution

RESOLUTION TO APPROVE THE DISTRICT'S 2021-2022 BUDGET

WHEREAS, the District's budget is as follows:

	REVENUE	EXPENSES
General Operating Fund	$518,494,679	$520,081,147
General Fund Grants	$126,427,520	$126,427,520
General Fund Special Revenue	$9,000,000	$9,000,000
Food Service Fund	$22,344,000	$22,344,000
Food Service Fund Grants	$38,148	$38,148
Community Service Fund	$26,560,928	$28,628,664
Community Service Fund Grants	$6,306,484	$6,306,484
Capital Projects Fund	$84,235,000	$125,625,000
Debt Service Fund	$96,960,244	$96,960,244
Total	$890,367,003	$935,411,207

AND WHEREAS, there is a planned use of Q Comp designated fund balance of $872,036, a planned use of Extended Learning designated fund balance of $914,432 in the General Operating Fund, a planned use of Community Service Fund designated fund balance of $2,067,736, and a planned use of Capital Projects Fund designated fund balance of $41,390,000.

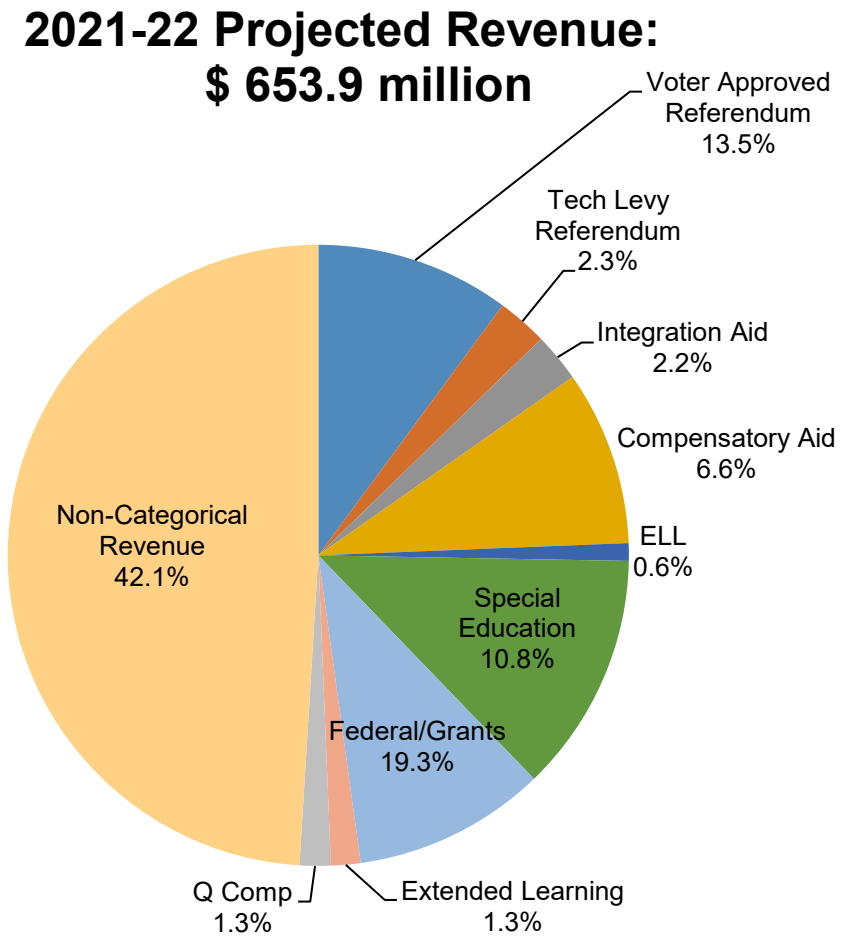
NOW, THEREFORE BE IT HEREBY RESOLVED, the Board of Directors of Special School District No. 1 approves the above mentioned revenue and expenditure budget for the fiscal year 2021-2022.

FY 2021-22 Budget

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

2021-22 Projected General Fund Revenue

Voter Approved Referendum	$88,111,362
Tech Levy Referendum	$14,791,925
Integration Aid	$14,138,083
Compensatory Aid	$43,077,023
ELL	$4,006,800
Special Education	$70,862,571
Federal/Grants	$126,427,520
Extended Time	$8,376,529
Q Comp	$8,755,874
Non-Categorical Revenue	$275,374,512
Total Revenue	$653,922,199



MINNEAPOLIS PUBLIC SCHOOLS
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Department Priorities

Department **General Fund** Priorities

- Increase for mental health support ($1.2M)
- Increase for middle school athletics ($250K)
- Science curriculum adoption ($800K)
- Management Analyst for Data Practice Compliance added to Board Office ($111K)
- Special Education – increased budget for tuition billing ($1M)
- Additional Social Worker, Psychologist, Nurse, and Counselor positions ($1.5M)
- Teaching & Learning – 5th grade music teachers ($1.5M)
- Set aside to address unfinished learning for students ($8.0M)
- Universal access and hotspots ($11.3M)
- MTSS professional development ($800K)
- Health and Safety ($750K)

MINNEAPOLIS PUBLIC SCHOOLS Urban Education. Global Citizens.

FY 2021-22 Budget Summary Department Allocations

Department	Total General Fund 2021-22	Total Allocation ALL FUNDS 2021-22
Board of Education	$548,497	$548,497
Board Office	$371,896	$371,896
Total Division	$920,393	$920,393
Superintendent Office	$1,670,442	$1,670,442
Office of Associate Superintendents	$923,877	$923,877
Athletics	$3,804,714	$3,804,714
Contract Alternative Department	$981,973	$981,973
Contract Schools	$6,421,760	$6,421,760
Homeless Highly Mobile & Foster Care	$1,218,538	$1,218,538
Health Services	$5,329,955	$5,762,364
Spec Ed Department	$10,796,670	$10,796,670
Adaptive Physical Education	$1,750,560	$1,750,560
Mental Health Support	$1,304,780	$1,304,780
MPS Deaf/Hard of Hearing	$1,812,542	$1,812,542
Occupational/Physical Therapist	$4,826,720	$4,826,720
Psychology Services	$3,581,354	$3,581,354
SEA Cadre	$916,348	$916,348
Social Work Services	$371,487	$371,487
Spec Ed Due Process Clerical	$581,646	$581,646
Spec Ed Interpreters	$826,880	$826,880
Spec Ed Monitoring & Compliance	$666,471	$666,471
Spec Ed Program 1	$1,548,486	$1,548,486
Spec Ed Program 3	$1,761,878	$1,761,878
Spec Ed Program 4	$906,724	$906,724
Spec Ed Support	$624,138	$624,138
Speech Language Clinicians	$9,964,622	$9,964,622
Total Division	$62,592,565	$63,024,974
General Counsel/Legal	$1,869,162	$1,925,467
Expulsions and Transfers	$206,364	$206,364
Office of Equality & Civil Rights	$309,541	$309,541
Total Division	$2,385,067	$2,441,372

FY 2021-22 Budget Summary Department Allocations

Department	Total General Fund 2021-22	Total Allocation ALL FUNDS 2021-22
Office of Senior Executive Officer	$670,689	$670,689
Engagement & External Relations	$1,827,267	$1,827,267
Family Resource Center	$293,862	$293,862
Marketing & Communications	$1,783,958	$1,783,958
Office of the Ombudsperson	$361,757	$361,757
Student Placement & Enrollment Mgmt	$1,147,561	$1,147,561
Total Division	$6,085,094	$6,085,094
Office of Academics	$596,849	$596,849
Academic Programming	$0	$0
Teaching & Learning	$18,315,456	$18,315,456
Educator Professional Development	$1,504,550	$1,504,550
AVID	$1,083,763	$1,083,763
On-line Learning	$1,351,203	$1,351,203
College Career Readiness	$1,519,571	$1,519,571
STEM/CTE	$495,416	$495,416
Guidance & Counseling	$846,735	$846,735
Check & Connect	$658,549	$658,549
KBEM	$924,637	$924,637
Non Public Guidance & Counseling	$0	$800,366
Multilingual	$3,393,121	$3,393,121
K- 8 Extended Learning Admin	$8,086,979	$8,621,556
6-8 Extended Learning After School	$1,154,420	$1,154,420
6-8 Extended Learning Summer School	$590,429	$590,429
K - 5 Extended Learning/After School	$2,954,468	$2,954,468
K - 5 Extended Learning/Summer Scho	$1,840,105	$1,840,105
9-12 Extended Learning Summer Schoo	$627,761	$627,761
9-12 Extended Learning After School	$201,047	$201,047
Student Activities	$300,000	$300,000
Gear Up	$150,000	$150,000
Office of Black Male Student Achievem	$1,475,159	$1,475,159
Community Education Youth & Adult	$257,299	$6,131,936
Minneapolis Kids	$0	$6,866,903
Community Program Admin	$0	$998,582
Adult Basic Education	$326,484	$6,746,163

FY 2021-22 Budget Summary Department Allocations

Department	Total General Fund 2021-22	Total Allocation ALL FUNDS 2021-22
Full Service Community Schools	$0	$655,301
Early Childhood Family Ed Program 1	$270,872	$4,782,355
ECFE Support	$0	$268,702
Early Childhood	$564,679	$2,510,830
Early Childhood Prog 2	$444,951	$956,107
Teen Parent Services	$1,062,388	$1,168,854
Indian Education	$1,865,228	$1,865,228
Total Division	$52,862,119	$82,356,122
Information Technology	$18,892,174	$28,892,174
Design & Training	$976,467	$976,467
Enterprise Infrastructure	$1,122,128	$1,331,064
Enterprise Systems	$279,536	$279,536
IT Field Support Group 1	$1,357,673	$1,357,673
IT Field Support Group 2	$1,482,371	$1,482,371
IT Operations	$848,311	$848,311
IT Service Management	$156,915	$156,915
IT Solution Center	$1,230,414	$1,230,414
Total Division	$26,345,989	$36,554,925
Accountability Research & Evaluatic	$1,142,830	$1,142,830
Accountabilitiy, Innovation & Research	$173,188	$173,188
Research & Assessment	$2,068,911	$2,088,911
Equity & Integration	$2,062,683	$2,062,683
Social Emotional Learning	$737,828	$737,828
Positive School Wide Engagement	$576,000	$576,000
Accountabilitiy & Evaluation	$581,565	$581,565
Funded Programs/Accountability & Eva	$2,219,616	$2,219,616
NCLB Admin/Accountabilitiy & Evaluati	$1,794,995	$1,794,995
Non Public Schools/Accountability & E	$2,293,467	$2,293,467
Non Public Staff	$0	$0
Total Division	$13,651,083	$13,671,083

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

FY2021-22 Budget Summary Department Allocations

Department	Total General Fund 2021-22	Total Allocation ALL FUNDS 2021-22
Operations	$657,271	$1,139,354
Capital Projects, Const & Maintenance	$26,303	$88,752,106
Construction Planning Group A	$0	$821,991
Construction Planning Group B	$0	$756,411
Facilities Planning	$2,880,000	$3,123,552
Utilities	$13,131,881	$13,131,881
Operational & Security Services	$962,218	$962,218
High School Specialists	$834,761	$834,761
Citywide Specialists	$722,825	$722,825
District Communication Center	$1,492,634	$1,492,634
Environmental Health & Safety	$1,136,867	$1,136,867
Electric Shop	$171,574	$1,651,057
Electronics Shop	$319,949	$1,276,992
Carpenter Shop	$0	$2,207,167
Paint Shop	$0	$1,861,772
Pipefitting Shop	$79,825	$5,599,567
Fire Sprinkler Shop	$412,664	$463,264
Plant Maintenance	$0	$6,510,084
Plumbing Shop	$87,166	$1,668,871
Sheetmetal Shop	$689,824	$4,421,674
Grounds	$1,494,981	$1,565,694
Plant Operations	$4,014,680	$4,014,680
Engineers to Schools Zone 1	$7,273,630	$7,273,630
Engineers to Schools Zone 2	$8,508,727	$8,508,727
Transportation	$36,936,687	$36,936,687
Mail Center	$151,306	$151,306
Culinary Wellness Services	$0	$22,356,643
Total Division	$81,985,773	$219,342,415

MINNEAPOLIS PUBLIC SCHOOLS
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FY2021-22 Budget Summary Department Allocations

Department	Total General Fund 2021-22	Total Allocation ALL FUNDS 2021-22
Chief Financial Officer	$1,499,566	$1,622,312
Accounting & Finance	$1,089,617	$1,350,418
Accounts Payable & Vendor Support	$328,979	$328,979
Budget Operations	$1,114,613	$1,114,613
Finance	$204,000	$204,000
Grants Accounting	$381,604	$381,604
Payroll	$466,151	$466,151
Procurement	$445,577	$631,784
Grants Office	$249,743	$249,743
Risk Management	$145,416	$249,963
Total Compensation	$879,472	$879,472
Total Division	$6,804,738	$7,479,039
Chief of Human Resources	$1,357,952	$1,357,952
Grow Your Own	$0	$0
HRIS	$563,943	$563,943
Human Resources	$193,815	$193,815
Teacher Development	$5,233,833	$5,233,833
Labor/Employee Relations	$499,750	$619,343
Talent Acquisition	$1,554,033	$1,640,788
Talent Management	$280,659	$280,659
Union Leadership	$670,708	$670,708
Reserve Teachers	$5,000,000	$5,000,000
Total Division	$15,354,693	$15,561,041
Achieve Mpls	$180,000	$180,000
Contingency CDD & Staff Adjustment	$3,000,000	$3,000,000
Grand totals	$272,167,514	$450,616,458

MINNEAPOLIS PUBLIC SCHOOLS
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School Allocations

MINNEAPOLIS PUBLIC SCHOOLS
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Predictable Staffing

- **Predictable Staffing Continues for SY2021-2022**
- Principals/Assistant Principals | Secretaries | Office Assistants (middle and high schools) | Academic Specialists | Classroom Teachers/Prep | Health Service Assistants | Counselors | Security Monitors (middle and high schools) | Associate Educators | Social Workers

MINNEAPOLIS PUBLIC SCHOOLS Urban Education. Global Citizens.

FY2021-22 Budget Summary School Allocations

School Allocations Comparisons			
Enrollment	**32,292**	**31,078**	-1,214
ELL Students	**6,205**	**5,727**	-478
Funding Type	FY 20-21 Allocation	FY 21-22 Allocation	Difference between FY 20-21 & FY 21-22
Principals/Asst Principals	$19,225,322	$19,820,327	$595,005
Class Size Referendum	$72,284,496	$68,211,819	($4,072,677)
Class Size General Fund	$72,704,038	$67,561,612	($5,142,426)
Basic Per Student	$14,168,096	$14,183,794	$15,698
Career Tech Education	$2,650,295	$2,860,915	$210,620
School Within A School	$1,952,705	$1,839,732	($112,973)
Translation/Language Line	$320,000	$320,000	$0
Comp Ed 1031	$44,881,311	$41,770,968	($3,110,343)
Special Ed SERT	$18,285,995	$17,595,526	($690,469)
Special Education Citywide Program	$61,835,100	$60,696,144	($1,138,956)
Special Education Citywide Prog - Federal	$2,311,916	$1,458,215	($853,701)
ELL	$5,065,227	$3,301,056	($1,764,171)
ELL - Referendum	$11,716,536	$11,553,694	($162,842)
Development Dual Language - Referendum	$204,656	$50,016	($154,640)
IB	$1,310,141	$1,799,492	$489,351
Advanced Academics	$954,624	$2,976,896	$2,022,272
Differentiation Specialists - Referendum	$2,711,643	$2,706,833	($4,810)
Magnet Schools	$799,941	$2,676,584	$1,876,643
Small School Adjustment	$268,401	$221,600	($46,801)
Targeted Programming	$3,018,654	$4,068,925	$1,050,271
Athletic Directors	$771,417	$788,438	$17,021
Q Comp-21	$3,254,888	$3,238,716	($16,172)
Integration AVID	$1,893,071	$1,740,552	($152,519)
Integration RIS	$2,005,101	$1,042,312	($962,789)
Integration BARR Coordinator	$102,329	$100,032	($2,297)
Integration HS Teaching Pathway	$81,862	$220,070	$138,208
Voluntary Pre-Kindergarten	$1,304,214	$638,264	($665,950)
High 5	$3,554,468	$4,359,109	$804,641
Fund 4 High 5	$991,591	$1,322,953	$331,362
Title I	$12,668,443	$11,225,435	($1,443,008)
Title I Homeless Highly Mobile	$41,980	$0	($41,980)
Title II	$40,000	$40,000	$0
Title IV	$402,324	$0	($402,324)
Other Grants	$1,798,181	$1,665,732	($132,449)
Funded Programs	$3,467,873	$1,803,834	($1,664,039)
Total:	**$369,046,839**	**$353,859,595**	($22,801,297)

Budget Assumptions

- Enrollment decline of approximately 1,349 students.
- Predictable staffing model at schools will continue in FY21-22.
- The FY21-22 is balanced using ESSER II funds.

COVID-19 Assumptions

- FY22 budget uses $7M of ESSER I and $1M of GEER carryforward.
- Of the Initial award of $71,005,780 in ESSER II dollars, this budget uses $64.1M.
- This budget does not include any American Rescue Plan dollars as they have not yet been awarded.

Budget Alignment to the Board's Values

MINNEAPOLIS PUBLIC SCHOOLS
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Budget Alignment to the Board's Values

Human Resources

- Strategies to recruit and retain staff of color
- Predictable staffing, including differentiation specialist
  - Ongoing implementation of the Predictable Staffing model to support equitable school staffing levels

Finance

- Fund Balance restoration
- Balanced Budgets
- Support Central offices and Schools

Research, Evaluation & Assessment (REA)

- School climate resources to support climate framework that will improve student retention, family and staff experiences, and student learning, Equity and Restorative Practices professional development
- Additional investment in parent and youth participatory evaluation
- Additional resources to support magnet schools for integrated learning opportunities

Budget Alignment to the Board's Values

IT Services

- Creation of training resources and learning modules
- Support of software systems and data platforms
- Technology support for all staff who deliver instruction aligned to the district priorities

Special Education

- Investment in Math Recovery which is an intervention that addresses number sense goals on student IEPs
- Realignment of Citywide programming to be more equitable in where the programming is located and the addition of special education staff at targeted sites to reduce the need for students to move to another school due to needing more intensive interventions.
- Continued investment in special education reading investments across grade bands.

Operations

- Invested in additional plant operations resources for cleaning and disinfecting
- Continued air quality mitigations
- Support for the district's Emergency Management functions

Budget Alignment to the Board's Values

External Relations

- Additional investment in interpretation and translation services
- Additional investment in videography to support EL families
- Additional investment in improving school websites

Academics

- Addition of school counselors in partnership with the Office of Higher Education
- MTSS across grade levels
- Increasing dual language allocation for curriculum development, resources, materials, and professional development

QUESTIONS?

To learn more:

Visit **www.mpls.k12.mn.us** and click on *'Budget'*

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

RESOLUTION PROPOSING AUTHORIZATION FOR THE UPDATED MULTI-YEAR CAPITAL PROJECT PLAN (FY2022-2025)

WHEREAS, Board of Education Policy 3170 requires a multi-year capital plan for capital improvements updated annually; and

WHEREAS, the Minneapolis School Board, Special School District No. 1, approved a multi-year Capital Project Plan (FY2022-2025) in June 2020; and

WHEREAS, Operations proposed a multi-year Capital Project Plan that aligns with the strategic direction in the CDD Resolution 2020-0021, including an annual bonding plan that is consistent with established Board of Education Policy 3290; and

WHEREAS, Operations and Finance will present an annual Capital Project Plan to the Board of Education, guided by the multi-year Capital Project Plan, recognizing the Plan may be modified if Operating Revenue, academic programming or facility/operational needs change.

NOW, THEREFORE, BE IT RESOLVED, that the Minneapolis School Board, Special School District No. 1, hereby authorizes the revised multi-year Capital Project Plan (FY2022-2025), labeled as 2021-0032A.

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chair

_____ _____
Josh Pauly Date
Board of Education

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
Uses of funds:	Total & Annual CDD plans:	$138,656,734	$38,460,628	$19,954,230	$33,238,309	$24,045,080	$22,958,487
	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Andersen	CDD	ANDE	FFE Upgrades	$865,550	$0	$0	$0	$865,550	$0
Andersen	CDD	ANDE	Toilet Modifications	$700,000	$0	$0	$700,000	$0	$0
Andersen	CDD	ANDE	Single User Restrooms	$600,000	$0	$0	$600,000	$0	$0
Andersen	CDD	ANDE	Kitchen/Lunchroom	$6,369,990	$0	$0	$6,369,990	$0	$0
Andersen	CDD	ANDE	Kitchen/Lunchroom/Supple	$3,361,037	$0	$1,361,037	$2,000,000	$0	$0
Andersen	CDD	ANDE	Technology Space	$800,000	$0	$0	$0	$800,000	$0
Andersen	CDD	ANDE	Science Lab Type 1	$1,690,128	$1,690,128	$0	$0	$0	$0
Andersen	CDD	ANDE	Science Lab Type 2	$2,554,398	$2,554,398	$0	$0	$0	$0
Andersen	CDD	ANDE	Daylighting/Sidelighting	$2,000,000	$0	$2,000,000	$0	$0	$0
Andersen	CDD	ANDE	Performance Space	$1,131,553	$0	$0	$0	$1,131,553	$0
Andersen	CDD-st	ANDE	Site subtotal:	$20,072,656	$0				
Anthony	CDD	ANTH	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Anthony	CDD-st	ANTH	Site subtotal:	$853,600	$0				
Bethune	CDD	BETH	Arts Magnet Improvements	$373,450	$373,450	$0	$0	$0	$0
Bethune	CDD	BETH	New Performance Space	$0	$0	$0	$0	$0	$0
Bethune	CDD-st	BETH	Site subtotal:	$373,450	$0				
Edison	CDD	EDIS	CTE Renovations	$477,269	$0	$0	$477,269	$0	$0
Edison	CDD-st	EDIS	Site subtotal:	$477,269	$0				
Franklin	CDD	FRAN	Performance Space (auditor	$500,000	$0	$0	$0	$500,000	$0
Franklin	CDD	FRAN	Science Lab Upgrades	$1,120,350	$0	$1,120,350	$0	$0	$0
Franklin	CDD	FRAN	Technology Space	$0	$0	$0	$0	$0	$0
Franklin	CDD	FRAN	Performance space (FFE)	$0	$0	$0	$0	$0	$0
Franklin	CDD-st	FRAN	Site subtotal:	$1,620,350	$0				
Hall	CDD	HALL	STEM Improvements (obser	$1,120,350	$0	$1,120,350	$0	$0	$0
Hall	CDD-st	HALL	Site subtotal:	$1,120,350	$0				
Henry	CDD	HENR	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Henry	CDD-st	HENR	Site subtotal:	$213,400	$0				
Jefferson	CDD	JEFF	Performance Space	$258,801	$0	$258,801	$0	$0	$0
Jefferson	CDD	JEFF	Science Lab Renovations	$426,800	$0	$426,800	$0	$0	$0
Jefferson	CDD	JEFF	FFE Upgrades	$739,926	$0	$0	$0	$739,926	$0
Jefferson	CDD	JEFF	Lunchroom finishes/Upgrad	$500,000	$0	$0	$0	$0	$500,000
Jefferson	CDD-st	JEFF	Site subtotal:	$1,925,527	$0				
Marcy	CDD	MARC	Arts Magnet Improvements	$213,400	$213,400	$0	$0	$0	$0
Marcy	CDD-st	MARC	Site subtotal:	$213,400	$0				
Multiple sites	CDD	MULT	SPED Renovations	$1,120,350	$1,120,350	$0	$0	$0	$0
Multiple sites	CDD-st	MULT	Site subtotal:	$1,120,350	$0				
North	CDD	NORT	Technology	$3,226,608	$0	$3,226,608	$0	$0	$0
North	CDD	NORT	CTE Renovations	$26,743,901	$26,743,901	$0	$0	$0	$0
North	CDD	NORT	Design supplement	$853,600	$0	$853,600	$0	$0	$0
North	CDD	NORT	FFE	$2,516,754	$0	$1,396,404	$1,120,350	$0	$0
North	CDD	NORT	Performance Space	$2,279,912	$0	$0	$2,279,912	$0	$0
North	CDD	NORT	Kitchen/Lunchroom	$6,600,000	$0	$0	$0	$0	$6,600,000
North	CDD	NORT	Entrance	$5,000,000	$0	$0	$0	$0	$5,000,000
North	CDD	NORT	Electrical/mechanical/eleva	$8,053,161	$0	$8,053,161	$0	$0	$0
North	CDD	NORT	HVAC System renewal	$8,962,800	$0	$0	$8,962,800	$0	$0
North	CDD	NORT	HVAC System renewal	$9,410,940	$0	$0	$0	$9,410,940	$0
North	CDD	NORT	HVAC System renewal	$9,881,487	$0	$0	$0	$0	$9,881,487
North	CDD-st	NORT	Site subtotal:	$83,529,163	$0				

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
Uses of funds:	Total & Annual CDD plans:	$138,656,734	$38,460,628	$19,954,230	$33,238,309	$24,045,080	$22,958,487
	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	**20/21**	**21/22**	**22/23**	**23/24**	**24/25**
Olson	CDD	OLSO	SPED Renovations	$853,600	$853,600	$0	$0	$0	$0
Olson	CDD-st	OLSO	Site subtotal:	$853,600	$0				
Page	CDD	PAGE	Science Lab Type 1	$1,286,802	$1,286,802	$0	$0	$0	$0
Page	CDD	PAGE	Science Lab Type 2	$1,277,199	$1,277,199	$0	$0	$0	$0
Page	CDD	PAGE	Athletics/Gym	$6,273,960	$0	$0	$0	$6,273,960	$0
Page	CDD	PAGE	FFE	$319,588	$0	$0	$319,588	$0	$0
Page	CDD-st	PAGE	Site subtotal:	$9,157,549	$0				
Roosevelt	CDD	ROOS	CTE Renovations	$5,702,930	$0	$0	$5,702,930	$0	$0
Roosevelt	CDD-st	ROOS	Site subtotal:	$5,702,930	$0				
Sheridan	CDD	SHER	Entrance	$4,323,151	$0	$0	$0	$4,323,151	$0
Sheridan	CDD-st	SHER	Site subtotal:	$4,323,151	$0				
Sullivan	CDD	SULL	Robotics Lab	$47,119	$0	$47,119	$0	$0	$0
Sullivan	CDD	SULL	Robotics Lab (from Franklin)	$90,000	$0	$90,000	$0	$0	$0
Sullivan	CDD	SULL	Educational Adequacy	$977,000	$0	$0	$0	$0	$977,000
Sullivan	CDD-st	SULL	Site subtotal:	$1,114,119	$0				
Webster	CDD	WEBS	SPED Renovations	$213,400	$213,400	$0	$0	$0	$0
Webster	CDD-st	WEBS	Site subtotal:	$213,400	$0				
Wilder	CDD	WILD	Heritage colocation	$1,067,000	$1,067,000	$0	$0	$0	$0
Wilder	CDD	WILD	Entrance	$4,705,470	$0	$0	$4,705,470	$0	$0
Wilder	CDD-st	WILD	Site subtotal:	$5,772,470	$0				

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
Uses of funds:	Total & Annual CDD plans:	$138,656,734	$38,460,628	$19,954,230	$33,238,309	$24,045,080	$22,958,487
	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Kenny	Non-CDD	KENN	Lunchroom Supplemental Fu	$700,000	$700,000	$0	$0	$0	$0
Kenny	Non-CDD-st	KENN	Site subtotal:	$700,000	$700,000				
District Wide	Non-CDD	MULT	FFE	$600,000	$600,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	FFE	$630,000	$0	$630,000	$0	$0	$0
District Wide	Non-CDD	MULT	FFE	$660,000	$0	$0	$660,000	$0	$0
District Wide	Non-CDD	MULT	FFE	$690,000	$0	$0	$0	$690,000	$0
District Wide	Non-CDD	MULT	FFE	$725,000	$0	$0	$0	$0	$725,000
	Non-CDD-st		District-wide subtotal:	$3,305,000	$600,000				
District Wide	Non-CDD	MULT	Fleet Replacement	$780,000	$780,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$811,200	$0	$811,200	$0	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$843,648	$0	$0	$843,648	$0	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$877,394	$0	$0	$0	$877,394	$0
District Wide	Non-CDD	MULT	Fleet Replacement	$912,490	$0	$0	$0	$0	$912,490
	Non-CDD-st		District-wide subtotal:	$4,224,731	$780,000				
District Wide	Non-CDD	MULT	Plant Maintenance	$9,100,000	$9,100,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,900,000	$0	$8,900,000	$0	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,500,000	$0	$0	$8,500,000	$0	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,000,000	$0	$0	$0	$8,000,000	$0
District Wide	Non-CDD	MULT	Plant Maintenance	$8,000,000	$0	$0	$0	$0	$8,000,000
	Non-CDD-st		District-wide subtotal:	$42,500,000	$9,100,000				
District Wide	Non-CDD	MULT	Off Plan-Small Projects	$500,000	$500,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	$500,000	$0	$500,000	$0	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	$500,000	$0	$0	$500,000	$0	$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	$500,000	$0	$0	$0	$500,000	$0
District Wide	Non-CDD	MULT	Off Plan-Small Projects	$500,000	$0	$0	$0	$0	$500,000
	Non-CDD-st		District-wide subtotal:	$2,500,000	$500,000				
District Wide	Non-CDD	MULT	Technology	$10,000,000	$10,000,000	$0	$0	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$10,000,000	$0	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$10,000,000	$0	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$0	$10,000,000	$0
District Wide	Non-CDD	MULT	Technology	$10,000,000	$0	$0	$0	$0	$10,000,000
District Wide	Non-CDD-st	MULT	District-wide subtotal:	$50,000,000	$10,000,000				
Northeast	Non-CDD	NEAS	Entrance	$1,937,488	$1,937,488	$0	$0	$0	$0
Northeast	Non-CDD-st	NEAS	Site subtotal:	$1,937,488	$1,937,488				
Transportation	Non-CDD	TRAN	Bldg renewal/updates	$836,105	$0	$836,105	$0	$0	$0
Transportation	Non-CDD	TRAN	Propane Storage	$336,105	$0	$336,105	$0	$0	$0
Transportation	Non-CDD	TRAN	Shop Improvements	$0	$0	$0	$0	$0	$0
Transportation	Non-CDD	TRAN	Sitework	$784,245	$0	$784,245	$0	$0	$0
Transportation	Non-CDD-st	TRAN	Site subtotal:	$1,956,455	$0				
Waite Park	Non-CDD	WAIT	Lunchroom Supplemental Fu	$800,000	$800,000	$0	$0	$0	$0
Waite Park	Non-CDD-st	WAIT	Site subtotal:	$800,000	$800,000				
Multiple sites	Non-CDD	MULT	ADA Improvements	$400,000	$0	$400,000	$0	$0	$0
Multiple sites	Non-CDD	MULT	ADA Improvements	$200,000	$0	$0	$200,000	$0	$0
Multiple sites	Non-CDD-st	MULT	Site subtotal:	$600,000	$0				
South	Non-CDD	SOUT	Entrance	$4,940,744	$0	$0	$0	$4,940,744	$0
South	Non-CDD-st	SOUT	Site subtotal:	$4,940,744	$0				

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
Uses of funds:	Total & Annual CDD plans:	$138,656,734	$38,460,628	$19,954,230	$33,238,309	$24,045,080	$22,958,487
	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Adult Education Ce	LTFM	ADUL	380 Mechanical	$75,000		$75,000			
Adult Education Ce	LTFM-st	ADUL	Site subtotal:	$75,000					
Andersen	LTFM	ANDE	369 Building Hardware & Eq	$75,000		$75,000			
Andersen	LTFM	ANDE	380 Mechanical	$1,927,184		$1,927,184			
Andersen	LTFM	ANDE	368 Building Envelope	$525,000		$525,000			
Andersen	LTFM	ANDE	370 Electrical	$500,000		$500,000			
Andersen	LTFM	ANDE	379 Interior Surfaces	$1,694,000		$1,694,000			
Andersen	LTFM	ANDE	381 Plumbing	$500,000		$500,000			
Andersen	LTFM-st	ANDE	Site subtotal:	$5,221,184					
Anthony	LTFM	ANTH	379 Interior Surfaces	$283,848		$283,848			
Anthony	LTFM	ANTH	380 Mechanical	$375,000		$375,000			
Anthony	LTFM	ANTH	383 Roofing	$320,000		$320,000			
Anthony	LTFM-st	ANTH	Site subtotal:	$978,848					
Anwatin	LTFM	ANWA	379 Interior Surfaces	$144,000		$144,000			
Anwatin	LTFM	ANWA	380 Mechanical	$75,000		$75,000			
Anwatin	LTFM-st	ANWA	Site subtotal:	$219,000					
Armatage	LTFM	ARMA	379 Interior Surfaces	$80,000		$80,000			
Armatage	LTFM-st	ARMA	Site subtotal:	$80,000					
Bancroft	LTFM	BANC	379 Interior Surfaces	$72,000		$72,000			
Bancroft	LTFM-st	BANC	Site subtotal:	$72,000					
Barton	LTFM	BART	369 Building Hardware & Eq	$48,000		$48,000			
Barton	LTFM	BART	379 Interior Surfaces	$40,000		$40,000			
Barton	LTFM	BART	380 Mechanical	$370,000		$370,000			
Barton	LTFM-st	BART	Site subtotal:	$458,000					
Bethune	LTFM	BETH	379 Interior Surfaces	$172,499		$172,499			
Bethune	LTFM	BETH	380 Mechanical	$75,000		$75,000			
Bethune	LTFM	BETH	369 Building Hardware & Eq	$0		$0			
Bethune	LTFM-st	BETH	Site subtotal:	$247,499					
Bryn Mawr	LTFM	BRYN	380 Mechanical	$375,000		$375,000			
Bryn Mawr	LTFM-st	BRYN	Site subtotal:	$375,000					
Burroughs	LTFM	BURR	379 Interior Surfaces	$157,000		$157,000			
Burroughs	LTFM	BURR	369 Building Hardware & Eq	$62,000		$62,000			
Burroughs	LTFM	BURR	380 Mechanical	$57,890		$57,890			
Burroughs	LTFM-st	BURR	Site subtotal:	$276,890					
Cityview	LTFM	CITY	380 Mechanical	$320,523		$320,523			
Cityview	LTFM-st	CITY	Site subtotal:	$320,523					
Davis Center	LTFM	DCEN	380 Mechanical	$75,000		$75,000			
Davis Center	LTFM-st	DCEN	Site subtotal:	$75,000					
District Wide	LTFM	MULT	368 Building Envelope	$250,000		$250,000			
District Wide	LTFM	MULT	369 Building Hardware & Eq	$1,614,653		$1,614,653			
District Wide	LTFM	MULT	370 Electrical	$1,880,590		$1,880,590			
District Wide	LTFM	MULT	380 Mechanical	$1,900,000		$1,900,000			
District Wide	LTFM	MULT	382 Prof Svcs - Self Perf MEF	$100,000		$100,000			
District Wide	LTFM	MULT	384 Site Projects	$100,000		$100,000			
District Wide	LTFM-st	MULT	Site subtotal:	$5,845,243					
Dowling	LTFM	DOWL	380 Mechanical	$409,923		$409,923			
Dowling	LTFM-st	DOWL	Site subtotal:	$409,923					
Edison	LTFM	EDIS	379 Interior Surfaces	$280,000		$280,000			

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
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School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Edison	LTFM	EDIS	380 Mechanical	$75,000		$75,000			
Edison	LTFM-st	EDIS	Site subtotal:	$355,000					
Emerson	LTFM	EMER	379 Interior Surfaces	$62,000		$62,000			
Emerson	LTFM	EMER	380 Mechanical	$637,795		$637,795			
Emerson	LTFM-st	EMER	Site subtotal:	$699,795					
Ericsson	LTFM	ERIC	369 Building Hardware & Eq	$220,266		$220,266			
Ericsson	LTFM	ERIC	370 Electrical	$185,534		$185,534			
Ericsson	LTFM	ERIC	380 Mechanical	$135,000		$135,000			
Ericsson	LTFM-st	ERIC	Site subtotal:	$540,800					
Field	LTFM	FIEL	380 Mechanical	$75,000		$75,000			
Field	LTFM-st	FIEL	Site subtotal:	$75,000					
Folwell	LTFM	FOLW	379 Interior Surfaces	$141,000		$141,000			
Folwell	LTFM	FOLW	380 Mechanical	$225,000		$225,000			
Folwell	LTFM-st	FOLW	Site subtotal:	$366,000					
Franklin	LTFM	FRAN	379 Interior Surfaces	$126,000		$126,000			
Franklin	LTFM	FRAN	380 Mechanical	$150,000		$150,000			
Franklin	LTFM-st	FRAN	Site subtotal:	$276,000					
Green	LTFM	GREE	380 Mechanical	$225,000		$225,000			
Green	LTFM	GREE	381 Plumbing	$90,000		$90,000			
Green	LTFM-st	GREE	Site subtotal:	$315,000					
Hale	LTFM	HALE	380 Mechanical	$75,000		$75,000			
Hale	LTFM	HALE	381 Plumbing	$40,000		$40,000			
Hale	LTFM-st	HALE	Site subtotal:	$115,000					
Hall	LTFM	HALL	383 Roofing	$136,000		$136,000			
Hall	LTFM	HALL	379 Interior Surfaces	$80,000		$80,000			
Hall	LTFM	HALL	369 Building Hardware & Eq	$734,000		$734,000			
Hall	LTFM	HALL	380 Mechanical	$150,000		$150,000			
Hall	LTFM-st	HALL	Site subtotal:	$1,100,000					
Harrison	LTFM	HARR	380 Mechanical	$75,000		$75,000			
Harrison	LTFM-st	HARR	Site subtotal:	$75,000					
Henry	LTFM	HENR	368 Building Envelope	$100,000		$100,000			
Henry	LTFM	HENR	370 Electrical	$722,016		$722,016			
Henry	LTFM	HENR	380 Mechanical	$75,000		$75,000			
Henry	LTFM-st	HENR	Site subtotal:	$897,016					
Hiawatha	LTFM	HIAW	379 Interior Surfaces	$59,091		$59,091			
Hiawatha	LTFM	HIAW	380 Mechanical	$300,000		$300,000			
Hiawatha	LTFM-st	HIAW	Site subtotal:	$359,091					
Howe	LTFM	HOWE	379 Interior Surfaces	$36,000		$36,000			
Howe	LTFM-st	HOWE	Site subtotal:	$36,000					
Jefferson	LTFM	JEFF	379 Interior Surfaces	$157,000		$157,000			
Jefferson	LTFM-st	JEFF	Site subtotal:	$157,000					
Keewaydin	LTFM	KEEW	380 Mechanical	$150,000		$150,000			
Keewaydin	LTFM	KEEW	369 Building Hardware & Eq	$453,533		$453,533			
Keewaydin	LTFM-st	KEEW	Site subtotal:	$603,533					
Kenny	LTFM	KENN	369 Building Hardware & Eq	$20,000		$20,000			
Kenny	LTFM	KENN	380 Mechanical	$300,000		$300,000			
Kenny	LTFM-st	KENN	Site subtotal:	$320,000					
Kenwood	LTFM	KENW	380 Mechanical	$375,000		$375,000			

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
Uses of funds:	Total & Annual CDD plans:	$138,656,734	$38,460,628	$19,954,230	$33,238,309	$24,045,080	$22,958,487
	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	20/21	21/22	22/23	23/24	24/25
Kenwood	LTFM-st	KENW	Site subtotal:	$375,000					
Laney	LTFM	LANE	379 Interior Surfaces	$112,000		$112,000			
Laney	LTFM	LANE	380 Mechanical	$150,000		$150,000			
Laney	LTFM	LANE	381 Plumbing	$30,000		$30,000			
Laney	LTFM-st	LANE	Site subtotal:	$292,000					
Lincoln	LTFM	LINC	380 Mechanical	$75,000		$75,000			
Lincoln	LTFM-st	LINC	Site subtotal:	$75,000					
Lind	LTFM	LIND	379 Interior Surfaces	$194,000		$194,000			
Lind	LTFM	LIND	369 Building Hardware & Eq	$75,000		$75,000			
Lind	LTFM	LIND	380 Mechanical	$75,000		$75,000			
Lind	LTFM-st	LIND	Site subtotal:	$344,000					
Lake Harriet Lower	LTFM	LLOW	379 Interior Surfaces	$70,000		$70,000			
Lake Harriet Lower	LTFM	LLOW	380 Mechanical	$150,000		$150,000			
Lake Harriet Lower	LTFM-st	LLOW	Site subtotal:	$220,000					
Lake Harriet Upper	LTFM	LUPP	379 Interior Surfaces	$78,000		$78,000			
Lake Harriet Upper	LTFM	LUPP	368 Building Envelope	$15,000		$15,000			
Lake Harriet Upper	LTFM	LUPP	369 Building Hardware & Eq	$75,000		$75,000			
Lake Harriet Upper	LTFM-st	LUPP	Site subtotal:	$168,000					
Longfellow	LTFM	LONG	379 Interior Surfaces	$148,000		$148,000			
Longfellow	LTFM	LONG	383 Roofing	$496,093		$496,093			
Longfellow	LTFM-st	LONG	Site subtotal:	$644,093					
Loring	LTFM	LORI	379 Interior Surfaces	$120,000		$120,000			
Loring	LTFM	LORI	380 Mechanical	$219,000		$219,000			
Loring	LTFM-st	LORI	Site subtotal:	$339,000					
Lyndale	LTFM	LYND	379 Interior Surfaces	$92,000		$92,000			
Lyndale	LTFM	LYND	369 Building Hardware & Eq	$461,133		$461,133			
Lyndale	LTFM	LYND	380 Mechanical	$15,000		$15,000			
Lyndale	LTFM-st	LYND	Site subtotal:	$568,133					
Marcy	LTFM	MARC	380 Mechanical	$258,895		$258,895			
Marcy	LTFM	MARC	383 Roofing	$1,100,000		$1,100,000			
Marcy	LTFM-st	MARC	Site subtotal:	$1,358,895					
Northeast	LTFM	NEAS	379 Interior Surfaces	$1,221,576		$1,221,576			
Northeast	LTFM	NEAS	380 Mechanical	$375,000		$375,000			
Northeast	LTFM	NEAS	381 Plumbing	$125,000		$125,000			
Northeast	LTFM	NEAS	369 Building Hardware & Eq	$655,000		$655,000			
Northeast	LTFM-st	NEAS	Site subtotal:	$2,376,576					
Johnson	LTFM	JOHN	380 Mechanical	$150,000		$150,000			
Johnson	LTFM	JOHN	381 Plumbing	$100,000		$100,000			
Johnson	LTFM-st	JOHN	Site subtotal:	$250,000					
North	LTFM	NORT	381 Plumbing	$25,000		$25,000			
North	LTFM-st	NORT	Site subtotal:	$25,000					
North Star	LTFM	NSTA	380 Mechanical	$375,000		$375,000			
North Star	LTFM-st	NSTA	Site subtotal:	$375,000					
Nutrition Center	LTFM	NUTR	380 Mechanical	$375,000		$375,000			
Nutrition Center	LTFM-st	NUTR	Site subtotal:	$375,000					
Olson	LTFM	OLSO	381 Plumbing	$10,000		$10,000			
Olson	LTFM-st	OLSO	Site subtotal:	$10,000					
Pillsbury	LTFM	PILL	369 Building Hardware & Eq	$75,000		$75,000			

MPS Capital Plan
FY21-22 to FY24-25

Source of funds:	Deferred project funds - KENW	$6,146,440	$6,146,440	$0	$0	$0	$0
	Annual Bonding maximum	$434,983,741	$88,746,473	$84,237,399	$85,924,215	$87,329,180	$88,746,474
	TOTAL SOURCES OF FUNDS:	$441,130,181	$94,892,913	$84,237,399	$85,924,215	$87,329,180	$88,746,474
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	Total & Annual Non-CDD plans:	$137,881,907	$48,834,977	$23,197,655	$20,703,648	$25,008,137	$20,137,490
	Total & Annual LTFM plans:	$138,693,090	$0	$39,934,590	$30,314,982	$32,527,582	$35,915,936
	TOTAL USES OF FUNDS:	$415,231,730	$87,295,605	$83,086,475	$84,256,939	$81,580,799	$79,011,913
	UNALLOCATED FUNDING:	$25,898,451	$7,597,308	$1,150,925	$1,667,276	$5,748,381	$9,734,562

School	Program	Site ID	Project	Total Investment amount	**20/21**	**21/22**	**22/23**	**23/24**	**24/25**
Pillsbury	LTFM	PILL	380 Mechanical	$354,765		$354,765			
Pillsbury	LTFM-st	PILL	Site subtotal:	$429,765					
Pratt	LTFM	PRAT	381 Plumbing	$30,000		$30,000			
Pratt	LTFM	PRAT	369 Building Hardware & Eq	$209,368		$209,368			
Pratt	LTFM	PRAT	380 Mechanical	$415,000		$415,000			
Pratt	LTFM-st	PRAT	Site subtotal:	$654,368					
Page	LTFM	PAGE	368 Building Envelope	$50,000		$50,000			
Page	LTFM	PAGE	370 Electrical	$900,000		$900,000			
Page	LTFM	PAGE	380 Mechanical	$75,000		$75,000			
Page	LTFM	PAGE	381 Plumbing	$383,996		$383,996			
Page	LTFM-st	PAGE	Site subtotal:	$1,408,996					
Roosevelt	LTFM	ROOS	383 Roofing	$55,000		$55,000			
Roosevelt	LTFM	ROOS	368 Building Envelope	$90,000		$90,000			
Roosevelt	LTFM	ROOS	380 Mechanical	$1,213,490		$1,213,490			
Roosevelt	LTFM-st	ROOS	Site subtotal:	$1,358,490					
Sanford	LTFM	SANF	380 Mechanical	$150,000		$150,000			
Sanford	LTFM-st	SANF	Site subtotal:	$150,000					
Seward	LTFM	SEWA	380 Mechanical	$75,000		$75,000			
Seward	LTFM-st	SEWA	Site subtotal:	$75,000					
Sheridan	LTFM	SHER	383 Roofing	$250,000		$250,000			
Sheridan	LTFM	SHER	368 Building Envelope	$20,000		$20,000			
Sheridan	LTFM	SHER	379 Interior Surfaces	$19,637		$19,637			
Sheridan	LTFM	SHER	380 Mechanical	$925,000		$925,000			
Sheridan	LTFM-st	SHER	Site subtotal:	$1,214,637					
Sullivan	LTFM	SULL	380 Mechanical	$75,000		$75,000			
Sullivan	LTFM	SULL	384 Site Projects	$15,000		$15,000			
Sullivan	LTFM-st	SULL	Site subtotal:	$90,000					
Southwest	LTFM	SWES	383 Roofing	$465,000		$465,000			
Southwest	LTFM-st	SWES	Site subtotal:	$465,000					
Waite Park	LTFM	WAIT	379 Interior Surfaces	$60,000		$60,000			
Waite Park	LTFM-st	WAIT	Site subtotal:	$60,000					
Washburn	LTFM	WASH	380 Mechanical	$210,000		$210,000			
Washburn	LTFM	WASH	381 Plumbing	$143,779		$143,779			
Washburn	LTFM-st	WASH	Site subtotal:	$353,779					
Wenonah	LTFM	WENO	369 Building Hardware & Eq	$60,000		$60,000			
Wenonah	LTFM	WENO	381 Plumbing	$45,000		$45,000			
Wenonah	LTFM-st	WENO	Site subtotal:	$105,000					
Whittier	LTFM	WHIT	369 Building Hardware & Eq	$75,000		$75,000			
Whittier	LTFM	WHIT	381 Plumbing	$100,000		$100,000			
Whittier	LTFM-st	WHIT	Site subtotal:	$175,000					
Wilder	LTFM	WILD	379 Interior Surfaces	$200,000		$200,000			
Wilder	LTFM	WILD	380 Mechanical	$4,347,513		$4,347,513			
Wilder	LTFM-st	WILD	Site subtotal:	$4,547,513					
Windom	LTFM	WIND	379 Interior Surfaces	$67,000		$67,000			
Windom	LTFM	WIND	370 Electrical	$40,000		$40,000			
Windom	LTFM-st	WIND	Site subtotal:	$107,000					

Minneapolis Public Schools
Multi Year Capital Plan 2021 - 2025

FY 21/22 Update

May 11, 2021

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- Update on current capital projects
- Review capital planning process
- Recommended capital plan changes
- 5-year Capital plan budget

Capital Planning Update - Completed

- Project scoping for new magnet locations and academic needs
- Completed feasibility studies for Bethune and Andersen CDD projects
- Facility needs inventory for Special Education within CDD program placement
- Initiating external stakeholder engagement in project design for CTE, North High and Andersen capital projects
- Finalized design for Harrison expansion
- Facility modifications for FAIR – Wellstone co-location
- ADA studies for all schools

Capital Planning Update – In Process

Continued design and bidding for summer 2021 construction:

- Safe and welcoming entrances at Anwatin, Bryn Mawr, Field, Folwell, Northeast, Olson, Wenonah, Hmong International, Jenny Lind
- Outdoor track replacement Henry and track resurfacing at Southwest
- Multi-year project completion at Waite Park (entrance and kitchen/lunchroom)
- Magnet program year 1 improvements at Andersen and Franklin
- Renovations and addition at Bethune for Arts magnet (September)
- Harrison program expansion
- Kenny corridor ceiling and lighting replacement
- Multi-site renovations for special education services with CDD
- Lyndale ventilation replacement
- Heritage Academy and Wellstone program moves
- Full service community schools - Cityview and Green

Capital Planning Update – In Process

Planning for upcoming projects:

- Hale kitchen
- Safe & welcoming entrances at Barton, Northrop, Nellie Stone, Anthony, Field, Lake Harriet Upper, Pillsbury
- CTE and North High improvements
- Sullivan robotics
- Bethune Art Magnet
- Page entrance and science labs

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Capital Planning Process

Identify a Need

- Health and Safety
- Educational Adequacy
- Facility Condition Assessment
- Stakeholder Engagement
- Facility Maintenance and Renewal
- ADA Assessments
- Grants and donations

Cost estimating

- Cost per square foot estimating typically used for capital plan and bonding proposal
- A feasibility study may be done to determine how much the project is going to cost.
- If the project costs more than estimate, future projects may have to be reduced.
- If the project costs less than the estimate, the funds may go to other projects, perhaps a project that cost more.

Identify and Approval of Funds

- Three types of bonds:
  - General Obligation Bond (GOB)
  - Certificate of Participation (COP)
  - Long-Term Facilities Maintenance Bond (LTFM)
- LTFM and COP bonds have specific rules under state statute on how they can be used
- Using bonded funds differently than approved is subject to board approval
- Grants and Donations
- MDE review & comment over $2M

Project Design

- A consultant is usually retained for design phase
- Once funds are deposited, Stakeholder engagement on design begins within 3 - 6 months.
- Could include refining project scope, building / room layout (schematic), materials and finishes.
- Cost estimate validated for budget
- Regulatory review

Bidding and Construction

- A typical project is 18-24 months in design & construction
- A project will go to 'bid' for construction for a general contractor
- Project closeout and warranty period

Specific Plan Changes by Site

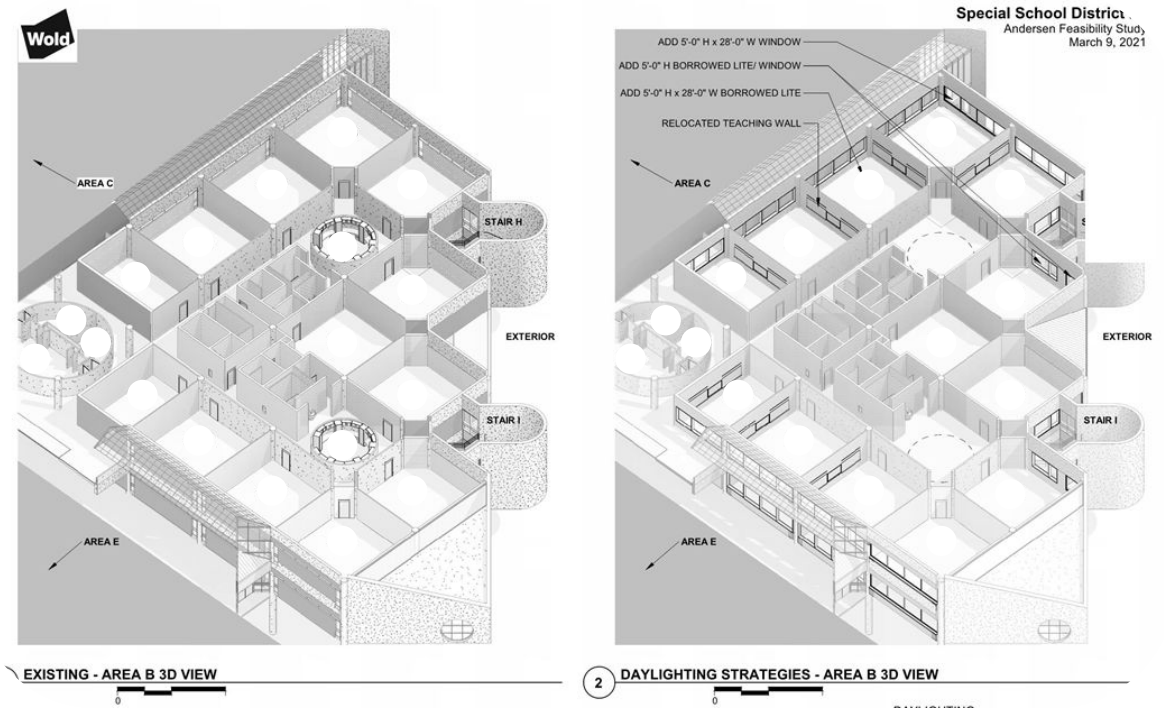
Andersen Community and Dual Language Middle School

ANDERSEN	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
FFE Upgrades	**FY22/23**	$865,550	**FY23/24**	$865,550	Delay to support Single user RR. No funding change
Toilet Modifications	FY22/23	**$512,160**	FY22/23	**$700,000**	Increase funding from feasibility report
Single User Restrooms	**FY23/24**	**$806,652**	**FY22/23**	**$600,000**	Change to move earlier. Reduce funding per feasibility report
Kitchen/lunchroom	FY22/23	$6,369,990	FY22/23	$6,369,990	No change
Kitchen/lunchroom (new)			**FY21/22**	$1,361,037	Re-allocate daylighting funds to early start Lunchroom
Kitchen/lunchroom (new)			**FY22/23**	$2,000,000	Supplemental funds for upgrades to new kitchen/lunchroom
Technology Space	FY23/24	**$1,149,479**	FY23/24	**$800,000**	Reduce funding from feasibility report
Science Labs Type 1	FY20/21	$1,690,128	FY20/21	$1,690,128	No change
Science Labs Type 2	FY20/21	$2,554,398	FY20/21	$2,554,398	No change
Daylighting	**FY21/22**	**$3,361,037**	**FY21/22**	**$2,000,000**	Reduce to $2M and move funding. Sidelighting.
Performance Space	FY23/24	$1,131,553	FY23/24	$1,131,553	Would be included in the cafeteria space. No change
		$18,440,947		$20,072,656	

- Move single user restrooms ahead a year and reduce number, based on feasibility report.
- Move some funding for technology space (Robotics, Maker spaces) to other uses at Andersen
- Add funding for kitchen / lunchroom from the day lighting which also allows the kitchen / lunchroom project to start a year earlier
- Side lighting (putting windows in classrooms) is less expensive and a more preferred option than a light well from roof.

Andersen

Sidelighting Study:
Conceptual drawing



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Andersen

Centralized food prep and serving:
Conceptual drawing



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Bethune

Performance Center:
Conceptual Rendering

- Performance space, dance space, art, band, choir and family center spaces.
- Existing funding identified that supports the construction and renovation
- Construction starts in 2021 and completed in summer 2022



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Bethune

Dance Studio:
Conceptual Rendering



Franklin

Franklin	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Performance Space	FY23/24	**$2,163,396**	FY23/24	**$500,000**	Reduced to support needed improvements
Science Lab Upgrades	FY21/22	$1,120,350	FY21/22	$1,120,350	No change
Technology Space	FY21/22	**$47,119**	FY21/22	**$0**	Move funding to Sullivan for Robotics lab
Performance Space (FFE)	FY23/24	**$1,149,479**	FY23/24	**$0**	Not needed. Auditorium seating is newer.
		$4,480,344		$1,620,350	

- Further review of Franklin performance space, proposed capital investment can be reduced due to recent renovations to space
- Robotics lab (Technology space) funded through small capital projects to be complete this summer
- Science lab upgrades in scoping and design

Franklin

Auditorium



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Hall

Hall	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Observatory	**FY22/23**	$1,120,350	**FY21/22**	$1,120,350	Move to one year earlier
		$1,120,350		$1,120,350	

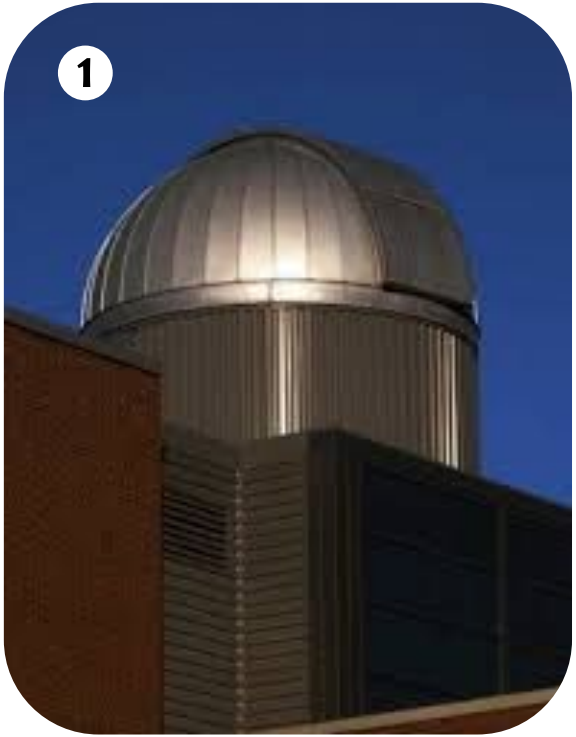
- Move funding up one year so Observatory project design can begin
- With accelerated funding, Observatory should be complete for fall 2022

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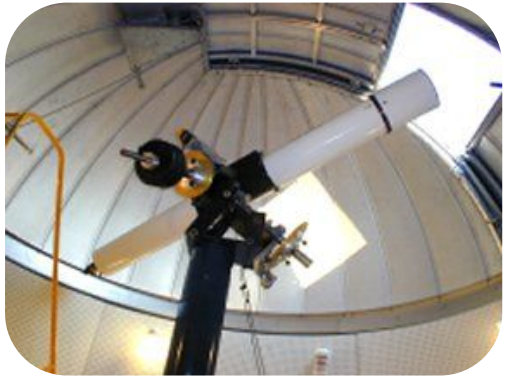
Hall Observatory

1. Macalester College

2. Jackson Middle School
   Anoka Hennepin







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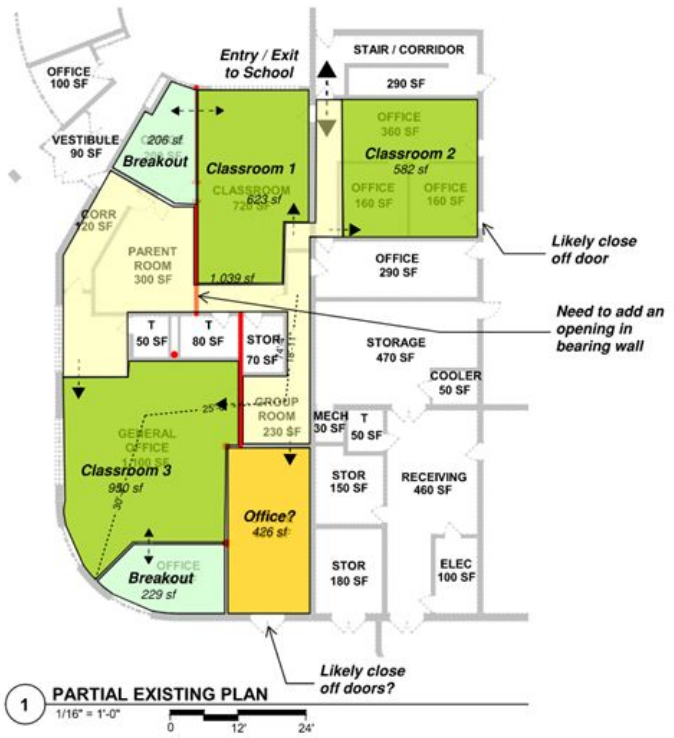
Harrison

Harrison	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Renovate HNA space	**FY21/22**	$1,120,350	**FY20/21**	**$0**	using multi-site SPED funding

- Had proposed funding in the upcoming bond cycle to convert former leased space into additional instructional space for Harrison students
- Accelerating renovation to complete this summer

Harrison

Summer 2021
scope of renovations



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Jefferson

Jefferson	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Performance Space	FY22/23	$258,801	**FY21/22**	$258,801	Moved to one year earlier
Science Labs	FY22/23	$426,800	**FY21/22**	$426,800	Moved to one year earlier
FFE	FY23/24	$739,926	FY23/24	$739,926	No change
Lunchroom finishes	FY24/25	$1,014,418	FY24/25	$500,000	update lunchroom finishes
		$2,439,945		$1,925,527	

- Minor adjustments to proposed funding
- Accelerate improvements
- Additional improvements for special education and new furniture planned for summer 2021

North

North	Current	Current	Proposed	Proposed	
	Funding	Funding	Funding	Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Technology	FY21/22	$3,226,608	FY21/22	$3,226,608	No change
CTE	FY20/21	$26,743,901	FY20/21	$26,743,901	No change
Design Supplement	FY21/22	$853,600	FY21/22	$853,600	No change
FFE	FY21/22	**$2,516,754**	FY21/22	**$1,396,404**	Reduced to support Hall Observatory
FEE (new)			**FY22/23**	**$1,120,350**	Replacement funding
Performance Space	FY22/23	$2,279,912	FY22/23	$2,279,912	No change
Kitchen Lunchroom	FY24/25	$6,600,000	FY24/25	$6,600,000	No change
Entrance	FY24/25	$5,000,000	FY24/25	$5,000,000	No change
Electrical/mechanical/elevator	FY21/22	$8,053,161	FY21/22	$8,053,161	No change
HVAC System Renewal	FY22/23	$8,962,800	FY22/23	$8,962,800	No change
HVAC System Renewal	FY23/24	$9,410,940	FY23/24	$9,410,940	No change
HVAC System Renewal	FY24/25	$9,881,487	FY24/25	$9,881,487	No change
Daylighting (new)				**$831,020**	FY18 LTFM for exterior work
Daylighting (new)				**$700,000**	FY 21 Fund transfer from Kenny supplemental funds
Theatrical rigging (new)			FY20/21	**$200,000**	Repair/replace rigging system and curtains
		$83,529,163		$85,260,183	

- Building wide improvements
- Additional funding for exterior lighting, daylighting and repair to theatrical rigging

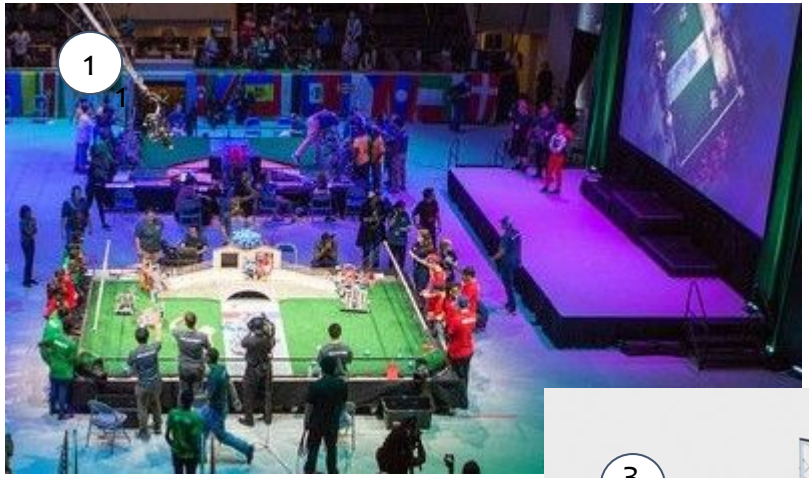
Sullivan / Anishinabe

Sullivan	Current Funding	Current Funding	Proposed Funding	Proposed Funding	
Description	**Year**	**Amount**	**Year**	**Amount**	**Notes**
Robotics Lab	**FY22/23**	$47,119	**FY21/22**	**$90,000**	moved to one year earlier and added funds for space renovations
Robotics Lab (new)			**FY21/22**	**$47,119**	moved from Franklin
		$47,119		**$137,119**	

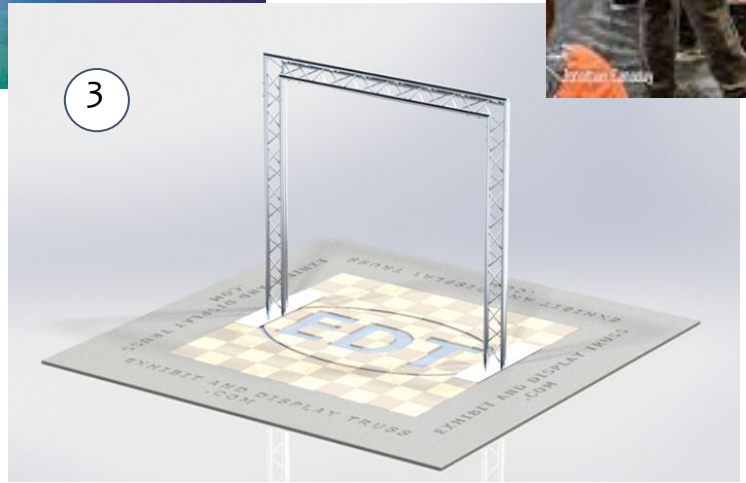
- Proposed conversion of one of two media centers into a robotics lab
- Accelerate and increase budget for build out

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Robotics Field







MINNEAPOLIS PUBLIC SCHOOLS
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Multi-Year Capital Plan – as approved June 2020

Fiscal Year	CDD Projects	Non CDD Project	LTFM	Total	Delayed Project	Bond Surplus / (Deficit)	Annual Bonding Max
2021	$38,460,628	$24,417,488	$31,995,045	$94,873,161	$6,146,440	$19,752	$88,746,473
2022	$19,178,629	$24,318,005	$39,934,590	$83,431,224		$806,175	$84,237,399
2023	$33,649,239	$20,703,648	$30,314,982	$84,667,870		$1,246,345	$85,924,215
2024	$27,148,535	$25,008,137	$32,527,582	$84,684,254		$2,644,526	$87,329,180
2025	$23,562,905	$20,137,490	$35,915,936	$79,616,330		$9,130,144	$88,746,474
Total	**$141,999,936**	**$114,584,768**	**$170,688,135**	**$427,272,839**	**$6,146,440**	**$13,846,942**	**$434,983,741**

Multi-Year Capital Plan – FY 21/22 revision

Fiscal Year	CDD Projects	Non CDD Project	LTFM	Total	Delayed Project	Bond Surplus / (Deficit)	Annual Bonding Max
2021	$38,460,628	$24,417,488	$31,995,045	$94,873,161	$6,146,440	$19,752	$88,746,473
2022	$19,954,230	$23,197,655	$39,934,590	$83,086,475		$1,150,924	$84,237,399
2023	$33,238,309	$20,703,648	$30,314,982	$84,256,939		$1,667,276	$85,924,215
2024	$24,045,080	$25,008,137	$32,527,582	$81,580,799		$5,748,381	$87,329,180
2025	$22,958,487	$20,137,490	$35,915,936	$79,011,913		$9,7,34,561	$88,746,474
Total	**$138,656,734**	**$113,464,418**	**$170,688,135**	**$422,809,287**	**$6,146,440**	**$18,320,894**	**$434,983,741**

Multi-Year Capital Plan – FY 21/22 Revision

The update to the multi-year capital plan provides for:

- Accelerating CDD investments for new magnets
- Non-CDD investments continue to focus on district priorities and investments in technology, cycle of replacement and maintenance
- Long Term Facility Maintenance investments focus on critical infrastructure maintenance for fire/life safety, HVAC and back-up systems and to address facility conditions across the system

Board Resolution

- Board action is needed to approve the changes to the capital plan.
- This includes an $83,086,475 bond amount in Year 2
- Operations will be requesting Board approval to the kitchen/lunchroom design supplement (FY 2021) from the Kenny project and reallocate to North for daylighting.
- The plan will be re-evaluated each year for priorities and needs and updates proposed to the multi-year plan.
- The capital plan is both a projection and a snapshot of what we know at this time.

Thank you

MINNEAPOLIS PUBLIC SCHOOLS
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SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

RESOLUTION PROPOSING AUTHORIZATION OF THE LONG-TERM FACILITIES MAINTENANCE (LTFM) 10- YEAR PLAN

WHEREAS, Minneapolis Public Schools is seeking approval for the Long-Term Facilities Maintenance (LTFM) 10-Year Plan; and

WHEREAS, the Minnesota Department of Education requires Board of Education approval of the Long-Term Facilities Maintenance Plan; and

WHEREAS, the Senior Operating Officer recommends approval the Long-Term Facilities Maintenance (LTFM) 10-Year Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of Special School District No. 1 hereby approves the Long-Term Facilities Maintenance (LTFM) 10-year plan as presented (2021-0032A)

Signed by:

_____ _____
Kim Ellison Date
Board of Education Chair

_____ _____
Josh Pauly Date
Board of Education Clerk

DEPARTMENT OF EDUCATION	Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only	ED - 02478-06

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	**Special School District #1**	Date:	
District Number:	**0001-03**	Email:	
District Contact Name	**Curt Hartog or David Richards**		
Contact Phone #	612 668 0284 or 612 559 2820		

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	**Category (1)**											
347	Physical Hazards	$191,700	$197,451	$203,375	$209,476	$215,760	$222,233	$228,900	$235,767	$242,840	$250,125	$257,629
349	Other Hazardous Materials	$114,100	$117,523	$121,049	$124,680	$128,421	$132,273	$136,241	$140,329	$144,538	$148,875	$153,341
352	Environmental Health and Safety Management	$799,200	$823,176	$847,871	$873,307	$899,507	$926,492	$954,287	$982,915	$1,012,403	$1,042,775	$1,074,058
358	Asbestos Removal and Encapsulation	$75,000	$77,250	$79,568	$81,955	$84,413	$86,946	$89,554	$92,241	$95,008	$97,858	$100,794
363	Fire Safety	$1,478,000	$1,522,340	$1,568,010	$1,615,051	$1,663,502	$1,713,407	$1,764,809	$1,817,754	$1,872,286	$1,928,455	$1,986,308
366	Indoor Air Quality	$590,020	$607,721	$625,952	$644,731	$664,073	$683,995	$704,515	$725,650	$747,420	$769,842	$792,938
	Total Health and Safety Capital Projects	$3,248,020	$3,345,461	$3,445,824	$3,549,199	$3,655,675	$3,765,345	$3,878,306	$3,994,655	$4,114,495	$4,237,929	$4,365,067
Health and Safety - Projects Costing $100,000 or more per Project/Site/Year												
Finance Code	**Category (2)**											
358	Asbestos Removal and Encapsulation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
363	Fire Safety	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
366	Indoor Air Quality	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Health and Safety Capital Projects $100,000 or More	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
124D.151												
Finance Code	**Category (3)**											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Remodeling for Approved Voluntary Pre-K Projects	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Accessibility												
Finance Code	**Category (4)**											
367	Accessibility	$0	$400,000	$200,000	$0	$0	$0	$0	$0	$0	$0	$0
	Total Accessibility Projects	$0	$400,000	$200,000	$0	$0	$0	$0	$0	$0	$0	$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	**Category (5)**											
368	Building Envelope	$1,050,000	$797,072	$855,248	$944,338	$1,917,327	$2,013,193	$2,113,853	$2,219,546	$2,330,523	$2,447,049	$2,520,460
369	Building Hardware and Equipment	$4,912,953	$3,729,501	$4,001,706	$4,418,558	$5,630,551	$5,912,078	$6,207,682	$6,518,066	$6,843,969	$7,186,168	$7,401,753
370	Electrical	$4,228,140	$3,209,648	$3,443,911	$3,802,658	$1,326,151	$1,392,459	$1,462,082	$1,535,186	$1,611,945	$1,692,543	$1,743,319
379	Interior Surfaces	$5,966,651	$4,529,380	$4,859,966	$5,366,221	$8,158,228	$8,566,139	$8,994,446	$9,444,169	$9,916,377	$10,412,196	$10,724,562
380	Mechanical Systems	$19,116,978	$14,512,002	$15,571,190	$17,193,219	$17,848,879	$18,741,323	$19,678,389	$20,662,308	$21,695,424	$22,780,195	$23,463,601
381	Plumbing	$1,622,775	$1,231,874	$1,321,785	$1,459,474	$1,198,329	$1,258,245	$1,321,158	$1,387,216	$1,456,576	$1,529,405	$1,575,287
382	Professional Services and Salary	$100,000	$75,912	$81,452	$89,937	$4,553,128	$4,780,785	$5,019,824	$5,270,815	$5,534,356	$5,811,074	$5,985,406
383	Roof Systems	$2,822,093	$2,142,296	$2,298,655	$2,538,103	$4,789,803	$5,029,293	$5,280,758	$5,544,796	$5,822,035	$6,113,137	$6,296,531
384	Site Projects	$115,000	$87,298	$93,670	$103,427	$639,109	$671,064	$704,618	$739,849	$776,841	$815,683	$840,154
	Total Deferred Capital Expense and Maintenance	$39,934,590	$30,314,982	$32,527,582	$35,915,936	$46,061,505	$48,364,580	$50,782,809	$53,321,950	$55,988,047	$58,787,450	$60,551,073
	Total Annual 10-Year Plan Expenditures	**$43,182,610**	**$34,060,443**	**$36,173,406**	**$39,465,135**	**$49,717,180**	**$52,129,926**	**$54,661,115**	**$57,316,605**	**$60,102,542**	**$63,025,379**	**$64,916,140**

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

RESOLUTION AUTHORIZING TRANSFER OF CAPITAL FUNDS

WHEREAS, Minneapolis Public Schools seeks to improve schools using capital funds to design, build and renovate schools, and

WHEREAS, the necessary capital investments related to the Comprehensive District Design will require reprioritization of current project funds, and

WHEREAS, Kenny Elementary School was a funded project for kitchen and lunchroom improvements during the FY21 bond sales, and

WHEREAS, the Operations department, has determined due to changes in the building code regarding building additions that a kitchen and lunchroom addition is no longer feasible, and

WHEREAS, the supplemental design funding for the Kenny Lunchroom can be transferred to the North High School project to support daylighting at North High School, and

WHEREAS, Minnesota Statute 475.65 allows for capital fund transfers from a cancelled project to an existing need.

NOW, THEREFORE BE IT RESOLVED, that the Minneapolis School Board hereby authorizes the transfer of capital funds from the FY21 GO bond for the Kenny Elementary kitchen and lunchroom project in the amount of $700,000 to the North High School capital project. The Kenny Elementary kitchen and lunchroom project will still have adequate capital funds for the original FY18 project scope.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

_____ _____

Josh Pauly
Board of Education Clerk

Date

EDIA Review





June 1, 2021

Accountability, Research and Equity (ARE)

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

EDIA Processes - Two New Projects

Full Equity and Diversity Impact Assessment	The Full EDIA process is designed to walk senior and department leaders through three phases (a study, action plan and implementation, and progress monitoring). Additionally, MPS partners with the EDIA Committee, who provides equity considerations.
Equity Considerations for Budgeting	The Equity Considerations for Budgeting process is designed to walk school and department leaders through steps for an equity-driven budget planning process. All schools and departments are required to complete an Equity Considerations for Budgeting document during budget-tie-out.
Equity Considerations for Policies	The Equity Considerations for Policies Process supports the MPS policy review efforts established by the Board Policy Committee. When policies are periodically reviewed and updated or when new policies are recommended, policy owners complete an Equity Considerations for Policies document to describe how they have used an equity-driven lens to develop the policy revision or proposal.
Equity Considerations for Practices	The Equity Considerations for Practices process is designed to walk senior and department leaders through an equity-driven process for proposing a practice change. Examples of changes to a practice include but are not limited to curriculum changes for pre-K through 12th grade students, changes to grading practices, and changes to required student assessments.

EDIA Updates - Next EDIA Projects

Full EDIA on School Fundraising

To what extent are funds raised and received from external sources (i.e., parent, alumni, or external fundraising groups) used equitably?

- **Two focuses**: Process and Policies
  - Policy 5540: Fundraising
    - Regulation 5540A: Fundraising Limitations And Procedures
    - Regulation 5540B: Sale Of Tickets
  - Policy 3280: Gifts, Bequests And Grants
    - Regulation 3280A: Accepting Gifts, Bequests Or Grants
  - Policy 1720: External Funds
    - Regulation 1720A: Administration Of External Funds
  - Policy 1310: PTA, PTO, and Other School-Community Organizations
- **Timeline**: Complete by November

EDIA Processes: Full EDIA School Fundraising

Full Equity and Diversity Impact Assessment

The Full EDIA process **involves three phases**: 1) Conducting a **study** to identify and examine inequities in policies and its practices; 2) Developing and **implementing an Action Plan** that addresses the findings from the EDIA Study; and 3) **Monitoring Progress** by tracking progress on the action plan implementation. Additionally, **MPS partners with the EDIA Committee**, an advisory and consulting group who provides equity considerations.

Here's what the process entails:

Board of Education and Superintendent Request a Full EDIA
Year 1: June 2021

Phase I: EDIA Study
Identify and examine inequities in policies and practices
Year 1: June-September 21

Phase II: Action Plan & Implementation
Efforts to Address EDIA Findings
October-Nov 21
(Impact Budget SY 22-23)

Phase III: Progress Monitoring
Track Progress on Action Plan Implementation
September 2022
(Monitoring 2022-2025)

EDIA Updates - Next EDIA Projects

Equity Considerations for Policy on Site Council

To what extent are schools implementing Site Councils according to MPS' Site Council Policy 1692?

- Site Council Policy 1692
  - Site Council Governance Regulation 1692A
- **Timeline**: Complete by November

EDIA Processes: Equity Considerations for Policies

Equity Considerations for Policies

The Equity Considerations for Policies Process **supports the MPS policy review efforts established by the Board Policy Committee**. When policies are periodically reviewed and updated or when new policies are proposed that significantly impact student learning, departments and policy owners are tasked with recording in an Equity Considerations for Policies document how they have used an **equity-driven lens to develop the policy revision or proposal.**

Here's what the process entails:

Complete the Equity Considerations Document	Review Document	Revise Document	Submit Document for Policy Committee Review
The Department Leader or Senior Officer completes and submits the Equity Considerations for Policies Document to the EDIA Team	The EDIA Team reviews and provides feedback on the Equity Considerations for Policies Document	The Department Leader/Senior Officer makes revisions to the Equity Considerations for Policies Document	The Board Policy Committee reviews the policy proposal and determines if a Board of Education vote is needed

The Equity Considerations for Policies document will ask department leaders/senior officers to describe their proposal, any anticipated impacts, what meaningful engagement was carried out, what current problem or inequity is being addressed, and what mitigation plan is in place to address potential negative impacts.

Equity Considerations for Policies Document

Equity Considerations for Policies

Identify Your Policy Recommendation

Recommended Policy Change

New Policy	
Current Policy	
Recommended Policy Change	
Additional Information	

Equity Considerations for Policies

Meaningful Inclusion of Diverse Perspectives

Internal Engagement including staff	*External Engagement including students, families, and community members*

Equity Considerations for Policies

Identify the Current Problem

Root Causes or Factors (within MPS' locus of control)	*Root Causes or Factors (outside of MPS' locus of control)*

Equity Considerations for Policies

Equity Considerations if the Policy Recommendation is Approved/Implemented

Impact

Group(s) Positively Impacted	*How the Approved Recommended Policy will Positively Impact the Group(s)*

Group(s) Negatively Impacted	*Mitigation Plan*

SPECIAL SCHOOL DISTRICT NO. 1
MINNEAPOLIS, MINNESOTA

CERTIFICATE OF OFFICIAL ACTION

The undersigned, being the duly qualified and acting School District Clerk of Special School District No. 1 (Minneapolis), Minnesota (the "District"), DOES HEREBY CERTIFY as follows:

Attached hereto is a true and correct copy of a resolution duly adopted by the affirmative vote of six or more members of the Board of Education of the District at a lawful meeting duly called and held on June 15, 2021, at which meeting a quorum was present and acting throughout. Such resolution remains in full force and effect in the form in which adopted.

IN WITNESS WHEREOF, the undersigned has hereunto set her/his hand and affixed the official seal of the District, this ___ day of June, 2021.

_____
School District Clerk

RESOLUTION RELATING TO $18,725,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A; AWARDING THE SALE THEREOF; PRESCRIBING THE FORM AND DETAILS THEREOF; AND AUTHORIZING THEIR ISSUANCE

BE IT RESOLVED by the Board of Education (the "Board") of Special School District No. 1 (Minneapolis), Minnesota (the "District"), as follows:

Section 1. Authorization and Sale

1.01. Pursuant to Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to refund outstanding general obligation bonds of the District in order to reduce debt service costs to the District.

1.02. PFM Financial Advisors LLC, municipal advisor to the District ("PFM"), has advised this Board that the outstanding general obligation bonds of the District described in the table below (the "Series 2012A Bonds" and the "Series 2012B Bonds," respectively, and collectively, the "Refunded Bonds") are callable on the dates indicated in the table below (each a "Call Date"), and that redemption of the Refunded Bonds on the Call Date will result in aggregate net savings of approximately $2,418,762.69 (10.325561%) on a present value basis.

Refunded Bonds	**Original Issue Date**	**Original Aggregate Principal Amount**	**Maturities to be Refunded (February 1)**	**Principal Amount Refunded**	**Call Date**
General Obligation School Building Bonds, Series 2012A	12/18/2012	$21,220,000	2022-2033	$11,810,000	8/1/2021
General Obligation Alternative Facility Bonds, Series 2012B	12/18/2012	$18,550,000	2022-2033	$11,615,000	8/1/2021

1.03. This Board finds, determines and declares that it is in the best interest of the District to proceed forthwith to issue its General Obligation Refunding Bonds, Series 2021A, in the aggregate principal amount of $18,725,000, including in such issue of bonds $0 representing accrued interest as authorized by Minnesota Statutes, Section 475.56, to accomplish the refunding of the Refunded Bonds on the Call Date and to pay costs of such refunding and costs of issuing

the Bonds (as defined herein). The $18,725,000 in total principal amount of the General Obligation Refunding Bonds, Series 2021A are referred to herein as the "Bonds."

1.04. PFM has solicited, on behalf of the District, competitive proposals for the purchase of the Bonds. Upon consideration by this Board, the most favorable of such proposals is ascertained to be that of Jefferies, LLC, in New York, New York (the "Purchaser"), who offered to purchase the Bonds at a price of $23,540,205.50 ($18,725,000 in par amount of Bonds plus original issue premium of $4,873,244.80 less Purchaser compensation of $58,039.30) plus accrued interest from the date of the Bonds to the date of delivery thereof (if any), and upon the further terms and conditions set forth in this resolution.

1.05. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is now necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

Section 2. Form of Bonds

2.01. The Bonds shall be prepared substantially in the form of Exhibit A.

Section 3. Bond Terms, Execution and Delivery.

3.01. Maturities, Interest Rates, Denominations. The District shall forthwith issue and deliver the Bonds, which shall be denominated "General Obligation Refunding Bonds, Series 2021A." The Bonds shall be in the denomination of $5,000 each or any integral multiple thereof, shall mature on February 1 in the years and amounts set forth below, and Bonds maturing in such years and amounts shall bear interest from the date of issue until paid or duly called for redemption at the rates per annum shown opposite such years and amounts as follows:

Year	Amount	Rate	Year	Amount	Rate
2022	$1,550,000	5.00%	2028	$1,545,000	5.00%
2023	1,210,000	5.00	2029	1,620,000	5.00
2024	1,270,000	5.00	2030	1,700,000	5.00
2025	1,330,000	5.00	2031	1,785,000	5.00
2026	1,400,000	5.00	2032	1,875,000	5.00
2027	1,470,000	5.00	2033	1,970,000	5.00

3.02. Dates; Interest Payment Dates. The Bonds shall be issuable only in fully registered form, and the ownership of the Bonds shall be transferred only upon the bond register of the District hereinafter described. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing February 1, 2022, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. The interest on, and upon presentation and surrender thereof, the principal of each Bond, shall be payable by check or draft issued by the Registrar (as defined herein). Each

Bond shall be originally dated as of July 14, 2021, and upon authentication of any Bond the Registrar described herein shall indicate therein the date of such authentication.

3.03. Registration. The District shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment.

(c) Exchange of Bonds. Whenever any Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the District upon such Bond to the extent of the sum or sums paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

3.04. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, as the initial Registrar. The Chair and the School District Clerk are authorized to execute and deliver, if necessary or appropriate, on behalf of the District, a contract with U.S. Bank National Association, as Registrar. A bank or trust company authorized by law to conduct such business, may be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar and shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Board, the School District Clerk shall transmit to the Registrar, from the Debt Service Fund described in Section 4.02, moneys sufficient for the payment of all principal and interest then due.

3.05. Redemption. The Bonds are not subject to redemption or prepayment prior to their stated maturity dates.

3.06. Preparation and Delivery. The Bonds shall be prepared under the direction of the School District Clerk and shall be executed on behalf of the District by the signatures of the Chair and the School District Clerk, and may be sealed with the official seal of the District; provided that said signatures and the official seal may be printed, engraved or lithographed facsimiles thereof. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall

nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the School District Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

3.07. Securities Depository

(a) For purposes of this section, the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the District agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any

amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bond certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chair of the Board of Education and School District Clerk, is hereby authorized, and execution of the Representation Letter by the Chair of the Board of Education and School District Clerk shall be conclusive evidence of such approval.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or another securities depository as holder of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bond certificates and the method of payment of principal of and interest on such Bond certificates.

Section 4. Sinking Fund and Tax Levies

4.01. Proceeds of the Bonds in the amount of $23,425,000 shall be delivered to the Registrar for the Refunded Bonds for the redemption of the Refunded Bonds on the Call Date and remaining amounts shall be used to pay costs of issuing the Bonds. Amounts allocable to issuance

expenses not disbursed after 60 days shall be transferred to the Debt Service Fund (as defined herein).

4.02. So long as any of the Bonds are outstanding and any principal or interest thereon remains unpaid, the District shall maintain as a separate account on its books and records the sinking fund heretofore established (the "Debt Service Fund"). The Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds and the payment of principal of and interest on such other general obligation bonds of the District as this Board by resolution has heretofore designated or hereafter shall designate as being payable from the Debt Service Fund. The Board irrevocably appropriates to the Debt Service Fund (a) any taxes levied in accordance with this resolution, (b) any taxes levied and to be levied for the payment of other obligations made payable from the Debt Service Fund, (c) accrued interest on the Bonds from their date to the date of delivery (if any), and (d) all such other moneys as shall be received and appropriated to the Debt Service Fund from time to time. If any payment of principal of or interest on the Bonds or other obligations payable therefrom shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds or other obligations payable therefrom.

4.03. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment thereof, there is hereby levied upon all of the taxable property in the District a direct, annual, ad valorem tax which shall be spread upon the tax rolls collectible in the years and amounts set forth below, as a part of other general taxes of the District, as follows:

Levy Year	Collection Year	Amount

SEE ATTACHED SCHEDULE

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

4.04. In order to ensure compliance with the Internal Revenue Code of 1986 (the "Code"), and applicable Treasury Regulations promulgated thereunder (the "Regulations"), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Debt Service Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through the February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless, in the opinion of bond counsel, such action is unnecessary to satisfy the requirements of the Code and the Regulations) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

Section 5. Defeasance. When all Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full provided that notice of redemption thereof has been duly given as provided in Section 3.05 or arrangements for the giving of such notice have been made. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to pay all principal, redemption premium, if any, and interest to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

Section 6. Certifications of Proceedings and Arbitrage.

6.01. The School District Clerk is hereby authorized and directed to file with the County Auditor of Hennepin County, Minnesota (the "County Auditor") a certified copy of this resolution together with such other information as the County Auditor shall require, and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register as required by law.

6.02. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited herein.

6.03. The District covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest of the Bonds to become includable in gross income of the recipient under the Code, and any Regulations, and that it will take or cause its officers, employees or agents to take any and all actions legally within its or their power necessary to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The District covenants and agrees with the holders from time to time of the Bonds that it will abide by the terms of the Tax Certificate executed in connection with the issuance of the Bonds, except to the extent compliance therewith is deemed by bond counsel to be unnecessary to maintain the tax-exempt status of the Bonds.

6.04. The District shall ascertain monthly the amount on deposit in the Debt Service Fund. If the amount on deposit therein ever exceeds the aggregate amount of principal and interest due and payable from the Debt Service Fund through the February 1 next following and a reasonable carryover equal to the greater of (i) the earnings on the Debt Service Fund for the immediately preceding bond year or (ii) 1/12th of the debt service due on the Bonds for the immediately preceding bond year, plus a "minor portion" amount of $100,000, such excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or redeem Bonds or be invested at a yield less than or equal to the yield on the Bonds calculated in accordance with Section 148 of the Code. If in any bond year interest earned by the District on amounts in the Debt Service Fund relating to the Bonds exceeds $100,000, the District shall rebate to the United States government in accordance with the Code and the Regulations, all such interest earnings that are in excess of the interest earnings that would have been received if amounts in the Debt Service Fund relating to the Bonds would have been invested at a rate of interest equal to the yield on the Bonds. The District reserves the right to amend the provisions of this section at any time, whether prior to or after the delivery of the Bonds, if and to the extent that this Board determines that the provisions of this section are not necessary in order to assure that the Bonds are not "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Code and the Regulations.

6.05. The Chair and the School District Clerk, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Sections 103(b)(2) and 148 of the Code, and the Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations.

6.06. The preliminary Official Statement, dated June 04, 2021, prepared and distributed by PFM, is hereby approved and the officers of the District are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the preliminary Official Statement and the final Official Statement to be dated on or about June 15, 2021. PFM is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof a supplement to the Official Statement or a final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds

required to be included in the final Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 7. Rebate Covenant. The District further covenants and agrees with the registered owners of the Bonds from time to time that it will not use the proceeds of the Bonds in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of Sections 103(b)(2) and 148 of the Code and the Regulations; to this end, the District shall:

(1) maintain records identifying all "gross proceeds" attributable to the Bonds, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Bonds) and any earnings derived from the investment of such arbitrage profit;

(2) make, or cause to be made as of the end of each bond year, the annual determinations of the amount, if any, of excess arbitrage required to be paid to the United States;

(3) pay, or cause to be paid, to the United States at least once every five years the amount, if any, which is required to be paid to the United States, including the last installment which shall be made no later than sixty (60) days after the day on which the Bonds are paid in full;

(4) not invest, or permit to be invested, "gross proceeds" in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a "prohibited payment" to a third party; and

(5) retain all records of the annual determination of the foregoing amounts until six (6) years after the Bonds have been fully paid.

Section 8. State Payment; District and Bond Registrar Obligations. The District hereby covenants and obligates itself to notify the Commissioner of Education of the State of Minnesota of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law"), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each interest and principal payment date for the Bonds an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar shall be required to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Registrar to pay the Bonds in full at maturity. The Registrar shall be required to cooperate with the District, the Commissioner of Education and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statues, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to

pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Education or the Commissioner of Management and Budget.

Section 9. Continuing Disclosure

9.01. Definitions. The following capitalized terms shall have the following meanings for purposes of this section.

"*Annual Report*" means any annual report provided by the District pursuant to, and as described in, Section 9.03.

"*Beneficial Owner*" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

"*EMMA*" means the MSRB's Electronic Municipal Market Access system available at http://emma.msrb.org.

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of either (i) or (ii). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

"*Holders*" means the registered holders of the Bonds, as recorded in the registration books of the Registrar (as defined in the Trust Agreement).

"*Listed Events*" means the events listed in Section 9.04.

"*MSRB*" means the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"*Participating Underwriter*" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

9.02. Purpose and Beneficiaries. The District makes the following covenants for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

9.03. Provision of Annual Reports.

(i) Not later than 12 months after the end of each fiscal year of the District (the "Submission Deadline") (the first report being due not later than 12 months after June 30, 2021), the District shall, either directly or indirectly through an agent designated by the District, file on EMMA an electronic copy of its Annual Report in a format and accompanied by such identifying information as prescribed by the MSRB. If the District's fiscal year changes, it shall, either directly or indirectly through an agent designated by the District, give notice of such change in the same manner as for a Listed Event under Section 9.04, and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the new fiscal year. If the District is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the District shall, either directly or indirectly through an agent designated by the District, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(ii) The Annual Report must contain or include by reference the following:

(1) The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota state law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the District's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by Minnesota state law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA promptly after they become available.

(2) To the extent not included in the financial statements provided as part of the Annual Report, tables, schedules or other information of the type contained in the Official Statement for the Bonds under the following headings or captions, which information may be unaudited:

(A) Financial Summary

(B) Indebtedness
(C) Property Valuations and Taxes
(D) Financial Information

(iii) The Annual Report may be submitted as a single document or as separate documents comprising a package. The contents of the Annual Report may be included in the Annual Report by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Annual Report shall clearly identify each such other document so included by reference. The audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

9.04. Reporting of Significant Events.

(i) The District shall, either directly or indirectly through an agent designated by the District, give notice of the occurrence of any of the following events with respect to the Bonds, all pursuant to the provisions of this section:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in this subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(ii) If a Listed Event described in subparagraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred *and the District has determined that such Listed Event is material under applicable federal securities laws*, the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(iii) If a Listed Event described in subparagraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the District shall, either directly or indirectly through an agent designated by the District, in a timely manner but not later than 10 business days after the occurrence of such Listed Event, promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subparagraphs (8) and (9) need not be given under this section any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Trust Agreement.

9.05. Termination of Reporting Obligation. The District's obligations under this section will terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the District's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the District to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

9.06. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this section, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent will not be responsible in any manner for the content of any notice or Annual Report prepared by the District pursuant to this section.

9.07. Amendment; Waiver. Notwithstanding any other provision of this section, the District may amend the covenants contained in this section, and any provision of this section may be waived, if

(i) (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (2) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (3) the amendment or waiver either (A) is approved by a majority of the Holders, or (B) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(ii) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this section, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 9.04, and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

9.08. Additional Information. Nothing in this section will be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

9.09. Default. In the event of a failure of the District to comply with any provision of this section, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. Direct, indirect, consequential and punitive damages will not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this section will not be deemed an event of default under the Lease, the Trust Agreement or this resolution, and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance.

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN

SPECIAL SCHOOL DISTRICT NO. 1 (MINNEAPOLIS)
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021A

R- $

Interest Rate	Maturity	Date of Original Issue	CUSIP
%	February 1, 20__	July 14, 2021	603790 ___

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Special School District No. 1 (Minneapolis), Minnesota (the "District"), a duly organized school district with boundaries coterminous with the City of Minneapolis, whose post office address is Minneapolis, Minnesota, acknowledges itself to be indebted, and for value received hereby, promises to pay to the registered owner specified above, or registered assigns, upon presentation and surrender at the principal corporate trust office of the Bond Registrar hereinafter identified, the principal amount specified above, on the maturity date specified above, with interest thereon from the date of original issue hereof or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, all subject to the provisions hereinafter stated with respect to the redemption of the principal of this Bond before maturity. Interest is payable on February 1 and August 1 of each year, commencing on February 1, 2022, by check or draft mailed by the Bond Registrar to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for payment of public and private debts. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit, and taxing power of the District have been and are hereby irrevocably pledged. U.S. Bank National Association in St. Paul, Minnesota has been designated by the Resolution described herein as Bond Registrar, Transfer Agent and Paying Agent (the "Bond Registrar"), and a successor Bond Registrar, if any, may be designated in accordance with said Resolution.

This Bond is one of an issue in the aggregate principal amount of $18,725,000 (the "Bonds"), all of like tenor except as to serial number, maturity date, interest rate and redemption privilege and all issued by the District for the purpose of refunding the District's outstanding General Obligation School Building Bonds, Series 2012A, and General Obligation Alternative Facility Bonds, Series 2012B, and is issued pursuant to authority conferred by the required vote of

the members of the Board of Education of the District and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475, and pursuant to and in full conformity with resolutions of the Board of Education of the District, including a resolution adopted June 15, 2021 (the "Resolution"). This Bond is payable primarily from the Debt Service Fund (the "Debt Service Fund") of the District, but the Board is required by law to pay maturing principal hereof and interest thereon out of any funds in the treasury if moneys on hand in the Debt Service Fund are insufficient therefor. The Bonds of this issue are issuable only as fully registered bonds, in denominations of $5,000 or any integral multiple thereof, of single maturities.

Bonds of this issue are not subject to redemption or prepayment prior to their stated maturity dates.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by his/her/its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his/her/its attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner thereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, covenanted and agreed that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist, and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent (5%) in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all of such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Special School District No. 1 (Minneapolis), Minnesota, by its Board of Education has caused this Bond to be executed by the facsimile signatures of the Chair of the Board of Education and the School District Clerk and has caused this Bond to be dated as of the date of original issue set forth above.

(Facsimile Signature)	(Facsimile Signature)
Chair of the Board of Education	School District Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication:_____

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Signature

The following abbreviations, when used in the inscription of the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM —	as tenants in common	UTMA ..... as Custodian for ..... (Cust)	(Minor)
TEN ENT —	as tenants by the entireties	under Uniform Transfers to Minors Act ..... (State)	
JT TEN —	as joint tenants with right of survivorship and not as tenants in common		

Additional abbreviations may also be used, though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE:

_____

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE

Minneapolis Special School District No. 1, Minnesota
$18,725,000 General Obligation Refunding Bonds, Series 2021A
Tax Levy Schedule

Dated Date: 7/14/2021

Levy Year	Collection Year	Period Ending	Principal	Coupon	Interest	Debt Service	105% of DS
2020	2021	2/1/2022	1,550,000.00	5.00%	512,336.81	2,062,336.81	2,165,453.65
		8/1/2022	-		429,375.00		
2021	2022	2/1/2023	1,210,000.00	5.00%	429,375.00	2,068,750.00	2,172,187.50
		8/1/2023	-		399,125.00		
2022	2023	2/1/2024	1,270,000.00	5.00%	399,125.00	2,068,250.00	2,171,662.50
		8/1/2024	-		367,375.00		
2023	2024	2/1/2025	1,330,000.00	5.00%	367,375.00	2,064,750.00	2,167,987.50
		8/1/2025	-		334,125.00		
2024	2025	2/1/2026	1,400,000.00	5.00%	334,125.00	2,068,250.00	2,171,662.50
		8/1/2026	-		299,125.00		
2025	2026	2/1/2027	1,470,000.00	5.00%	299,125.00	2,068,250.00	2,171,662.50
		8/1/2027	-		262,375.00		
2026	2027	2/1/2028	1,545,000.00	5.00%	262,375.00	2,069,750.00	2,173,237.50
		8/1/2028	-		223,750.00		
2027	2028	2/1/2029	1,620,000.00	5.00%	223,750.00	2,067,500.00	2,170,875.00
		8/1/2029	-		183,250.00		
2028	2029	2/1/2030	1,700,000.00	5.00%	183,250.00	2,066,500.00	2,169,825.00
		8/1/2030	-		140,750.00		
2029	2030	2/1/2031	1,785,000.00	5.00%	140,750.00	2,066,500.00	2,169,825.00
		8/1/2031	-		96,125.00		
2030	2031	2/1/2032	1,875,000.00	5.00%	96,125.00	2,067,250.00	2,170,612.50
		8/1/2032	-		49,250.00		
2031	2032	2/1/2033	1,970,000.00	5.00%	49,250.00	2,068,500.00	2,171,925.00
		Total	18,725,000.00		6,081,586.81	24,806,586.81	26,046,916.15

Prepared by PFM Financial Advisors LLC 6/15/2021

SPECIAL SCHOOL DISTRICT NO. 1
Board of Education

June 15, 2021

Resolution Condemning Gun Violence, Renewing Our Commitment, and Calling for Action at Local, State, and Federal Levels

WHEREAS: the devastation of gun violence has continued to deeply affect Minneapolis Public Schools students and our community; and

WHEREAS: in recent months both children and adults, including MPS students, have been injured or killed by gunfire in Minneapolis; and

WHEREAS: Black and African American residents of Minneapolis are disproportionately impacted by gun violence and the ensuing trauma; and

WHEREAS: the first Friday in June has been recognized in Hennepin County and in communities across the nation as National Gun Violence Awareness Day; and

WHEREAS: MPS students have called on adults to act with urgency to protect their lives; and

WHEREAS: MPS has repeatedly called for action by local, state, and federal policymakers to address this crisis without substantial success to date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Special School District No. 1, hereby reaffirms our commitment to ending gun violence and again calls on all levels of government to take immediate action to keep our students and community safe from gun-related and all forms of violence.

Signed by:

_____ _____

Kim Ellison
Board of Education Chair

Date

_____ _____

Josh Pauly
Board of Education Clerk

Date

2021-0037